

## A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JUNE 26, 2023 AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

**Due to the expiration of the Governor's Disaster Declaration, public participation/comment is permitted solely by attending the meeting at 825 Midway Drive.**

**Written Public Comments Can Be Submitted By 6:15 P.M. on June 26, 2023, to [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us)**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. MAYOR'S ANNOUNCEMENT
5. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
6. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (Approve)
  - b. [Minutes - Board of Trustees Committee of the Whole Meeting June 12, 2023](#) (APPROVE)
  - c. [Minutes - Board of Trustees Regular Meeting June 12, 2023](#) (APPROVE)
  - d. [Warrants \\$378,016.17](#)
  - e. [RESOLUTION NO. \\_\\_\\_\\_\\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING TWO \(2\) PROPOSALS AND APPROVING THE PURCHASE OF EIGHT \(8\) PRIMARY PRO SENTRY MOBILE SURVEILLANCE CAMERAS AND SIX \(6\) SECONDARY PRO SENTRY MOBILE SURVEILLANCE CAMERAS WITH APPLICABLE LICENSING SOFTWARE FROM MOBILE SYSTEMS AT A COST NOT TO EXCEED \\$150,00.00](#) (ADOPT)

NEW BUSINESS

7. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND THE VILLAGE CLERK TO ATTEST TO AN AGREEMENT WITH FALCOS LANDSCAPING, INC. TO PERFORM CONCRETE FLATWORK FOR THE VILLAGE OF WILLOWBROOK (ADOPT)
8. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL AND APPROVING THE PURCHASE OF A CERTAIN PREFABRICATED PARK PAVILION/RESTROOM STRUCTURE FROM NUTOYS LEISURE PRODUCTS, INC. AT A COST NOT TO EXCEED \$101,758.00 (ADOPT)
9. RESOLUTION NO. \_\_\_\_\_ - AN RESOLUTION WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE PURCHASE OF TWO (2) NEW 2023 DODGE DURANGO MOTOR VEHICLES PLUS STRIPING, UPFITTING AND EXTENDED WARRANTIES AT A TOTAL COST NOT TO EXCEED \$123,820.20 (ADOPT)

PRIOR BUSINESS

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

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JUNE 12, 2023 AT 5:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

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

Absent: Trustee Michael Mistele.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. VISITOR'S BUSINESS

None present and no written comments were received.

5. PRESENTATION - DISCUSSION AND UPDATE REGARDING THE ORGANIZED RETAIL CRIME GRANT PROGRAM AWARDED BY THE ATTORNEY GENERAL OF THE STATE OF ILLINOIS.

Chief Kaspar turned the presentation over to Deputy Chief Kadolph who has been instrumental in securing the grant and taking on the large amount of work to implement the program to help secure the Village's retail establishments.

Deputy Chief Kadolph presented an update on the progress of the Organized Retail Crime grant from the Illinois Attorney General's office. He reviewed the project timeline:

- April 2023: Grant approved.
- May 22, 2023: IGA signed by Village Board.
- May 23, 2023: Mobile Pro Representative site visit survey.
  - Working on licensing agreement.
  - Finalizing exact number of cameras/prices
- May of 2023: Starchase GPS Launcher quote provided.
  - Purchase order could provide shipping within 45 days and training available upon arrival.
- January 2023 to present: Overtime identified that qualifies for reimbursement through the grant.

The majority of the grant funds, approximately \$150,000, will be used for security cameras. An additional \$25,000 has been allocated for overtime reimbursement, retroactive to January 2023, with the balance going to the purchase of a Starchase GPS launcher.

The installation locations for the cameras have been identified as:

- Hinsdale Lake Commons (2 cameras)
- Willowbrook Town Center (6 cameras)
- Target (3 cameras)
- Binny's (1 camera)
- Walgreens (1 camera)
- Route 83 @ 73rd Court (2 cameras)

Deputy Kadolph showed images of the Mobile Pro Systems Power Sentry 6000 units and sample mounting of cameras. The camera system includes 5 cameras including four high-end stationary cameras that can be pointed in different directions and a pan and zoom camera.

The mounting locations were identified with help from the vendor to ensure compatibility between the locations and the camera restrictions, e.g., communication between cameras being line-of-sight, and optimal coverage of the desired sites.

With the locations identified, Deputy Kadolph has been working with the property owners to sign licensing agreements, determine the power needs and installation costs. The only cost to the property owners will be the cost of the power drawn from the light pole used for mounting.

Deputy Kadolph also had pictures of the GPS launcher. He outlined the steps that will follow including training of all officers in the use of the launcher and the deployment of the unit in the tactical vehicles although it would still be accessible if the need were to arise in another location. The purpose of this unit is not to chase, but rather to avoid having to chase a suspect, but still being able to track and relay locations to other law enforcement agencies.

Our next steps will be to come before the Board with the actual purchase of the equipment and necessary services for deployment.

#### 6. DISCUSSION - DISCUSSION REGARDING A SPECIAL EVENT ORDINANCE UPDATE TO POLICE REGULATIONS, SECTION 5-1-13 SPECIAL EVENT PROCEDURE.

Mayor Trilla turned the discussion over to Chief Kaspar. Chief Kaspar indicated that she is presenting information on a proposed update to the Police regulations of the Village's special events ordinance.

As she reviewed the current ordinance, the Chief noted that the current ordinance is missing several points that the police department would prefer to have included. She then outlined the proposed changes.

Trustee Neal questioned whether a time limit for a special event permit

June 12, 2023

application was included in the proposed ordinance. Director Kleefisch indicated that there was not. He noted that most applicants submitted the information at least a week in advance and that the general turnaround time for permit approval was relatively quick.

The Mayor added that it might be prudent to put a deadline in the ordinance, 48-72 hours in advance, but that a waiver could be granted in special cases to shorten the application time. It gives the Village as well as the police time to prepare for the event. The time needed to schedule overtime for the police department also needs to be taken into consideration.

Chief Kaspar confirmed that her department needs time to plan for staffing, that it can't be done overnight. Mayor Trilla asked if a week's notice would be sufficient. The Chief agreed that it could be done in a week. She felt 72 hours in advance would be pushing the issue. She noted that many of the plans that come through for special events require consideration by several different departments including Community Development, the Police and the fire protection district.

A consensus was reached that an advance notice directive should be included in the ordinance update.

#### 7. VILLAGE ADMINISTRATOR REPORT

Administrator Halloran asked Director Krol to provide the monthly update on the Panda Express project as requested by the Board when the latest extension was granted. Director Krol indicated he had reached out to the development group requesting an update, who in turn requested information from Panda Express, but no response was received. He will follow up and report back to the Board.

#### 8. ADJOURNMENT

MOTION: Made by Trustee Ruffolo and seconded by Trustee Astrella to adjourn the Special Meeting at the hour of 5:59 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

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

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

Minutes transcribed by Deputy Clerk Christine Mardegan.

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JUNE 12, 2023, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

**Due to the expiration of the Governor's Disaster Declaration, public participation/comment is permitted solely by attending the meeting at 825 Midway Drive.**

1. CALL TO ORDER

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

2. ROLL CALL

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

ABSENT: Trustee Michael Mistele.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Trustee Ruffolo to lead everyone in saying the Pledge of Allegiance.

4. OATHS OF OFFICE

a. POLICE OFFICER RICHARD FOYTIK

Clerk Hahn had the honor of swearing in the new patrol officer. The Mayor welcomed Officer Foytik to the Village. Officer Foytik introduced his wife and family to the Board. Mayor Trilla and the Village Board welcomed Officer Foytik to Willowbrook.

5. VISITORS' BUSINESS

Mr. Arteaga read the public comment for the record from residents Eric and Kathy Johnson, 215 75<sup>th</sup> Street.

Re: Midway and Borse Parks Improvement Projects slated to begin 2023

Questions:

- while Village plans include new plans to improve Borse Community Park...does Plan include, besides evaluation of (dead, topped off) trees and debris...

will existing Borse Park asphalt pathways be replaced/resealed...they are worn and unsightly.

- what are the forecasted hours for construction/improvement and hours of park operation...currently dawn to dusk...currently ball games ending

- EPA reported EtO (ambient air ethylene oxide contamination) in areas including Borse Park on Midway in 2018 in conjunction with Sterigenics poisoning 3 blocks away from Midway Drive construction sites...will digging up soil reintroduce contaminants into AIR and

Is soil from any parking lot and ground disruption going to impact EtO and other toxic chemicals into AIR and WATER and onto residences nearby?

Does soil testing done by WB include, not only composition of soil, water tables, etc... but CONTAMINATION existing. What does Village plan to do to mitigate damage to community, residential exposure...?

- Since there is money for the park's improvements...where can we find BUDGET breakdown that includes monies received...and intent to spend...itemized. We realize that this is a multi-year project and bids are still expected...but where can one get the breakdown of how much it is costing...how much is spent...who is awarded the contract...when the project is expected to begin/end...and contact names within Village to report any problems due to contractor construction. Do we ask someone in Village for a FOIA?

- On a lighter note...will there ever be WILLOW trees or even a river birch or two or three in Borse Park? We planted 2 in our back yard... Would be nice to see solar use, willow tree(s) not just on signage...

Will there ever be bird houses or refuge for wild animals and birds...how about asking that citizen who loves butterfly gardens to help put a couple in Borse/Midway along with wetland plantings...there used to be some near exit onto 75th St...

More questions to come...including...when and how will people living next to developments be notified of the start of construction...which, of course, we hope will be simplified, classy and quiet...

We look forward to true improvement to both Midway and Borse Parks. There should be updated and safe spaces for children and sports. There should also be a balance not to pave over every bit of greenspace.

"Don't it always seem to go, that you don't know what you've got 'til it's gone? They paved paradise and put up a parking lot" (or two or three!). (Joni Mitchell/Counting Crows...Big Yellow Taxi)

6. OMNIBUS VOTE AGENDA:

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

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting May 22, 2023  
(APPROVE)
- c. Warrants \$504,018.42

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

7. RESOLUTION NO. 23-R-25 - A RESOLUTION APPOINTING DEPUTY POLICE CHIEF BENJAMIN KADOLPH AS COORDINATOR OF THE VILLAGE EMERGENCY MANAGEMENT AGENCY AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE DUPAGE COUNTY OFFICE OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT NOTICE OF APPOINTMENT FORM DESIGNATING HIM AS SUCH (ADOPT)

Chief Kaspar reported that historically the Village is required by the DuPage County Office of Homeland Security to appoint a local Emergency Management Coordinator. The form attached, the Oath of Office, is the notice to DuPage County Office of Homeland Security of the Village's appointment. The Village would benefit from Deputy Chief Kadolph taking over for Chief Kaspar, as he has extensive training with FEMA and Emergency Management services. It is the Chief's recommendation that the Village appoint Deputy Chief Kadolph to this position.

MOTION: Made by Trustee Berglund and seconded by Trustee Davi to adopt Resolution No. 23-R-25 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION NO. 23-R-26- A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE A FIVE (5) YEAR AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF SEVEN (7) "AXON TASER 7 UNITS WITH ACCESSORIES, LICENSES AND WARRANTIES" TO BE USED IN CONJUNCTION WITH BODY WORN CAMERAS AND IN-CAR CAMERAS FOR THE POLICE DEPARTMENT AT A TOTAL COST NOT TO EXCEED \$25,562.90 FOR FIVE (5) YEARS (ADOPT)

Chief Kaspar shared that the current taser were purchased in 2014 which makes them nine (9) years old. The newer models have the capability to activate the officer's body camera when they are drawn from the holster as well as the in-car camera.

Axon has provided pricing on Taser 7 and their newest model Taser 10. Staff would like to move forward with replacing the current outdated X26P Axon Tasers with the Axon Taser 7. In the five (5) year contract pricing, the first-year cost is \$10,805.74, already included in the FY 23/24 budget. The cost for the subsequent years is \$3,689.00.

Trustee Davi asked if this an even exchange, replacing seven units for seven units. Chief Kaspar indicated that was correct.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Neal to adopt Resolution No. 23-R-26 as presented.

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

MOTION DECLARED CARRIED

9. ORDINANCE NO. 23-O-14- AN ORDINANCE AMENDING SECTION 5-1-13 ENTITLED "SPECIAL EVENTS PROCEDURE; CHARGES", OF CHAPTER 1, ENTITLED "POLICE DEPARTMENT", OF TITLE 5 ENTITLED "POLICE REGULATIONS", OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, ILLINOIS (PASS)

Attorney Durkin stated this is the ordinance that was discussed earlier this evening at the Committee of the Whole. After some discussion,

there was consensus among the Trustees and staff to amend the ordinance to include a five (5) day advance notice for application to allow the police department and Community Development to review the request. The suggestion is to amend the ordinance presented to add language in the first paragraph that the Village may require five (5) days' notice for review of special event permits reasonably expected to have 500 or more people in attendance.

MOTION: Made by Trustee Davi and seconded by Trustee Neal to pass Ordinance No. 23-O-14 as presented.

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

MOTION DECLARED CARRIED

10. RESOLUTION NO. 23-R-27 - A RESOLUTION ACCEPTING A PROPOSAL FROM NATIONAL FITNESS CAMPAIGN LP FOR THE PURCHASE OF ONE (1) 2023 FITNESS COURT FOR MIDWAY PARK AT A TOTAL COST NOT TO EXCEED \$155,000.00 AND AUTHORIZING THE VILLAGE TO ACCEPT A GRANT AWARD FROM BLUE CROSS BLUE SHIELD OF ILLINOIS AND THE NATIONAL FITNESS CAMPAIGN GRANT COMMITTEE OF \$50,000.00 TO BE APPLIED TO THE PURCHASE PRICE OF THE 2023 FITNESS COURT (ADOPT)

Director Kleefisch stated that the National Fitness Campaign is a nationwide campaign for community health and wellness. They partner with Blue Cross and Blue Shield of Illinois to provide grant opportunities for local municipalities, school districts and universities to receive funding for the installation of their fitness equipment. The fitness equipment is a seven-circuit body weight exercise with a greater life span than traditional equipment. Staff would like to move forward with this opportunity to purchase the equipment and to take advantage of the grant offered.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Davi to adopt Resolution No. 23-R-27 as presented.

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

MOTION DECLARED CARRIED

#### PRIOR BUSINESS

#### 11. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele was not present.

Trustee Berglund had no report.

Trustee Davi asked when the resident's comments read during visitor's business would be answered. Mayor Trilla responded that the response would be in writing.

Trustee Astrella had no report.

12. ATTORNEY'S REPORT

Attorney Durkin reminded the Board that there is an executive session after the regular meeting.

13. CLERK'S REPORT

Clerk Hahn had no report.

14. ADMINISTRATOR'S REPORT

Administrator Halloran had two items to share. He offered his kudos to the Parks Department regarding the park event held last Friday (Neighborhood Nights at Creekside Park) with 75-100 residents in attendance. The neighbors loved the event, and it provided a great way for the Parks Department and the Police Department to meet the community.

Administrator Halloran also welcomed CFO Lora Flori. She has been with us for 2-3 months and she is doing a great job. Mayor Trilla asked Ms. Flori to say a few words. CFO Flori shared that she has been with the Village of Willowbrook on and off since March. She has previously worked with the Village of Vernon Hills and prior to that with DuPage County. She is familiar with governmental accounting. Ms. Flori is excited to be here and indicated she has met a lot of great people.

15. MAYOR'S REPORT

Mayor Trilla thanked the Parks Department and expressed his pride in the event last Friday night. The activity embodied the vision that he and the Board holds for the Village for bringing government to the residents and families of the Village.

16. EXECUTIVE SESSION

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

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

The Mayor asked for a motion to adjourn the regular meeting and move to closed session.

17. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to adjourn the Regular Meeting at the hour of 6:52 p.m.

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

MOTION DECLARED CARRIED

The regular meeting was adjourned and the Board moved into Executive Session.

PRESENTED, READ, and APPROVED.

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

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Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

June 26, 2023

GENERAL CORPORATE FUND	-----	\$	143,518.52
WATER FUND	-----	\$	32,223.62
CAPITAL PROJECT FUND	-----	\$	202,274.03
TOTAL WARRANTS	-----	\$	378,016.17

Lora Flori, Director of Finance

APPROVED:  
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
06/26/2023	APCH	100397#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10	1,888.55
				INTERNET/WEBSITE HOSTING	460-225	10	121.38
				INTERNET/WEBSITE HOSTING	640-225	30	3,062.74
				INTERNET/WEBSITE HOSTING	715-225	35	121.76
				INTERNET/WEBSITE HOSTING	715-225	35	121.38
				INTERNET/WEBSITE HOSTING	715-225	35	121.38
				INTERNET/WEBSITE HOSTING	715-225	35	121.38
				CHECK APCHK 100397 TOTAL FOR FUND 01:			5,558.57
06/26/2023	APCH	100399	ACOUSTIC ASSOCIATES, LTD	CONTINGENCIES	490-799	10	4,980.00
06/26/2023	APCH	100400	ALEXANDER EQUIPMENT COMPANY INC	OPERATING EQUIPMENT	755-401	35	147.15
06/26/2023	APCH	100401	ARAMARK UNIFORMS SERVICES	UNIFORMS	710-345	35	1,477.09
				UNIFORMS	710-345	35	55.96
				CHECK APCHK 100401 TOTAL FOR FUND 01:			1,533.05
06/26/2023	APCH	100402	ARTISTIC ENGRAVING	EMPLOYEE RECOGNITION	630-309	30	425.00
06/26/2023	APCH	100403	AXON ENTERPRISE, INC	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	750.00
				BODY CAMERAS	630-402	30	2,808.00
				BODY CAMERAS	630-402	30	33,072.00
				CHECK APCHK 100403 TOTAL FOR FUND 01:			36,630.00
06/26/2023	APCH	100404	BELSON OUTDOORS LLC	REIMB - PARK & REC MEMORIAL PROGRAM	310-914	00	1,978.94
06/26/2023	APCH	100406	BOB BARKER COMPANY INC	JAIL SUPPLIES	650-343	30	360.87
06/26/2023	APCH	100407	BUCKEYE POWER SALES CO INC	MAINTENANCE - BUILDING	630-228	30	305.00
06/26/2023	APCH	100408	CASE LOTS, INC	BUILDING MAINTENANCE SUPPLIES	466-351	10	187.40
				BUILDING MAINTENANCE SUPPLIES	466-351	10	278.78
				CHECK APCHK 100408 TOTAL FOR FUND 01:			466.18
06/26/2023	APCH	100409	Chipotle Willowbrook 83	ACCOUNTS PAYABLE	210-101	00	1,875.00
06/26/2023	APCH	100410	CHRISTINE MARDEGAN	FUEL/MILEAGE/WASH	455-303	10	24.50
06/26/2023	APCH	100411*#	CHRISTOPHER B. BURKE	FEES - ENGINEERING	720-245	35	1,375.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND				FEES - ENGINEERING	720-245	35	268.50
				CHECK APCHK 100411 TOTAL FOR FUND 01:			1,644.00
06/26/2023	APCH	100412#	COMED	RED LIGHT - COM ED	630-248	30	41.01
				ENERGY - STREET LIGHTS	745-207	35	789.59
				ENERGY - STREET LIGHTS	745-207	35	539.38
				ENERGY - STREET LIGHTS	745-207	35	305.73
				ENERGY - STREET LIGHTS	745-207	35	41.41
				ENERGY - STREET LIGHTS	745-207	35	520.77
				ENERGY - STREET LIGHTS	745-207	35	33.46
				CHECK APCHK 100412 TOTAL FOR FUND 01:			2,271.35
06/26/2023	APCH	100414#	CONNECTA SATELLITE SOLUTIONS LLC	PHONE - TELEPHONES	455-201	10	72.79
				PHONE - TELEPHONES	630-201	30	72.79
				CHECK APCHK 100414 TOTAL FOR FUND 01:			145.58
06/26/2023	APCH	100416	DUPAGE COUNTY ANIMAL CARE & CONT	ANIMAL CONTROL	650-268	30	200.00
06/26/2023	APCH	100417	ELEMENT CONSULTING NETWORK	PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	2,000.00
06/26/2023	APCH	100419	FLIP TRENCHESKI	PARK PERMIT FEES	310-814	00	200.00
06/26/2023	APCH	100420	FREDRIKSEN FIRE EQUIPMENT	MAINTENANCE - BUILDING	466-228	10	793.00
06/26/2023	APCH	100421	GAIL FRANSEN	BUILDING PERMITS	310-401	00	1,734.90
06/26/2023	APCH	100422	GBJ SALES, LLC	STREET IMPROVEMENTS	765-685	35	596.00
06/26/2023	APCH	100424	GRAINGER	OPERATING SUPPLIES & EQUIPMENT	710-401	35	148.25
06/26/2023	APCH	100425	IAP AUDIO PRODUCTIONS	PHONE - TELEPHONES	455-201	10	300.00
06/26/2023	APCH	100426	ILLINOIS STATE POLICE	DEFERRED REV - STATE FORFEITED/NARCIN	220-114	00	800.00
06/26/2023	APCH	100427	INDEPENDENCE TOWING & RECOVERY	MAINTENANCE - VEHICLES	630-409	30	375.00
06/26/2023	APCH	100428	INTOXIMETERS	OPERATING EQUIPMENT	630-401	30	235.75
06/26/2023	APCH	100429	JOHN FENSKE	COMMUNITY EVENTS	585-522	20	19.93
06/26/2023	APCH	100430	KARA CO. INC.	OPERATING SUPPLIES & EQUIPMENT	710-401	35	136.99
06/26/2023	APCH	100431	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	300.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
06/26/2023	APCH	100432*#	KLOEPFER CONSTRUCTION, INC.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	2,020.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	1,770.00
				CHECK APCHK 100432 TOTAL FOR FUND 01:			3,790.00
06/26/2023	APCH	100433	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY	470-239	10	11,327.68
				FEES - VILLAGE ATTORNEY	470-239	10	2,938.34
				FEES - VILLAGE ATTORNEY	470-239	10	606.00
				FEES - VILLAGE ATTORNEY	470-239	10	1,595.40
				CHECK APCHK 100433 TOTAL FOR FUND 01:			16,467.42
06/26/2023	APCH	100436	MORTON SALT INC	SALT	755-331	35	15,135.02
				SALT	755-331	35	15,435.51
				CHECK APCHK 100436 TOTAL FOR FUND 01:			30,570.53
06/26/2023	APCH	100437#	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10	315.92
				NICOR GAS (825 MIDWAY)	570-235	20	257.53
				NICOR GAS (7760 QUINCY)	630-235	30	635.04
				NICOR GAS	725-415	35	148.63
				CHECK APCHK 100437 TOTAL FOR FUND 01:			1,357.12
06/26/2023	APCH	100439	NOVOTNY ENGINEERING	ENGINEERING SERVICES	820-262	40	337.50
06/26/2023	APCH	100440	OCCUPATIONAL HEALTH CENTERS	PERSONNEL RECRUITMENT	455-131	10	160.00
06/26/2023	APCH	100441	ORBIS SOLUTIONS	INTERNET/WEBSITE HOSTING	715-225	35	810.00
06/26/2023	APCH	100442	P.F. PETTIBONE & CO.	CODE ENFORCE INSPECTION	830-119	40	79.00
06/26/2023	APCH	100443	QUADIENT LEASING USA, INC.	POSTAGE & METER RENT	455-311	10	408.24
06/26/2023	APCH	100444	RAGS ELECTRIC, INC	STREET IMPROVEMENTS	765-685	35	186.75
06/26/2023	APCH	100445	RATHS, RATHS & JOHNSON, INC.	ENGINEERING SERVICES	820-262	40	945.00
				ENGINEERING SERVICES	820-262	40	3,178.00
				CHECK APCHK 100445 TOTAL FOR FUND 01:			4,123.00
06/26/2023	APCH	100446	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30	746.23

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				OPERATING EQUIPMENT	630-401	30	46.60
				OPERATING EQUIPMENT	630-401	30	265.00
				OPERATING EQUIPMENT	630-401	30	27.99
				OPERATING EQUIPMENT	630-401	30	348.00
				OPERATING EQUIPMENT	630-401	30	285.00
				OPERATING EQUIPMENT	630-401	30	1,322.04
				CHECK APCHK 100446 TOTAL FOR FUND 01:			3,040.86
06/26/2023	APCH	100447	RIEKE OFFICE INTERIORS	FURNITURE & OFFICE EQUIPMENT	630-405	30	2,100.00
06/26/2023	APCH	100448	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	119.45
06/26/2023	APCH	100449	SAFEBUILT, LLC	BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	1,746.16
06/26/2023	APCH	100450	SECRETARY OF STATE	MAINTENANCE - VEHICLES	630-409	30	151.00
06/26/2023	APCH	100451	SPORTSFIELD, INC.	BALLFIELD MAINTENANCE	570-280	20	510.00
06/26/2023	APCH	100452	STONE WHEEL, INC.	MAINTENANCE - BUILDING	630-228	30	173.54
				MAINTENANCE - BUILDING	630-228	30	161.23
				CHECK APCHK 100452 TOTAL FOR FUND 01:			334.77
06/26/2023	APCH	100453	TAMAM ALWAFAI	PARK PERMIT FEES	310-814	00	200.00
06/26/2023	APCH	100454	TAMELING INDUSTRIES	MAINTENANCE	725-410	35	1,599.30
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	337.50
				STREET IMPROVEMENTS	765-685	35	981.00
				CHECK APCHK 100454 TOTAL FOR FUND 01:			2,917.80
06/26/2023	APCH	100455	THE BLUE LINE	PERSONNEL RECRUITMENT	630-131	30	298.00
06/26/2023	APCH	100456	THOMAS J BRESCIA	FEES - FIELD COURT ATTORNEY	630-241	30	2,637.50
06/26/2023	APCH	100457	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION	830-117	40	43.00
				ELEVATOR INSPECTION	830-117	40	300.00
				CHECK APCHK 100457 TOTAL FOR FUND 01:			343.00
06/26/2023	APCH	100458	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	209.91
				FEES/DUES/SUBSCRIPTIONS	630-307	30	1,555.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND				CHECK APCHK 100458 TOTAL FOR FUND 01:			1,765.41
06/26/2023	APCH	100459	TRAFFIC CONTROL & PROTECTIONS	ROAD SIGNS	755-333	35	2,380.00
06/26/2023	APCH	100463	ZARINE DEBOO	PARK PERMIT FEES	310-814	00	300.00
06/26/2023	APCH	100464	ZENAS CHAO	PARK PERMIT FEES	310-814	00	200.00
				Total for fund 01 GENERAL FUND			143,518.52

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
06/26/2023	APCH	100398	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	70.86
06/26/2023	APCH	100405	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	425.00
06/26/2023	APCH	100413	COMMERCIAL TIRE SERVICE, INC	VEHICLE MAINTENANCE	401-350	50	537.08
06/26/2023	APCH	100415	DE CIANI, NICK	CUSTOMER OVERPAYMENT	280-135	00	82.49
06/26/2023	APCH	100418	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	150.00
06/26/2023	APCH	100432*#	KLOEPFER CONSTRUCTION, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	9,185.00
06/26/2023	APCH	100435	MIDWEST CHLORINATING, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	10,350.00
06/26/2023	APCH	100438	NJ RYAN TREE & LANDSCAPE LLC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,700.00
06/26/2023	APCH	100461	UNDERGROUND PIPE SOLUTIONS	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	2,400.00
				MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	2,400.00
				CHECK APCHK 100461 TOTAL FOR FUND 02:			4,800.00
06/26/2023	APCH	100462	USABBLUEBOOK	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	923.19
				Total for fund 02 WATER FUND			32,223.62

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND							
06/26/2023	APCH	100411*#	CHRISTOPHER B. BURKE	RESURFACING	600-313	55	26,719.12
06/26/2023	APCH	100423	GEWALT HAMILTON ASSOCIATES INC	COMMUNITY CENTER CONSTRUCTION	600-326	55	4,410.00
06/26/2023	APCH	100434	M & J ASPHALT PAVING COMPANY INC	RESURFACING	600-313	55	102,602.77
				RESURFACING	600-313	55	67,906.14
				CHECK APCHK 100434 TOTAL FOR FUND 10:			170,508.91
06/26/2023	APCH	100460	UMB BANK N.A.	BOND ISSUANCE COSTS	550-404	68	318.00
				BOND ISSUANCE COSTS	550-404	68	318.00
				CHECK APCHK 100460 TOTAL FOR FUND 10:			636.00
				Total for fund 10 CAPITAL PROJECT FUND			202,274.03
			TOTAL - ALL FUNDS				378,016.17

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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING TWO (2) PROPOSALS AND APPROVING THE PURCHASE OF EIGHT (8) PRIMARY PRO SENTRY MOBILE SURVEILLANCE CAMERAS AND SIX (6) SECONDARY PRO SENTRY MOBILE SURVEILLANCE CAMERAS WITH APPLICABLE LICENSING SOFTWARE FROM MOBILE SYSTEMS AT A COST NOT TO EXCEED \$150,000.00

**AGENDA NO:** 6.e.**AGENDA DATE:** 06/26/2023**STAFF REVIEW:** Lauren Kaspar, Chief of Police**SIGNATURE:****LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY:** Sean Halloran, Village Administrator**SIGNATURE:****ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

With the award of the Attorney General (AG) of the State of Illinois Organized Retail Crime (ORC) Grant in March of 2023, the Department has researched and met with grant identified vendors to prepare for the equipment purchase portion of this grant.

The Intergovernmental Grant Agreement (IGA) between the Village of Willowbrook and the AG of the State of Illinois was approved at the Board Meeting of May 22, 2023, Agenda #9. The grant award was for \$182,000 of which \$157,000 was approved for equipment purchase to be obligated by June 30, 2023. This equipment purchase includes:

- Mobile Pro Sentry Cameras for \$150,000
- Starchase Handheld GPS Launcher for \$7,000

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

The department seeks approval of an ordinance to purchase up to fourteen (14) Mobile Pro Sentry Cameras for a cost not to exceed \$150,000 from Mobile Pro Systems.

The grant specifies the use of the vendor Mobile Pro Systems specifically due to their uniqueness of product and capabilities and expectations to deliver desired results as set forth in the AG's ORC Program. Therefore, we seek Board approval to waive competitive bids for these purchases.

**ACTION PROPOSED:** Adopt the Resolution.

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

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING TWO (2) PROPOSALS AND APPROVING THE PURCHASE OF EIGHT (8) PRIMARY PRO SENTRY MOBILE SURVEILLANCE CAMERAS AND SIX (6) SECONDARY PRO SENTRY MOBILE SURVEILLANCE CAMERAS WITH APPLICABLE LICENSING SOFTWARE FROM MOBILE SYSTEMS  
AT A COST NOT TO EXCEED \$150,00.00**

**WHEREAS**, the corporate authorities of the Village of Willowbrook (the “Village”) previously approved a certain Intergovernmental Grant Agreement (“IGA”) between the Village and the Attorney General of the State of Illinois (“AG”), in which the Village received the State of Illinois Organized Retail Crime (“ORC”) Grant Award of \$182,000.00, of which \$157,000.00 was approved for equipment used to combat retail crime; and

**WHEREAS**, the ORC grant specifies the use of the vendor Mobile Pro Systems, specifically due to their mobile surveillance cameras’ capabilities and expectations to deliver the desired results as set forth in the AG’s ORC Program; and

**WHEREAS**, Mobile Pro Systems is the sole source provider of the specific type of mobile surveillance camera specified in the ORC Grant capable of delivering the desired results as set forth in the AG’s ORC Program.

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

**SECTION 1.** The foregoing recitals are found to be true and correct and are incorporated as if fully set forth herein.

**SECTION 2.** The purchase of eight (8) Primary Pro Sentry Mobile Surveillance Cameras, with Applicable Licensing Software, at a cost of \$12,003.63 per camera, and six (6) Secondary Pro Sentry Mobile Surveillance Cameras, with Applicable Licensing Software, at a cost of \$8,995.17 per camera, is hereby approved. Copies of said proposals, with specifications, are

attached hereto as Exhibit “A” and made a part hereof, all at a total cost not to exceed One Hundred Fifty Thousand Dollars and 00/100ths (\$150,000.00).

**SECTION 3.** The Village Mayor be and is hereby authorized and directed to execute a Purchase Order for said equipment on behalf of the Village.

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**SECTION 4.** This resolution shall be in full force and effect from and after its passage of approval in the manner provided by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 26<sup>th</sup> day of June, 2023 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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

ATTEST:

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

**EXHIBIT “A”**

**MOBILE PRO SYSTEMS  
PROPOSALS & PURCHASE ORDER**

**Tax Exempt #E9997-4304-07**  
**FEIN #36-6097046**

PURCHASE ORDER # **PD 23-0007**

DATE 06/21/203

SALES PERSON Jeron Stiffler

DELIVERY DATE \_\_\_\_\_

TELEPHONE # \_\_\_\_\_

TO: Mobil Pro Systems

250 Lothenbach Ave.

West St. Paul, MN 55118

QTY	STOCK NO.	DESCRIPTION	PER	TOTAL
6		Power sentry control section long (Secondary Units) • Camera and computer controls included	\$8,995.17	\$53,971.00
8		Power sentry control section long (Primary Units) • Camera and computer controls included	\$12,003.63	\$96,029.00
		S&H		
		TAX EXEMPT TOTAL		\$150,000.00

Approved by: \_\_\_\_\_ Account # \_\_\_\_\_



## QUOTE # 26335

DATE: 6/15/2023

QUOTE #: 26335

QUOTE EXP: 7/17/2023

PROJECT NAME: Willowbrook IL. Police Department /Willowbrook Mobile Surveillance

TO: Willowbrook IL. Police Department  
Benjamin Kadolph  
7760 Quincy Street  
Willowbrook, IL 60527  
630-920-2438  
bkadolph@willowbrook.il.us

QUOTE VERSION	PROJECT SCOPE	PAYMENT TERMS
Jeron Stiffler	Eight Masters for Various Locations	NET 15
QTY	DESCRIPTION	PRICE/UNIT
8	POWER SENTRY CONTROL SECTION LONG	\$12,003.63
		\$96,029.00

QTY	MODEL NUMBER	DESCRIPTION
1	PS-CS-LONG	POWER SENTRY CONTROL SECTION SET FOR 110V CONSTANT POWER
1	PS-BS-1	POWER SENTRY BATTERY SECTION 1 BATTERY
1	PS-AGM-BATT-35AH	AGM BATTERY PACK 35 AH AMP HOUR
1	FC-PNM-9322VQP-HW	FIXED CAMERA 5MP(4)/2MP PTZ IR - HANWHA PNM-9322VQP W/MOUNT
1	CC-HANWHA	ADDITIONAL CONFIG FOR UFO CAM
1	POE-12-70W-BT	12VDC DUAL CHANNEL HIPOE 70W BT
1	POE-PAS-1	PASSIVE POE INJECTOR - Qty 1
2	EXACQ-LICENSE-PRO	EXACQ 1 YEAR CAMERA LICENSE SERVICE AGREEMENT
1	COMP-MINI-CEL	MINI CELERON WIN10-PRO, 8GB, COMPUTER 25W
1	COMP-4TB SSD DRIVE	4 TB SSD DRIVE WITH CONFIGURATION
1	COM-PS-CP-IBR600	CRADLEPOINT CELLULAR MODEM W/ANTENNAS/INSTALL - IBR600
1	COM-PS-ST BKT/CABLE	PS RADIO STRAIGHT BRACKET SYSTEM AND ETH CABLE
1	COM-UB-NB-AC	UBIQUITI NANOBEAM AC GEN 2 5 GHZ
1	SW-5-NET	5 PORT NETWORK SWITCH / INSTALLATION

### PROPOSAL CREATED BY:

Jeron Stiffler  
Senior Solutions Consultant  
Mobile Pro Systems  
250 Lothenbach Ave.  
West St. Paul MN 55118  
Cell: 651-558-7513  
Direct: 952-324-5860  
eMail: Jeron.Stiffler@MobileProSystems.com

<b>Total Less Options:</b>	<b>\$96,029.00</b>
<b>Estimated Sales Tax:</b>	<b>TBD</b>
<b>Estimated Shipping:</b>	<b>TBD</b>
<b>Estimate TOTAL:</b>	<b>\$96,029.00</b>
Shipping TERMS:	TBD

Freight Charges To Be Determined (TBD) and are based upon quantity ordered and final shipping destination.....

I accept this estimate DATE

System Includes a (1) One Year Limited Warranty  
This QUOTE is valid for 30 days.



## QUOTE # 26336

DATE: 6/15/2023  
 QUOTE #: 26336  
 QUOTE EXP: 7/17/2023  
 PROJECT NAME: Willowbrook IL. Police Department /Willowbrook Mobile Surveillance

TO: Willowbrook IL. Police Department  
 Benjamin Kadolph  
 7760 Quincy Street  
 Willowbrook, IL 60527  
 630-920-2438  
 bkadolph@willowbrook.il.us

SALES PERSON	PROJECT NAME		PAYMENT TERMS
Jeron Stiffler	Six Slave Units for Various Locations		NET 15
QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
6	POWER SENTRY CONTROL SECTION LONG	\$8,995.17	\$53,971.00

QTY	MODEL NUMBER	DESCRIPTION
1	PS-CS-LONG	POWER SENTRY CONTROL SECTION SET FOR 110V CONSTANT POWER
1	PS-BS-1	POWER SENTRY BATTERY SECTION 1 BATTERY
1	PS-AGM-BATT-35AH	AGM BATTERY PACK 35 AH AMP HOUR
1	FC-PNM-9322VQP-HW	FIXED CAMERA 5MP(4)/2MP PTZ IR - HANWHA PNM-9322VQP W/MOUNT
1	CC-HANWHA	ADDITIONAL CONFIG FOR UFO CAM
1	POE-12-70W-BT	12VDC DUAL CHANNEL HIPOE 70W BT
1	POE-PAS-1	PASSIVE POE INJECTOR - Qty 1
2	EXACQ-LICENSE-PRO	EXACQ 1 YEAR CAMERA LICENSE SERVICE AGREEMENT
1	COM-PS-GPS	PS GPS - FOR UNITS W/O CRADLEPOINT MODEM
1	COM-PS-ST BKT/CABLE	PS RADIO STRAIGHT BRACKET SYSTEM AND ETH CABLE
1	COM-UB-NB-AC	UBIQUITI NANOBEAM AC GEN 2 5 GHZ
1	SW-5-NET	5 PORT NETWORK SWITCH / INSTALLATION

### PROPOSAL CREATED BY:

Jeron Stiffler  
 Senior Solutions Consultant  
 Mobile Pro Systems  
 250 Lothenbach Ave.  
 West St. Paul MN 55118  
 Cell: 651-558-7513  
 Direct: 952-324-5860  
 eMail: Jeron.Stiffler@MobileProSystems.com

<b>Total Less Options:</b>	<b>\$53,971.00</b>
<b>Estimated Sales Tax:</b>	<b>TBD</b>
<b>Estimated Shipping:</b>	<b>TBD</b>
<b>Estimate TOTAL:</b>	<b>\$53,971.00</b>
Shipping TERMS:	TBD


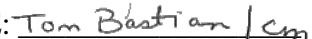

Freight Charges To Be Determined (TBD) and are based upon quantity ordered and final shipping destination.....

I accept this estimate \_\_\_\_\_ DATE \_\_\_\_\_

System Includes a (1) One Year Limited Warranty  
 This QUOTE is valid for 30 days.

**VILLAGE OF WILLOWBROOK****BOARD MEETING****AGENDA ITEM - HISTORY/COMMENTARY****ITEM TITLE:**

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND THE VILLAGE CLERK TO ATTEST TO AN AGREEMENT WITH FALCOS LANDSCAPING, INC. TO PERFORM CONCRETE FLATWORK FOR THE VILLAGE OF WILLOWBROOK

**AGENDA NO. 7****AGENDA DATE: 06/26/2023****STAFF REVIEW:** Alex Arteaga, Asst. to the Village Administrator SIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Sean Halloran, Village AdministratorSIGNATURE: **BACKGROUND/DISCUSSION**

Since its incorporation, the Village has contracted for concrete flatwork services. In prior years, the Village requested services on an informal basis, which required contacting several vendors and collecting quotes for specific services. On May 12, Village staff released RFP #013 for Concrete Flatwork services. Bids for this RFP were due by June 7. Staff received one bid from Falco's Landscaping. The concrete flatwork RFP was directly provided to 14 vendors in total, along with being posted to the Village website. This is the first time in Village history that concrete flatwork services were sought while utilizing the Village of Willowbrook's Purchasing Policy.

The scope of work for this contract includes various concrete services provided to the Village. Falco's Landscaping was the contractor that the Village utilized for concrete flatwork services prior to the publishing of the RFP, so staff remains confident that Falco's will continue to provide quality concrete flatwork services.

See below for Falco's prices.

Item #	Items	Unit	Unit Price
1	Traffic Control & Protection for Temporary Detour	Each	\$0.00
2	Arrow Board	CAL DAY	\$0.00
3	P.C.C. Pavement Patch CL B (7")	SY	\$81.00
4	P.C.C. Driveway Pavement Removal and Replacement (7")	SY	\$81.00
5	P.C.C. Sidewalk Removal and Replacement (5" & 7")	SF	\$9.00
6	P.C.C. Patio Removal and Replacement	SF	\$9.00
7	Combination Concrete Curb & Gutter Removal and Replacement (M3.12, B6.12, B6.18)	LF	\$25.00
8	Combination Concrete Curb & Gutter Removal and Replacement (B6.24)	LF	\$25.00
9	Detectable Warning Fields	Each	\$140.00
10	Detectable Warning Fields (Supplied by Municipality)	Each	\$0.00
11	Reinforcement Bars, Epoxy Coated – Two Continuous No. 5	LF	\$1.00
12	Tree Grate Installation	Each	\$0.00

**Supplemental Pricing**

Item #	Items	Unit	Unit Price
Supp Item 1	VV, MH, INLET, CB TO BE ADJUSTED	Each	\$125.00
Supp Item 2	AGGREGATE BASE COURSE, TYPE B, 4- INCH	SY	\$60.00

As mentioned previously, Falco's is a contractor that has been used in the past on a project-by-project quote basis. Below is a comparison on the previous pricing supplied to the Village and Falco's new contractual pricing:

Item#	Items	Unit	Contractual Price	Prior to Contract Price
3	P.C.C. Pavement Patch CL B (7")	SY	\$81.00	\$90.00
4	P.C.C. Driveway Pavement Removal and Replacement (7")	SY	\$81.00	\$90.00
5	P.C.C. Sidewalk Removal and Replacement (5" & 7")	SF	\$9.00	\$18.00
6	P.C.C. Patio Removal and Replacement	SF	\$9.00	\$18.00
7	Combination Concrete Curb & Gutter Removal and Replacement (M3.12, B6.12, B6.18)	LF	\$25.00	\$33.00
8	Combination Concrete Curb & Gutter Removal and Replacement (B6.24)	LF	\$25.00	\$33.00

All other items included in the bid pricing table (Items #1-2 & 9-12) are either company owned equipment or material costs.

**STAFF RECOMMENDATION**

Since Falco's Landscaping was the lone bidder, staff recommends adopting the resolution to approve the execution of a contract with Falco's Landscaping for concrete flatwork services to be provided to the Village.

**ACTION PROPOSED:** Adopt the Resolution.

## Falco's Landscaping

Item #	Items	Unit	Unit Price
1	Traffic Control & Protection for Temporary Detour	Each	\$0.00
2	Arrow Board	CAL DAY	\$0.00
3	P.C.C. Pavement Patch CL B (7")	SY	\$81.00
4	P.C.C. Driveway Pavement Removal and Replacement (7")	SY	\$81.00
5	P.C.C. Sidewalk Removal and Replacement (5" & 7")	SF	\$9.00
6	P.C.C. Patio Removal and Replacement	SF	\$9.00
7	Combination Concrete Curb & Gutter Removal and Replacement (M3.12, B6.12, B6.18)	LF	\$25.00
8	Combination Concrete Curb & Gutter Removal and Replacement (B6.24)	LF	\$25.00
9	Detectable Warning Fields	Each	\$140.00
10	Detectable Warning Fields (Supplied by Municipality)	Each	\$0.00
11	Reinforcement Bars, Epoxy Coated – Two Continuous No. 5	LF	\$1.00
12	Tree Grate Installation	Each	

### Supplemental Pricing

Item #	Items	Unit	Unit Price
Supp Item 1	VV, MH, INLET, CB TO BE ADJUSTED	Each	\$125.00
Supp Item 2	AGGREGATE BASE COURSE, TYPE B, 4- INCH	SY	\$60.00

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

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE  
AND THE VILLAGE CLERK TO ATTEST TO AN AGREEMENT WITH FALCOS  
LANDSCAPING, INC. TO PERFORM CONCRETE FLATWORK FOR THE VILLAGE  
OF WILLOWBROOK**

---

**WHEREAS**, the Village of Willowbrook (the “Village”) sought proposals for the performance of certain concrete flatwork (the “Project”) for the Village; and

**WHEREAS**, the only contractor to submit a proposal for the Project is Falcos Landscaping, Inc.; and

**WHEREAS**, upon review of the Falcos Landscaping, Inc.’s proposal, the Village has determined that it is in the best interest of the Village to enter into an agreement with Falcos Landscaping, Inc. to perform concrete flatwork for the Village of Willowbrook at those unit prices and utilizing the equipment, all as set forth in Falcos Landscaping, Inc.’s proposal dated June 6, 2023, attached hereto as Exhibit “A” and expressly made a part of this Resolution and Agreement, as if each term of said proposal was repeated verbatim.

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**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest, to an Agreement with Falcos Landscaping, Inc., to perform concrete flatwork for the Village at a cost not to exceed the unit prices set forth in Falcos' Response to Request for Proposals and Agreement, attached hereto as Exhibit "A" and made a part hereof, which is hereby approved.

PASSED and APPROVED this 26<sup>th</sup> day of June, 2023, by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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

ATTEST:

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

**EXHIBIT “A”**

**Agreement with Falcos Landscaping, Inc. and Response to Request for Proposals  
for Concrete Flatwork**

# REQUEST FOR PROPOSAL

FOR CONCRETE FLATWORK

FOR

THE VILLAGE

OF WILLOWBROOK



Advertised: May 12, 2023

Due: June 7, 2023, 11:00 a.m.

### **LEGAL NOTICE**

Official notice is hereby given that separate sealed proposals will be received at Village Hall, Village of Willowbrook, 835 Midway Drive., Willowbrook, IL 60527 until 11:00 a.m. local time on June 7, 2023, and then at said office publicly opened and read aloud for the following:

**RFP NO: 013**

### **RFP ON: CONCRETE FLATWORK**

The Village of Willowbrook seeks assistance from a highly qualified firm to provide concrete flatwork for the Village of Willowbrook as described in this Request for Proposal (RFP). **Sealed** proposals must be received at Village Hall, 835 Midway Drive, Willowbrook, IL, **before June 7, 2023 at 11:00 a.m.** per the requirements stated in the RFP. No late, faxed, or electronic proposals will be accepted.

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

Questions pertaining to the project may be directed to Alex Arteaga [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us) no later than May 29, 2023, by 5:00 p.m.

Alex Arteaga

Assistant to the Village Administrator

Village of Willowbrook

**Bid Pricing Table**

Item #	Items	Unit	Unit Price
1	Traffic Control & Protection for Temporary Detour	Each	\$ 0 <sup>00</sup>
2	Arrow Board	CAL DAY	\$ 0 <sup>00</sup>
3	P.C.C. Pavement Patch CL B (7")	SY	\$ 81 <sup>00</sup>
4	P.C.C. Driveway Pavement Removal and Replacement (7")	SY	\$ 81 <sup>00</sup>
5	P.C.C. Sidewalk Removal and Replacement (5" & 7")	SF	\$ 9 <sup>00</sup>
6	P.C.C. Patio Removal and Replacement	SF	\$ 9 <sup>00</sup>
7	Combination Concrete Curb & Gutter Removal and Replacement (M3.12, B6.12, B6.18)	LF	\$ 25 <sup>00</sup>
8	Combination Concrete Curb & Gutter Removal and Replacement (B6.24)	LF	\$ 25 <sup>00</sup>
9	Detectable Warning Fields	Each	\$ 140 <sup>00</sup>
10	Detectable Warning Fields (Supplied by Municipality)	Each	\$ 0 <sup>00</sup>
11	Reinforcement Bars, Epoxy Coated – Two Continuous No. 5	LF	\$ 1 <sup>00</sup>
12	Tree Grate Installation	Each	\$

**Supplemental Pricing Table**

Item #	Items	Unit	Unit Price
Supp Item 1	VV, MH, INLET, CB TO BE ADJUSTED	Each	\$ 125 <sup>00</sup>
Supp Item 2	AGGREGATE BASE COURSE, TYPE B, 4- INCH	SY	\$ 60 <sup>00</sup>



## SUBMISSION INFORMATION

Village of Willowbrook  
835 Midway Dr  
Willowbrook, IL 60527

INVITATION: #013  
BID OPENING DATE: June 7, 2023  
TIME: 11:00 A.M. Local Time  
LOCATION: Village Hall

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

## REQUEST FOR PROPOSAL INFORMATION

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

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

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

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

Typed/Printed Name: FALCO POSAS Date: JUNE - 06 - 2023

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

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

## PROJECT SPECIFICATIONS

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

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

The Village employs 48 full-time equivalent employees and includes a strong network of community volunteers serving on many Boards and Commissions. Willowbrook operates under the Mayor-Trustee form of government. The Mayor and six Trustees are all elected on an at-large basis. A professional Village Administrator oversees the day-to-day operations of the Village.

### 2. INTENT

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

- Concrete Flatwork

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

### 3. PROPOSAL PRICE

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

### 4. AWARD

Award will be made to the Contractor who is best qualified to perform in accordance with the terms and conditions of the specifications including the evaluation criteria specified herein for each group. The Village reserves the right to award the bid in part, or in whole, or not award any portion of the bid, whatever is deemed to be in the best interest of the Village. The Village further reserves the right to reject any or all proposals.

## **5. TERM OF AGREEMENT**

Services are expected to begin in Summer 2023.

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

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

Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead or profit.

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

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

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

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

## **6. SPECIFICATIONS**

See pages 19-32.

## **7. INVOICES AND PAYMENTS**

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

Invoices shall be delivered to:

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

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

DATE	ACTIVITY
May 12, 2023	Request for Proposals are advertised on the Village website.
May 29, 2023	Last day to submit questions and requests for clarification.
June 7, 2023	<b>Deadline for Proposal Submission.</b> Proposals received after the date and time identified will be returned unopened.  Submit One (1) original, one (1) copy, and one (1) electronic (USB or compact disc) copy of the complete/signed proposal by June 7, 2023 before 11:00 A.M. CST, to:  Village of Willowbrook  835 Midway Dr, Willowbrook IL 60527  RFP # 013  RFP ON: CONCRETE FLATWORK
June 26, 2023	Potential Approval of Firm by Willowbrook Board of Trustees
TBD	Services Start Date, no earlier than 6/26/2023.

## 9. ADDITIONAL INFORMATION

Should the Contractor require additional information about this request for proposal, submit questions via email to: [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us). Questions are required no later than 5:00 P.M. on May 29, 2023.

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

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

## INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

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## 1. ADDITIONAL INFORMATION

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

## 2. SUBMISSION OF PROPOSAL

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

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

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

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

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

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

### **4. EVALUATION PROCESS**

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

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

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

- i. The specific services to be provided;
- ii. Qualifications of the offeror, including work on projects of similar scope and experience, the background of project personnel, etc., and;

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

## **5. EVALUATION CONSIDERATION**

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

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

### **B. Required Submittals**

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

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

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

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

- i. Acceptable;
- ii. Unacceptable

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

**1. Services Provided**

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

**2. Qualifications and Experience of Firm**

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

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

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

**3. References of the Firm**

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

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

**4. Proposal Pricing**

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

## GENERAL TERMS AND CONDITIONS

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### 1. CONTRACTOR QUALIFICATIONS

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

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

### 2. ADDITIONS/DELETIONS

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

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

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

### 3. DOCUMENT OBTAINED FROM OTHER SOURCES

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

### 4. CONTACT WITH VILLAGE PERSONNEL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **10. SUBCONTRACTORS**

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

#### **11. PRECEDENCE**

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

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

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

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

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

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

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

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

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

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

#### **15. TERMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **21. PROTEST PROCEDURE**

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

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

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

## **22. CONFIDENTIALITY**

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

## **23. RESPONSIBILITY OF CONTRACTOR**

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

## **24. EXCEPTIONS TO SPECIFICATIONS**

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

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

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

## **25. NON-EXCLUSIVITY**

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

## **26. COMPETENCY OF CONTRACTOR**

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

## **SPECIFICATIONS**

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### **1. INTENT**

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

- Concrete Flatwork.

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

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

The Work consists of furnishing all labor, materials, equipment, and other incidentals necessary for the complete removal and replacement of concrete sidewalk, curb & gutter, driveways, small street patches, patios, installation of ADA detectable warnings, traffic control, tree grates, and other miscellaneous items at various locations within the municipality.

### **3. CONTRACTOR SUBMITTALS**

2.1 Prior to beginning work, the Contractor shall furnish to the Municipality the necessary certifications that all materials to be used meet the specification of Division 1000, MATERIALS per the Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction" (Adopted January 1, 2022) and "Supplemental Specifications and Recurring Special Provisions" (Adopted January 1, 2023), hereinafter referred to as the "Standard Specifications".

2.2 Prior to beginning work, the Contractor shall provide a list of contacts including the name and phone number of the Project Manager, each crew leader, and an emergency contact who shall be available 24 hours a day, 7 days a week.

2.3 Following the award of construction contract and prior to starting work, the Contractor shall coordinate a schedule with the Public Works Foreman (or his/her designee) to show the proposed sequence of work and how the Contractor proposes to complete the work prior to the completion date(s) specified herein.

### **4. TECHNICAL SPECIFICATION**

The Contractor shall complete the work in accordance with the Standard Specifications, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions which apply to and govern the construction of this work. The Contractor shall comply with all other applicable ordinances and requirements of State, County, Local and other agencies having jurisdictional authority over the work. Where there is a conflict between these Specifications, the Standard Specifications and other applicable requirements, the most restrictive requirement shall prevail. The Contractor

shall provide all necessary labor, tools, equipment, materials and other appurtenances necessary to complete the work unless otherwise noted in these Specifications.

#### **5. MATERIALS & SERVICES TO BE PROVIDED BY THE MINICIPALITIES**

The Municipality shall provide the Contractor with a list(s) of repairs sorted by address and a map showing the approximate location of each repair.

#### **6. MATERIAL TESTING**

QC Testing is not required for materials used associated with this project. The Municipality may contract with a separate material testing firm to perform materials testing if it is in the best interest of the Municipality. If testing performed by the Municipality results in unsatisfactory results, the Contractor shall take corrective action to ensure the materials meet the Standard Specifications. The corrective action must be approved by the Public Works Foreman (or his/her designee). The Municipality, at its own discretion, may require unsatisfactory material to be removed and replaced at no additional cost to the Municipality.

#### **7. RESIDENT NOTIFICATION**

Residents shall be notified in writing 48 hours in advance of work adjacent their driveway that will prohibit access including sidewalk, driveway, curb & gutter, or pavement improvements. The notification must include an alternate date in case of rain or other cancellations and Contractor's contact person(s) and phone number for additional information.

Driveways shall be kept barricaded for a minimum of 3 days.

#### **8. PROTECTION OF WORK**

The Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

#### **9. REMOVAL AND HAULING OF DEBRIS**

All material excavated during the progress of the work shall be immediately loaded and hauled away and shall not be stored in the street or parkway area.

#### **10. RESTORATION**

**Restoration of areas adjacent to the proposed improvements, not identified for additional work, shall be incidental to all Pay Items.**

Restoration includes all the landscape, driveway, sidewalk, or pavement restoration within 2 feet of improved areas, unless otherwise determined by the Municipality. Any damage due to negligence of the Contractor or deemed unnecessary by the Municipality will be restored at no additional cost to the Municipality. Restoration must be completed to the satisfaction of the Public Work Director (or his/her designee). The Public Works Foreman (or his/her designee)

may request restoration not satisfactorily completed to be removed and replaced at no additional cost to the Municipality.

All restored areas shall be saw-cut to provide a neat vertical face between the existing surface and the work performed.

Concrete restoration shall meet the Specifications as listed herein.

#### **11. SAW CUTTING**

Saw cutting shall be performed as needed to protect areas adjacent to proposed improvements, provide a neat clean vertical face between the existing surface and the work performed, and as specified herein. Note, OSHA saw cutting regulations must be followed regarding the use of a wet saw.

**Saw cutting will not be paid for separately but will be included in the items for which this work applies.**

#### **12. CONCRETE CURING**

As soon as the finished concrete has lost its sheen, a spray-on membrane curing compound conforming to Section 1022.01 and Section 1020.13 of the Standard Specifications shall be applied to all finished concrete surfaces. The membrane curing compound shall be white pigmented, no clear curing compound will be allowed. WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR. All Portland Cement Concrete shall be treated with a protective coat application.

#### **13. MOBILIZATION**

This work shall be done in accordance with Section 671 of the Standard Specifications except as modified herein.

Mobilization will not be paid for separately but will be included in the items for which this work applies.

#### **14. TREE PROTECTION AND PRUNING**

The Contractor shall prune vegetation that interferes with construction (e.g., tree branches, overgrown bushes, etc.) in accordance with Section 201.05 of the Standard Specifications. The Contractor shall not remove existing trees without prior approval of the Public Works Foreman (or his/her designee).

**The cost of tree protection and pruning is incidental to the contract.**

#### **15. TRAFFIC CONTROL AND PROTECTION**

This work shall be done in accordance with the applicable portions of Section 701 of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and any details and Highway Standards contained in the Plans and Special Provisions, and the Special Provisions contained herein, except as modified herein. Special Attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Recurring Local Roads and Streets Special Provisions, and Special Provisions contained herein, relating to traffic control.

HIGHWAY STANDARDS: 701301, 701311, 701501, 701801, 701901

DISTRICT ONE DETAILS: Traffic Control and Protection for Side Roads, Intersections, and Driveways.

RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS:

Work Zone Traffic Control Surveillance, Flaggers in Work Zones.

This work includes furnishing, installing and maintaining of all temporary signs, barricades, warning lights, fences, flagmen, and other devices which are to be used for purposes of regulating, warning or guiding vehicular or pedestrian traffic during construction of this project.

All barricades shall have working lights or flashers attached and be operational during nighttime hours.

The Contractor shall maintain one lane open to traffic at all times. Two lanes of traffic shall be maintained at all times during nonworking hours. Type II barricades (State of Illinois Standard 2299-9) with lights shall be maintained, whenever one lane of traffic is to be closed, at 25-foot intervals, except wherever there is a vertical grade difference of six inches or more; barricades shall be spaced at ten-foot intervals, throughout the improvement.

When it becomes necessary to close a street due to work through an intersection or street crossing, the Contractor shall provide traffic control devices in accordance with State of Illinois Standard "701501-06".

No excavation shall be left open overnight. All traffic control devices shall remain in place until specific authorization for their removal is received from the Public Work Foreman (or his/her designee).

No work shall proceed unless all traffic control devices are in place as specified herein or as determined by the Public Work Foreman (or his/her designee).

All traffic control devices shall be kept clean and neat and shall be replaced immediately if they become ineffective due to damage or defacement.

The Contractor shall contact the Municipality at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. Removal and replacement of curb and gutter and driveways shall be planned so as to cause a minimum of inconvenience to the abutting property owners. The work shall be accomplished such that the streets will be left open to local traffic at the end of each working day.

**This work will not be paid for separately but will be included in the items for which this work applies.** This work includes all labor, materials, installation, transportation, maintenance, handling, flagmen and incidental expenses or work necessary to furnish, install, maintain and remove all traffic control devices indicated herein and as determined by the Public Work Foreman (or his/her designee) to complete the work as specified. Additional flaggers, fencing, signs, or barricades as may be required by the Public Work Foreman (or his/her designee) for

safe movement of traffic and pedestrians will not be paid for separately but will be included in the items for which this work applies.

**16. PAY ITEMS**

**a. TRAFFIC CONTROL AND PROTECTION FOR TEMPORARY DETOUR**

When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain and remove all applicable traffic control devices along the detour route as determined by the Public Work Foreman (or his/her designee).

Basis of Payment: This work will be paid for at the contract unit price per each for TRAFFIC CONTROL AND PROTECTION FOR TEMPORARY DETOUR.

**b. ARROW BOARD**

This work shall include providing and maintaining an Arrow Board for traffic control in accordance with the applicable portions of Section 701 of the Standard Specifications and Highway Standards 701301, 701311, 701501, 701801 and 701901 when requested by the Public Work Foreman(or his/her designee).

Basis of Payment: When an Arrow Board is requested by the Public Work Foreman (or his/her designee) this work will be paid for at the contract unit price per calendar day for each ARROW BOARD.

**c. P.C.C. PAVEMENT PATCH – CL B (7")**

This Pay Item intended to be used on municipal-owned concrete roadways.

This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 442. This pay item shall include saw-cutting, removal of the existing concrete, preparation of existing base, dowel bars, tie bars, installation of new concrete patch, contraction joint and expansion joints. Joints do not need to be sealed.

Dowel bars and tie bars are required in the new concrete patch.

Also included in this Pay Item is the installation of integral or monolithic curb where existing monolithic or integral curb exists. In this case, the pavement patch will be measured to the back-of-curb.

The concrete shall be Class PP-1 Portland Cement Concrete per Section 1020 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for P.C.C. PAVEMENT PATCH CL B (7").

**d. P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (7")**

This item shall include the removal and replacement of Portland Cement Concrete driveway of the thickness specified. This work shall be done in

accordance with the Standard Specifications insofar as applicable, including Section 423 and 440.

The Contractor shall saw-cut a perpendicular clean joint between that portion of the driveway to be removed and that which is to remain in place. If the Contractor removes or damages the existing driveway outside the limits designated by the Public Work Director (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee).

The concrete shall be Class PV Portland Cement Concrete per Section 1020 of the Standard Specifications.

Expansion joints will be required as specified in Standard Specifications. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway.

Basis of Payment: This work will be paid for at the contract unit price per square yard for P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (6).

**e. P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5" & 7")**

This item shall include the removal and replacement of Portland Cement Concrete sidewalk of the thickness specified. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 424 and 440.

The Contractor shall saw-cut a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Public Work Director (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee).

Sidewalk construction across driveways WILL BE SAWCUT ON BOTH SIDES ADJACENT TO THE DRIVEWAY to reduce the possibility of damage to the driveway. Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement.

The concrete shall be Class SI Portland Cement Concrete per Section 1020 of the Standard Specifications.

Expansion joints will be required as specified in Standard Specifications except the maximum spacing will be 50 feet. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway.

The thickness of the new sidewalk shall be a minimum of five (5") inches or equal to the thickness of the existing sidewalk whichever is greater. Sidewalks within the limits of existing or proposed driveways shall have a minimum thickness of seven (7") inches. This additional thickness of sidewalk will be considered incidental to the contract unit price for Sidewalk Removal and Replacement.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so the maximum cross-slope is two percent (2%), except as may be otherwise directed by the Public Work Director (or his/her designee).

For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5" & 7").

**f. P.C.C. PATIO REMOVAL AND REPLACEMENT**

This item shall consist of the removal and replacement of Portland Cement Concrete patios.

Patios are defined as areas with no access to repairs with a motorized vehicle, requiring the Contractor to perform the work with alternative removal, hauling, and delivery methods.

Stair work will also be paid for under this pay item.

This work shall be performed in accordance with Pay Item for P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5" & 7")

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. PATIO REMOVAL AND REPLACEMENT.

**g. COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18)**

This work shall consist of removal and replacement of M3.12, B6.12 and B6.18 combination concrete curb and gutter to match existing. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 440 and 606.

The Contractor shall saw-cut a perpendicular clean joint between that portion of the combination concrete curb & gutter to be removed and that which is to remain in place. If the Contractor removes or damages the existing combination concrete curb & gutter outside the limits designated by the Public Work Director (or his/her designee) for removal, he will be required to remove and replace that

portion at his own expense to the satisfaction of the Public Work Director (or his/her designee).

Existing pavement (HMA or concrete), driveways, or sidewalks adjacent to combination concrete curb & gutter to be removed and replaced shall be saw-cut to reduce the possibility of damage to the existing pavements, driveways, or sidewalks. Any damage to existing pavement, driveways, or sidewalks will be repaired with like materials and at no additional cost to the Municipality.

The concrete shall be Class SI Portland Cement Concrete per Section 1020 of the Standard Specifications. All Portland Cement Concrete shall be treated with a protective coat application.

Contraction joints shall be installed according to the Standard Specifications every fifteen feet or at wider spacing if required by the Public Work Director (or his/her designee). For continuous sections greater than 50 feet long, one (1) transverse expansion joints shall be required every 50'. For continuous sections 0-50 feet long, one (1) transverse expansion joint shall be required. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to this Pay Item.

Existing tie bars must be retained or replaced as existing. Dowel bars shall be drilled into existing combination concrete curb & gutter at both ends of the removal and replacement. Tie and dowel bars are considered incidental to this Pay Item.

The new curb must be depressed for wheelchair ramps where sidewalk abuts the curb, then tapered up to full height within two feet.

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18).

**h. COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT (B6.24)**

This work shall consist of removal and replacement of B6.24 combination concrete curb and gutter to match existing. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 440 and 606.

This work shall be performed in accordance with Pay Item for COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18).

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (B6.24).

i. **DETECTABLE WARNING FIELDS**

Detectable Warnings shall be brick red, cast-in-place composite panels with inline dome pattern. Acceptable manufactures are ADA Solutions, Inc. or Armorcast Product Company. Panels shall be installed in accordance with the latest ADAAG guidelines and at the direction of the Public Works Foreman (or his/her designee).

Basis of Payment: This work will be paid for at the contract unit price per each for DETECTABLE WARNING FIELDS

j. **DETECTABLE WARNING FIELDS (SUPPLIED BY MUNICIPALITY)**

This Pay Item is to be used in the Municipality where the Detectable Warning Field (DWF) will be supplied by the Municipality. This Pay Item is for installation only of the DWF.

Supplied DWF shall be installed in accordance with the latest ADAAG guidelines and at the direction of the Public Works Foreman (or his/her designee).

The contractor shall coordinate with the Municipality to acquire the needed DWFs.

Basis of Payment: This work will be paid for at the contract unit price per each for DETECTABLE WARNING FIELDS (SUPPLIED BY MUNICIPALITY).

k. **REINFORCEMENT BARS, EPOXY COATED – TWO CONTINUOUS NO. 5**

This Pay Item is to be used in the Municipality where it is required when Pay Item for COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18) is used.

Two (2) continuous No. 5 reinforcing bars shall be provided along the entire length of new constructed Combination Concrete Curb & Gutter.

Basis of Payment: This work will be paid for at the contract unit price per foot for REINFORCEMENT BARS, EPOXY COATED – TWO CONTINUOUS NO. 5.

COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18) installed will be paid separately and is not included in this Pay Item.

l. **TREE GRATE INSTALLATION**

This work shall consist of forming in place for the installation of cast iron tree grates (to be provided by others) at various locations as marked by the Public Work Foreman (or his/her designee). All locations will be in areas where the existing sidewalk is being replaced. After 24 hours advance notice by the Contractor prior to pouring, all grates will be delivered to the site, at which time

the grate shall be set on the form, adjusted to finished grade, and approved by the Public Work Foreman (or his/her designee).

Basis of Payment: This work shall be paid for at the contract unit price per each for TREE GRATE INSTALLATION.

**m. SUPPLEMENT ITEM – AGGREGATE BASE COURSE, TYPE B, 4-INCH**

This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 351, 311, and 1004.

The base course shall be constructed of not more than 4-inches of thickness when compacted. The base course shall have a gradation of CA-6, Grade 8, Crushed Limestone. No crushed concrete will be allowed.

Prior to installation of the aggregate base course, the subgrade shall be rolled smoothly with a roller to provide a smooth surface for placement of the aggregate base course.

Basis of Payment: This work will be paid for at the contract unit price per square yard for AGGREGATE BASE COURSE, TYPE B, 4-INCH.

**17. ANNUAL COMPENSATION ADJUSTMENT**

See Section 5. Term of Agreement in the Project Specifications portion of this RFP.

**18. SCHEDULING OF WORK AND COMPLETION DATES**

The Contractor shall coordinate directly with Public Works Foreman (or his/her designee) for the Municipality to schedule the work.

The Contractor shall notify the Municipality no less than 72 hours prior to the start of any construction.

The Contractor shall notify residents in writing 48 hours in advance of any work which will affect their driveway access. The duration of driveway closures shall not exceed 96 hours unless agreed to by the property owner and the Public Works Foreman (or his/her designee).

All work shall be completed prior to October 31 of each year unless otherwise agreed to by the Municipality.

## **SPECIAL TERMS & CONDITIONS**

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### **1. INSURANCE**

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

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

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

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

This insurance shall include coverage for all of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. AFFIDAVITS**

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

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

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

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

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

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

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

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

## **6. TOXIC SUBSTANCES DISCLOSURES**

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

## REFERENCES

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

Municipality/Agency: VILLAGE OF WILLOWBROOK  
Address: 7760 S. QUINCY ST.  
City, State, Zip Code: WILLOWBROOK IL. 60527  
Contact Person/Telephone Number: ANDREW PASSERO (630) 303-514-3329  
Dates of Service/Award Amount: \_\_\_\_\_

Municipality/Agency: VILLAGE OF WOODBRIDGE  
Address: 5 PLAZA DR.  
City, State, Zip Code: WOODBIDGE ILL. 60517  
Contact Person/Telephone Number: BEN SANTORE (630) 768-6982  
Dates of Service/Award Amount: \_\_\_\_\_

Municipality/Agency: VILLAGE OF ITASCA  
Address: 550 W. IRVING PARK RD.  
City, State, Zip Code: ITASCA IL. 60143  
Contact Person/Telephone Number: KEVIN FARLEY (630) 546-3693  
Dates of Service/Award Amount: \_\_\_\_\_

Municipality/Agency: VILLAGE OF CAROL STREAM  
Address: 124 GERZEVSKE LN.  
City, State, Zip Code: CAROL STREAM IL. 60188  
Contact Person/Telephone Number: PHILL MODAFF (630) 871-6260  
Dates of Service/Award Amount: \_\_\_\_\_

Municipality/Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Contact Person/Telephone Number: \_\_\_\_\_  
Dates of Service/Award Amount: \_\_\_\_\_

## DISQUALIFICATION OF CERTAIN CONTRACTORS

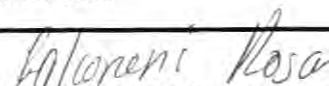
### PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

  
(Signature of Contractor if the Contractor is an Individual)

(Signature of Partner if the Contractor is a Partnership)

(Signature of Officer if the Contractor is a Corporation)

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

Subscribed and sworn to this 6 day of June, 2023

  
Notary Public

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



**ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION**

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

(Partner, Officer, Owner, Etc.)

Of FALCO'S LANDSCAPING INC.

(Contractor)

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

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

Falco's Landscaping Inc

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

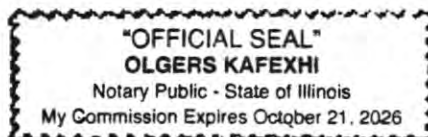
(Name of Officer if the Contractor is a Corporation)

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

Subscribed and sworn to this 6 day of June, 2023.

[Signature]  
Notary Public

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



**TAX COMPLIANCE AFFIDAVIT**

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

(Partner, Officer, Owner, Etc.)

Of FALCO'S LANDSCAPING INC.  
(Contractor)

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

FALCO'S LANDSCAPING INC.

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

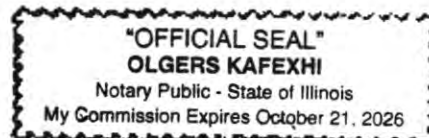
*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 6 day of June, 2023

[Signature]

Notary Public

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



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

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

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

Services Provided by Sub-Contractor:

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

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

Services Provided by Sub-Contractor:

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

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

Services Provided by Sub-Contractor:

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

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

Services Provided by Sub-Contractor:

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**CONFLICT OF INTEREST**

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

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

FALCO'S LANDSCAPING INC.

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

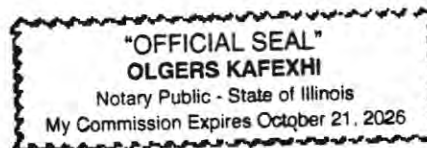
(Name of Officer if the Contractor is a Corporation)

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

Subscribed and sworn to this 6 day of June, 2023

[Signature]  
Notary Public

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



## **CONTRACT**

THIS CONTRACT ENTERED INTO THIS \_\_\_\_\_ day of June, 2023 between Falcos Landscaping, Inc. (“Contractor”) and the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interest of the Village to engage Contractor to perform certain concrete Flatwork on a unit price basis in the Village of Willowbrook.

2. Contractor has submitted a Proposal to the Village for concrete flatwork. Such proposal, including all terms, conditions, requirements and specifications contained therein are incorporated herein as “Exhibit A” and expressly made a part of this agreement as if each term, condition and requirement was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in “Exhibit A,” the terms of this Agreement shall control.

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

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

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

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner, unit price amounts not to exceed those prices and costs set forth in Contractor's Response to Request for Proposals dated June 6, 2023. Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

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

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

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

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

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

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

A. Publishing a statement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois

or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

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

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

16. The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order

13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

17. Insurance requirements shall be as follows:

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

B. Contractor shall maintain limits no less than:

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

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

(1) Commercial General Liability and Automobile Liability Coverages:

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

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

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

(3) All Coverages:

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

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

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

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

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the

government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

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

21. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or less must be approved, in writing, by the Village Administrator. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

22. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Falcos Landscaping, Inc., 4 N 151 5th Avenue, Addison, Illinois 60101, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received two days after such meeting.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

24. Time is of the essence of this Contract.

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

Contractor:

FALCOS LANDSCAPING, INC.

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

ATTEST:

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

Village of Willowbrook

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

ATTEST:

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

**EXHIBIT A**

**FALCOS LANDSCAPING, INC.  
RESPONSE TO REQUEST FOR PROPOSALS**

# REQUEST FOR PROPOSAL

FOR CONCRETE FLATWORK

FOR

THE VILLAGE

OF WILLOWBROOK



Advertised: May 12, 2023

Due: June 7, 2023, 11:00 a.m.

### **LEGAL NOTICE**

Official notice is hereby given that separate sealed proposals will be received at Village Hall, Village of Willowbrook, 835 Midway Drive., Willowbrook, IL 60527 until 11:00 a.m. local time on June 7, 2023, and then at said office publicly opened and read aloud for the following:

**RFP NO: 013**

### **RFP ON: CONCRETE FLATWORK**

The Village of Willowbrook seeks assistance from a highly qualified firm to provide concrete flatwork for the Village of Willowbrook as described in this Request for Proposal (RFP). **Sealed** proposals must be received at Village Hall, 835 Midway Drive, Willowbrook, IL, **before June 7, 2023 at 11:00 a.m.** per the requirements stated in the RFP. No late, faxed, or electronic proposals will be accepted.

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

Questions pertaining to the project may be directed to Alex Arteaga [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us) no later than May 29, 2023, by 5:00 p.m.

Alex Arteaga

Assistant to the Village Administrator

Village of Willowbrook

**Bid Pricing Table**

Item #	Items	Unit	Unit Price
1	Traffic Control & Protection for Temporary Detour	Each	\$ 0 <sup>00</sup>
2	Arrow Board	CAL DAY	\$ 0 <sup>00</sup>
3	P.C.C. Pavement Patch CL B (7")	SY	\$ 81 <sup>00</sup>
4	P.C.C. Driveway Pavement Removal and Replacement (7")	SY	\$ 81 <sup>00</sup>
5	P.C.C. Sidewalk Removal and Replacement (5" & 7")	SF	\$ 9 <sup>00</sup>
6	P.C.C. Patio Removal and Replacement	SF	\$ 9 <sup>00</sup>
7	Combination Concrete Curb & Gutter Removal and Replacement (M3.12, B6.12, B6.18)	LF	\$ 25 <sup>00</sup>
8	Combination Concrete Curb & Gutter Removal and Replacement (B6.24)	LF	\$ 25 <sup>00</sup>
9	Detectable Warning Fields	Each	\$ 140 <sup>00</sup>
10	Detectable Warning Fields (Supplied by Municipality)	Each	\$ 0 <sup>00</sup>
11	Reinforcement Bars, Epoxy Coated – Two Continuous No. 5	LF	\$ 1 <sup>00</sup>
12	Tree Grate Installation	Each	\$

**Supplemental Pricing Table**

Item #	Items	Unit	Unit Price
Supp Item 1	VV, MH, INLET, CB TO BE ADJUSTED	Each	\$ 125 <sup>00</sup>
Supp Item 2	AGGREGATE BASE COURSE, TYPE B, 4- INCH	SY	\$ 60 <sup>00</sup>



## SUBMISSION INFORMATION

Village of Willowbrook  
835 Midway Dr  
Willowbrook, IL 60527

INVITATION: #013  
BID OPENING DATE: June 7, 2023  
TIME: 11:00 A.M. Local Time  
LOCATION: Village Hall

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

## REQUEST FOR PROPOSAL INFORMATION

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

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

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

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

Typed/Printed Name: FALCO ROSAS Date: JUNE - 06 - 2023

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

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

## PROJECT SPECIFICATIONS

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

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

The Village employs 48 full-time equivalent employees and includes a strong network of community volunteers serving on many Boards and Commissions. Willowbrook operates under the Mayor-Trustee form of government. The Mayor and six Trustees are all elected on an at-large basis. A professional Village Administrator oversees the day-to-day operations of the Village.

### 2. INTENT

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

- Concrete Flatwork

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

### 3. PROPOSAL PRICE

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

### 4. AWARD

Award will be made to the Contractor who is best qualified to perform in accordance with the terms and conditions of the specifications including the evaluation criteria specified herein for each group. The Village reserves the right to award the bid in part, or in whole, or not award any portion of the bid, whatever is deemed to be in the best interest of the Village. The Village further reserves the right to reject any or all proposals.

## **5. TERM OF AGREEMENT**

Services are expected to begin in Summer 2023.

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

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

Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead or profit.

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

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

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

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

## **6. SPECIFICATIONS**

See pages 19-32.

## **7. INVOICES AND PAYMENTS**

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

Invoices shall be delivered to:

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

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

DATE	ACTIVITY
May 12, 2023	Request for Proposals are advertised on the Village website.
May 29, 2023	Last day to submit questions and requests for clarification.
June 7, 2023	<b>Deadline for Proposal Submission.</b> Proposals received after the date and time identified will be returned unopened.  Submit One (1) original, one (1) copy, and one (1) electronic (USB or compact disc) copy of the complete/signed proposal by June 7, 2023 before 11:00 A.M. CST, to:  Village of Willowbrook  835 Midway Dr, Willowbrook IL 60527  RFP # 013  RFP ON: CONCRETE FLATWORK
June 26, 2023	Potential Approval of Firm by Willowbrook Board of Trustees
TBD	Services Start Date, no earlier than 6/26/2023.

## 9. ADDITIONAL INFORMATION

Should the Contractor require additional information about this request for proposal, submit questions via email to: [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us). Questions are required no later than 5:00 P.M. on May 29, 2023.

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

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

## INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

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## 1. ADDITIONAL INFORMATION

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

## 2. SUBMISSION OF PROPOSAL

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

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

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

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

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

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

### **4. EVALUATION PROCESS**

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

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

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

- i. The specific services to be provided;
- ii. Qualifications of the offeror, including work on projects of similar scope and experience, the background of project personnel, etc., and;

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

## **5. EVALUATION CONSIDERATION**

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

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

### **B. Required Submittals**

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

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

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

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

- i. Acceptable;
- ii. Unacceptable

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

**1. Services Provided**

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

**2. Qualifications and Experience of Firm**

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

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

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

**3. References of the Firm**

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

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

**4. Proposal Pricing**

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

## GENERAL TERMS AND CONDITIONS

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### 1. CONTRACTOR QUALIFICATIONS

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

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

### 2. ADDITIONS/DELETIONS

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

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

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

### 3. DOCUMENT OBTAINED FROM OTHER SOURCES

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

### 4. CONTACT WITH VILLAGE PERSONNEL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **10. SUBCONTRACTORS**

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

#### **11. PRECEDENCE**

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

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

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

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

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

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

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

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

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

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

#### **15. TERMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **21. PROTEST PROCEDURE**

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

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

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

## **22. CONFIDENTIALITY**

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

## **23. RESPONSIBILITY OF CONTRACTOR**

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

## **24. EXCEPTIONS TO SPECIFICATIONS**

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

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

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

## **25. NON-EXCLUSIVITY**

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

## **26. COMPETENCY OF CONTRACTOR**

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

## **SPECIFICATIONS**

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### **1. INTENT**

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

- Concrete Flatwork.

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

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

The Work consists of furnishing all labor, materials, equipment, and other incidentals necessary for the complete removal and replacement of concrete sidewalk, curb & gutter, driveways, small street patches, patios, installation of ADA detectable warnings, traffic control, tree grates, and other miscellaneous items at various locations within the municipality.

### **3. CONTRACTOR SUBMITTALS**

2.1 Prior to beginning work, the Contractor shall furnish to the Municipality the necessary certifications that all materials to be used meet the specification of Division 1000, MATERIALS per the Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction" (Adopted January 1, 2022) and "Supplemental Specifications and Recurring Special Provisions" (Adopted January 1, 2023), hereinafter referred to as the "Standard Specifications".

2.2 Prior to beginning work, the Contractor shall provide a list of contacts including the name and phone number of the Project Manager, each crew leader, and an emergency contact who shall be available 24 hours a day, 7 days a week.

2.3 Following the award of construction contract and prior to starting work, the Contractor shall coordinate a schedule with the Public Works Foreman (or his/her designee) to show the proposed sequence of work and how the Contractor proposes to complete the work prior to the completion date(s) specified herein.

### **4. TECHNICAL SPECIFICATION**

The Contractor shall complete the work in accordance with the Standard Specifications, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions which apply to and govern the construction of this work. The Contractor shall comply with all other applicable ordinances and requirements of State, County, Local and other agencies having jurisdictional authority over the work. Where there is a conflict between these Specifications, the Standard Specifications and other applicable requirements, the most restrictive requirement shall prevail. The Contractor

shall provide all necessary labor, tools, equipment, materials and other appurtenances necessary to complete the work unless otherwise noted in these Specifications.

#### **5. MATERIALS & SERVICES TO BE PROVIDED BY THE MINICIPALITIES**

The Municipality shall provide the Contractor with a list(s) of repairs sorted by address and a map showing the approximate location of each repair.

#### **6. MATERIAL TESTING**

QC Testing is not required for materials used associated with this project. The Municipality may contract with a separate material testing firm to perform materials testing if it is in the best interest of the Municipality. If testing performed by the Municipality results in unsatisfactory results, the Contractor shall take corrective action to ensure the materials meet the Standard Specifications. The corrective action must be approved by the Public Works Foreman (or his/her designee). The Municipality, at its own discretion, may require unsatisfactory material to be removed and replaced at no additional cost to the Municipality.

#### **7. RESIDENT NOTIFICATION**

Residents shall be notified in writing 48 hours in advance of work adjacent their driveway that will prohibit access including sidewalk, driveway, curb & gutter, or pavement improvements. The notification must include an alternate date in case of rain or other cancellations and Contractor's contact person(s) and phone number for additional information.

Driveways shall be kept barricaded for a minimum of 3 days.

#### **8. PROTECTION OF WORK**

The Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

#### **9. REMOVAL AND HAULING OF DEBRIS**

All material excavated during the progress of the work shall be immediately loaded and hauled away and shall not be stored in the street or parkway area.

#### **10. RESTORATION**

**Restoration of areas adjacent to the proposed improvements, not identified for additional work, shall be incidental to all Pay Items.**

Restoration includes all the landscape, driveway, sidewalk, or pavement restoration within 2 feet of improved areas, unless otherwise determined by the Municipality. Any damage due to negligence of the Contractor or deemed unnecessary by the Municipality will be restored at no additional cost to the Municipality. Restoration must be completed to the satisfaction of the Public Work Director (or his/her designee). The Public Works Foreman (or his/her designee)

may request restoration not satisfactorily completed to be removed and replaced at no additional cost to the Municipality.

All restored areas shall be saw-cut to provide a neat vertical face between the existing surface and the work performed.

Concrete restoration shall meet the Specifications as listed herein.

#### **11. SAW CUTTING**

Saw cutting shall be performed as needed to protect areas adjacent to proposed improvements, provide a neat clean vertical face between the existing surface and the work performed, and as specified herein. Note, OSHA saw cutting regulations must be followed regarding the use of a wet saw.

**Saw cutting will not be paid for separately but will be included in the items for which this work applies.**

#### **12. CONCRETE CURING**

As soon as the finished concrete has lost its sheen, a spray-on membrane curing compound conforming to Section 1022.01 and Section 1020.13 of the Standard Specifications shall be applied to all finished concrete surfaces. The membrane curing compound shall be white pigmented, no clear curing compound will be allowed. WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR. All Portland Cement Concrete shall be treated with a protective coat application.

#### **13. MOBILIZATION**

This work shall be done in accordance with Section 671 of the Standard Specifications except as modified herein.

Mobilization will not be paid for separately but will be included in the items for which this work applies.

#### **14. TREE PROTECTION AND PRUNING**

The Contractor shall prune vegetation that interferes with construction (e.g., tree branches, overgrown bushes, etc.) in accordance with Section 201.05 of the Standard Specifications. The Contractor shall not remove existing trees without prior approval of the Public Works Foreman (or his/her designee).

**The cost of tree protection and pruning is incidental to the contract.**

#### **15. TRAFFIC CONTROL AND PROTECTION**

This work shall be done in accordance with the applicable portions of Section 701 of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and any details and Highway Standards contained in the Plans and Special Provisions, and the Special Provisions contained herein, except as modified herein. Special Attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Recurring Local Roads and Streets Special Provisions, and Special Provisions contained herein, relating to traffic control.

HIGHWAY STANDARDS: 701301, 701311, 701501, 701801, 701901

DISTRICT ONE DETAILS: Traffic Control and Protection for Side Roads, Intersections, and Driveways.

RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS:

Work Zone Traffic Control Surveillance, Flaggers in Work Zones.

This work includes furnishing, installing and maintaining of all temporary signs, barricades, warning lights, fences, flagmen, and other devices which are to be used for purposes of regulating, warning or guiding vehicular or pedestrian traffic during construction of this project.

All barricades shall have working lights or flashers attached and be operational during nighttime hours.

The Contractor shall maintain one lane open to traffic at all times. Two lanes of traffic shall be maintained at all times during nonworking hours. Type II barricades (State of Illinois Standard 2299-9) with lights shall be maintained, whenever one lane of traffic is to be closed, at 25-foot intervals, except wherever there is a vertical grade difference of six inches or more; barricades shall be spaced at ten-foot intervals, throughout the improvement.

When it becomes necessary to close a street due to work through an intersection or street crossing, the Contractor shall provide traffic control devices in accordance with State of Illinois Standard "701501-06".

No excavation shall be left open overnight. All traffic control devices shall remain in place until specific authorization for their removal is received from the Public Work Foreman (or his/her designee).

No work shall proceed unless all traffic control devices are in place as specified herein or as determined by the Public Work Foreman (or his/her designee).

All traffic control devices shall be kept clean and neat and shall be replaced immediately if they become ineffective due to damage or defacement.

The Contractor shall contact the Municipality at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. Removal and replacement of curb and gutter and driveways shall be planned so as to cause a minimum of inconvenience to the abutting property owners. The work shall be accomplished such that the streets will be left open to local traffic at the end of each working day.

**This work will not be paid for separately but will be included in the items for which this work applies.** This work includes all labor, materials, installation, transportation, maintenance, handling, flagmen and incidental expenses or work necessary to furnish, install, maintain and remove all traffic control devices indicated herein and as determined by the Public Work Foreman (or his/her designee) to complete the work as specified. Additional flaggers, fencing, signs, or barricades as may be required by the Public Work Foreman (or his/her designee) for

safe movement of traffic and pedestrians will not be paid for separately but will be included in the items for which this work applies.

**16. PAY ITEMS**

**a. TRAFFIC CONTROL AND PROTECTION FOR TEMPORARY DETOUR**

When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain and remove all applicable traffic control devices along the detour route as determined by the Public Work Foreman (or his/her designee).

Basis of Payment: This work will be paid for at the contract unit price per each for TRAFFIC CONTROL AND PROTECTION FOR TEMPORARY DETOUR.

**b. ARROW BOARD**

This work shall include providing and maintaining an Arrow Board for traffic control in accordance with the applicable portions of Section 701 of the Standard Specifications and Highway Standards 701301, 701311, 701501, 701801 and 701901 when requested by the Public Work Foreman(or his/her designee).

Basis of Payment: When an Arrow Board is requested by the Public Work Foreman (or his/her designee) this work will be paid for at the contract unit price per calendar day for each ARROW BOARD.

**c. P.C.C. PAVEMENT PATCH – CL B (7")**

This Pay Item intended to be used on municipal-owned concrete roadways.

This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 442. This pay item shall include saw-cutting, removal of the existing concrete, preparation of existing base, dowel bars, tie bars, installation of new concrete patch, contraction joint and expansion joints. Joints do not need to be sealed.

Dowel bars and tie bars are required in the new concrete patch.

Also included in this Pay Item is the installation of integral or monolithic curb where existing monolithic or integral curb exists. In this case, the pavement patch will be measured to the back-of-curb.

The concrete shall be Class PP-1 Portland Cement Concrete per Section 1020 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for P.C.C. PAVEMENT PATCH CL B (7").

**d. P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (7")**

This item shall include the removal and replacement of Portland Cement Concrete driveway of the thickness specified. This work shall be done in

accordance with the Standard Specifications insofar as applicable, including Section 423 and 440.

The Contractor shall saw-cut a perpendicular clean joint between that portion of the driveway to be removed and that which is to remain in place. If the Contractor removes or damages the existing driveway outside the limits designated by the Public Work Director (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee).

The concrete shall be Class PV Portland Cement Concrete per Section 1020 of the Standard Specifications.

Expansion joints will be required as specified in Standard Specifications. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway.

Basis of Payment: This work will be paid for at the contract unit price per square yard for P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (6).

**e. P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5" & 7")**

This item shall include the removal and replacement of Portland Cement Concrete sidewalk of the thickness specified. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 424 and 440.

The Contractor shall saw-cut a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Public Work Director (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee).

Sidewalk construction across driveways WILL BE SAWCUT ON BOTH SIDES ADJACENT TO THE DRIVEWAY to reduce the possibility of damage to the driveway. Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement.

The concrete shall be Class SI Portland Cement Concrete per Section 1020 of the Standard Specifications.

Expansion joints will be required as specified in Standard Specifications except the maximum spacing will be 50 feet. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway.

The thickness of the new sidewalk shall be a minimum of five (5") inches or equal to the thickness of the existing sidewalk whichever is greater. Sidewalks within the limits of existing or proposed driveways shall have a minimum thickness of seven (7") inches. This additional thickness of sidewalk will be considered incidental to the contract unit price for Sidewalk Removal and Replacement.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so the maximum cross-slope is two percent (2%), except as may be otherwise directed by the Public Work Director (or his/her designee).

For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5" & 7").

**f. P.C.C. PATIO REMOVAL AND REPLACEMENT**

This item shall consist of the removal and replacement of Portland Cement Concrete patios.

Patios are defined as areas with no access to repairs with a motorized vehicle, requiring the Contractor to perform the work with alternative removal, hauling, and delivery methods.

Stair work will also be paid for under this pay item.

This work shall be performed in accordance with Pay Item for P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5" & 7")

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. PATIO REMOVAL AND REPLACEMENT.

**g. COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18)**

This work shall consist of removal and replacement of M3.12, B6.12 and B6.18 combination concrete curb and gutter to match existing. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 440 and 606.

The Contractor shall saw-cut a perpendicular clean joint between that portion of the combination concrete curb & gutter to be removed and that which is to remain in place. If the Contractor removes or damages the existing combination concrete curb & gutter outside the limits designated by the Public Work Director (or his/her designee) for removal, he will be required to remove and replace that

portion at his own expense to the satisfaction of the Public Work Director (or his/her designee).

Existing pavement (HMA or concrete), driveways, or sidewalks adjacent to combination concrete curb & gutter to be removed and replaced shall be saw-cut to reduce the possibility of damage to the existing pavements, driveways, or sidewalks. Any damage to existing pavement, driveways, or sidewalks will be repaired with like materials and at no additional cost to the Municipality.

The concrete shall be Class SI Portland Cement Concrete per Section 1020 of the Standard Specifications. All Portland Cement Concrete shall be treated with a protective coat application.

Contraction joints shall be installed according to the Standard Specifications every fifteen feet or at wider spacing if required by the Public Work Director (or his/her designee). For continuous sections greater than 50 feet long, one (1) transverse expansion joints shall be required every 50'. For continuous sections 0-50 feet long, one (1) transverse expansion joint shall be required. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to this Pay Item.

Existing tie bars must be retained or replaced as existing. Dowel bars shall be drilled into existing combination concrete curb & gutter at both ends of the removal and replacement. Tie and dowel bars are considered incidental to this Pay Item.

The new curb must be depressed for wheelchair ramps where sidewalk abuts the curb, then tapered up to full height within two feet.

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18).

**h. COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT (B6.24)**

This work shall consist of removal and replacement of B6.24 combination concrete curb and gutter to match existing. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 440 and 606.

This work shall be performed in accordance with Pay Item for COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18).

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (B6.24).

**i. DETECTABLE WARNING FIELDS**

Detectable Warnings shall be brick red, cast-in-place composite panels with inline dome pattern. Acceptable manufactures are ADA Solutions, Inc. or Armorcast Product Company. Panels shall be installed in accordance with the latest ADAAG guidelines and at the direction of the Public Works Foreman (or his/her designee).

Basis of Payment: This work will be paid for at the contract unit price per each for DETECTABLE WARNING FIELDS

**j. DETECTABLE WARNING FIELDS (SUPPLIED BY MUNICIPALITY)**

This Pay Item is to be used in the Municipality where the Detectable Warning Field (DWF) will be supplied by the Municipality. This Pay Item is for installation only of the DWF.

Supplied DWF shall be installed in accordance with the latest ADAAG guidelines and at the direction of the Public Works Foreman (or his/her designee).

The contractor shall coordinate with the Municipality to acquire the needed DWFs.

Basis of Payment: This work will be paid for at the contract unit price per each for DETECTABLE WARNING FIELDS (SUPPLIED BY MUNICIPALITY).

**k. REINFORCEMENT BARS, EPOXY COATED – TWO CONTINUOUS NO. 5**

This Pay Item is to be used in the Municipality where it is required when Pay Item for COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18) is used.

Two (2) continuous No. 5 reinforcing bars shall be provided along the entire length of new constructed Combination Concrete Curb & Gutter.

Basis of Payment: This work will be paid for at the contract unit price per foot for REINFORCEMENT BARS, EPOXY COATED – TWO CONTINUOUS NO. 5.

COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18) installed will be paid separately and is not included in this Pay Item.

**l. TREE GRATE INSTALLATION**

This work shall consist of forming in place for the installation of cast iron tree grates (to be provided by others) at various locations as marked by the Public Work Foreman (or his/her designee). All locations will be in areas where the existing sidewalk is being replaced. After 24 hours advance notice by the Contractor prior to pouring, all grates will be delivered to the site, at which time

the grate shall be set on the form, adjusted to finished grade, and approved by the Public Work Foreman (or his/her designee).

Basis of Payment: This work shall be paid for at the contract unit price per each for TREE GRATE INSTALLATION.

**m. SUPPLEMENT ITEM – AGGREGATE BASE COURSE, TYPE B, 4-INCH**

This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 351, 311, and 1004.

The base course shall be constructed of not more than 4-inches of thickness when compacted. The base course shall have a gradation of CA-6, Grade 8, Crushed Limestone. No crushed concrete will be allowed.

Prior to installation of the aggregate base course, the subgrade shall be rolled smoothly with a roller to provide a smooth surface for placement of the aggregate base course.

Basis of Payment: This work will be paid for at the contract unit price per square yard for AGGREGATE BASE COURSE, TYPE B, 4-INCH.

**17. ANNUAL COMPENSATION ADJUSTMENT**

See Section 5. Term of Agreement in the Project Specifications portion of this RFP.

**18. SCHEDULING OF WORK AND COMPLETION DATES**

The Contractor shall coordinate directly with Public Works Foreman (or his/her designee) for the Municipality to schedule the work.

The Contractor shall notify the Municipality no less than 72 hours prior to the start of any construction.

The Contractor shall notify residents in writing 48 hours in advance of any work which will affect their driveway access. The duration of driveway closures shall not exceed 96 hours unless agreed to by the property owner and the Public Works Foreman (or his/her designee).

All work shall be completed prior to October 31 of each year unless otherwise agreed to by the Municipality.

## **SPECIAL TERMS & CONDITIONS**

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### **1. INSURANCE**

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

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

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

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

This insurance shall include coverage for all of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. AFFIDAVITS**

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

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

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

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

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

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

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

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

## **6. TOXIC SUBSTANCES DISCLOSURES**

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

## REFERENCES

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

Municipality/Agency: VILLAGE OF WILLOWBROOK  
Address: 7760 S. QUINCY ST.  
City, State, Zip Code: WILLOWBROOK IL. 60527  
Contact Person/Telephone Number: ANDREW PASSERO (630) 303-514-3329  
Dates of Service/Award Amount: \_\_\_\_\_

Municipality/Agency: VILLAGE OF WOODBRIDGE  
Address: 5 PLAZA DR.  
City, State, Zip Code: WOODBIDGE ILL. 60517  
Contact Person/Telephone Number: BEN SANTORE (630) 768-6982  
Dates of Service/Award Amount: \_\_\_\_\_

Municipality/Agency: VILLAGE OF ITASCA  
Address: 550 W. IRVING PARK RD.  
City, State, Zip Code: ITASCA IL. 60143  
Contact Person/Telephone Number: KEVIN FARLEY (630) 546-3693  
Dates of Service/Award Amount: \_\_\_\_\_

Municipality/Agency: VILLAGE OF CAROL STREAM  
Address: 124 GERZEVSKE LN.  
City, State, Zip Code: CAROL STREAM IL. 60188  
Contact Person/Telephone Number: PHILL MODAFF (630) 871-6260  
Dates of Service/Award Amount: \_\_\_\_\_

Municipality/Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Contact Person/Telephone Number: \_\_\_\_\_  
Dates of Service/Award Amount: \_\_\_\_\_

## DISQUALIFICATION OF CERTAIN CONTRACTORS

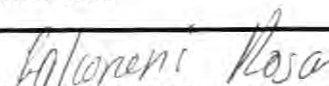
### PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

  
(Signature of Contractor if the Contractor is an Individual)

(Signature of Partner if the Contractor is a Partnership)

(Signature of Officer if the Contractor is a Corporation)

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

Subscribed and sworn to this 6 day of June, 2023

  
Notary Public

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



**ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION**

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

(Partner, Officer, Owner, Etc.)

Of FALCO'S LANDSCAPING INC.

(Contractor)

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

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

Falco's Landscaping Inc

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

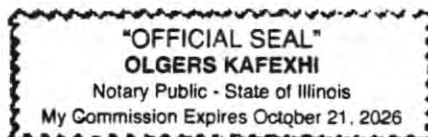
(Name of Officer if the Contractor is a Corporation)

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

Subscribed and sworn to this 6 day of June, 2023.

[Signature]  
Notary Public

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



**TAX COMPLIANCE AFFIDAVIT**

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

(Partner, Officer, Owner, Etc.)

Of FALCO'S LANDSCAPING INC.  
(Contractor)

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

FALCO'S LANDSCAPING INC.

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

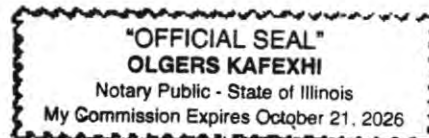
*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 6 day of June, 2023

[Signature]

Notary Public

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



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

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

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

Services Provided by Sub-Contractor:

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

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

Services Provided by Sub-Contractor:

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

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

Services Provided by Sub-Contractor:

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

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

Services Provided by Sub-Contractor:

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**CONFLICT OF INTEREST**

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

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

FALCO'S LANDSCAPING INC.

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

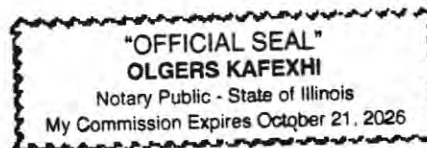
(Name of Officer if the Contractor is a Corporation)

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

Subscribed and sworn to this 6 day of June, 2023

[Signature]  
Notary Public

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



## VILLAGE OF WILLOWBROOK

### BOARD MEETING

#### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL AND APPROVING THE PURCHASE OF A CERTAIN PREFABRICATED PARK PAVILION/RESTROOM STRUCTURE FROM NUTOYS LEISURE PRODUCTS, INC. AT A COST NOT TO EXCEED \$101,758.00

**AGENDA NO. 8****AGENDA DATE:** 6-26-2023**STAFF REVIEW:** Dustin Kleefisch, Director of Parks & Recreation**SIGNATURE:****LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:** Tom Bastian / cm**RECOMMENDED BY:** Sean Halloran, Village Administrator**SIGNATURE:****ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)**

**PREVIOUS DISCUSSION:** Throughout the community feedback process for the Midway Park Improvement Project process, it was imperative for there to be the availability of restroom facilities within the park. Staff discussed a variety of options with the Village consultants from Kimley-Horn and Novotny Engineering to find a structure that was aesthetically pleasing, cost-effective, and provides similar maintenance requirements to our other structures. After a discussion with Novotny Engineering and Kimley-Horn about the logistics of the project, it was decided that a prefabricated structure would be the best option for the project.

Nationally, there are only a handful of companies that manufacture prefabricated restroom facilities; those companies were Easi-Set Buildings, Cedar Forest Products, CXT Precast Concrete Products, Public Restroom Company, and Green Flush Restrooms. Staff investigated each of the structures that these companies produce to see what options are the most appropriate for the Midway Park Improvement Project. The list below represents the quotes that were received:

Firm	Cost
Green Flush Restrooms	\$158,700
Green Flush Restrooms	\$225,100
NuToys Leisure Products	\$101,758
CXT Precast Concrete Products	\$94,430
Easi-Set Building	\$89,000

The quoted buildings ranged from \$89,000 to \$245,000, in addition, many of these prefabricated structures cannot be modified and offer very little variation. Many of them are only restroom structures, similar to the building that is currently at Willow Pond.

One of the major considerations for this structure was to serve as a multipurpose building. The ability to provide both a restroom and picnic pavilion was critical to the design and functionality of the park. The type of benefit it provides is crucial to how people use the park and will also provide a shaded area for parents to watch their children on the wiffleball field or roller/ice rink. After researching all of these options, it was decided that choosing the Cedar Forest Product structure through NuToys Leisure Products, was the best decision because it provided a picnic pavilion and restroom structure while fulfilling the aesthetic design that was shown throughout the Board meetings and Open Houses.

Equally important is the design flexibility along with the lead time of 12-16 weeks, which was one of the shortest out of all the vendors and was on the lower end of the cost scale. Other companies had lead times in excess of 45 weeks which would push the completion of the project into next summer. The current option provides the best structure design, functionality, and fits within the construction project window.

**DISCUSSION UPDATE:** This resolution if adopted would approve the purchase of the park pavilion/restroom prefabricated structure from NuToys Leisure Products for an amount not to exceed \$101,758.00. Once approved the purchase order can be placed so the manufacturing process can begin. Staff will coordinate with contractors once the project construction begins, which will likely occur in the summer of 2023. Staff anticipates final bids for the remainder of the project to be presented to the Board by July 2023.

**ACTION PROPOSED:** Adopt the Resolution

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

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL AND APPROVING THE PURCHASE OF A CERTAIN PREFABRICATED PARK PAVILION/RESTROOM STRUCTURE FROM NUTOYS LEISURE PRODUCTS, INC. AT A COST NOT TO EXCEED \$101,758.00**

**WHEREAS**, the corporate authorities of the Village of Willowbrook (the “Village”) have investigated the purchase of a prefabricated park pavilion/restroom structure for Midway Park in the Village; and

**WHEREAS**, NuToys Leisure Products, Inc. is the sole source provider of the specific type of prefabricated park pavilion/restroom structure deemed by the Village to best serve its needs at the Midway Park facility.

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

**SECTION 1.** The foregoing recitals are found to be true and correct and are incorporated as if fully set forth herein.

**SECTION 2.** The purchase of that certain prefabricated park pavilion/restroom facility from NuToys Leisure Products, Inc. is hereby approved. A copy of said proposal, with selected options and design, are attached hereto as Exhibit “A” and made a part hereof, all at a cost not to exceed One Hundred One Thousand Seven Hundred Fifty-Eight Dollars and 00/100ths (\$101,758.00).

**SECTION 3.** The Village Mayor be and is hereby authorized and directed to execute a Purchase Order for said equipment on behalf of the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION 4.** This resolution shall be in full force and effect from and after its passage of approval in the manner provided by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 26<sup>th</sup> day of June, 2023 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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

ATTEST:

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

**EXHIBIT “A”**

**NUTOYS LEISURE PRODUCTS, INC.  
PROPOSAL/ORDER AND DESIGN FORM**



# Order Form

Box 7075  
Westchester, IL 60154  
708-579-9055  
708-579-0109 (fax)  
1-800-526-6197

Date: **3/31/2023**

## Ship To:

## BILL TO:

Village of Willowbrook  
835 Midway Dr.  
Willowbrook, IL 60527

Midway Park-\*Please provide address\*

Please provide contact name/phone number  
for delivery

Project: **Midway Park**

Ship To: Willowbrook, IL

Lead Time in Weeks*	Terms	Expiration Date
8 - wood, 10 - steel	Net 30	

Quantity	Model Number	Description	Unit Price	Amount
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1	PAC 2reversed	Parkaire Activity Center 20' x 44' with 16' x 16' restroom doors facing open pavilion		\$74,893.00
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## Add Option(s):

1	MR 29 Gauge Metal Roof		\$3,831.00
1	VCP Vitreous China Plumbing Fixture Package		\$ 9,563.00
1	EFP Electrical Fixture Package		\$ 6,291.00

## Price Includes:

- 8' eave height, 3:12 roof pitch, designed for a standard 30 PSF live load & 90 MPH wind speed
- Kiln dried cedar, double T&G, nominal 4" x 8" exterior walls
- Glulam Port Orford Cedar columns with metal base shoes & anchor bolts
- Zinc plated fasteners, powder coated steel plates
- Roof decking shall consist of 2" x 6" nominal #1 SYP single T&G with a V-joint
- 2" x 8" cedar fascia
- 30 year architectural grade shingle package and roofing felt
- Primed 18 ga metal exterior door(s) & 16 ga metal frame(s) - field painting required, hardware included
- Interior walls are 2" x 4" site built construction with FRP panels in restroom area
- 1" x 4" S4S cedar trim & prebuilt, louvered red cedar vents

Excludes: Unloading, storage or installation of material, clear coat or stain and gutters & downspouts, and floor drains.

Expiration: 45 Days	Quantity: 1	Quote Subtotal	\$ 94,578.00
		Engineering	\$ 1,500.00
		Freight Charges	\$ 5,680.00
		Quote Total	<b>\$ 101,758.00</b>

\*\*\*Sales Tax Not Included, Exemption Form Must Be Provided\*\*\*

\*Lead times are tentative dates that start from the time that approval drawings, color selection and any payment terms are met/received.  
They may vary throughout the year as they are determined by our workload.



## ORDER FORM

Box 7075  
Westchester, IL 60154  
708-579-9055  
708-579-0109 (fax)  
1-800-526-6197

Page 2 of 2

Excludes: Unloading, storage or installation of material, clear coat or stain and gutters & downspouts, and floor drains.

Quantity: 1	Quote Subtotal	\$ 94,578.00
	Engineering	\$ 1,500.00
	Freight Charges	\$ 5,680.00
	Quote Total	<u>\$ 101,758.00</u>

\*\*\*Sales Tax Not Included, Exemption Form Must Be Provided\*\*\*

**Please include a copy of your Sales Tax Exemption Certificate with Order Placement. Sales Tax will be charged, if applicable.**

Above prices include shipping but not installation.

**NOTE:** Receiving Party is responsible for removing product from truck to ground upon delivery. Please keep this in mind when providing the Ship To Address, Contact Name and Phone Number. Liftgate and/or Inside

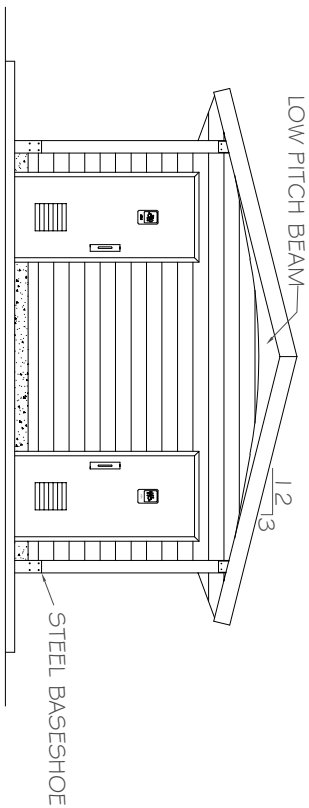
delivery are available upon request at additional cost.

**TERMS:** With approved Credit, 50% payment prior to shipping. Balance due within 30 days, no retainage, from the date of shipment. NuToys Leisure Products reserves the right to approve or deny the extending of credit and/or the amount of credit extended on a case by case project basis. Previous credit approval does not guarantee future extension of credit. For those who do not have established credit with us, Credit Application must be completed and reviewed. Based on credit review, a deposit or full payment may be required for order placement and/or shipment of project materials. Copy of Performance & Payment Bond required. Should we not pay within 30 days, we agree to pay 1-1/2% per month interest on the unpaid balance. Should we not pay our bill within the above terms, we agree to pay all attorneys' fees and other collection costs, which the seller may incur to insure that this account, including any accrued interest is collected in full.

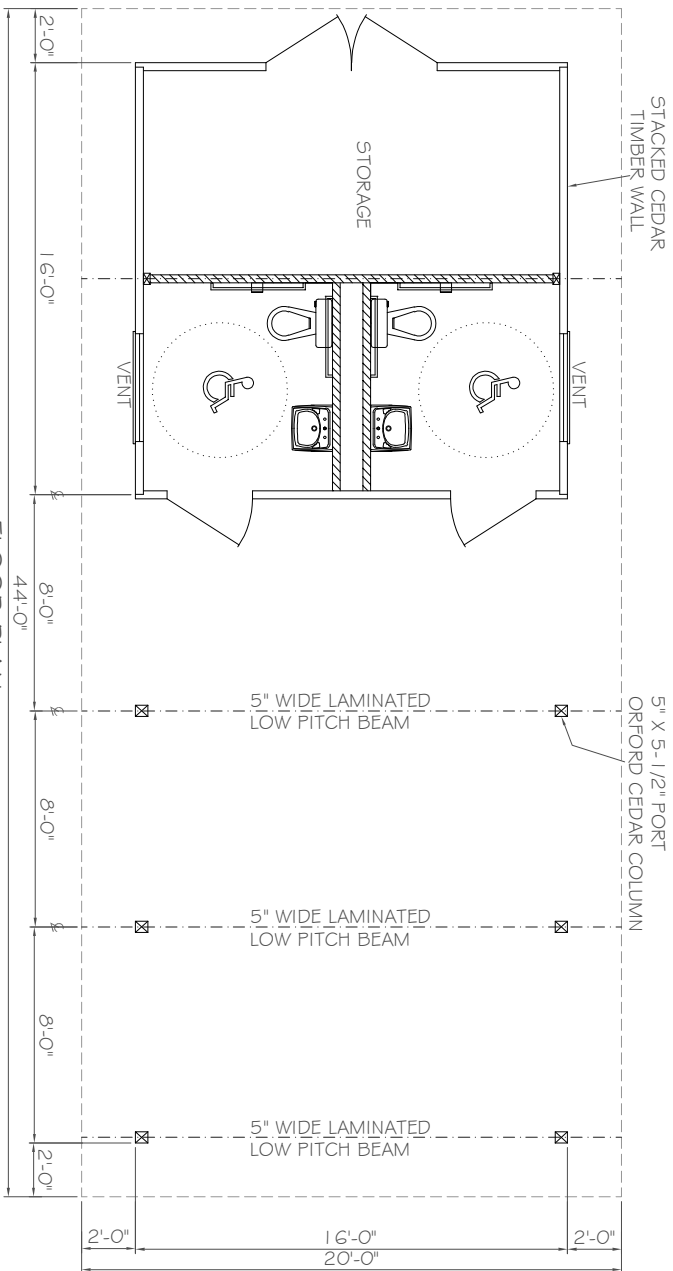
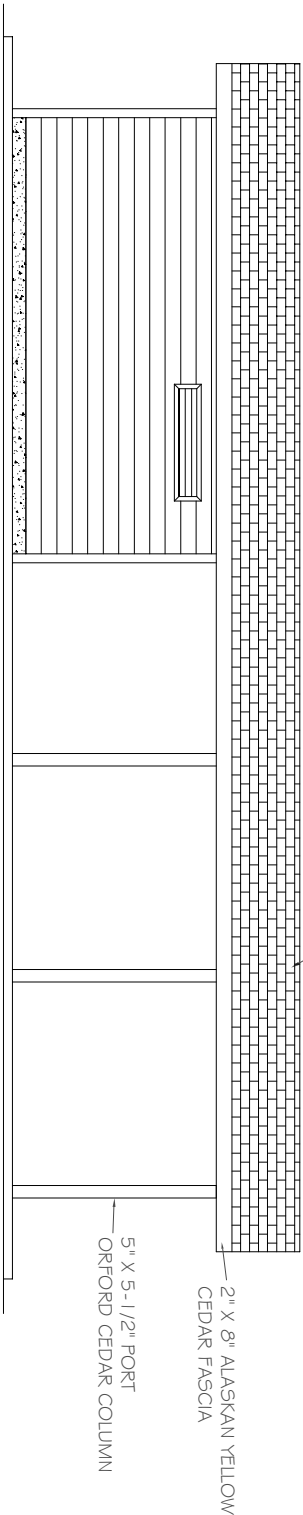
Signature	Title
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Signature Printed	Date
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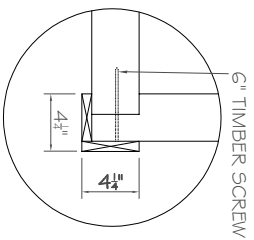
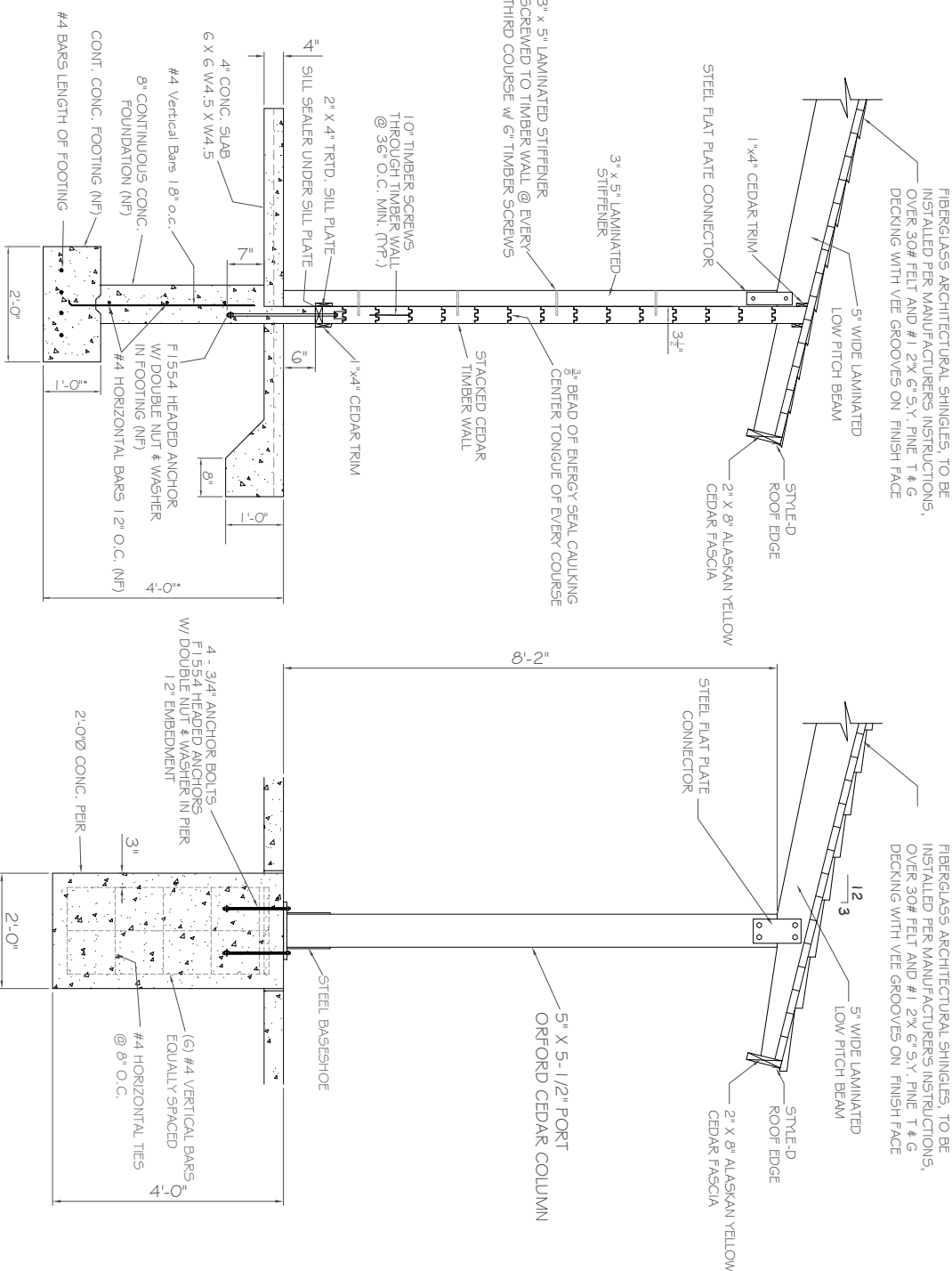
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FIBERGLASS ARCHITECTURAL SHINGLES, TO BE INSTALLED PER MANUFACTURERS INSTRUCTIONS OVER 30# FELT AND #1 2"X 6" S.Y. PINE T & G DECKING WITH VEE GROOVES ON FINISH FACE




# FLOOR PLAN

SALEM SQUARE  
CORNER DETAIL

## CONCRETE PIER DETAIL

ALL SIZES TBD

		<p>P.O. BOX 145 WEST OLIVE, MI 49460 800-552-9495 WWW.CEDARFORSTPRODUCTS.COM</p>	
<p>THE FOLLOWING WILL BE THE RESPONSIBILITY OF OTHERS</p> <ol style="list-style-type: none"><li>1. ALL CONSTRUCTION SHOULD MEET STATE &amp; LOCAL BLDG. CODE REQS.</li><li>2. ASSUMED SOIL BEARING CAPACITY = 1500 P.S.F. ALL FOOTINGS TO BEAR ON UNDISTURBED SOIL.</li><li>3. CONSULT WITH A LOCAL REGISTERED STRUCTURAL ENGINEER IF SOIL BEARING CONDITIONS ARE OTHER THAN ABOVE.</li><li>4. DESIGN, DETAILED AND CONSTRUCTION OF THE STRUCTURE/ FOUNDATION MUST BE VERIFIED BY A REGISTERED STRUCTURAL ENGINEER.</li><li>5. DETERMINE ALL DESIGN LOADS PER LOCAL CODES.</li></ol>		<p>6. CONCRETE TO BE 3,000 P.S.I. COMPRESSIVE STRENGTH IN 28 DAYS.</p> <p>7. REINFORCING STEEL TO BE A 5 T.M. A405 REBAR.</p> <p>8. ALL CONSTRUCTION SHORING AND FILL VEPACKAGEMENT OF ALL DIMENSIONS</p> <p>9. PROVIDE AND INSTALL ALL CONCRETE, REINFORCING STEEL, &amp; ANCHOR BOLTS.</p> <p>10. UNLOAD ALL TRUCKS/ DELIVERING C.F.P. MATERIALS.</p> <p>11. PROTECTION OF THE STRUCTURES).</p>	
<p>© Copyright 2023 these drawings are the intellectual property of C.F.P. CD and shall not be copied or disclosed to any unauthorized parties in part or its entirety without our written permission, and they shall not be used for construction unless approved by a C.F.P. Representative.</p>			
<p>OWNER INFO:</p>		<p>Market Street Park</p>	
<p>DESCRIPTION:</p>		<p>PAC 2 - CUSTOM</p>	
<p>Possible Options:</p>		<p><input type="checkbox"/> 29ga METAL ROOF <input type="checkbox"/> STANDING SEAM ROOF <input type="checkbox"/> CEDAR SHINGLES</p> <p><input type="checkbox"/> METAL BASE SHOES <input type="checkbox"/> STEEL COLUMNS <input type="checkbox"/> CUSTOM ROOF PITCH</p> <p><input type="checkbox"/> LIGHTNING PROTECTION <input type="checkbox"/> 2 TIER ROOF <input type="checkbox"/> CUFOA</p>	
<p>REV:</p>		<p>REV: 3-31-23</p>	
<p>REV:</p>		<p>REV: KTY-363</p>	
<p>REV:</p>		<p>REV: 1-9-21</p>	
<p>SHEET: 1 OF 1</p>		<p>DATE:</p>	

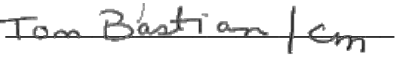
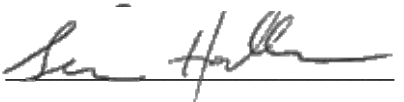
# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

AN RESOLUTION WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE PURCHASE OF TWO (2) NEW 2023 DODGE DURANGO MOTOR VEHICLES PLUS STRIPING, UPFITTING AND EXTENDED WARRANTIES AT A TOTAL COST NOT TO EXCEED \$123,820.20

**AGENDA NO:** 9.**AGENDA DATE:** 06/26/2023**STAFF REVIEW:** Lauren Kaspar, Chief of Police**SIGNATURE:****LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY:** Sean Halloran, Village Administrator**SIGNATURE:****ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

Over the past couple of years, supply chain problems have forced automakers to stop or limit the production of new cars, trucks, and SUVs. These shortages are preventing automakers from producing enough vehicles to meet the demand in 2022 and 2023, resulting in police vehicle production being limited or completely idled.

To circumvent these issues police departments have resorted to purchasing vehicles directly off dealer lots and/or ordering them directly from dealerships who offer police package pricing. Currently, two of the department's patrol vehicles are over 6 years old, have over 80K miles, have major mechanical issues, and are out of warranty. To limit maintenance costs, staff is requesting the purchase and upfit of two Dodge Durango SUVs to be used as patrol vehicles. The two vehicles being replaced are as follows:

Squad Number	Year/Make/Model	Mileage	Other
#52	2016 Ford Explorer	81,976	In need of several costly minor repairs.
#53	2017 Ford Explorer	81,207	Currently out of service and needs an engine replacement

The Village currently owns 16 squads and unmarked vehicles that the Police Department uses for patrol and emergency response activities. Typically, Village staff identifies with the DMMC (DuPage Mayors & Managers Conference) or the state purchasing bid, but both entities have informed staff that the manufacturing of goods has been affected by supply chain and employee shortages. As previously mentioned, this has affected the production of fleets across manufacturers which has resulted in limited production for 2023.

Both units are beginning to experience the following issues:

1. Major wearing of the engine, transmission, suspension, and brakes
2. Corrosion of frame/underbody

These models have a five-year life expectancy because of the challenging duty cycle of being used on a daily basis and often idling in an emergency response. To date, the Police vehicles' performance has been positive and has not indicated that their life cycles need reduction.

As the Board may recall from the November 28, 2022, Committee of the Whole meeting, the Board gave unanimous direction on the use of American Rescue Plan Act (ARPA) funds in the following manner:

<b>Fund</b>	<b>Department</b>	<b>Description</b>	<b>Amount</b>
ARPA	Police	Three (3) Police Detective vehicles, which will be 2022 Chevrolet Malibus	\$80,000
ARPA	Police	Two (2) Police Patrol vehicles	\$150,000
ARPA	Parks/Public Works	Borse Park Stormwater improvements. This project will mitigate stormwater issues throughout the parks and will install a permeable paver parking lot.	\$937,498

Staff is recommending the use of ARPA funds for the purchase of these two vehicles. American Rescue Plan Act funds are distributed nationwide by the U.S. Treasury Department for the specific purpose of helping cities mitigate the negative impacts of the pandemic. The funds can be used for public health and safety initiatives, personnel, and administrative costs, to offset revenue losses as well as infrastructure upgrades.

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

The department will be replacing (2) two current police patrol vehicles. The cost of both vehicles is as follows:

<b>Vehicle</b>	<b>Purchase Price</b>	<b>Extended Warranty</b>	<b>Upfitting</b>	<b>Striping</b>	<b>Cost</b>
Unmarked Durango	\$42,580.00	\$4,580.00	\$14,150.10	\$0.00	\$61,310.10
Semi marked Durango	\$42,580.00	\$4,580.00	\$14,150.10	\$1,200.00	\$62,510.10
				<b>Total</b>	<b>\$123,820.20</b>

These vehicles will be purchased through Thomas Dodge Chrysler Jeep of Highland, Inc., total cost for both vehicles not to exceed \$123,820.20.

**ACTION PROPOSED:** Adopt the Resolution.

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

**AN RESOLUTION WAIVING COMPETITIVE BIDDING, APPROVING AND  
AUTHORIZING THE PURCHASE OF TWO (2) NEW 2023 DODGE DURANGO  
MOTOR VEHICLES PLUS STRIPING, UPFITTING AND EXTENDED WARRANTIES  
AT A TOTAL COST NOT TO EXCEED \$123,820.20**

---

**WHEREAS**, the Village Police Department has requested the purchase of two (2) new 2023 Dodge Durango motor vehicles with striping, upfitting and extended warranties; and

**WHEREAS**, as a result of supply chain shortages, the Village deems it appropriate to purchase two (2) new 2023 Dodge Durango motor vehicles from the current stock of Thomas Dodge Chrysler Jeep of Highland, Inc.; and

**WHEREAS**, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village that the competitive bidding process be waived for the purchase of two (2) new 2023 Dodge Durango motor vehicles from Thomas Dodge Chrysler Jeep of Highland, Inc.

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

**SECTION 1:** The competitive bidding process for the purchase two (2) new 2023 Dodge Durango motor vehicles be and is hereby waived.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION 2:** The Village Administrator of the Village of Willowbrook be and is hereby authorized and directed, to execute, on behalf of the Village, a purchase order for two (2) new 2023 Dodge Durango motor vehicles from Thomas Dodge Chrysler Jeep of Highland, Inc., plus striping, upfitting and extend warranties at a total cost not to exceed One Hundred Twenty-Three Thousand Eight Hundred Twenty and 20/100ths Dollars (\$123,820.20), which purchases are hereby approved. A copy of said purchase order, striping, upfitting and extended warranty proposals are attached hereto as Exhibit “A” and made a part hereof.

PASSED and APPROVED this 26<sup>th</sup> day of June, 2023 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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

ATTEST:

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

## **EXHIBIT “A”**

Thomas Dodge Chrysler Jeep of Highland, Inc.  
9604 Indianapolis Blvd  
Highland, IN 46322

Willowbrook Police Department  
7760 Quincy St  
Willowbrook, IL 60527

Quote

Date	Quote #
5/30/2023	00E6C

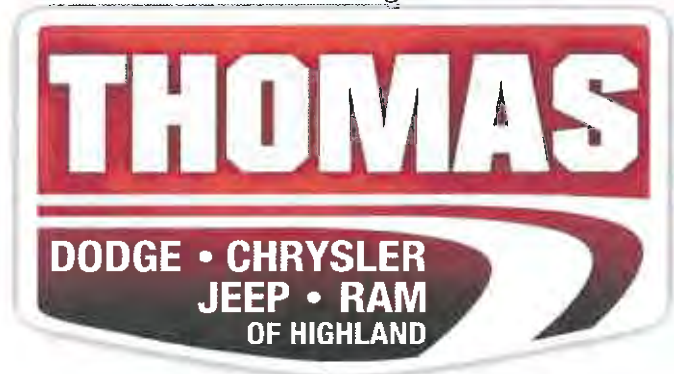
Make/Model	Year
Dodge Durango Pursuit AWD	2023

Customer Phone	Customer Email		Attn:		
(123) 456-7890	<a href="mailto:email@domain.com">email@domain.com</a>		Police Chief		
Item	Qty	Description	MSRP	Ext. Price	Total
WDEE75	1	Dodge Durango Pursuit AWD V6	\$43,620.00	\$39,227.00	\$39,227.00
22Z	1	5.7L V8 HEMI Upgrade	\$2,995.00	\$2,600.00	\$2,600.00
PAS	1	Vapor Grey Metallic Clear Coat	\$395.00	\$356.00	\$356.00
UC1	1	Admin/Detective/Undercover Package	\$860.00	\$350.00	\$350.00
GXF/A/E/G	1	Fleet Key Alike (8 Total Fobs)	\$160.00	\$145.00	\$145.00
CW6	1	Deactivate Rear Doors & Windows	\$85.00	\$77.00	\$77.00
WDEE75	1	Dodge Durango Pursuit AWD V6	\$43,620.00	\$39,227.00	\$39,227.00
22Z	1	5.7L V8 HEMI Upgrade	\$2,995.00	\$2,600.00	\$2,600.00
PAS	1	Vapor Grey Metallic Clear Coat	\$395.00	\$356.00	\$356.00
GXF/A/E/G	1	Fleet Key Alike (8 Total Fobs)	\$160.00	\$145.00	\$145.00
CW6	1	Deactivate Rear Doors & Windows	\$85.00	\$77.00	\$77.00
			Total	\$85,160.00	
Phone	Contact Email		Contact		
(708) 403-8801	<a href="mailto:nicholasp@thomasautogroup.com">nicholasp@thomasautogroup.com</a>		Nick Pash		

Dealer Signature



Customer Signature



MOPAR service contract (extended warranties) options for you:

3 years or 75,000 miles w/\$100 Deductible - \$2,605

3 years or 75,000 miles w/\$0.00 Deductible - \$3,150

5 years or 75,000 miles w/\$100 Deductible - \$2,895

5 years or 75,000 miles w/\$0.00 Deductible - \$3,645

5 years or 100,000 miles w/\$0.00 Deductible - \$4,580

The 5 year/100k one is the one we sell the most even though it's the most expensive. Unfortunately, they don't offer any deductible other than \$0 to bring the price down.



EVT Tech  
9910 W 190th Street, Suite E  
Mokena, IL 60448

# Estimate

Date	Estimate #
5/26/2023	4045

Name / Address
Willowbrook Police Department 7760 S. Quincy Street Willowbrook, IL 60527

Ship To

Vehicle Type		Unit Number	Terms	
2023 Durango		TBA	Net 30	
Qty	Item	Description	Rate	Total
1	ETSS100J	S/O 100W Composite siren speaker	189.95	189.95
1	ETSSVBK05	S/O 100N/100J Series Speaker Bracket (only - no drill) capable of holding up to two speakers for the Dodge Durango Pursuit 2018-2020, Bumper Mount	64.95	64.95
2	EMPS2STS5RBW	S/O mpower® 4' Fascia Light w/ Stud Mount, 18' hard wire w/ sync option, Black Housing, 18 LED, Tricolor - Red/Blue/White	129.95	259.90
2	PMP2BKDGJAJ	mPOWER 4' Fascia Deck/Grille Adj Bracket Kit ^^^ Speaker and grill lights ^^^	9.95	19.90
2	ENT2B3RBW	S/O Intersector, Tri-color Red / Blue / White	189.95	379.90
2	PNT1CRV06	S/O Curved surface adapter kit. 2013+ Durango ^^^ Outside mirror lights ^^^	12.95	25.90
1	ENFWB00ZRV	S/O nForce rear interior light bar. Dual color Red-Amber / Blue-Amber. 2021-C Durango Pursuit	749.95	749.95
1	ENFWB00K9W	S/O nForce front interior light bar RW-BW 21+ Durango	979.95	979.95
1	MDASHCPE	MicroDash Pre-Emption Strobe ^^^ Interior light bars and preemption emitter ^^^	239.95	239.95
2	ENFDGS1RB	S/O Dual Deck / Grill mount nForce, Red / Blue ^^ 1/4 windows ^^	224.95	449.90
2	EMPS2QMS5RBW	S/O mpower™ 4' Fascia Light w/ Quick Mount, Black Housing, 18 LED, Tri Color - Red/Blue/White ^^^ Adjacent license plate ^^^	129.95	259.90
1	ENGSA5100CSR	S/O BLUEPRINT 500 SERIES 100W CONSOLE KNOB SIREN	665.00	665.00
1	ENGND04101	S/O bluePRINT remote node, 4 inputs, 10 outputs	224.95	224.95
1	ENGHNK01	S/O bluePRINT central control harness kit	39.95	39.95
1	ENGLMK002	bluePRINT Link® Micro Module & Vehicle Harness for Dodge Charger 2015-2021 & Durango 2018-2021	269.95	269.95
1	ENGSYM01	S/O bluePRINT Sync® Module ^^^ Siren and lighting Controls ^^^	239.95	239.95
1	C-VS-2300-DUR	Havis Vehicle-Specific 23" Console for 2021 Dodge Durango (Police Package)	479.95	479.95

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

**Total**

Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech  
9910 W 190th Street, Suite E  
Mokena, IL 60448

# Estimate

Date	Estimate #
5/26/2023	4045

<b>Name / Address</b>
Willowbrook Police Department 7760 S. Quincy Street Willowbrook, IL 60527

<b>Ship To</b>

Vehicle Type		Unit Number	Terms	
2023 Durango		TBA	Net 30	
Qty	Item	Description	Rate	Total
1	CUP2-1001	Havis XL Self-Adjusting Double Cup Holder	59.95	59.95
1	C-ARM-108	Havis Side Mounted Swing-Away Flip-Up Armrest	189.95	189.95
1	C-HDM-214	Havis 8.5' Heavy Duty Telescoping Pole, Side Mount	179.95	179.95
1	C-MD-119	Havis 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter	295.00	295.00
2	C-MCB	Mic clip bracket	13.95	27.90
2	MMSU-1	Magnetic Mic Single Unit	39.95	79.90
		^^^ Console, computer mounting and accessories ^^		
1	475-0966	Jotto Dodge Durango (2014+) Space Creator Vehicle Partition (Full Window w/ Safety Wire Option)	795.00	795.00
1	475-8848	Jotto High Security Extension Panel for 2014+ Dodge Durango VP9 Space Creator Vehicle Partition - Two Piece Steel HSEP -	89.95	89.95
1	475-1516	Jotto Dodge Durango PPV (2018+) Replacement Bio-Seat System	1,595.00	1,595.00
1	475-1417	Dodge Durango PPV (2019+) Window Armor (OEM Doors)	299.00	299.00
1	475-2015	Jotto Gun Rack - Single Weapon, Partition Mounted, Vertical	349.95	349.95
1	GSH	Build AR with GL3XL Lock	89.00	89.00
		^^^ Prisoner transport and weapon retention ^^		
1	ROOF-FT-NITI-M	Sti-Co Flexi-Whip Roof Mount Antenna, BLK	64.95	64.95
1	TRAB7603	Laird 760-870MHZ OMNI PHANTOM ANTENNA	39.95	39.95
2	MB8U25	25' Antenna Coax, 3/4' NMO Brass Mount - Black	34.95	69.90
2	RFU-600-1	Mini-UHF Connector	4.95	9.90
1	AP-MMF-CCWWG-Q-SM...	Antenna Plus MultiMax MIMO Antenna - Threaded Bolt - Black..15' Cables - 2 LTE (SMA M) - 2 WiFi (RP SMA M) - 1 GNSS (SMA M)	279.95	279.95
		^^^ Antennas ^^		
1	Install Materials	Misc Installation Materials (Wire, In-Line Fuse Holders, Fuses, Connectors, Hole Plugs, ZipTies, Tape, Screws, Bolts, Etc)	300.00	300.00
1	LABOR	Install above listed equipment plus customer supplied computer, video, radios and radar	3,795.00	3,795.00

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

**Total** \$14,150.10

Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



Car Reflections  
P.O.Box 4981  
Naperville IL 60540  
708-951-1555  
len@carreflections.com

Estimate

Bill To:

Willowbrook Police Dept.  
7760 Quincy St.  
Willow Brook, IL 60527

Date	Invoice No.	P.O. Number	Terms	Project
06/15/23	505			

Item	Description	Quantity	Rate	Amount
Police Stripe Package	Durango- Install complete ghost package to match existing design, All 3M 680 reflective material.	1	1,200.00	1,200.00
			Total	\$1,200.00