



AGENDA

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: January 13, 2025 at 6:15 PM
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Approval of Minutes

1. Approval of Minutes of 11-7-2024

C. Public Comment

D. New Business

1. Contract Renewals
 - a. Custodial Contract Renewal - Vega Building Maintenance, Inc.
 - b. HVAC Maintenance Services - The YMI Group, Inc.
 - c. Tree Trimming Services - Winkler Tree & Lawn Care
 - d. Landscape Services - Beary Landscape Management, LLC.
 - e. Tree Removal Services - Desiderio Landscaping & Tree Removal LLC Contract Renewal

E. Other Business

1. Recreation Update - 01.13.25
2. Recreation Financials

F. Schedule Next Committee Meeting

G. Adjournment

Individuals with disabilities who plan to attend / participate in this meeting and who require accommodations to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, are requested to contact Jill Izzo at 708-246-1800, extension 127.

**Properties and Recreation Committee
Meeting Minutes
November 7, 2024
All Purpose Room**

Called to Order: 5:00 P.M. by Amy Avakian, Chair-Trustee
Seconded by Alan Fink, Trustee

Committee Members Present:

Amy Avakian, Village Trustee, Chair
Alan Fink, Village Trustee

Ellen Baer, Village Manager
John Mastandona, Finance Director

Staff Present

Matthew Supert, Municipal Services Director
Jeff Koza, Village Engineer
Inga Cebelis, Staff Engineer
Ron Derengowski, Water Plant Superintendent
Christopher Breakey, Public Work Superintendent
Aleks Briedis, Recreation Director
Jenny Pesek, Administrative Assistant

Approval of Minutes:

Chair Avakian moved to approve the Properties and Recreation Committee meeting minutes from October 8, 2024 as read, seconded by Trustee Fink. The motion passed on a voice vote.

Public Comment: None

IAD Credential Certificate

Aleks Briedis reported to the Committee that the Illinois Association of Park Districts will be holding its Annual Business Meeting on January 25, 2025. Staff recommends designating Director Aleks Briedis as the delegate, Rita Ligeikis as the 1st alternate and Recreation Supervisor Mike Kenny as the 2nd alternate. Chair Avakian motioned to advance this recommendation to the Board of Trustees seconded by Trustee Fink. The motion passed on a voice vote.

Spartz Sportz Agreement

An agreement with Spartz Sportz has been updated, as the current contract expires on 12/31/24. This would be the 3rd agreement between the Village and Christopher Spartz. Spartz Sportz programs have been very successful and continue to grow. Staff is requesting the Committee recommend this agreement to the Village Board. Chair Avakian motioned to advance this recommendation to the Board of Trustees seconded by Trustee Fink. Trustee Fink inquired if the gym is still open to the public, and Director Briedis responded yes.

HVAC Controls Update

Director Matthew Supert reported that 845 Design Group and NOVASpace will execute the professional services agreement and design engineering documents along with construction specifications for the replacement of the Village Hall HVAC Controls. The Village has budgeted \$50,000 to fund the entire project. The projected cost of this project is \$13,200 which will be completed by the end of FY2024. The Village will carry over \$36,800 into the FY2025 Budget for the remainder of the project.

Facility Space Needs Proposal

Director Matthew Supert reported that the Village is seeking a qualified firm to conduct a comprehensive Space Needs Analysis for the following facilities: Public Works, Village Hall and Community Development/Fire Station #1. The objective is to assess the current use of spaces and future space for Village operations. Village staff met with several architectural firms to review the project scope. Proposals were due on November 1, 2024. Staff will review and present a recommendation to the Committee.

Recreation Update**FY2025 Budget November Update**

Recreation Director Briedis reported to the Committee that there were no proposed changes to the operational budget. Both revenues and expenses were projected to increase. Discussion continued with the Committee and Finance Director John Mastandona.

Municipal Services is reviewing the purchase of two possible electric vehicles for the Village Fleet for 2025. The Public Works Department had an increase in the maintenance costs from approximately \$42,000 annually to \$63,000 in both 2022 and 2023, approximately 50% increase due to an aging fleet.

Additional improvements were identified including electrical enhancements for the Tower Green as the LED grant ran out and new asphalt for the Public Works facility with a projected cost of \$200,000.

Other Business:

Next meeting: November 19, 2024 at 5:00 PM

Adjournment:

Chair Avakian made a motion to adjourn the meeting, seconded by Trustee Fink.

Motion passed on a voice vote.

Meeting adjourned at 5:48 P.M.

Respectfully Submitted: Jenny Pesek



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: January 13, 2025

AGENDA ITEM D.1.a.

To: Properties and Recreation Committee

From: Diana Puga, Municipal Services Coordinator

CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services

RE: Custodial Contract Renewal - Vega Building Maintenance, Inc.

Recommendation

Consider a recommendation to approve the renewal with Vega Building Maintenance, Inc for custodial services

Summary

Attached for the Committee's review and Consider a recommendation for approval is a renewal letter from Vega Building Maintenance, Inc. in an amount not to exceed \$41,907.00 for custodial services. This will be the second renewal for the contract which was awarded by the Village Board in February 2023.

Financial Impact

Contract with Vega Building Maintenance \$41,907.00.

Recommended Motion

I move to recommend to the Village Board the approval of the second renewal for custodial services contract for a one-year period with Vega Building Maintenance, Inc for an amount not to exceed of \$41,907.00.

Strategic Plan Alignment

N/A

File Attachments

1. Vega Maintenance Janitorial Services Executed Renewal Letter
2. Vega Building Maintenance Bid



VILLAGE OF WESTERN SPRINGS
740 Hillgrove Avenue • Western Springs, IL 60558 • 708.248.1800
wsprings.com

VILLAGE PRESIDENT
Heidi Rudolph

November 13, 2024

VILLAGE TRUSTEES
James Tyrrell
Nicole Chen
Alan Fink
Scott Lewis
Amy Avakian
Philip Nawrocki

Vega Building Maintenance Inc.
G. Lupe Vega
1413 Sherman Rd Suite 90
Romeoville, IL 60446

VILLAGE CLERK
Edward Tymick

Ref: Contract Renewal- Janitorial Services-Village of Western Springs

VILLAGE MANAGER
Ellen Baer

Dear Mr. Vega,

DEPUTY MANAGER
Casey Biernacki

This letter is to confirm that the Village of Western Springs will renew the **Janitorial Services for 2025.**

DIRECTORS
Patrick Schramm
Matthew Supert
Aleks Briedis
Jeff Koza
John Mastandona
Sean Gilhooley
Heather Valone
Brian Scott

By signing and returning this document, you are accepting the 2025 Contract with the same specifications and rates.

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email jpesek@wsprings.com.

Respectfully submitted,

Matthew Supert
Director of Municipal Services

Name (printed) G. LUPE Vega Jr

Signature [Handwritten Signature]

Title VP of operations

Date November 13th 2024



THE VILLAGE OF WESTERN SPRINGS



CONTRACT REQUIREMENTS FOR
2023 JANITORIAL SERVICES
FEBRUARY 2, 2023
10:00 A.M. (PREVAILING TIME)



**2023 Janitorial Services Contract
Addendum 1 – January 24, 2023**

Due February 2nd, 2023, 10:00 AM

1. We request to know if these red line changes to the Indemnity/Hold Harmless provision are acceptable to the Village of Western Springs.
The bid specification provisions are not going to be changed and the bidder needs to agree to the Indemnity/Hold Harmless Provision, as drafted.
2. What are the Village of Western Springs payment terms for the monthly janitorial services contract?
The Village's payment terms are net 30 and a monthly invoice would be preferred. The bills are paid as they come in.
3. We would like to know if we could utilize this sales tax number for supplies, chemicals, and hand soap purchases that are specifically for contracted janitorial service to the Village of Western Springs facilities? Any purchases of supplies, chemicals, hand soap, etc. would be purchased with a specific purchase order and invoice only for use at the Village of Western Springs facilities.
The awarded company will not use the Village's tax-exempt status. There would be extra work on the Village's end to verify that the exemption status is being used appropriately.

Table of Contents

Table of Contents	1
I. Legal Notice	3
II. Instructions to Bidders	4
III. Proposal	6
IV. Bid Schedule	8
Schedule of Bid Prices	9
BASE BID	9
V. Pre-Qualification Process	12
VI. Contract Provisions	14
Locations to be cleaned	14
Term	14
Days of Services	14
Supervision and Training	15
Nametags	15
Safety	15
Security	15
Walkthrough Inspections	16
Additional Services / Emergency Conditions	16
Carpet Cleaning and Floor Waxing	16
Miscellaneous Services	17
Prohibited Actions	17
Regulations	17
Sub-Standard Work	17
Supplies	17
VII. General Specifications	18
Acceptability of Work	18
Assignment	18
Bidder Investigations	18
Change in Scope of Work	18
Collusion among Bidders	19
Compliance with Freedom Of Information Act Requests	19
Compliance with Laws; Employment Discrimination	20
Contractor Personnel	20
Debarment	20
Default Clause	21
Delay	22
Exceptions	22
Expenses Incurred in Preparing Bid	22
Failure to Deliver	22
Guaranty	22
Indemnity/Hold Harmless Provision	22
Insurance Requirements	23
Law and Venue	26
Non-appropriation	26
Oral Statements	26
Permits, Licenses	26

Protection and Restoration of Property..... 27

References 27

Renewal of Contract..... 27

Right to Audit..... 28

Smoking Policies 28

Taxes..... 28

Termination 28

Unnecessarily Elaborate and Unresponsive Submittals 28

Waivers of Lien..... 29

Contractor's Drug-Free Workplace Certification 30

Contractor's Certification Regarding Non-Payment of Compensation 32

EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)..... 33

Agreement..... 34

I. Legal Notice

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **2023 Janitorial Services Contract.**

Bids will be received until **10:00 A.M.** Prevailing Local Time on the **2nd day of February, 2023** by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened.

Those desiring to bid may obtain copies of the contract, specifications, and other bidding documents online at wsprings.com/bids. A mandatory pre-bid walkthrough will be held on **January 18, 2023 at 10:00 AM** to answer any questions. Questions may also be submitted directly to asegreti@wsprings.com by end of business day of January 20, 2023. Answers to submitted questions will be sent to all plan holders by the end of business day of January 24th.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars (\$500), which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of his bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Bidders will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates. Each bidder shall satisfy the Village as to his ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS
By Ed Tymick, Village Clerk

Published in the Sun Times Newspaper on January 5, 2023

cc: Ellen Baer, Village Manager
Elaine Haeske, Deputy Village Clerk



Cover Letter

Vega Building Maintenance

1413 Sherman Rd. Suite 90

Romeoville, IL

708-469-8586 – G. Vega Jr.

Fax: N/A

Glupevegajr@vegabm.com

Authorized Binding Official: Guadalupe Vega Jr.

Signature:

Please Refer to Qualifications and Experience Regarding Our Firms Introduction



Company Profile

Company Name/ Address: Vega Building Maintenance

1413 Sherman Rd. suite 90 Romeoville IL, 60446

Website Address: www.Vegabm.com

Fax/Phone: PH: 708-469-8586 Fax: N/A

Primary Contact: Guadalupe Vega Jr./ Glupevegajr@Vegabm.com/ PH: 708-469-8586

Total Numbers of Employees: 45 Full time employees

Length of Business: Registered under new name in 2017 (5 years); we have been in the industry for over 15 years prior to new name.

Reference checks: We actively and tentatively check any and all references to ensure our candidates are in the best interest of the company.

Background Checks: We do not hire any individual with any history of violent or sexual crimes. We take safety very seriously and will not hire anyone we deem as dangerous or a liability to us and or our customers.

Performance Policy: We will first talk and work with our employees to make sure all proper training was given. If we feel necessary, we will retrain the individual and try again. If he/she is still not performing to expectations, we will have no choice but to terminate said employee.



Relevant Contracts and Square Footage

Taste of Chicago- 700,000 Sq Ft

Village of Niles- 600,000 Sq Ft

City of Elmhurst- 400,000 Sq Ft

Crane Composites- 300,000 Sq Ft

Graham Enterprise- 250,000 Sq Ft

City of Lockport- 35,000 Sq Ft

Total: 2,285,000 Sq Ft

*This is only some of the customers we provide services to. More can be given upon request. References sheet may display some contracts that are not listed as we only listed relevant contracts and Sq Ft.



Qualifications and Experience

Vega Building Maintenance is a S corp. business that has been providing top quality cleaning solutions since 2017. Although we have operated under different entities in the past; our traditions, values, and expectations has not changed, only advanced. We have molded our customer service to one of the best in the industry and our current customers can attest to those claims. We are currently headquartered in Romeoville, IL and provide services to the Chicagoland area and its surrounding suburbs. VBM has no lasting or ongoing litigations/bankruptcies with any entity or anyone. We do so by ensuring all expectations and rules are followed extensively and any individual found in contempt will be dealt with accordingly and proportionately. With our full 4-person leadership base we are able to manage and upkeep some of the most challenging of tasks and maintain the filthiest of facilities. Of course, we must thank our 50 current employees for allowing us to sculpt them into some of the most efficient and proficient cleaners in the area and we are always bringing more talent in to further advance our excellent company.



Commitment to Quality

Vega Building Maintenance has always put quality first, which is why we are rated an 'A+' with the Better Business Bureau and have had opportunities such as the Taste of Chicago and the Air and Water Show of Chicago. We do so by ensuring we always have the necessary staff to fulfill the job at hand and run a punctual schedule. All tasks are always thoroughly explained to our staff so that there is no confusion with what is expected, and the Village of Western Springs will be no different. Our lead supervisor has a tremendous amount of experience with an excellent resume. We believe that he will be able to manage the staff efficiently and proactively with little to no issue. Our lead is also very open-minded to applicable inputs from leaders and staff alike. He believes that cooperation is the only way to properly manage and progress. Moreover, he does not like to deal with unnecessary conflicts and is able to diffuse tense situations with extreme diligence. We here at VBM do our part to avoid these kinds of issues before they arise, and we do so as early as the onboarding process. Our recruiting procedures are very intricate; we screen every employee that we hire to make sure they are not involved or have been involved in any criminal activity that could negatively impact us or our customers. Once our new employees get integrated, intensive training begins. During this time all employees will be trained in all applicable skills to fulfill the tasks at hand. We continue to offer training as needed and offer incentives (i.e., extra vacation days, bonuses, promotions) to retain staff and keep them healthy and exultant.



Quality Control

We have methods and protocols in place to ensure that all necessary information is being communicated. This is the foundation of our quality control plan. With the necessary information being communicated via the staff, the tasks at hand will have many different eyes on sight which allows the cleaners to clean up any necessary debris/filth quickly and efficiently. The lead who oversees all the employees at the Village of Western Springs will be in charge of checking each section/quadrant to ensure that all tasks have been completed for the day. Anyone found to be lagging in performance will be spoken to and methods will be adjusted accordingly. Once a week the lead will sit down with leadership and discuss any short fallings or concerns with staff or performance. Any necessary actions will then be taken to ensure consistency and quality. We will also touch base with the Village of Western Springs at least once a month (or as many times as requested by the village) to make sure all cleaning tasks are being completed to the standards the Village requires.



Industry Practices

Below please find a list of Vega Building Maintenance's industry practices/certifications.

- Certified in Training Excellence from IPC Eagle
- Member of the International Facility Management Association
- Former Member of Will County Health Board
- Member of The Better Business Bureau (Rated A+)

VBM prides itself in keeping up with modern methods and techniques in the Jan-San industry. We have been to trade shows and seminars every year to ensure we are up to date with what's going on in our industry. We prefer to use green products when we can as we feel that this adheres to modern practices. However, we can switch to different chemicals upon request from our customers as long as it is within reason and law.

Safety:

Safety is one of our top priorities. Each employee is extensively trained in their prospective chemicals and methods. Before they even begin a job, a conference is held with leadership to go over any safety concerns or rules to follow. Everyone is given strict orders to follow safety training and anyone who is found to be negligent will be terminated.



Statement of Competency

To Whom it May Concern,

We here at Vega Building Maintenance have an intensive background working for municipalities, private sectors, schools, and events. The Village of Western Springs can rest assured knowing that Vega Building Maintenance has a great performance record as well as experience to solidify a strong and efficient service. We have handled projects as major as the Taste of Chicago and as important as assisting in government-based contracts. We do this by maintaining strong business relationships and utilizing the most modern of techniques. Communication is the core of these techniques as we feel that true growth can only happen with cooperation and understanding. We welcome the Village of Western Springs to join the many others who have noticed what a true cleaning service can provide and hope that we are given the opportunity to prove our claims.

Sincerely,

Guadalupe Vega Jr.

VP of Operations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurity Insurance Agency, Inc. 1112 E. 9th Street Lockport IL 60441		CONTACT NAME: Brian Jenner PHONE (A/C, No, Ext): (815) 838-7900 FAX (A/C, No): (815) 838-7902 E-MAIL ADDRESS: tim@assurityagency.com	
INSURED Vega Building Maintenance & Supplies Inc 1413 SHERMAN RD STE 90 ROMEDEVILLE IL 60446-4094		INSURER(S) AFFORDING COVERAGE INSURER A: ERIE INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 26263	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/INSR	SUBR/INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			Q61-0174279	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			Q61-0174279	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$			Q28-0174129	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Q88-0106185	04/01/2022	04/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Guadalupe Vega Sr and Guadalupe Jr are excluded officers on the workers compensation policy.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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II. Instructions to Bidders

VILLAGE OF WESTERN SPRINGS

DATE: January 5, 2023

Proposals to be entitled to consideration must be made in accordance with the following instructions:

Proposals shall be submitted in an opaque, sealed envelope plainly marked with the words:

Janitorial Services Contract
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand to a drop box or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on the **SECOND** day of **FEBRUARY 2023**, after which time and at such place all bids will be publicly opened and read aloud.

Proposals received after the time for opening will not be considered.

Proposals must be signed by an authorized official of the contractor's organization, and the name of the official and his title typed below the signature. If the bidder is a corporation, the corporate seal must be affixed.

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS (\$500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within FORTY-FIVE (45) days after the opening of bids withdraws his bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding FOURTY FIVE (45) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

The successful bidder will be required to furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contact sum. Execution of the Contract by the Village is contingent upon receipt of acceptable Performance and Payment Bonds and Insurance Certificates.

The Village reserves the right to require of any bidder, such information necessary to satisfy the Village of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

The successful bidder will be required to execute a contract in the form prescribed by the Village and must certify that the bidder is eligible to enter into public contracts under the Illinois Criminal Code, has a written sexual harassment policy and complies with Illinois Department of Revenue policies regarding taxes by executing the Certification attached hereto as **“Exhibit A”** and made a part hereof.

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the Illinois Prevailing Wage Act and payment of the applicable prevailing wage.

This contract will be awarded without discrimination in compliance with all applicable local state and federal laws.

Responsibility of the bidders will be determined by factors in addition to financial responsibility, such as past records of its or other entities' transactions with the Village of Western Springs, experience, ability to work cooperatively with the Village and its Administration, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations, such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

III. Proposal

TO: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: **Janitorial Services Contract**

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work by **March 8th, 2023**, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be

considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work, and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service, and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

1/23/2023
Date

Vega Building Maintenance
Proposed Contractor (Bidder)


Witness
Gondalife Vega Jr.



The Ohio Casualty Insurance Company
BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, VEGA BUILDING MAINTENANCE & SUPPLIES, INC.

of 1413 SHERMAN ROAD, SUITE 90, ROMEOVILLE, IL 60446

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Keene, New Hampshire (hereinafter called the Surety), as Surety, are held and firmly bound unto VILLAGE OF WESTERN SPRINGS

of 740 HILLGROVE AVENUE, WESTERN SPRINGS, IL 60558

(hereinafter called the Obligor) in the penal sum of FOUR THOUSAND AND TWO HUNDRED

Dollars \$4,200.00 lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated JANUARY 31, 2023 for JANITORIAL SERVICES

NOW, THEREFORE, if the Obligor shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligor in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligor against any loss the Obligor may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: JANUARY 31, 2023

VEGA BUILDING MAINTENANCE & SUPPLIES, INC.
(Principal)

By:

Guillermo Vega Jr. *VP of Operations*

The Ohio Casualty Insurance Company

By:

TIM HARTFORD

(Attorney-in-Fact)

POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Bond Number: 32S617047

Principal: VEGA BUILDING MAINTENANCE & SUPPLIES, INC.

Agency Name: ASSURITY INSURANCE AGENCY INC.

Obligee: VILLAGE OF WESTERN SPRINGS

Agent Code: 987366

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: of , its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 18th day of November, 2013.

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 18th day of November, 2013 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Plymouth Meeting, State of Pennsylvania, the day and year first above written.

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of , do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 31ST day of JANUARY, 2023.

IV. Bid Schedule

January 18, 2023	Mandatory Pre-bid Walkthrough, at 10:00 A.M.
February 2, 2023	All proposals are due to the Village of Western Springs by 10:00 A.M. and proposals will be opened and announced.
February 27, 2023	Village Board Meeting Approval and Award of Contract
March 8, 2023	Begin Contract

Contact Information

All questions concerning this RFP shall be directed to Amanda Segreti at asegreti@wsprings.com. Proposals must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, (Contracted Janitorial Services) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING
THE WORK TO BE PERFORMED UNDER THIS CONTRACT

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

BASE BID

<u>Facility</u>	<u>Address</u>	<u>Cost Including Supplies</u>
Village Hall/Police	740 Hillgrove Avenue	\$ <u>1,710</u> monthly
Fire Station #1/Community Dev.	4353 Wolf Road	\$ <u>540</u> monthly
Fire Station #2	5501 Grand Avenue	\$ <u>270</u> monthly
Train Depot	914 Burlington Avenue	\$ <u>450</u> monthly
Water Plant	614 Hillgrove Avenue	\$ <u>180</u> monthly
Public Works Garage	1440 Hillgrove Avenue	\$ <u>270</u> monthly

Options

Carpet Cleaning		<u>Carpet \$350</u>
/Floor Waxing	Per 1,000 sq/ft	\$ <u>Floor \$470</u> per
request		
Additional Cleaning	As needed (per person)	\$ <u>22.00</u> per hour
Window Cleaning	Per window	\$ _____ per
window		
COVID-19 Disinfecting	As needed (per person)	\$ <u>25.00</u> per hour

Rates for services listed for 2023 contract period will remain in effect for contract renewals if both parties agree upon a contract renewal.

Name of Bidder: Vega Building Maintenance

Address: 1413 Sherman Rd. Suite 90 Bensenville, IL 60016

Telephone No. 708-464-8586 Fax No. N/A

Signature: [Signature]

Name and Title: (Please Print) Gondalpe Vega Jr. VP of Operations

Date: 1/23/2023

**Please refer to references Sheet **

References

Name of Organization: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: _____

VBM References

- 1) **Graham Enterprises**
750 Bunker Ct. Suite 100
Vernon Hills, IL 60061
Started: 2014
Lisa
(224-730-4375)
- 2) **We're Cleaning Inc.**
2416 S. Michigan Ave. Suite 201
Chicago, IL 60616
Started: 2007
Lance
(312-326-4200)
Wcicleaning@sbcglobal.net
- 3) **Buijck Property Management**
2506 Inverness St.
Valparaiso, IN 46383
Started: 2020
Gerard
(219-386-6986)
- 4) **Crane Composites**
23525 W. Eames St. Channahon, IL
60410
Started: 2018
Julia Herrera
(815-467-8600)
- 5) **Glenbard Wastewater Authority**
945 Bemis Rd. Glen Ellyn, IL 60137
Started: 2020
Gayle
(630-790-1901)
- 6) **City of Lockport**
222 E. 9th St. Lockport, IL
Started: 2020
Annie
(815-838-0549)
- 7) **City of Elmhurst**
209 N. York St. Elmhurst, IL 60126
Started: 2020
Andy
(630-330-5311)
- 8) **Village of Niles**
1000 Civic Center Dr. Niles, IL 60714
Started 2022
John S.
847-588-7900



Vega Building Maintenance
1413 Sherman Rd. Suite 90
Romeoville IL, 60446
Glupevegajr@vegabm.com

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

V. Pre-Qualification Process

REQUIRED DOCUMENTATION

- OVERVIEW OF THE COMPANY
- THREE YEARS CLEANING GOVERNMENT OR COMMERCIAL ACCOUNTS
- FIVE (5) GOVERNMENT OR COMMERCIAL REFERENCES
- QUALITY CONTROL/QUALITY ASSURANCE PLAN
- INSURANCE DOCUMENTATION

PRE-QUALIFICATION INFORMATION

The Village of Western Springs is presently soliciting annual rate proposals (payments will be made on a monthly basis) from established and reputable contract custodial or janitorial companies to provide high-quality cleaning custodial services for:

- Village Hall Offices, 740 Hillgrove Ave.
- Police Department Offices, 740 Hillgrove Ave.
- Municipal Services Offices, 740 Hillgrove Ave.
- Water Plant, 614 Hillgrove Ave.
- Community Development Offices, 4353 Wolf Rd.
- Fire Station #2, 5501 Grand Ave.
- Public Works Garage, 1440 Hillgrove Ave.

This will be a Performance Based Contract. This is a one-year contract with four, one-year extension options. The extension option is for a one-year period and is effective if approved by the Village Board.

BASIS OF AWARD

The evaluation process for the award of this contract is a **two-step** process consisting of a Request for Qualifications, narrowing the field down to appropriate candidates, and then a Request for Proposals outlining the costs and terms of service.

Step 1. Request for Qualifications: Contractors will be required to meet the following requirements:

- a. Five years cleaning experience with three years of cleaning government or commercial accounts.
- b. At least 100,000 square feet under contract and two locations with a minimum of 50,000 square feet.
- c. Five current government or commercial customer references.
- d. All permits, licenses, and insurance as required by the State of Illinois

The following submittal format should be followed

Overview of the Company -- This section should contain information on the company and its business, i.e., years in business, owner, and number of employees. Please provide any information that will justify why your company should be awarded the Village of Western's business.

Years Cleaning Government/Commercial Accounts -- This section should include information about the government and/or commercial cleaning experience your staff has and the training that is provided. In this section please include information about your staff training, and experience in cleaning accounts similar to the Village of Western Springs if applicable.

Average Commercial Square Feet -- This section should contain a listing of current government/commercial accounts including the square feet.

Quality Control/Quality Assurance Plan -- This section should contain your approach to Quality Control and your company's Quality Assurance Plan.

References – Please provide at least five references, with at least two of those references being government or municipal organizations.

Insurance Information – Please provide information regarding your company's insurance, including workman's compensation, liability insurance and automobile insurance.

All submittals must be thorough, complete and accurate. Only those proposers found qualified in Step 1 will be considered for pricing.

VI. Contract Provisions

Locations to be cleaned

These specifications cover the cleaning of the Village Hall, Police Department, Public Works Department building, Community Development and Fire Rescue building, and downtown train depot. Checklists are located in the back of this document. The approximate square footage (it shall be the Contractor's responsibility to verify) of the areas to be cleaned as follows

Facility	Approximate Square Footage
Fire & Community Dev.	16,883
Village Hall & Police Offices	31,025
Train Depot	670
Water Division	2,847
Fire Station #2	3,458
Public Works Garage	3,576

These specifications are not to be construed as exclusive. It is intended that the services provided by the Contractor include all functions normally considered a part of workmanlike, satisfactory custodial work, whether or not specifically listed herein. The Village of Western Spring's satisfaction with the cleaning services performed shall be of the utmost importance. The Contractor's employees shall always be presentable, courteous and receptive to the direction of the Village's representatives.

Term

The term of this contract shall be a one calendar year period commencing on the date of first service and ending 365 days after that first service date, unless the contract is terminated pursuant to the terms herein.

Days of Services

Services shall be performed on the days and times as described below for each facility

Facility	Days	Times
Police Department	Sun – Sat	Between 6:00 pm – 6:00 am
Fire Station #1 & Community Development	Tues–Sun	Between 8:00 pm – 6:00 am
Village Hall	Mon – Fri	Between 6:00 pm – 6:00 am*
Train Depot	Mon – Fri	Between 8:00 pm – 12:00 am
Water Division (2 times Weekly)	Tues, Thurs	Between 6:00 pm – 10:00 pm
Fire Station #2	Mon, Wed, Fri	Between 6:00 pm – 6:00 am
Public Works Garage	Mon, Wed, Fri	Between 6:00 pm – 6:00 am

*Village board meetings occur twice monthly at 7:00 pm on Mondays in the Village Board Room, located on the first floor of the Village Hall. Service should be adjusted during this time

as to not disturb board meetings on these evenings. Other meetings may occur on various dates. The Village will provide the contractor in advance a schedule of upcoming meetings.

A schedule must be presented to the Director of Municipal Services, or their des and approved before the contract begins. The schedule should outline the time that each facility will be cleaned. The schedule should remain constant throughout the life of the contract unless both the contractor and Village agree to a new official schedule.

Service will not be required on the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas Day.

Weekly Checklist Inspection

Completion checklists will be posted in each building and are required to be filled out daily after cleaning is completed. The Village designee will evaluate the checklist and determine if the work was properly completed. Checklist locations will be discussed at the mandatory walkthrough.

Supervision and Training

The Contractor shall properly schedule and train all of its personnel. It is required that the supervisor visit the facilities on an "as needed" basis to be sure that work has been completed in a satisfactory manner. The Village reserves the right to have the contractor assign a new contact, supervisor, and/or staff, for the Village's account if the current representative(s) are deemed unacceptable by the Village Manager or their designee.

Nametags

Name tags are required for all employees. A picture ID with company logo must be on personnel at all times while cleaning at Village facilities. If requested, the Village will supply nametags for Contractor's employees at Contractor's cost.

Safety

The Contractor shall insure that all its employees or agents shall abide by all safety rules or regulations set by the Village of Western Springs, as they pertain to the cleaning service operations, as well as, by general regulations and standards of the industry and in accordance with all applicable federal, state, county and Village laws and rules.

Security

The backgrounds of all cleaning service employees shall be carefully interviewed, screened, and reference checked by the Contractor before those employees are sent to any Village facility to commence providing services. Records of the same shall be provided to the Village for any employee working within a Village facility. Any unusual occurrences will be reported immediately to the proper authority.

Office Workspace Cleaning

The Contractor shall be responsible for cleaning and disinfecting all surfaces including, but not limited to keyboards, desktops, chairs, arm chairs, etc. on Fridays, once per week, if surfaces and locations are clear of any personal items or work materials that may obstruct the work surface. Employees of the Village shall clean off any work materials on the above referenced locations if they would like the work surface cleaned.

At no time should the Contractor touch or move any personal items located on the above referenced surfaces.

Kitchen Cleaning

All kitchens and kitchen surfaces, including sinks, faucets, microwave oven interiors/exterior, coffee machines, appliance exteriors, tables and chairs shall be cleaned and disinfected on a daily basis.

Walkthrough Inspections

Quarterly walk through inspections with the cleaning supervisor will be scheduled with a Village's designee to observe and evaluate current service levels. Additional meetings will be at the Village's discretion. Punch list items must be completed no later than one week after notification from the Village.

Additional Services / Emergency Conditions

The Contractor shall be capable of temporarily providing additional services and/or increased frequency of service if necessary due to emergency conditions or special use of the building (i.e. special public meetings on a weekend) at the Village's request. Except for emergency conditions, the Village shall provide twenty-four (24) hour notice that increased services shall be required. Additional services outside of normal working hours and days of service, or requiring additional help during normal working hours, shall be paid at the hourly rate indicated in the contract.

Carpet Cleaning and Floor Waxing

Cleaning of carpet and tile shall be done on an as requested basis based on a 1,000 square foot minimum cleaning. Carpet cleaning and floor waxing will be completed during the times listed under "Days of Service" and shall be done with minimum disruption. All furniture less than 100lbs that is easily moveable shall be moved and cleaned under. Large furniture such as file cabinets or desks requiring the dismantling of the item does not have to be moved for a carpet cleaning.

Miscellaneous Services

The Contractor shall be responsible for immediately reporting any severe irregularities that are discovered during the course of working in the Village facilities. These may include unlocked doors, broken windows, defective plumbing, as well as loose railings, etc.

Prohibited Actions

The Contractor shall maintain proper security at all facilities in which work is being conducted. This includes, but is not limited to, keeping doors locked (i.e. not propping them open) and no unauthorized individuals shall be admitted into any building at any time by the Contractor.

Recycling

The contractor shall be required to collect all materials in designated recycling containers (glass, paper, plastic, etc.) separately from standard refuse. Recycling materials shall all be placed in the designated recycling dumpsters at each facility. Recycling containers are designated at various locations at each facility.

Regulations

All work must comply with applicable provisions of state, federal and county regulations, as well as the Building Code and Municipal Code of the Village of Western Springs.

Sub-Standard Work

The Contractor recognizes that the Village, in its sole discretion, will determine whether the Contractor is performing in a timely and proper manner. By submitting a bill, the Contractor is certifying that all work was completed as directed and specified in the contract and/or by Village representatives. If it is determined by the Village that all work was not completed as stated by the Contractor, the Village shall meet with the Contractor to discuss recourse pertaining to the work. The recourse options shall include but are not limited to: 1) termination of the contract, 2) waiver of the Village's obligation to pay all of or a portion of the payment owed to the contractor.

Supplies

The Contractor shall supply all cleaning solutions, soaps, detergents, waxes, polishes, brooms, mops, rags, sponges, squeegees, buckets, mechanical polishers, buffers, vacuum cleaners, soap for washrooms and other items, tools or equipment needed to clean and sanitize the buildings. The following supplies will be provided by the Village: paper towels to refill dispensers, toilet paper, urinal screens, seat covers, and waste can liners. The Village is asking for an Alternate A bid for the option of having the contractor to provide all paper products (see Bid Schedule of Prices). The Village of Western Springs shall provide the Contractor with an appropriate secure area for the storage of cleaning supplies, implements and machinery; these implements, cleaning supplies and machinery will be kept in a sanitary and odor-free condition. All materials shall be stored in a manner/location as directed by the Village and such materials shall be moved by the Contractor if requested to do so by the Village. The contractor shall supply the Village with Material Safety Data Sheets (MSDS) for

all cleaning solutions, soaps, detergents waxes and polished being used as part of the cleaning contract.

VII. General Specifications

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract approved by the Village Board and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village Manager in writing of this belief. If the Village Manager believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be approved by the Village

Board and signed by the Village President or his designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance with Freedom Of Information Act Requests

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Contractor agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, including the Illinois Prevailing Wage Act, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The Contractor agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the Contractor agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village Manager.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village Manager shall, throughout the life of the contract, have the right of reasonable rejection and approval of employees or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects employees or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village in a timely manner and at no additional cost to the Village. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workers; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Schedule of Deductions for Each Day of
Default Original Contract Amount from more
than to and including calendar day

\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

If such default is not corrected within seven (7) days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor

agrees to promptly and completely remove all equipment and materials from the job site with no damage to the improvements in place and to return all keys to Village buildings, and all employee security passes. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other legal remedies that the Village may have.

Guaranty

A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any kind, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising

in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

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

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

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

B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

E. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

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

A. General Liability and Automobile Liability Coverages

1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as specifically listed additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.

2. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self- insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.

4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage

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

C. All Coverages

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

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

Non-appropriation

All funds for payment by the Village under this contract are subject to the availability of an annual appropriation for this purpose by the Village. In the event of non-appropriation of funds by the Village for the services provided under the contract, the Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the work or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of five (5) shall be required. Please fill out reference sheet in the Schedule of Bid Prices section of this document.

Renewal of Contract

Upon written agreement of both parties at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **FOUR (4)** successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

Responsibility for Work

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby;
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the side; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village, its designees, or other authorized bodies.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village. Failure to abide by these regulations is a violation of this contract; and in addition may subject the violator to civil penalties as prescribed in State law.

Taxes

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate.

Termination

If the contract is terminated by a default of the Contractor the Village shall pay the Contractor any amount due for actual, completed and accepted work, and the Village shall not be obligated to pay the Contractor any more money.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's

submittal is prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that 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 grantee's of Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, 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) The grantee's or 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 contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 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.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

Vega Building Maintenance

Contractor

Date: 1/23/2023

Attest

A handwritten signature in black ink, appearing to be "J. Smith", written over a horizontal line.

**Contractor's Certification Regarding
Non-Payment of Compensation**

Vega Building Maintenance hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

Vega Building Maintenance
Contractor

DATED: 1/23/2023

ATTEST:



EXCEPTIONS TO THIS BID (THIS PAGE
MUST ACCOMPANY BID)

Agreement

This Agreement (the "Agreement") made this the ____ day of **FEBRUARY** in the year **2023** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and Vega Building Maintenance (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the "Party" and, collectively, as the "Parties".

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the Janitorial Services as set forth in the contract requirements for janitorial services, a copy of which is attached here to as exhibit 1 dated January 4, 2023, and as agreed to in the Contractor's Proposal dated February 2, 2023.
2. The Contractor agrees to commence the Work on or before **March 8, 2023**, and will officially, diligently and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion by **December 31, 2023**.
3. The Village shall pay the Contractor for the performance of the Work to complete the Janitorial Services Contract a total dollar amount not to exceed _____ in accordance with the Contractor's Proposal dated **February 2, 2023**, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly in accordance with the provisions of the Local Government Prompt Payment Act.
4. The Contractor represents and warrants that it will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:
 - A. Legal Notice (Advertisement for Bid) published on **January 5, 2023**.
 - B. Instructions to Bidders dated **January 5, 2023**.
 - C. Contractor's Proposal dated **February 2, 2023**.
 - D. Contractor's bid bond submitted by Vega Building Maintenance in the amount of \$_____ dated **February 2, 2023**. General Specifications and all additional provisions **February 2, 2023**.

- E. General Specifications and all additional provisions **February 2, 2023.**
- F. Contractor's Drug Free Workplace Certification dated **February 2, 2023.**
- G. Contractor's Certification Regarding Non-Payment of Compensation dated **February 2, 2023.**
- H. Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
- I. Required Performance and Payment Bonds provided by the Contractor.
- J. Required Insurance Certificates provided by the Contractor.

All of the contract documents are a part of this Agreement as if attached hereto or repeated herein.

This agreement executed on the day and year first written above.

Contractor: Vega Building Maintenance Village of Western Springs

By: Guadalupe Vega Jr.
(Name and Title) VP of Operations

By: _____
Alice Gallagher, Village President

*Corporate Seal of corporation

*Village Seal

Attest: [Signature]

By: Fernando Antonino
(Name and Title) Secretary

By: _____
Elaine Haeske, Deputy Village Clerk

EXHIBIT B

**CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS
BY THE CONTRACTOR**

I, Guadalupe Vega Jr., having being first

duly sworn, depose and state that I am the

VP of Operations

(insert "sole owner", "partner", "president", "other" proper title)

and the authorized agent of Vega Building Maintenance, which has submitted a proposal to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the Sanitorial Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.

3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,

1. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or

2. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.

4. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

1. In compliance with the Veterans Preference Act (330 ILCS 55/).

2. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:

(a) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(b) If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will

hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(c) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(d) Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

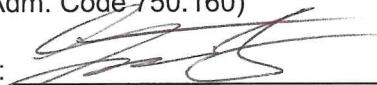
(e) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(f) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(g) 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 are maintained. As used in this section, the term "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.

3. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
4. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
5. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).
6. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human

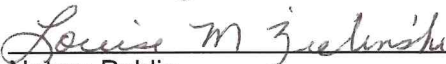
Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

By: 

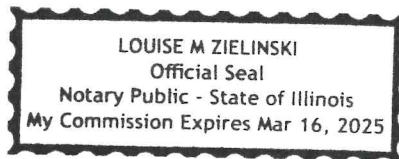
Name: Guadalupe Vega Jr.

Title: Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 23 Day
Of January, 2023


Notary Public

Notary Public





AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: January 13, 2025

AGENDA ITEM D.1.b.

To: Properties and Recreation Committee

From: Diana Puga, Municipal Services Coordinator

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager

RE: HVAC Maintenance Services - The YMI Group, Inc.

Recommendation

Review and recommend approval to the Village Board the contract renewal with The YMI Group, Inc. for the Village's HVAC maintenance services.

Summary

Attached for the Committee's review and approval is a renewal letter from The YMI Group, Inc. for the Village's HVAC maintenance services in an amount not to exceed \$17,995.00. This will be the first renewal for this contract, which was awarded by the Village Board on April 22, 2024.

Financial Impact

The contract award in an amount not to exceed of \$17,995.00.

Recommended Motion

I move to recommend to the Village Board of Trustees the approval of the first renewal of the HVAC maintenance services contract for a one-year period with The YMI Group, Inc. for an amount not to exceed of \$17,995.00.

Strategic Plan Alignment

N/A

File Attachments

1. 2025 YMI HVAC MAINTENANCE SERVICES RENEWAL EXECUTED 1-8-2025_
2. YMI HVAC Maintenance Bid



VILLAGE PRESIDENT

Heidi Rudolph

November 12, 2024

VILLAGE TRUSTEES

James Tyrrell
Nicole Chen
Alan Fink
Scott Lewis
Amy Avakian
Philip Nawrocki

THE YMI GROUP, INC.
Mr. Albert Youna
2483 Greenleaf Avenue
Elk Grove Village, IL 60007

VILLAGE CLERK

Edward Tymick

Ref: Contract Renewal-HVAC Maintenance Services

VILLAGE MANAGER

Ellen Baer

Dear Mr. Youna,

DEPUTY MANAGER

Casey Biernacki

This letter is to confirm that the Village of Western Springs will renew the **HVAC Contract** for **2025**.

DIRECTORS

Patrick Schramm
Matthew Supert
Aleks Briedis
Jeff Koza
John Mastandona
Sean Gilhooley
Heather Valone
Brian Scott

By signing and returning this document, you are accepting the 2025 Contract with the same specifications and rates.

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email jpesek@wsprings.com.

Respectfully submitted,

Director of Municipal Services

Name (printed) Steve Bradley

Signature

Title Service Manager

Date 11/13/2024



THE VILLAGE OF WESTERN SPRINGS



CONTRACT REQUIREMENTS FOR
2024 HVAC Preventative Maintenance Services
TUESDAY, APRIL 2, 2024
10:00 A.M. (Prevailing Time)

VILLAGE OF WESTERN SPRINGS
LEGAL NOTICE

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following project(s): **2024 HVAC Preventative Maintenance Services.**

Bids will be received until **10:00 A.M.** Prevailing Local Time on the **2ND DAY OF APRIL 2024** by mail or delivered by hand to the Office of the Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened and read aloud. Bids shall be submitted in an opaque, sealed envelope plainly marked with the title of the project.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents at the Western Springs Village Hall, 740 Hillgrove Avenue, Western Springs, Illinois. A pre-bid conference walk through will be held at the Village Hall on Thursday, March 21st at 3:30 PM. All interested parties are required to attend. The purpose of the pre-bid walk through is to allow potential firms an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference will not be published.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars (\$500), which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of his bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or bid, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Bidders will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates.

Each bidder shall satisfy the Village as to his ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any and all applicable bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS
By Edward Tymick, Village Clerk

Published in the Times Newspaper on March 15, 2024

cc: Ellen Baer, Village Manager
Elaine Haeske, Deputy Village Clerk

INSTRUCTIONS TO BIDDERS
VILLAGE OF WESTERN SPRINGS
DATE: March 15, 2024

Bids to be entitled to consideration must be made in accordance with the following instructions:

Bids shall be submitted in an opaque, sealed envelope plainly marked with the words:

2024 HVAC Preventative Maintenance Services
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00A.M.** Prevailing Local Time on the **SECOND day of APRIL 2024**, after which time and at such place all bids will be publicly opened and read aloud.

Bids received after the time for opening will not be considered.

Bids must be signed by an authorized official of the contractor's organization, and the name of the official and his title typed below the signature. If the bidder is a corporation, the corporate seal must be affixed.

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS (\$500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within THIRTY (30) days after the opening of bids withdraws his bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding THIRTY (30) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

The Village reserves the right to reject any and all bids, to waive any informalities in bidding, to hold all bids for a period of THIRTY (30) days, and to make award on that bid which, in its opinion, is most advantageous to the Village.

The successful bidder will be required to furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contract sum. Execution of the Contract by the Village is contingent upon receipt of acceptable Performance and Payment Bonds and Insurance Certificates.

The Village reserves the right to require of any bidder, such information necessary to satisfy the Village of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

The successful bidder will be required to execute a contract in the form prescribed by the Village and must certify that the bidder is eligible to enter into public contracts under the Illinois Criminal Code, has a written sexual harassment policy and complies with Illinois Department of Revenue policies regarding taxes by executing the Certification attached hereto as "Exhibit A" and made a part hereof.

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the payment of local prevailing wage rates.

This contract will be awarded without discrimination in compliance with all applicable local state and federal laws.

Responsibility of the bidders will be determined by factors in addition to financial responsibility, such as past records of its or other entities' transactions with the Village of Western Springs, experience, ability to work cooperatively with the Village and its Administration, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations, such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

Anticipated Bid Schedule:

The Village expects to adhere to the following time schedule, but may extend the time schedule for any reason, with or without advance public notice: Any changes to the schedule shall be posted on the Village's website and notice of such changes shall be sent by email to each consultant who submits a bid to the RFB:

Issue RFB:	March 15, 2024
Pre-Submittal Meeting:	3:30 PM on March 21, 2024
Bids Due Date:	10:00 AM on April 2, 2024
Village Board Selection of Qualified, Responsive Consultant	April 8, 2024
Begin Contract	May 1, 2024

The Village may issue one or more addenda to the RFB and may extend the above time schedule to allow the consultants to prepare and submit supplemental materials in response to the addenda.

PROPOSAL

TO: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: **2024 HVAC Preventative Maintenance Services**

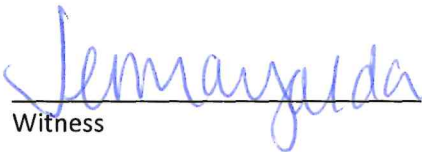
1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions, and which cover the work described in said document and the "Agreement."
2. In submitting this bid, the undersigned declares that the only persons or parties interested in the bid as principals are those named herein; and that the bid is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this bid is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work by May 1, 2024 as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. This bid is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred (\$500.00) Dollars. If this bid is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this bid, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work, and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service, and understands that in making this bid waives all right to plead any misunderstanding regarding the same.

04/01/2024
Date

The YMI Group, Inc. 
Proposed Contractor (Bidder) Albert D. Youna


Witness

SCHEDULE OF BID PRICES

LOCATION	QUANTITY	UNIT COST
VILLAGE HALL	1	\$2,320.00
FIRE STATION	1	\$1,160.00
GRAND COMMUNITY CENTER	1	\$4,785.00
RECREATION CENTER	1	\$1,320.00
WATER PLANT	1	\$3,480.00
PUBLIC WORKS GARAGE	1	\$1,740.00
HISTORIC WATER TOWER	1	\$3,190.00
TOTAL FOR ALL LOCATIONS		\$17,995.00

Exact inspection dates will be determined by the Village.

REPAIR LABOR RATES	
ITEM	RATE
HOURLY LABOR	\$175.00
EMERGENCY LABOR RATE: After Hours	\$219.00
OVERTIME LABOR RATE	\$219.00
HOLIDAY LABOR RATE	\$262.00
MINIMUM CHARGE (HOURS)	2 HRS
RESPONSE TIME	WITH IN ONE HOUR

These rates will not be included in the Schedule of Bid Prices

I. Contact Information

All questions concerning this RFB shall be directed to **Diana Puga** at (708) 246-1800 ext. 204 or dpuga@wsprings.com. Bids must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, and the firm's name as follows:

Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

II. Scope of Services

The Village seeks a firm to:

- Provide labor necessary to keep equipment in proper operating condition
- Provide two inspection calls yearly on Air Conditioning Equipment
- Provide two inspection calls yearly on Heating Equipment

III. Inspections

Inspections include seasonal inspections (4) of entire systems, lubrication of all moving parts, operation temperature and pressure checks, checks and adjustment of motors and starters, valves, gas fired units, safety controls, compressors, start up and pump down of air conditioning once per season, start up and check of heating systems, replacement of provided air filters four (4) times per year, and annual (1) replacement of belts.

The contractor will also furnish any quotations for any necessary work not covered by this Agreement as requested by the Village.

IV. Locations and Equipment

Location of Village Facilities Covered within this service contract:

- Village Hall, 740 Hillgrove Avenue
- Fire Station, 4353 Wolf Road
- South Fire Station, 5501 Grand Avenue
- Grand Avenue Community Center, 4211 Grand Avenue
- Recreation Center, 1500 Walker Avenue
- Water Treatment Plant, 614 Hillgrove Avenue
- Public Works Garage, 1440 Hillgrove Avenue
- Historic Water Tower, 914 Hillgrove Avenue
- Train Station, 914 Burlington Avenue

V. Locations and Equipment - Covered Under Maintenance Contract

The following equipment and locations are to be included in the bid cost.

Village Hall, 740 Hillgrove Avenue

Quantity	Equipment Type	Model	Location of Equipment
3	Burnham Boiler	K809HNEP-LZ	Basement
2	B+G Pump	DVM56T17D	Basement
1	Trane Supply Fan	MCC0038GAHOA	Attic Space
1	Trane Return Fan	MCCA035GAHOA	Attic Space

1	Air Stack Chiller	ASP03X2HZA1	North Side of Building
1	W/LO Pump	TOP-S3X70	Attic Space

Fire Station 4353 Wolf Road

Quantity	Equipment Type	Model	Location of Equipment
2	Johnson Control RTU	J04ZES12B2C6	Roof
1	Johnson Control RTU	J072JS18D2B6	Roof
1	Carrier RTU	48TCED08AZA	Roof

Grand Avenue Community Center, 421 1 Grand Avenue

Quantity	Equipment Type	Model	Location of Equipment
2	Burnham Boiler	8BK81DNEPLZ	Basement
2	B+G Pump	1510	Basement
13	Trane AHU	TWE036C140150	Throughout Building
13	Tran ACCU	2TTA0048A3000	Exterior of Building
2	Trane RTU	YCD150D3HABB	Rooftop Gym

Recreation Center 1500 Walker Avenue

Quantity	Equipment Type	Model	Location of Equipment
2	Carrier RTU	48AV030HPM526VF	Rooftop West
2	Carrier RTU	48A3V030HPM52GVF	Rooftop East

Water Treatment Plant, 614 Hillgrove Avenue

Quantity	Equipment Type	Model	Location of Equipment
1	Lochinvar Boiler	RBN399	Basement
2	B+G Pump	HVSET4S	Basement
1	York AHU	NIAHC1601A	2 nd Floor Ceiling
1	York ACCU	GCGD42S2152B	1 st Floor Roof
1	Trane RTU	GRAAA10P	1 st Floor Roof
1	Trane RTU	GRAAA10P	2 nd Floor Roof
1	Trane RTU	GRAA80P	2 nd Floor Roof
1	Munters DAHU	1 CA-0750-021	1 st Floor Roof
1	Trane ACCU	TTAI 80F400AA	1 st Floor Roof

Public Works Garage, 1440 Hillgrove Avenue

Quantity	Equipment Type	Model	Location of Equipment
4	Trane Furnace	TUX060C93603	Mechanical Room
4	Trane ACCU	TTP048DIOOKO	Southside of Building

Historic Water Tower, 914 Hillgrove Avenue

Quantity	Equipment Type	Model	Location of Equipment
1	Raypack Boiler	H302C3	Basement
2	B+G Pump	HV SERIES	Basement
1	York ACCU	H4D801250	Northside of Tower
1	Lennox ACCU	LCS13DC	Northside of Tower
2	York AHU	NIAH130806A	(1) Basement, (1) Third Floor

VI. Locations and Equipment — Time & Materials

The following equipment is not to be included in the annual maintenance contract and is to be maintained under Time & Materials at the request of the Village.

Village Hall, 740 Hillgrove Avenue

Quantity	Equipment Type	Model	Location of Equipment
1	FUJISTU AHU	ASU3GRLXB	Server Room
1	FUJISTU ACCU	AOU36RLKB	Roof

Fire Station 4353 Wolf Road

Quantity	Equipment Type	Model	Location of Equipment
1	Reznor Make-up Unit	N/A	Garage
1	Reznor Gas Unit Heater	N/A	Garage

South Fire Station 5501 Grand Avenue

Quantity	Equipment Type	Model	Location of Equipment
2	York Furnace	TG9S060B12MP11A	Mechanical Room
2	York ACCU	YCJ04254151A	Eastside of Building

Recreation Center 1500 Walker Avenue

Quantity	Equipment Type	Model	Location of Equipment
1	Liebert ACCU	N/A	Rooftop West

Water Treatment Plant, 614 Hillgrove Avenue

Quantity	Equipment Type	Model	Location of Equipment
2	Trane AHU	GAM5AD660M515AA	2 nd Floor Mechanical Room
2	Trane ACCU	4TTB3060DIOOBA	1 st Floor Roof
1	Trane AHU	GAMSAOC48M415AA	1 st Floor Ceiling
1	Trane ACCU	4TTB3048DIOOBA	1st Floor Roof

Public Works Garage, 1440 Hillgrove Avenue

Quantity	Equipment Type	Model	Location of Equipment
5	Trane Gas Unit Heater	N/A	Garage Area East
4	Solaronics Infra-Red Heat	STG	Garage Area Center
4	Superior Infra-Red Heat	N/A	Garage Area West

Train Station, 914 Burlington Avenue

Quantity	Equipment Type	Model	Location of Equipment
3	Trane AHJ	TWEOZ4C14BO	Attic Space
3	First ACCU	30WCU-1 OAB	Attic Space

VII. Contractor Responsibilities

1. For security purposes, the Contractor shall be required to submit a list including the names and addresses of the personnel who will be regularly assigned to the Village's properties. In addition, all staff assigned to the Village of Western Springs premises must be bonded and insured. All staff shall wear a work uniform type shirt or smock that clearly displays the company and worker's name as well as display a Village issued identification tag. Shorts will not be accepted as work clothing.
2. The Contractor warrants, covenants and otherwise agrees that the personnel it sends to the Village shall be responsible individuals free of felony convictions. The Contractor shall obtain waivers or consent forms from its employees and shall otherwise comply with all Federal, State and local laws with regards to the background checks. In this regard, the Contractor agrees to obtain waivers from its employees and will perform a background check for criminal history with the State of Illinois. This background check shall include fingerprints in addition to all other relevant information (i.e., date of birth, address, social security number, etc.). The result of these background checks shall be sent to the Village Manager prior to any personnel being assigned to the Village. All costs associated with the background check shall be incidental to the contract.
3. The Contractor may not substitute any employee on Village property without prior notification to the Village. In the event that a substitute employee is to be utilized, they must first report to the Building Services Coordinator for issuance of the identification tag.
4. The Contractor's personnel shall not disturb papers on desks, or open drawers, cabinets, files, or bookcases. The Village's telephones shall not be used by the Contractor's personnel for personal use. Under no circumstances shall the Contractor's personnel be allowed to bring visitors, children or other relatives into the Village's buildings.

Vendors submitting bids shall be required to submit with the bid a notarized copy of a Certificate of Insurance for the full types and limits required by the attached contract. The Village of Western Springs reserves the right, at its sole discretion, to determine the responsible bid and to waive any informalities or irregularities. Further, the Village of Western Springs reserves the right to reject any or all bids.

General Specifications

VIII. Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

IX. Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

X. Firm Investigations

Before submitting a bid, each firm shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the firm will rely. If the firm receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the firm from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

XI. Building Regulations

All work shall conform to the building codes in force in the Village.

XII. Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Village of Western Springs and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village of Western Springs in writing of this belief. If the Village of Western Springs believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be prepared and signed by the Village or its designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

XIII. Collusion Among Firms

Each firm, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the firm. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a firm has interest in more than one bid for the work being bid may result in rejection of all bids in which the firm is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

XIV. Compliance With Freedom of Information Act Requests

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7 (2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the nonexempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

XV. Compliance with Laws: Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the Contractor shall comply with all applicable provisions of federal, state and local law including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Contractor agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor also agrees to require any Contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the Contractor further agrees to make all required withholdings and deposits, therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The Contractor agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the Contractor agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Public Agency.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

XVI. Contractor Personnel

The Village of Western Springs shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village of Western Springs in a timely manner and at no additional cost to the Village of Western Springs. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

XVII. Debarment

By submitting a bid, the firm certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

XVIII. Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workmen; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village of Western Springs may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village of Western Springs the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village of Western Springs.

Schedule of Deductions for Each Day of Default

Original Contract Amount

from more than	to and including	calendar day
\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300

\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

If such default is not corrected within 7 days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove his equipment and materials from the job site with no damage to the improvements in place. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

XIX. Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

XX. Exceptions

Firms taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the firm's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

XXI. Expenses Incurred in Preparing Bid

The Village of Western Springs accepts no responsibility for any expense incurred by the firm in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the firm.

XXII. Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village of Western Springs, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Village of Western Springs may have.

XXIII. Guaranty

A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

XXIV. Hours and Days of Work

No work will be performed at night or on Saturdays, Sundays or legal holidays without written approval of the Village. No work shall start before 7:30 A.M. nor continue beyond 7:00 P.M. daily. Notwithstanding the foregoing provisions, the Work shall be performed expeditiously by all appropriate means including working overtime without additional compensation under the terms of the contract.

XXV. Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys

and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

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

XXVI. Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- i. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- ii. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- iii. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- iv. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- i. Commercial General Liability: \$1 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- ii. Business Automobile Liability: \$1 combined single limit per accident for bodily injury and property damage.
- iii. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$11000,000 per accident.
- iv. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis.
- v. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

- a. The policies are to contain, or be endorsed to contain, the following provisions:
- b. General Liability and Automobile Liability Coverage
 - i. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as additional insured as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
 - ii. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
 - iv. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - v. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.
- c. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.
- d. All Coverage

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

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VI! and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

XXVII. Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in jurisdiction of said Court for any such action or proceeding.

XXVIII. Non-appropriation

All funds for payment by the Village of Western Springs under this contract are subject to the availability of an annual appropriation for this purpose by the Village of Western Springs. In the event of non-appropriation of funds by the Village of Western Springs for the services provided under the contract, the Village of Western Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village of Western Springs shall not be obligated under this contract beyond the date of termination.

XXIX. Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

XXX. Permits Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

XXXI. Prevailing Wage

Not less than the prevailing rate of wages as found by the Village of Western Springs or the Department of Labor or determined by the court on review shall be paid to all laborers, workmen and mechanics performing work under this contract.

If the Department of Labor revises the prevailing rate of hourly wages to be paid by the Village, the revised rate shall apply to this contract and any related sub-contractor contracts. The prevailing rate of wages is subject to revision from time to time by the Department of Labor and are available on the Department's official website.

XXXII. Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the work or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village of Western Springs may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

XXXIII. References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of three (3) shall be required.

XXXIV. Renewal of Contract

Upon written agreement of both parties at least THIRTY (30) days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of FOUR (4) successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

XXXV. Responsibility for Construction-Safety, Shoring, Scaffolding, Construction Methods

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a. All employees on the work and other persons who may be affected thereby.
- b. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work,

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

XXXVI. Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village of Western Springs, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village of Western Springs, its designees, or other authorized bodies.

XXXVII. Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village of Western Springs. Failure to abide by these regulations is a violation of this contract; and in addition, may subject the violator to civil penalties as prescribed in State law.

XXXVIII. Storage

Equipment and material shall not be stored on any vacant private property or public property within the Village without written consent of the owner or agent of the land. A copy of the written consent shall be filed with the Village for permanent record.

XXXIX. Taxes

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate.

XL. Termination

If the contract is terminated by a default of the Contractor and if the unpaid balance of the Contract Sum exceeds all the costs incurred by the Village in completing the work, which cost shall include but not be limited to expenses incurred by the Village in completing the job, Village engineering fees and expenses, consultant fees and expenses, attorney's fees and costs; such excess shall be paid to the Contractor when the work is completed. If the costs of completing the job exceed the unpaid balance due the Contractor, the Contractor shall pay the difference to the Village of Western Springs, or the difference may be deducted from the amount owed the Contractor by the Village of Western Springs. The amount due either the Contractor or the Village, as the case may be, shall be certified by the Village Engineer or the Director of Municipal Services, and this certification shall be binding on all parties and the obligation for payment shall survive the Notice of Termination of this contract.

XLI. Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the firm's lack of

responsiveness. Further, if the format of the firm's submittal is prescribed in the bid documents and the firm fails to follow that format, this may be construed as an indication of the firm's lack of responsiveness.

XLII. Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

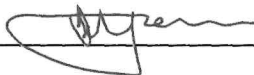
- d. Publishing a statement:
 - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantees of Contractor's workplace.
- e. Specifying the actions that will be taken against employees for violations of such prohibition.
- f. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. 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.
- g. Establishing a drug free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's or Contractor's policy of maintaining a drug-free workplace
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon employees for drug violations
- h. Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- i. Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- j. Imposing a sanction on or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.
- k. 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.
- l. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

Contractor: Youna Mechanical, Inc., dba The YMI Group, Inc.

Date: 04/01/2024

Attest: _____



CONTRACTOR'S CERTIFICATION REGARDING NON-PAYMENT OF COMPENSATION

The YMI Group, Inc. hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

Contractor: Youna Mechanical, Inc., dba The YMI Group, Inc.

Dated: 04/01/2024

Attest:

A handwritten signature in black ink, appearing to be "J. Green", is written over a horizontal line.

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

Firm, in submitting this bid, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This bid shall remain in force and effect for a twelve (12) month period from start date.

Insert Bid Table or Schedule

Rates for services listed for 2024 contract period will remain in effect for contract renewals if both parties agree upon a contract renewal.

EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)

Agreement

Agreement made this the _____ 2nd day of April in the year 2024 by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, herein after called "Village" and herein after called "Contractor".

The Village and Contractor agree as set forth below:

1. The Contractor, for the consideration hereinafter set forth, hereby agrees to and with the Village, that it will furnish and provide all labor, materials, equipment and services and do all else required to provide HVAC PREVENTATIVE MAINTENANCE SERVICES.
2. The Contractor agrees that he will be available to commence work on or before May 1, 2024.
3. The Village shall pay the Contractor for the performance of the Project work based on the Schedule of Bid Prices, a copy of which is attached hereto and incorporated into this Agreement as Exhibit A, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly in accordance with the provisions of the Local Government Prompt Payment Act.
4. The Contractor represents and warrants that he will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall embrace and include all the contract documents which are as follows:
 - a. Legal Notice (Advertisement for Bid) published on March 15, 2024
 - b. Instructions to Firms dated March 15, 2024
 - c. Bid dated March 15, 2024
 - d. Schedule of Bid Prices submitted by April 2, 2024
 - e. Specifications and all additional provisions April 2, 2024
 - f. Contractor's Drug Free Workplace Certification dated April 2, 2024
 - g. Contractor's Certification Regarding Non-Payment of Compensation dated April 2, 2024
 - h. Contractor certifications including Certification of Eligibility to Enter into Public Contracts
 - i. Required Performance and Payment Bonds
 - j. Required Insurance Certificates

All of the above contract documents are made a part of this Agreement and are incorporated herein by reference or attached hereto.

This agreement executed on the day and year first written above.

Contractor: The YMI Group, Inc.

Village of Western Springs

By: 
(Albert Youna-President)

By: _____
Heidi Rudolph, Village President

*Corporate Seal of corporation

*Village Seal

Attest:

By: 
(Jewana Mando-Service Coordinator)

By: _____
Elaine Haeske, Deputy Village Clerk

CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS BY THE CONTRACTOR

I, Albert D. Youna, having been first duly sworn, depose and state that I am the President

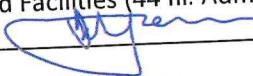
(insert "sole owner", "partner", "president", "other" proper title) and the authorized agent of The YMI Group, Inc., which has submitted a bid to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the 2024 HVAC Maintenance Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.
2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.
3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,
 - a. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
 - b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
4. In compliance with the Veterans Preference Act (330 ILCS 55/).
5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:
 - a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - c. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - d. Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act

and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- e. Submit reports as required by the Illinois Department of Human Rights, 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 Illinois Human Rights Act and the Department's Rules and Regulations.
 - f. Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - g. 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 are maintained. As used in this section, the term "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.
6. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
 7. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
 8. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).
 9. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle

B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures
Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

By: 

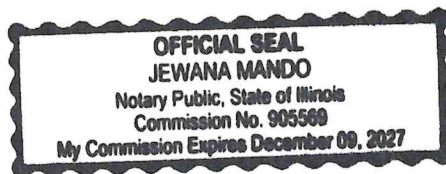
Name: Albert D. Youna

Title: Authorized Agent of Contractor

Subscribed and Sworn to Before Me This 01 Day Of April, 2024.



Notary Public



RESOLUTION NO. _____
A RESOLUTION AUTHORIZING A CHANGE ORDER INVOLVING A/AN [(INCREASE/DECREASE) IN THE CONTRACT
PRICE OF \$10,000 OR MORE]/[(EXTENSION/SHORTENING) IN WHICH THE CONTRACT IS TO BE COMPLETED BY
THIRTY DAYS OR MORE] (_____ CONTRACT)

WHEREAS, pursuant to Illinois Compiled Statutes, Chapter 720, Act 5, Section 33E-9, units of local government are required to make specific findings prior to authorizing any change order relative to a contract which would increase or decrease the dollar amount of the contract by \$10,000 or more, would extend or shorten the time in which the contract is to be completed by thirty (30) days or more; and

WHEREAS, staff has presented and recommended the proposed change order to the contract between the Village of Western Springs and

attached hereto as Exhibit "A" and made a part hereof, to the Corporate Authorities of the Village of Western Springs; and

WHEREAS, said change order attached hereto as Exhibit "A" would [(increase/decrease) the contract price by \$ _____ [(extend/shorten) the time period in which the contract is to be completed by _____ days];

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, as follows:

Section 1: That after reviewing the explanation of staff as to the necessity of and reasons for the change order attached hereto as Exhibit "A", the President and Board of Trustees find as follows:

- A. That the circumstances which necessitated said change order were not reasonably foreseeable at the time the contract was entered into.
- B. That the basis of the change order is germane to the contract.
- C. That it is in the best interests of the Village of Western Springs to approve the change order in its proposed form.

Section 2: That having made the findings set forth in Section 1 above, the President and Board of Trustees hereby approve the change order attached hereto as Exhibit "A", and direct and authorize the Village President and Village Clerk to execute said change order on behalf of the Village.

ADOPTED this _____ day of _____, 20____, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 20____.

Village President

ATTEST:

Village Clerk

REFERENCES

All bidders are required to furnish three (3) current municipal government references for clients who presently are using your services.

Municipality: village of Elk Grove Village

Date of Services & Award Amount: 05/01/2023 - 04/30/2026 \$15,000.00

Contact Name: Brian Misiak

Address: 901 Wellington Avenue

City, State, Zip Code: Elk Grove Village, IL 60007

Phone: 847-357-4098 Email: bmisiak@elkgrove.org

Municipality: Northwestern Medicine - Palos Hospital

Date of Services & Award Amount: 01/01/2024 - 12/31/2027 \$90,000.00

Contact Name: Dave Ziman

Address: 12251 S. 80th Avenue

City, State, Zip Code: Palos Heights, IL 60463

Phone: _____ Email: David.Ziman@nm.org

Municipality: One Medical

Date of Services & Award Amount: 01/01/2023 - 12/31/2024 \$36,000.00

Contact Name: Lesli Jones

Address: Various Locations

City, State, Zip Code: Chicago, IL

Phone: 817-458-6718 Email: Lesli.Jones@abm.com

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Youna Mechanical, Inc. d/b/a The YMI Group, Inc.

**2483 Greenleaf Avenue
Elk Grove Village, IL 60007**

OWNER:

(Name, legal status and address)

**Village of Western Springs
740 Hillgrove Ave
Western Springs, IL 60558**

BOND AMOUNT: Five Hundred and 00/100 ---- Dollars (\$500.00)

PROJECT:

(Name, location or address, and Project number, if any)

2024 HVAC Preventative Maintenance Services

SURETY:

(Name, legal status and principal place of business)

**Nationwide Mutual Insurance Company
One West Nationwide Boulevard
Columbus, OH 43215**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

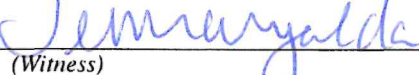
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

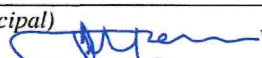
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

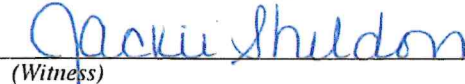
Signed and sealed this **2nd** day of **April**, **2024**
Youna Mechanical, Inc. d/b/a The YMI Group, Inc.


(Witness)

(Principal)  (Seal)

(Title) **President**

Nationwide Mutual Insurance Company
(Surety)  (Seal)


(Witness)

(Title) **Todd Schaap, Attorney-in-Fact**

Init.

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
DANIEL H GIBSON; DAVID J RUDNIK; THOMAS O CHAMBERS; TODD SCHAAP;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC8270117
Qualified in New York County
Commission Expires October 19, 2024

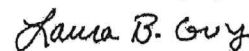


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 2nd day of April, 2024.



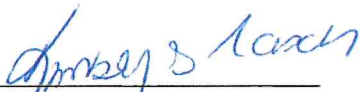
Assistant Secretary

BDJ 1(08-21)00

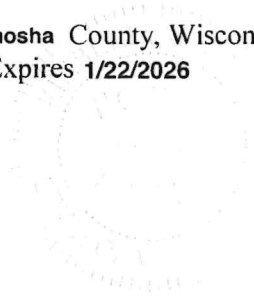
STATE OF WISCONSIN)

COUNTY OF **Kenosha**)

ON THIS 2nd day of April, 2024,
before me, a notary public, within and for said County and State, personally appeared ____
Todd Schaap to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Nationwide Mutual Insurance Company, a corporation
of Ohio, created, organized and existing under and
by virtue of the laws of the State of Ohio; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Todd Schaap did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Kimberly S. Rasch
Notary Public, **Kenosha** County, Wisconsin
My Commission Expires **1/22/2026**





AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: January 13, 2025

AGENDA ITEM D.1.c.

To: Properties and Recreation Committee

From: Diana Puga, Municipal Services Coordinator

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager

RE: Tree Trimming Services - Winkler Tree & Lawn Care

Recommendation

Review and recommend for approval to the Village Board the renewal letter from Winkler Tree & Lawn Care for tree trimming services.

Summary

Attached for the Committee's review and approval is a renewal letter from Winkler Tree & Lawn Care for the Village's tree trimming services in amount not to exceed \$105,000.00. This will be the second renewal for the contract, which was awarded by the Village Board on February 23, 2023.

Financial Impact

The contract to Winkler Tree and Lawn Care in an amount not to exceed of \$105,000.00.

Recommended Motion

I move to recommend to the Village Board of Trustees the approval of the second renewal for the Tree Trimming Services Contract for a one-year period with Winkler Tree & Lawn Care for an amount not to exceed of \$105,000.00.

Strategic Plan Alignment

N/A

File Attachments

1. Executed Document Western Springs Winkler 2025 Renewal
2. 2023 Tree Trimming Contract - Winkler



VILLAGE OF WESTERN SPRINGS
740 Hillgrove Avenue • Western Springs, IL 60558 • 708.248.1800
wsprings.com

VILLAGE PRESIDENT
Heidi Rudolph

November 12, 2024

VILLAGE TRUSTEES

James Tyrrell
Nicole Chen
Alan Fink
Scott Lewis
Amy Avakian
Philip Nawrocki

Winkler Tree & Lawn Care
Mr. Kevin Halbert
P.O. Box 1154
LaGrange Park, IL 60526

VILLAGE CLERK

Edward Tymick

Ref: 2025 Contract Renewal-Tree Trimming

VILLAGE MANAGER

Ellen Baer

Dear Mr. Halbert,

DEPUTY MANAGER

Casey Biernacki

This letter is to confirm that the Village of Western Springs will renew the
2025 Tree Trimming Contract.

DIRECTORS

Patrick Schramm
Matthew Supert
Aleks Briedis
Jeff Koza
John Mastandona
Sean Gilhooley
Heather Valone
Brian Scott

By signing and returning this document, you are accepting the 2025 Contract with the same specifications and rates.

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email jpesek@wsprings.com.

Respectfully submitted,

Director of Municipal Services

Name (printed) KEVIN HALBERT

Signature

Title OWNER & PRESIDENT

Date 11/13/24



THE VILLAGE OF WESTERN SPRINGS



CONTRACT REQUIREMENTS FOR

2023 PARKWAY TREE TRIMMING

THURSDAY, JANUARY 12, 2023

10:00 A.M. (PREVAILING TIME)

Table of Contents

Table of Contents.....	1
I. Legal Notice.....	2
II. Instructions to Bidders	3
III. Proposal	5
IV. Bid Schedule	7
V. Specific Provisions	8
VI. Detail Pruning Specifications	15
VII. General Specifications.....	17
Acceptability of Work	17
Assignment.....	17
Bidder Investigations	17
Building Regulations.....	17
Change in Scope of Work.....	17
Collusion among Bidders.....	18
Compliance With Freedom Of Information Act Requests	18
Compliance with Laws; Employment Discrimination.....	18
Contractor Personnel.....	19
Debarment.....	19
Default Clause	19
Delay	21
Exceptions	21
Expenses Incurred in Preparing Bid	21
Failure to Deliver	21
Guaranty	21
Hours and Days of Work	21
Indemnity/Hold Harmless Provision.....	21
Insurance Requirements	22
Law and Venue.....	24
Non-appropriation.....	25
Oral Statements.....	25
Permits, Licenses	25
Prevailing Wage	25
Protection and Restoration of Property.....	25
References	26
Renewal of Contract.....	26
Responsibility for Construction-Safety, Shoring, Scaffolding, Construction Methods	26
Right to Audit.....	27
Smoking Policies	27
Storage.....	27
Taxes.....	27
Termination	27
Unnecessarily Elaborate and Unresponsive Submittals	27
Waivers of Lien.....	28
Contractor's Drug-Free Workplace Certification	29
Contractor's Certification Regarding Non-Payment of Compensation	31

Schedule of Bid Prices	32
EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)	33
Agreement	34

I. Legal Notice

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **2023 Parkway Tree Trimming.**

Bids will be received until **10:00 A.M.** Prevailing Local Time on the **Thursday, January 12, 2023** by mail or delivered by hand to the Office of the Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened and read aloud. Bids shall be submitted in an opaque, sealed envelope plainly marked with the title of the contract.

Those desiring to bid may obtain copies of the contract, specifications, and other bidding documents at www.wsprings.com/bids.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars (\$500), which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of their bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Bidders will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates. Each bidder shall satisfy the Village as to their ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS

By Ed Tymick, Village Clerk

Published in the Chicago Sun-Times Newspaper on December 22nd, 2022

cc: Ellen Baer, Village Manager
Elaine Haeske, Deputy Village Clerk

II. Instructions to Bidders

VILLAGE OF WESTERN SPRINGS

DATE: 12/22/2022

Proposals to be entitled to consideration must be made in accordance with the following instructions:

Proposals shall be submitted in an opaque, sealed envelope plainly marked with the words:

2023 PARKWAY TREE TRIMMING
VILLAGE OF WESTERN SPRINGS

And shall be delivered by hand or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on the **TWELFTH** day of **January, 2023**, after which time and at such place all bids will be publicly opened and read aloud.

Proposals received after the time for opening will not be considered.

Proposals must be signed by an authorized official of the contractor's organization, and the name of the official and their title typed below the signature. If the bidder is a corporation, the corporate seal must be affixed.

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS (\$500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within FORTY-FIVE (45) days after the opening of bids withdraws their bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding FORTY FIVE (45) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

The successful bidder will be required to furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contact sum. Execution of the Contract by the Village is contingent upon receipt of acceptable Performance and Payment Bonds and Insurance Certificates.

The Village reserves the right to require of any bidder, such information necessary to satisfy the Village of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

The successful bidder will be required to execute a contract in the form prescribed by the Village and must certify that the bidder is eligible to enter into public contracts under the Illinois Criminal Code, has a written sexual harassment policy and complies with Illinois Department of Revenue policies regarding taxes by executing the Certification attached hereto as "**Exhibit A**" and made a part hereof.

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the Illinois Prevailing Wage Act and payment of the applicable prevailing wage.

This contract will be awarded without discrimination in compliance with all applicable local state and federal laws.

Responsibility of the bidders will be determined by factors in addition to financial responsibility, such as past records of its or other entities' transactions with the Village of Western Springs, experience, ability to work cooperatively with the Village and its Administration, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations, such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

III. Proposal

TO: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: 2023 Parkway Tree Trimming

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as **Specific Provisions**, and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work by **April 15, 2023**, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Winkler Services, LLC
1038 Greenwood Ave,
Wilmette, IL 60091

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

Mailing Address for Notices

Same As Above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Village of Western Springs
740 Hillgrove Ave
Western Springs, IL 60558

BOND AMOUNT: \$ 500 Five Hundred Dollars and 00/100

PROJECT:

(Name, location or address, and Project number, if any)

2023 Parkway Tree Trimming

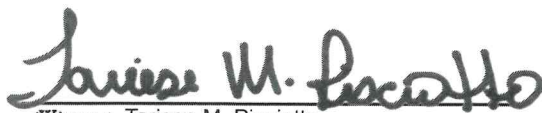
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of January, 2023

(Witness)


(Witness) Tariese M. Pisciotto

Winkler Services, LLC

(Principal)

(Seal)

By:

(Title)

The Hanover Insurance Company

(Surety)

(Seal)

By:

(Title) James I. Moore

Attorney-in-Fact



State of IL

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Tariese M. Pisciotto **Notary Public of** DuPage **County, in the State of** IL ,

do hereby certify that James I. Moore **Attorney-in-Fact, of the** The Hanover Insurance

Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that signed, sealed and delivered said instrument, for and on behalf of the

The Hanover Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of _____ in

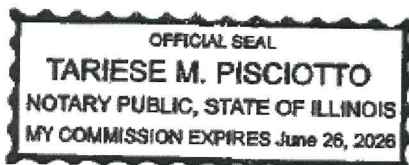
said County, this 12th day of January , 2023 .



Notary Public

Tariese M. Pisciotto

My Commission expires: June 26, 2026



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint, **James I. Moore**

Of Downers Grove, IL each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (20,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

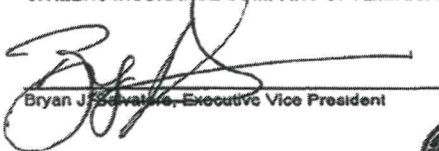
Surety Bond Number: Bid Bond
Principal: Winkler Services, LLC
Obligee: Village of Western Springs

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 29th day of September, 2022.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Bryan J. Savarese, Executive Vice President



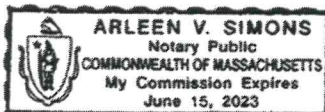
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 29th day of September, 2022 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 12th day of January, 2023.

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

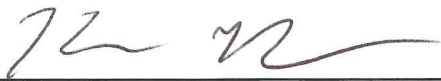
John A. Rowedder, Vice President

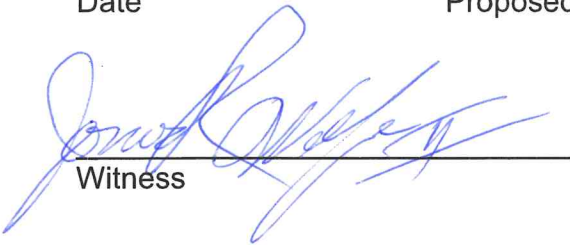
the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work, and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service, and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

1/11/23
Date


Proposed Contractor (Bidder)


Witness

IV. Bid Schedule

To provide for the trimming of specified trees in Western Springs, Illinois
DBH = Diameter Breast Height (four feet six inches (4' 6") above highest ground level)

Tree DBH	Approximate % of Trees of that size	Costs per tree
8"-15"	44	\$75.00
16"-25"	37	\$94.00
26"-35"	15	\$94.00
36"- plus	4	\$188.00
Asset(s)	On Call Emergency Work	Flat Rate/hour
2 Persons, Chipper truck/Chipper	Price/hour inclusive	\$300.00
1 Person Aerial Lift Truck	Price/hour inclusive	\$150.00
Laborer	Price/hour	\$150.00
1 Person Aux Truck	Price/hour inclusive	\$150.00

ADDITIONAL INFORMATION

The following information must be provided with the bid:

- I) Starting Date: 11/3/2023
- II) Equipment list to be used on the project. Revised each year upon agreement for extension of contract.
- III) References from other Municipal Trimming Contracts:

Municipality	Contact Name/Phone Number
1) <u>City of Crystal Lake</u>	<u>Larry Zurek / 815-356-3744</u>
2) <u>Village of Addison</u>	<u>Tim Tokarz / 630-620-2020</u>
3) <u>Village of Brookfield</u>	<u>Carl Moell / 630-965-1612</u>
4) <u>Village of North Riverside</u>	<u>Vince Ranieri / 708-762-5885</u>

Winkler Services LLC

All equipment listed is owned by Winkler Services LLC

Equipment type	Year	Make	Model
Boom truck	2007	Ford	LT7500
Bucket truck	2008	Ford	F-750 XLT Super Duty
Bucket truck	2005	GMC	C7500
Bucket truck	2005	GMC	C7500
Bucket truck	2005	GMC	C7500
Bucket truck	2006	International	4300
Bucket truck	2007	International	4300
Bucket truck	2007	International	4300
Bucket truck	2008	International	4300
Chipper truck	2007	Chevrolet	6500
Chipper truck	2006	Ford	F-650 XL Super Duty
Chipper truck	2006	Ford	F-650
Chipper truck	2006	Freightliner	M2
Chipper truck	2007	Freightliner	M2
Chipper truck	2007	International	4300
Chipper truck	2007	International	4700
Chipper truck	2008	International	4300
Diesel brush chipper	2012	Vermeer	BC1800XL
Diesel brush chipper	2012	Vermeer	BC1800XL
Diesel brush chipper	2013	Vermeer	BC1200XL
Diesel brush chipper	2014	Vermeer	BC1500
Diesel brush chipper	2015	Vermeer	BC1800XL
Diesel brush chipper	2015	Vermeer	BC1200XL
Diesel brush chipper	2015	Vermeer	BC1200XL
Diesel brush chipper	2015	Vermeer	BC1800XL
Diesel brush chipper	2015	Vermeer	BC1800XL
Diesel brush chipper	2015	Vermeer	BC1200XL
Diesel brush chipper	2016	Vermeer	BC1500
Dump truck	2010	Chevrolet	Silverado
Dump truck	2015	Chevrolet	Silverado
Dump truck	2001	Isuzu	NQR
Log loader truck	2005	Ford	L7500
Log loader truck	2004	International	7400
Log loader truck	2006	International	7400
Skid steer	2008	Boxer	532 DX
Skid steer	2016	Boxer	525DX
Skid steer	2016	Boxer	525DX
Skid steer	2004	John Deere	250
Skid steer	2016	Vermeer	S725TX
Sprayer truck	2001	GMC	W5500
Sprayer truck	2000	Isuzu	NQR
Sprayer truck	2001	Isuzu	NQR
Stump grinder	2015	Carlton	SP7015TRX
Stump grinder	2001	Vermeer	SC372
Stump grinder	2006	Vermeer	SC1102A
Stump grinder	2006	Vermeer	SC1102A
Stump grinder	2007	Vermeer	SC252
Stump grinder	2008	Vermeer	SC60TX
Stump grinder	2009	Vermeer	SC60TX
Stump grinder	2017	Vermeer	SC40TX
Stump grinder	2017	Vermeer	SC40TX
Stump grinder	2018	Vermeer	SC40TX
Truck tractor	2006	Mack	CXN613

Contact Information

All questions concerning this Bid shall be directed to **Nick Partipilo** at (708) 246-1800 ext. 204 or npartipilo@wsprings.com; **Chris Breakey** at (708) 246-1800 ext. 207 or cbreakeypw@wsprings.com. Proposals must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, (2023 Parkway Tree Trimming) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

V. Specific Provisions

Scope: The Village is seeking Bids from qualified arboriculture contractors for area-wide block trimming and individual add on (on demand) parkway tree trimming throughout the Village of Western Springs beginning in the fall of 2023 and for successive years thereafter for a period of four (4) years. Each year either party may choose to renew the contract by informing the other party by written notice Thirty (30) days prior to the end of the contract year (December 31st). The specifications contained herein shall detail how the pruning work shall be accomplished for both types of trimming. Work will be assigned by the Village Public Works Superintendent or their Designee as necessary. Particular emphasis will be placed on high standards of quality and professionalism, including safety, timeliness, cleanliness and thoroughness. All arboriculture contract work shall be done in accordance with the latest edition of the ANSI Z133 and A300 standards for Arboriculture Operations.

Responsibility of the Contractor

The selected Contractor shall furnish all labor, supervision, tools, equipment, materials and supplies and any other means necessary for performing and completing the work described in the contract including debris hauling and disposal. The Contractor shall obtain any and all required permits which include but not limited to permits from IDOT or the County of Cook if and when it is necessary. The Contractor shall be responsible for becoming a licensed Contractor in the Village of Western Springs.

Extent of Services, Alterations, Omissions and Extra Work

The Village reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary. The Village reserves the right to request any or all chippings to be delivered to the Public Works yard located at 1440 Hillgrove Avenue in the Village. In addition to the work assigned by the Public Works Superintendent or their designee, the Village requires the contractor to be available to perform emergency services as deemed necessary by the **Public Works Superintendent or their Designee**. The expected response time shall be two (2) hours.

Subletting of Agreement

This agreement entered by the Village of Western Springs for purposes mentioned herein shall not be assigned or sublet in whole or in part without written consent of the Village of Western Springs. In no case shall such consent, if given, relieve the Contractor from any obligations contained in the agreement or change the terms herein.

Working Dates, Hours, and Suspension

- A) Work Commencement:** shall begin within Ten (10) business days of the Notice to Proceed given from the Director of Municipal Services or their designee.
- B) Working Dates:** All Cyclical Tree Trimming Work should commence after the first hard frost or November 15th whichever is earlier. All current contract work must be completed and invoiced by April 1st of the current contract year. Any cyclical work will not be performed between April 1st and November 15th. This does not include emergency work or specific work designated by the **Public Works Superintendent or their Designee**.
- C)** All work shall be done only on weekdays, (Monday through Friday) from 7:30 a.m. to 5 p.m. and excludes holidays. **In an emergency situation**, the Superintendent or designee may suspend these rules in order to correct the emergency situation and the suspension is deemed only valid for the emergency situation after which all rules will be again enforced.
- D) Work Suspension:** The Village reserves the right to suspend the work, wholly or in part, for such a period of time as may be necessary due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the work.
 - 1) The Village may suspend work for such time as is necessary by reason of failure on the part of the contractor to carry out orders given, or poor workmanship as determined by the Village as final judge of quality;
 - 2) The Village may suspend work for failure of contractor to perform any or all conditions and or specifications set forth in the contract or for performing tree trimming in an unsafe manner which causes the general public, private property and/or public property to be at risk.
 - 3) No additional compensation will be awarded the contractor as a result of the suspension of work.

General Working Conditions and Standards

- A) Equipment and Use:** The Contractor shall provide all equipment, machinery, and tools necessary to performing and completing the work as specified in this contract. Contractor will rent or lease equipment if they do not own equipment to meet said standards above. If owned equipment fails or is not performing to the standards set by the Village, Village may require a replacement of said equipment.
 - 1) **Motorized Equipment:** Contractor shall not operate motorized equipment on private property or driveways without prior written authorization by the resident and prior written notice to the Superintendent of Public Works.
 - a.) **Authorized Use:** If Contractor has authorization for anywhere, they may need access onto property such as but not limited to the parkway driveway of private property, Contractor shall use support protection/ ground protection mats or an approved substitute.
 - b.) **Parking:** No off-street parking for equipment shall be provided by the Village on any of the Village public properties except as expressly authorized by the Superintendent of Public Works. There will be no

on street parking except during work hours as work is progressing. All equipment must be removed each day upon completion of the day's work.

c.) Idling Equipment: Equipment not in use should be shut down. No excess idling of vehicles or equipment is allowed.

B) Property Protection: The Contractor shall take necessary precautions to eliminate damage to adjacent tree, shrubs, streets, curbs, walks, turf and personal or public property. Limbs and branches larger than six (6) inches in diameter shall be lowered to the ground through the use of ropes or other mechanical devices to minimize damage to the turf and other infrastructure. Holes made in lawns, regardless of size, shall be filled with black dirt and seeded with IDOT 2A Roadside Mix seed mix by the Contractor. Any and all damage to any property located in the Village as a result of work performed by Contractor in the Village will be the sole responsibility of the Contractor. Contractor will repair to the satisfaction of the Village any damage to property.

C) Inspections: The Village will have the final determination if all work has been completed to specifications and in a high-quality manner. The Village Public Works Superintendent or their designee shall assess the work. The Contractor will provide daily a spreadsheet of all work completed for the prior workday. Contractor's PM shall meet with the Village Public Works Superintendent or their designee at the end of each week or more frequently if needed to review the prior week's work, any issues and the next weeks work. No invoice will be approved for any work which has not been inspected and signed off by the Village Public Works Superintendent or their designee. The Village has the right to stop work if the Contractor fails to carry out work in a manner acceptable to the Village. If the Village determines the work is unacceptable, the Village may require the Contractor to do one of the following:

- 1) Repair or correct the defective work without any additional expense to the Village, including any costs associated with repairing any damage to property public or private as a result of the defective work or making corrections or
- 2) If the Village deems it unacceptable to have the Contractor correct the defective work, take a deduction from the agreed upon price based upon the costs to the Village to have the defective work corrected. Such a deduction shall in no way affect other remedies nor relieve the Contractor from responsibility for defects and related damage if any for the defective work.

D) Location of Tree Trimming: All trees will be located in the Public Right-Of Way within the Village of Western Springs or on property furnished by the Village. Note that not all trees in the designated area will be trimmed. The Village reserves the right to adjust the actual quantities of work with payment based on the unit bid prices and actual work accomplished. Maps will indicate the general locations of the work. All work is to be completed in accordance with the tree trim specifications contained herein and as designated by ANSI Z133 and A300 standards.

E) Resident Vehicle Parking: It shall be Contractor's responsibility to ensure the proposed work area is clear of vehicles each day. Special attention and advanced planning should be given to areas around schools and businesses to minimize the impact to those institutions. The Village will not assist the Contractor with contacting residents but will be available to assist coordination in the Business District and School areas. Notice shall be done prior to working in these areas at least 24 hours in advance.

F) Chippings and debris removal:

- 1) The Contractor shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the street and sidewalks as much as possible.
- 2) All Debris associated with the trimming operation must be removed from the Village at the end of each day and no branches or chippings etc. may be left over night.
- 3) Payment for the removal and disposal of the waste/debris is incidental to the project and will not be paid for separately.
- 4) The Village reserves the right to request any or all chippings to be brought to the Public Works yard.
- 5) The Contractor agrees to abide by any and all applicable state and Federal laws pertaining to hauling, handling and disposition of the waste/debris.
- 6) At the end of each trimming operation, the entire area shall be thoroughly cleared of saw dust, small twigs, chips, grindings, leaves, trunks, limbs etc. from the street, parkway, sidewalk, private lawns and driveways. Each crew must have the appropriate hand tools to complete the cleaning task. The Trimming Site should be returned to the same state existing prior to the commencement of the trimming operation.

G) Street and Sidewalk Closures: As part of the weekly meeting and work schedule, Contractor will determine with the Public Works Superintendent or their designee the streets which may need to have limited access in advance so to allow the Village to alert the Police and Fire Departments. At all times access for emergency vehicles and refuse trucks must be maintained. The contractor shall, at all times conduct the work in such a manner as to cause the least inconvenience and greatest protection to the general public and public property. All streets must be opened at the end of each workday. The Contractor shall, whenever possible, block only portions of the sidewalk and streets deemed necessary to protect property and persons. Contractor shall use: proper road and lane closures and or detours; sidewalk closures and or detours; and all traffic control and devices shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways and any specific provisions or details contained herein or State (IDOT) and County provisions when working on those designated routes. This includes any and all permits required to work on said streets and highways. All permit costs (if any) shall be incidental and the responsibility of the contractor. Contractor's work shall include furnishing, installing, maintaining, replacing, relocating, and removing all traffic control

devices used for the purpose of regulating, warning or directing traffic during the tree trimming operations. All associated costs shall be incidental to and included in the cost of the trimming operations.

H) Notification to Utility Companies

- 1) All tree trimming will occur on Village Parkways or Village owned property throughout the Village. It is the Contractor's responsibility to ensure that the overhead and or underground gas, electric, streetlight, water, telephone, cable, fiber optics and any other underground or above ground utilities are cleared by the respective agency and any fees required are paid for by the Contractor so that trimming of these trees will not be delayed.
- 2) Tree Trimming operations may be conducted in areas where overhead electric, telephone and cable facilities exist. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches which may conflict with or create a hazard in conducting the operations of this contract.
- 3) If the Contractor presents proof of proper contact of the Utility in a sufficient time for arrangement of the requested work and delays are encountered by the Contractor waiting for the utility work to be completed, it shall not be the responsibility of the Contractor for the delay in the work completion.

I) Change Orders:

- 1) Changes may be agreed to after execution and commencement of the Agreement without invalidating the Agreement but only if the Change Order is in writing and is signed by both the Contractor's authorized representative and the Village Manager or their designee and any changes greater than \$10,000.00 will require Board approval.
- 2) The Contractor shall only proceed on the work subject to the Change Order when they have received a fully executed written Change Order.
- 3) **Emergency Changes:** Contractor may perform work not included in the original agreement but necessary to remedy a condition or conditions which pose an immediate threat to persons or property. Only the work necessary to eliminate the imminent threat will be allowed to be performed. The Village shall be notified immediately of the condition. After the threat has been eliminated, the Village will negotiate a change order for any remaining work if necessary.
- 4) **Changes due to Unknown Conditions:** The Contractor is not responsible for Changes in Work resulting from conditions that were not reasonably observable or if conditions have significantly changed. In any such case, either party shall immediately notify the other so a Change Order can be negotiated if necessary.
- 5) **Minor Changes (Field Orders):** The Village may verbally authorize minor changes in the Scope of Work in order to prevent a delay in the work progression. These changes may not involve a change in the agreed pricing or be inconsistent with the conditions and standards set forth in the contract.

J) Payment: The Contractor shall invoice the Village monthly for work completed. The Village will pay for all undisputed invoices within thirty (30) days of receipt and acceptance by the Village Staff.

K) Correction of Work Prior to Final Payment: The Village is the final judge of acceptable work. As such, the Village reserves the right to halt work which is deemed unacceptable or is being carried out in an unacceptable manner. In so doing, final payment will be withheld if and until corrections are:

- 1) made as per General Working Conditions and Standards sub section C of this contract and or;
- 2) all punch list items are corrected, re-inspected and accepted.

Contractor Management, Personnel and Conduct

A) Contractor Management:

- 1) The Contractor shall have at all times, on site, a competent Superintendent/Foreman who shall have the full authority to act on behalf of the Contractor, and to receive and execute orders from the Director of Municipal Services, Superintendent of the Public Works or their designee. Any instructions given to this Superintendent/Foreman executing work for the Contractor shall be binding on the Contractor as though given to the Contractor personally. The Superintendent/Foreman must also be a Certified Arborist as recognized by the International Society of Arboriculture. This person may not be a tree worker.
- 2) The Superintendent/Foreman shall personally oversee operations governed by this agreement.
- 3) The Contractor, prior to commencement of work and as part of the submittals shall provide in writing the name of the Superintendent stating they have the authority to act on behalf of the Contractor.
- 4) The Superintendent/Foreman must be versed in and have thoroughly read and understood the contract and is willing to execute the specifications contained herein.

B) Personnel

- 1) **Arborist:** there shall be at least one "Certified Arborist" as recognized by the International Society of Arboriculture on the job site at all times. If the Superintendent/Foreman is not on site, then the staff member in charge must be a "Certified Arborist" and must have the authority to act on behalf of the contractor and direct work onsite. They must be able to speak articulately to residents and Village Staff about the work occurring on site.
- 2) **Certified Tree Worker:** The contractor must have at least one "Certified Tree Worker" as recognized by the International Society of Arboriculture, onsite. This person may also be the Superintendent/Foreman. The Contractor must have staff skilled to climb trees, possess the physical

endurance and demonstrate strong knowledge of safe work practices to be able to complete the job off the ground where mechanical equipment cannot be used or will cause damage to property and or the tree.

3) Labor Force: The Contractor shall employ competent laborers.

a) They must possess knowledge of tree care and understanding of trimming especially in the care of small trees, and proper trimming techniques as an example.

b) Only those laborers expert in their respective branches of work shall be employed where special skill is required such as tree climbing or small tree care as examples.

C) Conduct and Supervision

- 1) Contractor's staff must be supervised at all times by the Competent Person.
- 2) Contractor's staff should exhibit appropriate behavior at all times as they are working in public areas. They must conduct themselves at all times politely and respectfully to the residents and Village Staff.
- 3) Any incompetent work will not be tolerated, and Contractor will be asked to replace any staff deemed such by the Director of Municipal Services, the Superintendent of Public Works, or their designee.
- 4) Any inappropriate behavior, disorderly or abusive conduct observed by residents or Village staff requires the immediate removal of the individual(s) from the jobsite and the work crew for the duration of the contract.
- 5) The Contractor's Superintendent/Foreman shall meet with Village Staff at least once a week during which time they shall discuss the current work, the following weeks work, issues and punch list items and any other subjects Village Staff deems necessary for continuation of the work.
- 6) At the beginning of each day, Contractor's Superintendent/Foreman will inform the Village Public Works Superintendent or their designee of the location of the crew(s) and the proposed work for each day. At the end of each day the Contractor's Superintendent/Foreman will inform the Village Public Works Superintendent or their designee of the location of the completion of work.
- 7) The Contractor's Superintendent/Foreman shall inform the Village Public Works Superintendent or their designee, immediately of any scheduled day(s) crew(s) will not be in the Village working.
- 8) The Village Public Works Superintendent or their designee, will inspect work daily and be available should any problems arrive. The Contractor's Superintendent/Foreman should be prepared to discuss any issue(s) or past work completed or work considered incomplete by the Village Public Works Superintendent or their designee.

VI. Detail Pruning Specifications

A) Method of Measuring: Trees to be trimmed/pruned shall be measured per inch of diameter. The diameter shall be measured at a point four feet (4') six inches (6") at the highest ground level at the tree and will be determined by dividing the measured circumference at that point by 3.1416.

B) All Trees:

- 1) All cuts shall be made sufficiently close to the parent stem so that closure can readily occur under normal conditions. Cuts shall be made with a saw or pruner and only at the nodes or crotches. No stubs shall be left. All cuts shall be done in accordance with the latest edition, ANSI A300 standards.
- 2) Trees to be pruned in accordance with the revised Pruning Standard for Shade Tree, latest edition, ANSI A300 pruning standards.
- 3) Prune all trees so the natural form and shape of the tree is achieved so far as is possible. Appropriate crown reduction methods are preferred where parkway width is sufficient to gain specified clearances particularly when pruning species in the 6" to 16" class. However, do not remove more than twenty-five percent 25% of the live canopy.
- 4) Lower branches must be raised to a height of eight (8') feet of pedestrian access on the sidewalk.
- 5) Raise branches below fifteen (15') feet over drives and roadways. (This does not require 15 feet of clear trunk)
- 6) Upon completion of pruning, there shall be a minimum of fifteen feet (15') of clearance from a house or building including roofs. Situations where the minimum cannot be met without undue harm to a tree need to be approved by the Director of Municipal Services, the Superintendent of Public Works or their designee.
- 7) Definitions for 8 and 9 below.
 - a) Sucker Growth: Bushy and undesirable growth of small shoots on the trunk of a tree or in close proximity to the trunk.
 - b) Interfering Branches: Branches which are growing in contact with or within fifteen feet (15') of signage, manmade structures or overhanging structures.
 - c) Objectionable Branches: Those which are growing in such a manner that they cause unnecessary crowding or undesirable if the natural form and shape of the tree is to be achieved or are growing in a direction heading into the crown of the tree.
- 8) Remove all dead, dying, diseased, interfering, objectionable and weak branches and stubs greater than one inch (1") in diameter from all trees.
- 9) Remove all sucker growth on the main trunk(s) to first main crotch.
- 10) Remove one of two or more crossed and/or rubbing branches greater than one inch (1") in diameter where practical.
- 11) Rope down all branches four inches (4") or more or branches where damage could occur by gauging of a sodded area and or damage to public walks or roadways,

private property including but not limited to bushes, flowers or structures could occur.

- 12) Pre-cut all limbs being removed whenever there is a possibility of stripping the bark.
- 13) No person working in trees shall use shoes with spikes or any other footwear which in the opinion of the Village Staff cause injury to the trees while work is being performed.
- 14) Clear all streetlight and traffic control devices including non-illuminated signage to allow adequate lighting and sign visibility for the length of the pruning cycle.
- 15) Clear small parkway trees to allow natural growth habit without severely altering the form of the larger tree.
- 16) No topping, dehorning or Lyon tailing shall be permitted.

C) Trees eight inches (8") to sixteen inches (16") in diameter: Trees within this size class must be pruned in a top-down method. **Achieving a strong central leader along with a strong scaffold structure is the primary focus.**

- 1) Prune for central leader by removing or subordinating co-dominate stems with reduction cuts.
- 2) Prune for scaffold limb selection. Thinning or subordinating cuts may need to be made to these branches to slow their growth rate.
- 3) Potential scaffold branches should be vertically spaced eighteen inches (18") apart. Scaffold branches to remain on mature tree should be spaced at three feet (3') if growing above one another.
- 4) Scaffold branches should be no more than one half ($\frac{1}{2}$) the diameter of the trunk immediately above the branch.
- 5) Retain lateral branches along limbs, but each should be less than one half ($\frac{1}{2}$) the diameter of the limb at attachment.
- 6) At least one half ($\frac{1}{2}$) of the foliage should be on branches (temporary and permanent) arising in the lower two thirds ($\frac{2}{3}$) of the tree. Similarly, branches should have like distribution of foliage along their length.

Emergency "On Call" Work

The Contractor is required to provide On Call Emergency Work and equipment as necessary. Failure to respond or provide the requested equipment and services may be considered a breach of contract. Contractor should provide the following:

- A) Contact:** The Contractor is required to provide a twenty-four (24) hour contact number for the Village to request emergency work.
- B) Response Time:** In case of emergency, the Contractor is required to provide the requested equipment and staff to the Village within two (2) hours of a call out.
- C) Contractor Release:** The Contractor shall not pull work crews from the Village without the approval of the Director of Municipal Services, Public Works superintendent, or their designee.

VII. General Specifications

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Building Regulations

All work shall conform to the building codes in force in the Village.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Village of Western Springs and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village of Western Springs in writing of this belief. If the Village of Western Springs believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty

(30) days or more, a written determination must be prepared and signed by the Village or its designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance With Freedom Of Information Act Requests.

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the CONTRACTOR shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the CONTRACTOR agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such

laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The CONTRACTOR also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The CONTRACTOR agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the CONTRACTOR further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the CONTRACTOR in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The CONTRACTOR agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the CONTRACTOR agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the CONTRACTOR hereunder. Any complaint of such discrimination received by the CONTRACTOR shall be immediately forwarded to the PUBLIC AGENCY.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village of Western Springs shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village of Western Springs in a timely manner and at no additional cost to the Village of Western Springs. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workmen; to supply proper material; to make

proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village of Western Springs may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village of Western Springs the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village of Western Springs.

Schedule of Deductions for Each Day of Default		
Original Contract Amount		
From More Than	To and Including	Per Calendar Day
\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And Over	\$1,650

If such default is not corrected within seven (7) days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove their equipment and materials from the job site with no damage to the improvements in place. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village of Western Springs accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village of Western Springs, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Village of Western Springs may have.

Guaranty

A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Hours and Days of Work

No work will be performed at night or on Saturdays, Sundays or legal holidays without written approval of the Village. No work shall start before 7:30 A.M. nor continue beyond 7:00 P.M. daily. Notwithstanding the foregoing provisions, the Work shall be performed expeditiously by all appropriate means including working overtime without additional compensation under the terms of the contract.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees,

agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

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

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

D. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis.

E. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

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

A. General Liability and Automobile Liability Coverage

1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as additional insured as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.

2. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.

4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage

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

C. All Coverage

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

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

Non-appropriation

All funds for payment by the Village of Western Springs under this contract are subject to the availability of an annual appropriation for this purpose by the Village of Western Springs. In the event of non-appropriation of funds by the Village of Western Springs for the services provided under the contract, the Village of Western Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village of Western Springs shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Prevailing Wage

Not less than the prevailing rate of wages as found by the Village of Western Springs or the Department of Labor or determined by the court on review shall be paid to all laborers, workers and mechanics performing work under this contract.

If the Department of Labor revises the prevailing rate of hourly wages to be paid by the Village, the revised rate shall apply to this contract and any related sub-contractor contracts. The prevailing rate of wages is subject to revision from time to time by the Department of Labor and are available on the Department's official website

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in their manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not

be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village of Western Springs may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of three (3) shall be required.

Renewal of Contract

Upon written agreement of both parties at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **FOUR (4)** successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

Responsibility for Construction-Safety, Shoring, Scaffolding, Construction Methods

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby;
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village of Western Springs, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village of Western Springs, its designees, or other authorized bodies.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village of Western Springs. Failure to abide by these regulations is a violation of this contract; and in addition, may subject the violator to civil penalties as prescribed in State law.

Storage

Equipment and material shall not be stored on any vacant private property or public property within the Village without written consent of the owner or agent of the land. A copy of the written consent shall be filed with the Village for permanent record.

Taxes

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate.

Termination

If the contract is terminated by a default of the Contractor and if the unpaid balance of the Contract Sum exceeds all the costs incurred by the Village in completing the work, which cost shall include but not be limited to expenses incurred by the Village in rebidding the job, Village engineering fees and expenses, consultant fees and expenses, attorney's fees and costs; such excess shall be paid to the Contractor when the work is completed. If the costs of completing the job exceed the unpaid balance due the Contractor, the Contractor shall pay the difference to the Village of Western Springs, or the difference may be deducted from the amount owed the Contractor by the Village of Western Springs. The amount due either the Contractor or the Village, as the case may be, shall be certified by the Village Engineer or the Director of Municipal Services, and this certification shall be binding on all parties and the obligation for payment shall survive the Notice of Termination of this contract.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that 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 grantee's of Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, 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) The grantee's or 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 contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 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.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

WINKLER SERVICES LLC

Contractor

Date: 1/11/23

Attest 

**Contractor's Certification Regarding
Non-Payment of Compensation**

Winkler Services LLC

_____ hereby certifies that
neither it nor any of its affiliated companies, nor any of its agents, employees or
representatives offered or paid any type of compensation or commission to any third party,
including any official of the Village of Western Springs, Illinois, to influence the Village of
Western Springs.

Winkler Services LLC

Contractor

DATED: 1/11/23

ATTEST:

7L M

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING
THE WORK TO BE PERFORMED UNDER THIS CONTRACT

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

Insert Bid Table or Schedule

Rates for services listed for 2023 contract period will remain in effect for contract renewals if both parties agree upon a contract renewal.

EXCEPTIONS TO THIS BID (THIS PAGE
MUST ACCOMPANY BID)

Agreement

Agreement made this the 27th day of February in the year 2023 by and between the **Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois**, hereinafter called "Village" and hereinafter called "Contractor".

The Village and Contractor agree as set forth below:

1. The Contractor, for the consideration hereinafter set forth, hereby agrees to and with the Village, that it will furnish and provide all labor, materials, equipment and services and do all else required to provide **Parkway Tree Trimming as set forth in the contract requirements for parkway tree trimming, a copy of which is attached here to as exhibit 1.**
2. The Contractor agrees that they will be available to commence work on or before **April 15, 2023** and will officially, diligently and expeditiously conduct the work in a manner so as to assure completion by **December 31, 2023.**
3. The Village shall pay the Contractor for the performance of the Project work based on the Schedule of Bid Prices dated January 12th, 2023, a copy of which is attached hereto and incorporated into this Agreement as Exhibit A, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly in accordance with the provisions of the Local Government Prompt Payment Act.
4. The Contractor represents and warrants that they will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall embrace and include all the contract documents which are as follows:
 - A. Legal Notice (Advertisement for Bid) published on **December 22, 2022.**
 - B. Instructions to Bidders dated **December 22, 2022.**
 - C. Proposal dated **December 22, 2022.**
 - D. Schedule of Bid Prices submitted by WINKLER SPANIER LLC dated **January 12, 2023.**
 - F. Specifications and all additional provisions **January 12, 2023**
 - G. Contractor's Drug Free Workplace Certification dated **January 12, 2023.**

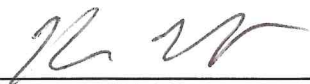
- H. Contractor's Certification Regarding Non-Payment of Compensation dated **January 12, 2023**.
- I. Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
- J. Required Performance and Payment Bonds.
- K. Required Insurance Certificates.

All of the above contract documents are made a part of this Agreement and are incorporated herein by reference or attached hereto.

This agreement executed on the day and year first written above.

Contractor:

Village of Western Springs

By: 
(Name and Title)
KEVIN HAUBERT, OWNER
*Corporate Seal of corporation

By: _____
Alice Gallagher, Village President
*Village Seal

Attest:

By: _____
(Name and Title)

By: _____
Ed Tymick, Village Clerk

EXHIBIT B

CERTIFICATION BY THE CONTRACTOR

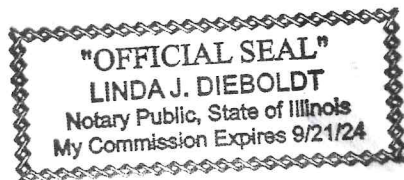
I, KEVIN HAUBERT, having being first duly sworn, depose and state that I am the SOLE OWNER (insert "sole owner", "partner," president," or other proper title) and the authorized agent of Winkler Services LLC, which has submitted a proposal to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the PARKWAY TREE TRIMMING in the Village of Western Springs, and hereby certify on behalf of said company as follows:

1. That said company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.
2. That said company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.
3. That said company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,
 - (a) is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
 - (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.

[Signature]
Signature of Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 11th Day
Of January, 2023

Notary Public



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A CHANGE ORDER
INVOLVING A/AN [(INCREASE/DECREASE) IN THE CONTRACT
PRICE OF \$10,000 OR MORE]/[(EXTENSION/SHORTENING) OF THE
TIME IN WHICH THE CONTRACT IS TO BE COMPLETED BY THIRTY
DAYS OR MORE] (_____ CONTRACT)**

WHEREAS, pursuant to Illinois Compiled Statutes, Chapter 720, Act 5, Section 33E-9, units of local government are required to make specific findings prior to authorizing any change order relative to a contract which would increase or decrease the dollar amount of the contract by \$10,000 or more, would extend or shorten the time in which the contract is to be completed by thirty (30) days or more; and

WHEREAS, staff has presented and recommended the proposed change order to the contract between the Village of Western Springs and

_____, attached hereto as Exhibit "A" and made a part hereof, to the Corporate Authorities of the Village of Western Springs; and

WHEREAS, said change order attached hereto as Exhibit "A" would [(increase/decrease) the contract price by \$_____] [(extend/shorten) the time period in which the contract is to be completed by _____ days];

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, as follows:

Section 1: That after reviewing the explanation of staff as to the necessity of and reasons for the change order attached hereto as Exhibit "A", the President and Board of Trustees find as follows:

- A. That the circumstances which necessitated said change order were not reasonably foreseeable at the time the contract was entered into.

- B. That the basis of the change order is germane to the contract.
- C. That it is in the best interests of the Village of Western Springs to approve the change order in its proposed form.

Section 2: That having made the findings set forth in Section 1 above, the President and Board of Trustees hereby approve the change order attached hereto as Exhibit "A", and direct and authorize the Village President and Village Clerk to execute said change order on behalf of the Village.

ADOPTED this _____ day of _____, 19__,
pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 20__.

Village President

ATTEST:

Village Clerk



VILLAGE PRESIDENT

Alice Gallagher

VILLAGE TRUSTEES

Heidi Rudolph

James Tyrrell

Nicole Chen

Alan Fink

James John

Scott Lewis

VILLAGE CLERK

Edward Tymick

VILLAGE MANAGER

Ellen Baer

DEPUTY MANAGER

Casey Biernacki

DIRECTORS

Patrick Schramm

Matthew Supert

Brian Budds

Aleks Briedis

Michael Kelly

Jeff Koza

John Mastandona

Tony Budzikowski

Addendum 1 – Parkway Tree Trimming

- **How many plan holders are there?**
 - As of 1/5/2023, there are 15 plan holders for this contract.
- **Which Subdivisions are planned to be pruned this year?**
 - The Western Springs subdivisions of Ridgeacres, Ridgewood, and Old Town South are on schedule to be pruned in 2023. The Village website under “Forestry” contains a GIS map describing tree locations and subdivisions.
- **How many additional individual requests do you expect on an annual basis?**
 - No way to quantify this.
- **How many trees are pruned each year?**
 - No way to quantify this as they are pruned on a subdivision-basis and each subdivision varies greatly in quantity of trees.
- **How many trees are in the Village ROW?**
 - Approximately 7,900
- **How many trees are to be pruned in 2023?**
 - Approximately 1,500





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: PHONE (A/C, No, Ext): 708-845-3000 FAX (A/C, No): E-MAIL ADDRESS: certificates@thehortongroup.com
INSURED Winkler Services, LLC dba Winkler Tree & Lawn Care P.O. Box 1154 La Grange Park IL 60526	INSURER(S) AFFORDING COVERAGE INSURER A: Western National Mutual Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
WINKSER-01	NAIC # 15377

COVERAGES**CERTIFICATE NUMBER:** 1314476992**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CPP1257639	2/20/2022	2/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CPP1103948	2/20/2022	2/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			UMB1043605	2/20/2022	2/20/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV1033759	2/20/2022	2/20/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Additional insured with respects to General Liability and Auto Liability on a primary & non-contributory basis only when required by written contract. Waiver of subrogation in favor of the additional insured(s) will apply to General Liability and Worker's Compensation only when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Village of Western Springs
740 Hillgrove Ave
Western Springs IL 60558

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: January 13, 2025

AGENDA ITEM D.1.d.

To: Properties and Recreation Committee

From: Diana Puga, Municipal Services Coordinator

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager

RE: Landscape Services - Beary Landscape Management, LLC.

Recommendation

Review and recommend approval to the Village Board the renewal letter from Beary Landscape Management, LLC for the Village's Landscape Services.

Summary

Attached for the Committee's review and approval is a renewal letter from Beary Landscape Management, LLC for the Village's Landscape Services, in an amount of \$44,020.00 for monthly maintenance work and a total budgeted amount of \$91,779 for seasonal planting, holiday decorative work, and additional requested services. This will be the first renewal for the contract which was awarded by the Village Board on April 22, 2024.

Financial Impact

FY2025 budgeted amount of \$91,779, including \$44,020 for monthly maintenance and remaining balance includes payment for annual plantings, seasonal decorations and additional requested services

Recommended Motion

I move to recommend to the Village Board the approval of the first renewal for the Landscape Services contract for a one-year term with Beary Landscape Management, LLC for an amount not to exceed of \$91,779.00.

Strategic Plan Alignment

N/A

File Attachments

1. Beary Landscape Mgt Renewal Letter 1-8-2025
2. Beary Landscaping



VILLAGE OF WESTERN SPRINGS
740 Hillgrove Avenue • Western Springs, IL 60558 • 708.248.1800
wsprings.com

VILLAGE PRESIDENT Heidi Rudolph
January 8, 2025

VILLAGE TRUSTEES

James Tyrrell

Nicole Chen

Alan Fink

Scott Lewis

Amy Avakian

Philip Nawrocki

VILLAGE CLERK

Edward Tymick

VILLAGE MANAGER

Ellen Baer

DEPUTY MANAGER

Casey Biernacki

DIRECTORS

Patrick Schramm

Matthew Supert

Aleks Briedis

Jeff Koza

John Mastandona

Sean Gilhoolley

Heather Valone

Brian Scott

Respectfully submitted,

Matthew Schramm
Director of Municipal Services

Name (printed) - Dwight Anderson

Signature -

Dwight Anderson

Title - Business Development Manager

Date - January 8, 2025

This letter is to confirm that the Village of Western Springs will renew the
the Landscape Services Contract for 2025.

By signing and returning this document, you are accepting the 2025 Contract with the same
specifications and rates.

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800
extension 200 or email jpesek@wsprings.com.

THE VILLAGE OF
WESTERN SPRINGS



CONTRACT REQUIREMENTS FOR
2024 Landscaping Services
TUESDAY, APRIL 2, 2024
10:00 A.M. (Prevailing Time)

TABLE OF CONTENTS

LEGAL NOTICE	4
PROPOSAL	5
Introduction	7
Project Background	7
Mandatory Pre-Submittal Meeting Information	7
Landscaping Photos.....	7
Contact Information	7
SCHEDULE OF BID PRICES	8
SPECIAL PROVISIONS	11
PUBLIC CONVENIENCE AND SAFETY.....	38
GENERAL SPECIFICATIONS	39
Acceptability of Work.....	39
Assignment.....	39
Bid Investigations	39
Building Regulations.....	39
Change in Scope of Work	39
Collusion Among Contractors	40
Compliance with Freedom of Information Act Requests (FOIA).....	40
Compliance with Laws; Employment Discrimination.....	41
Contractor Personnel	41
Debarment	41
Default Clause	41
Delay.....	42
Exceptions	43
Failure to Deliver	43
Guaranty.....	43
Hours and Days of Work	43
Indemnity/Hold Harmless Provision	43
Insurance Requirements	44
Law and Venue	46
Non-appropriation	46
Oral Statements	47
Permits, Licenses.....	47
Prevailing Wage.....	47
Protection and Restoration of Property.....	47
References.....	48
Renewal of Contract.....	48
Responsibility for Work.....	48
Right to Audit	48
Smoking Policies.....	48
Storage	49
Taxes.....	49
Termination.....	49
Unnecessarily Elaborate and Unresponsive Submittals.....	49
Waivers of Lien.....	49
Instructions for Submittal	51
Selection Process	53

REFERENCES	54
Contractor's Drug-Free Workplace Certification.....	57
CONTRACTOR'S CERTIFICATION REGARDING NON-PAYMENT OF COMPENSATION	59
AGREEMENT	60
EXHIBIT A	62

LEGAL NOTICE

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed Bids for the following:
2024 Landscaping Services Contract.

Bids will be received until **10:00 A.M.** Prevailing Local Time on the **2nd day of April 2024** by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened.

Those desiring to submit a bid may obtain copies of the contract, specifications, and other bid documents online at wsprings.com/bids. A mandatory pre-submittal virtual Microsoft Teams meeting will be held on Thursday, March 21, 2024, at 11:30 AM to answer any questions. Questions may also be submitted directly to dpuga@wsprings.com by 10:00 AM on Thursday, March 21, 2024.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars (\$500), which shall be submitted to secure the Village against loss occasioned by failure of the contractor to abide by and comply with the terms of their bid.

The successful contractor shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Contractors will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates. Each contractor shall satisfy the Village as to his ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsive bidder.

VILLAGE OF WESTERN SPRINGS
By Ed Tymick, Village Clerk

Published in the Sun Times Newspaper on March 15, 2024

cc: Ellen Baer, Village Manager
Elaine Haeske, Deputy Village Clerk

PROPOSAL

TO: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

DATE: March 15, 2024

RE: **2024 LANDSCAPING SERVICES**

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions, and which cover the work described in said document and the "Agreement."
2. In submitting this bid, the undersigned declares that the only persons or parties interested in the bid as principals are those named herein; and that the bid is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this bid is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work by May 1, 2024, and on April 1st in the consecutive contract years, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement. As the weather is the significant factor in determining when the service is necessary, the Village will notify the Contractor as to when maintenance is to begin, based upon weather conditions.
7. This bid is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred (\$500.00) Dollars. If this bid is

accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

[ATTACH BID SECURITY HERE]

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this bid, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work, and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service, and understands that in making this bid waives all right to plead any misunderstanding regarding the same.

03/18/2024

Date

Beary Landscaping, LLC - Dwight Anderson

Proposed Contractor (Bidder)


Witness

Introduction

Project Background

The Village is soliciting bids from qualified for the delivery of professional services for the Village of Western Springs' Annual Landscaping and Maintenance Contract.

The successful contractor will have to provide ongoing maintenance for various Village properties and right of way (ROW) locations in addition to supplemental bids throughout the year for various seasonal plantings.

All responders are required to review this document in detail and acknowledge their understanding of the maintenance and service aspects of this project to be considered a responsible contractor.

Village Information

The Village of Western Springs, located in Cook County, is 2.3 square miles with a population of approximately 13,500. Western Springs operates under a Council-Manager form of government; the President and six (6) Trustees service for four-year overlapping terms and the Village Manager is appointed by the Village Board. The Village operates on a calendar year budget.

Mandatory Pre-Submittal Meeting Information

Join Meeting using the following link and meeting ID/passcode:

Meeting ID: 249 764 441 984

Passcode: QBpWHf

Landscaping Photos

View Landscaping Photos at the following link:

<https://wsprings.sharepoint.com/:f/s/PublicWorks/EkW2S1C7hM1EhJKSeQxrCB4Bnp4HqNbQAR9tmqcWrmYzJw>

If you are having issues viewing, please contact dpuga@wsprings.com.

Contact Information

During the selection process, any communication regarding this RFP must be by email and directed to: **Diana Puga, Municipal Services Coordinator, dpuga@wsprings.com**. Responses to any emailed questions will be shared with all parties who request an RFP and who provide the Village with their email contact information. In addition, all emailed questions and answers shall be posted on the Village website.

ITEM					
No.	Items	Unit	Qty	Unit Price	Total
1	Ogden Avenue Hampton to Tollway	Month	8	\$150	\$1,200
2	Ogden Wolf to Lawn	Month	8	\$60	\$480
3	Walnut triangle @ Hampton	Month	8	\$47	\$376
4	Hampton triangle @ Reid	Month	8	\$42	\$336
5	Prospect triangle @ Reid	Month	8	\$110	\$880
6	Tower Green	Month	8	\$425	\$3,400
7	800 Hillgrove Avenue	Month	8	\$42	\$336
8	Recreation Center	Month	8	\$150	\$1,200
9	Grand Avenue	Month	8	\$130	\$1,040
10	Wolf Rd. Bike Path West Adjacent to	Month	8	\$80	\$640
11	Village Hall	Month	8	\$250	\$2,000
12	Water Plant	Month	8	\$250	\$2,000
13	Well No. 5	Month	8	\$130	\$1,040
14	East Railroad Underpass	Month	8	\$46	\$368
15	Burlington Northern				\$0
15A	- Burlington Northern - Wolf	Month	8	\$131	\$1,048
15B	- Burlington Northern - Wolf	Month	8	\$131	\$1,048
15C	- Burlington Northern -	Month	8	\$131	\$1,048
16	Spring Rock Tower	Month	8	\$220	\$1,760
17	Lawn Avenue (Post Office to	Month	8	\$79	\$632
18	Planting Bowls (11 per month)	Month	8	\$65	\$520
19	Planters (9 per month) (Central	Month	8	\$65	\$520
20	Commonwealth Detention Basin	Month	8	\$175	\$1,400
21	48th Street Cul-de-sac Island	Month	8	\$48	\$384
22	Wolf 52nd to 51st	Month	8	\$58	\$464
23	Wolf 53rd to 55th	Month	8	\$74	\$592
24	Lift Station	Month	8	\$127	\$1,016
25	Fair Elms Cul-de-sac	Month	8	\$59	\$472
26	Central Cul-de-sac	Month	8	\$21	\$168
27	55th Street North side (Central to	Month	8	\$115	\$920
28	Woodland Cul-de-sac	Month	8	\$51	\$408
29	Gilbert LTHS to South Village Limits	Month	8	\$115	\$920
30	55 th Street North side East of Wolf	Month	8	\$138	\$1,104
31	55th Street South side west of	Month	8	\$127	\$1,016
32	Ridgewood Entrance @ Woodland	Month	8	\$41	\$328
33	Ridgewood Entrance @ Grand	Month	8	\$41	\$328
34	South Fire Station	Month	8	\$220	\$1,760
35	Maple Lane and Ridgewood Dr.	Month	8	\$47	\$376
36	Maple Lane and Crestview triangle	Month	8	\$47	\$376
37	Maple Lane and Woodland Dr.	Month	8	\$47	\$376
38	Ridgewood Entrance @ Park Place	Month	8	\$20	\$160

39	5625 Ridgewood ROW	Month	8	\$75	\$600
40	Ridgewood: Flagg Creek	Month	8	\$150	\$1,200
41	47 th Street Pedestrian Bridge	Quarter	4	\$150	\$600
42	48 th Street ROW Near Standpipe	Month	8	\$60	\$480
42	Sodding*	Sq.Yd.	160	\$6	\$1,000
43	Slit Seeding*	Acre	2	\$175	\$350
44	Mowing*	Acre	2	\$40	\$80
45	Mulching*	Cu. Yd	1	\$70	\$70
46	Basic T&M Rates (Foreman Labor)	Hour	55	\$30	\$1,650
47	Basic T&M Rates (Laborer w/hand	Hour	110	\$30	\$3,300
48	Railroad Protective Liability Insurance	Year	1	\$250	\$250
TOTAL BASE BID (ITEMS 1-48)					\$44,020

1. Should interested bidders bid for a 7-month or 8-month period?
8 months. Although the contract for 2024 begins in May and is for a 7-month period, all other potential contract years are on an 8-month basis.
2. Can you please provide a copy of the previous bid tab.
The 2023 Landscaping Bid Tab is provided and attached to this Addendum as Appendix A

Beary Landscaping

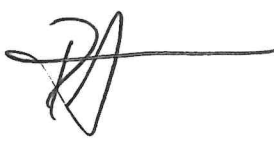
A stylized handwritten signature, possibly reading 'JA', in black ink.

4/1/24

2023 Landscaping Bid Tab

				Brightview Landscape Services		Beary Landscaping Inc.		Langton Group	
No.	Items	Unit	Qty	Unit	Total	Unit	Total	Unit	Total
1	Ogden Avenue Hampton to Tollway	Month	8	\$ 163.00	\$ 1,304.00	\$ 170.00	\$ 1,360.00	\$ 170.22	\$ 1,361.76
2	Ogden Wolf to Lawn	Month	8	\$ 55.00	\$ 440.00	\$ 60.00	\$ 480.00	\$ 111.51	\$ 892.08
3	Walnut triangle @ Hamplon	Month	8	\$ 17.00	\$ 136.00	\$ 47.00	\$ 376.00	\$ 247.98	\$ 1,983.84
4	Hamplon triangle @ Reid	Month	8	\$ 11.00	\$ 88.00	\$ 42.00	\$ 336.00	\$ 222.04	\$ 1,776.32
5	Prospect triangle @ Reid	Month	8	\$ 86.00	\$ 688.00	\$ 120.00	\$ 960.00	\$ 762.47	\$ 6,099.76
6	Tower Green	Month	8	\$ 554.00	\$ 4,432.00	\$ 580.00	\$ 4,640.00	\$ 1,852.69	\$ 14,821.52
7	800 Hillgrove Avenue	Month	8	\$ 11.00	\$ 88.00	\$ 42.00	\$ 336.00	\$ 1,013.40	\$ 8,107.20
8	Recreation Center	Month	8	\$ 35.00	\$ 280.00	\$ 155.00	\$ 1,240.00	\$ 3,812.57	\$ 30,500.56
9	Grand Avenue	Month	8	\$ 120.00	\$ 960.00	\$ 130.00	\$ 1,040.00	\$ 1,670.47	\$ 13,363.76
10	Wolf Rd. Bike Path West Adj. to Forest Preserve	Month	8	\$ 60.00	\$ 480.00	\$ 80.00	\$ 640.00	\$ 368.24	\$ 2,945.92
11	Village Hall	Month	8	\$ 347.00	\$ 2,776.00	\$ 355.00	\$ 2,840.00	\$ 4,323.54	\$ 34,588.32
12	Water Plant	Month	8	\$ 244.00	\$ 1,952.00	\$ 310.00	\$ 2,480.00	\$ 987.65	\$ 7,901.20
13	Well No. 5	Month	8	\$ 11.00	\$ 88.00	\$ 130.00	\$ 1,040.00	\$ 689.46	\$ 5,515.68
14	East Railroad Underpass	Month	8	\$ 16.00	\$ 128.00	\$ 47.00	\$ 376.00	\$ 664.88	\$ 5,319.04
15	Burlington Nothern	Month	8	\$ 324.00	\$ 2,592.00	\$ 355.00	\$ 2,840.00	\$ 1,223.38	\$ 9,787.04
15A	Burlington Nothern- Wolf to Gilbert	Month	8	\$ 45.00	\$ 360.00	\$ 31.00	\$ 248.00	\$ 1,223.38	\$ 9,787.04
15B	Burlington Nothern- Wolf to Grand	Month	8	\$ 45.00	\$ 360.00	\$ 31.00	\$ 248.00	\$ 1,223.38	\$ 9,787.04
15C	Burlington Nothern- Grand to N. PW & S. Wall	Month	8	\$ 17.00	\$ 136.00	\$ 31.00	\$ 248.00	\$ 1,223.38	\$ 9,787.04
16	Spring Rock Tower	Month	8	\$ 216.00	\$ 1,728.00	\$ 230.00	\$ 1,840.00	\$ 174.94	\$ 1,399.52
17	Lawn Avenue (Post Office to Burlington)	Month	8	\$ 47.00	\$ 376.00	\$ 79.00	\$ 632.00	\$ 960.03	\$ 7,680.24
18	Planting Bowls (11) Central Business District	Month	88	\$ 23.00	\$ 2,024.00	\$ 22.00	\$ 1,936.00	\$ 61.05	\$ 5,372.40
19	Planters (9) Central Business District	Month	72	\$ 23.00	\$ 1,656.00	\$ 14.00	\$ 1,008.00	\$ 95.75	\$ 6,894.00
20	Commonwelath Dentention Basin	Month	8	\$ 163.00	\$ 1,304.00	\$ 185.00	\$ 1,480.00	\$ 360.25	\$ 2,882.00
21	48th Street Cul-de-sac	Month	8	\$ 16.00	\$ 128.00	\$ 48.00	\$ 384.00	\$ 288.35	\$ 2,306.80
22	Wolf 52nd to 51st	Month	8	\$ 55.00	\$ 440.00	\$ 58.00	\$ 464.00	\$ 136.74	\$ 1,093.92
23	Wolf 53rd to 55th	Month	8	\$ 71.00	\$ 568.00	\$ 74.00	\$ 592.00	\$ 126.96	\$ 1,015.68
24	Lift Station	Month	8	\$ 92.00	\$ 736.00	\$ 127.00	\$ 1,016.00	\$ 675.49	\$ 5,403.92
25	Fair Elms Cul-de-sac	Month	8	\$ 27.00	\$ 216.00	\$ 59.00	\$ 472.00	\$ 349.30	\$ 2,794.40
26	55th Street North side (Central to Woodland)	Month	8	\$ 20.00	\$ 160.00	\$ 21.00	\$ 168.00	\$ 439.69	\$ 3,517.52
27	55th Street North side East of Wolf	Month	8	\$ 108.00	\$ 864.00	\$ 115.00	\$ 920.00	\$ 165.71	\$ 1,325.68
28	Woodland Cul-de-sac	Month	8	\$ 20.00	\$ 160.00	\$ 51.00	\$ 408.00	\$ 368.87	\$ 2,950.96
29	Gilbert LTHS to South Village Limits	Month	8	\$ 108.00	\$ 864.00	\$ 115.00	\$ 920.00	\$ 287.25	\$ 2,298.00
30	55th Street North side East of Wolf	Month	8	\$ 131.00	\$ 1,048.00	\$ 138.00	\$ 1,104.00	\$ 195.10	\$ 1,560.80
31	55th Street South side west of Woodland	Month	8	\$ 121.00	\$ 968.00	\$ 127.00	\$ 1,016.00	\$ 152.19	\$ 1,217.52
32	Ridgewood Entrance @ Woodland	Month	8	\$ 11.00	\$ 88.00	\$ 41.00	\$ 328.00	\$ 419.80	\$ 3,358.40
33	Ridgewood Entrance @ Grand	Month	8	\$ 11.00	\$ 88.00	\$ 41.00	\$ 328.00	\$ 341.52	\$ 2,732.16
34	South Fire Station	Month	8	\$ 226.00	\$ 1,808.00	\$ 230.00	\$ 1,840.00	\$ 678.46	\$ 5,427.68
35	Maple Lane and Ridgewood Dr. Triangle	Month	8	\$ 16.00	\$ 128.00	\$ 47.00	\$ 376.00	\$ 425.52	\$ 3,404.16
36	Maple Lane and Crestview Triangle	Month	8	\$ 16.00	\$ 128.00	\$ 47.00	\$ 376.00	\$ 361.66	\$ 2,893.28
37	Maple Lane and Woodland Dr. Triangle	Month	8	\$ 16.00	\$ 128.00	\$ 47.00	\$ 376.00	\$ 383.15	\$ 3,065.20
38	Ridgewood Entrance @ Park Place	Month	8	\$ 19.00	\$ 152.00	\$ 20.00	\$ 160.00	\$ 667.00	\$ 5,336.00
39	5625 Ridgewood ROW	Month	8	\$ 17.00	\$ 136.00	\$ 75.00	\$ 600.00	\$ 241.34	\$ 1,930.72
40	Sodding*	SQ YD	160	\$ 16.00	\$ 2,560.00	\$ 7.00	\$ 1,120.00	\$ 15.45	\$ 2,472.00
41	Silt Seeding	Acre	2	\$ 250.00	\$ 500.00	\$ 225.00	\$ 450.00	\$ 2,267.44	\$ 4,534.88
42	Mowing*	Acre	2	\$ 35.00	\$ 70.00	\$ 40.00	\$ 80.00	\$ 57.68	\$ 115.36
43	Mulching*	CU YD	1	\$ 65.00	\$ 65.00	\$ 60.00	\$ 60.00	\$ 82.40	\$ 82.40
44	Basic T&M Rates (Foreman Labor)	man hour	55	\$ 45.00	\$ 2,475.00	\$ 40.00	\$ 2,200.00	\$ 90.64	\$ 4,985.20
45	Basic T&M Rates (Laborer w/hand tools)	man hour	110	\$ 40.00	\$ 4,400.00	\$ 40.00	\$ 4,400.00	\$ 90.64	\$ 9,970.40
46	Railroad Protective Liability Insurance	Year	1	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ -	\$ -
Submitted Total				\$	43,500.00	\$	47,090.00	\$	274,346.32
Actual Total				\$	44,004.00	\$	49,282.00	\$	274,346.32

*These items are for additional work at the Village's request. The cost of sodding, mowing, silt seeding, and mulching required for items 1-39 should be included within each line-item cost.

Beary Landscaping
4/1/24 

SCHEDULE OF BID PRICES

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

*These items are for additional work at the Village's request. The cost of sodding, mowing, silt seeding, and mulching required for items 1-40 should be included within each line-item cost.

ITEM					
No.	Items	Unit	Qty	Unit Price	Total
1	Ogden Avenue Hampton to Tollway	Month	8		
2	Ogden Wolf to Lawn	Month	8		
3	Walnut triangle @ Hampton	Month	8		
4	Hampton triangle @ Reid	Month	8		
5	Prospect triangle @ Reid	Month	8		
6	Tower Green	Month	8		
7	800 Hillgrove Avenue	Month	8		
8	Recreation Center	Month	8		
9	Grand Avenue	Month	8		
10	Wolf Rd. Bike Path West Adjacent to Forest Preserve	Month	8		
11	Village Hall	Month	8		
12	Water Plant	Month	8		
13	Well No. 5	Month	8		
14	East Railroad Underpass	Month	8		
15	Burlington Northern				
15A	- Burlington Northern - Wolf Road to Gilbert	Month	8		
15B	- Burlington Northern - Wolf to Grand	Month	8		
15C	- Burlington Northern – Grand to N.PW & S. Wall	Month	8		
16	Spring Rock Tower	Month	8		

17	Lawn Avenue (Post Office to Burlington)	Month	8		
18	Planting Bowls (11 per month) (Central business District)	Month	8		
19	Planters (9 per month) (Central Business District)	Month	8		
20	Commonwealth Detention Basin	Month	8		
21	48th Street Cul-de-sac Island	Month	8		
22	Wolf 52nd to 51st	Month	8		
23	Wolf 53rd to 55th	Month	8		
24	Lift Station	Month	8		
25	Fair Elms Cul-de-sac	Month	8		
26	Central Cul-de-sac	Month	8		
27	55th Street North side (Central to Woodland)	Month	8		
28	Woodland Cul-de-sac	Month	8		
29	Gilbert LTHS to South Village Limits	Month	8		
30	55 th Street North side East of Wolf	Month	8		
31	55th Street South side west of Woodland	Month	8		
32	Ridgewood Entrance @ Woodland	Month	8		
33	Ridgewood Entrance @ Grand	Month	8		
34	South Fire Station	Month	8		
35	Maple Lane and Ridgewood Dr. Triangle	Month	8		
36	Maple Lane and Crestview triangle	Month	8		
37	Maple Lane and Woodland Dr. Triangle	Month	8		
38	Ridgewood Entrance @ Park Place	Month	8		
39	5625 Ridgewood ROW	Month	8		
40	Ridgewood: Flagg Creek	Month	8		
41	47 th Street Pedestrian Bridge	Quarter	4		
42	48 th Street ROW Near Standpipe	Month	8		
42	Sodding*	Sq.Yd.	160		

43	Slit Seeding*	Acre	2		
44	Mowing*	Acre	2		
45	Mulching*	Cu. Yd	1		
46	Basic T&M Rates (Foreman Labor)	Hour	55		
47	Basic T&M Rates (Laborer w/hand tools)	Hour	110		
48	Railroad Protective Liability Insurance	Year	1		
TOTAL BASE BID (ITEMS 1-48)					

SPECIAL PROVISIONS

GENERAL

a) Spring Inspection and Clean-up: Between May 1 and May 30 for the 2024 calendar year, and on April 1 and April 30 in consecutive contract years, the contractor shall police every area as included in this specification to remove winter accumulation and clean up all branches, papers, litter, leaves and other debris from the turf, shrub beds, natural areas, ground cover beds, flower beds, specialty areas, structures, parkways, parking lots, driveways, sidewalk, boulevards, etc. When this work is started, the Time Schedule for each location will commence and items 1 through 45 will begin to be measured for payment per calendar month or fraction thereof.

b) Plantings

The Village reserves the right to issue a seasonal change order to this contract for the plantings of flower beds. The plantings in flower beds shall be determined by the Village with consultation from the contractor on available design, species, and colors for each location, and will vary from location to location and from year to year.

- The cost of all live plants shall be reimbursed to the Contractor and the Contractor will be allowed a 15% markup. Invoices and receipts from the nursery shall be submitted to the Village and the Contractor shall clearly indicate materials distribution by location.
- The cost of other materials such as mulch, topsoil, and fertilizer shall not be reimbursed.
- The labor, equipment, and non-reimbursable material costs for a Spring, Summer and Winter planting in all flower beds shall be incorporated into the corresponding. This work will not be paid for separately.
- New plantings in ground cover beds shall be paid for on a time and materials basis utilizing the "Basic T&M" rates as identified in the schedule of prices.

c) Mowing

Mowing and line trimming shall be done in a neat and orderly manner. Proper mowing patterns and equipment shall be employed to recycle grass clippings where possible. Excess clippings shall be removed as needed. All mower blades shall be kept sharp to prevent tearing of grass blades. No more than $\frac{1}{3}$ of the grass blade shall be removed during a mowing operation. Mowing operation includes line trimming and cleaning of grass clipping from all walks and drives.

d) Leaf Removal

Leaf removal needs in shrub, evergreen, and groundcover beds, and in lawn areas vary throughout the properties. It is the intent of this specification to provide for leaf removal throughout the areas maintained under this contract. Costs for leaf removal shall be incorporated into specific pay items by location and will not be paid for separately. Leaves shall be disposed of by depositing them at the Public Works yard in the designated location.

All Areas	No. Of Occurrences
Fall	3
Springs	1

Additional "spot" leaf removal will be as authorized by the Village and in accordance with contract time and material rates.

e) Debris And Garbage Disposal

1)Landscape Debris: The removal and disposal of organic landscape debris, generated by landscape maintenance operations shall be the responsibility of the Contractor.

2)All non-organic litter and debris shall be removed by the Contractor to any Village site designated by the Village of Western Springs for disposal services and disposed of by the Village.

f) General

1)All work shall be performed by trained, properly supervised personnel in accordance with accepted horticultural practices. Chemicals, if any will be applied in accordance with applicable laws and regulations and by licensed personnel.

2)Materials shall be applied in accordance with manufacturers' directions.

3)Adequate personnel and equipment shall be provided to permit the timely completion of all operations.

4)In addition to weekly work reporting by the Maintenance Superintendent, the Contractor shall prepare a detailed monthly inspection report for presentation to the Village of Western Springs. A monthly meeting following the receipt of the report may be scheduled by the Superintendent of Public Works or their designee. This should include any replanting bids inclusive of plant materials, location by description and number below and pricing.

Basis of Payment. All payments shall be made per calendar month for the items listed below and shall be considered full compensation for all labor, materials, tools, and equipment to complete this work.

Location Details

OGDEN AVENUE HAMPTON TO TOLLWAY

Description. The area bounded by the curb line on the south side of Ogden Avenue. The east boundary is the west curb line on Hampton, and the west boundary is the Tollway Authority ROW. The Tollway Authority ROW begins where the grass ends, just west past the guardrail.

Activity	Schedule
Inspection by maintenance superintendent	Monthly
Mowing	Every other week
Edging walks and curbs	Twice a year
Weeding (Shrubs and shrubs borders)	3 times in growing season
Pruning	For safety only, cut overgrowth and overhanging to 5ft from guardrail
Weeding (Ground Cover Beds)	Weed 3 times per year

OGDEN AVENUE WOLF TO LAWN

Description. The area bounded by the curb line on the south side of Ogden Avenue, the ROW on the south side of Ogden Avenue, the west curb line on Wolf Road to the East, and the East curb line of Lawn Avenue.

Activity	Schedule
Inspection by maintenance superintendent	Monthly
Mowing	Every other week
Edging walks and curbs	Twice a year

WALNUT TRIANGLE @ HAMPTON

Description. The triangular island area bounded by curb in the center of the intersection of Walnut and Hampton.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks and curbs	Every other mowing
Cultivating	Twice annually
Mulching	Once a year
Weed (around trees)	Every mowing
Spring clean-up	Once in the Spring, remove garden- leaf debris,
Fall clean-up	Once in the Fall, remove leaf debris
Removal of litter, debris, and garbage	Every mowing

HAMPTON TRIANGLE @ REID

Description. The triangular area bounded by curb in the middle of the intersection of Hampton and Reid. Additionally, the parcel south of Reid and east of Hampton that stretches approximately 180' X 60' from curb line to curb line Reid to Walker and curb line of Hampton to the home at 133 Reid.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mulching	Once a year
Weed (Trees, Shrubs, and ground cover)	1 to 2 weeks depending on rain and mulch
Pruning	Twice per season
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replace in early Spring or Fall
Weed (Ground Cover Beds)	Weed monthly
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week
Mowing	Every week

PROSPECT TRIANGLE @ REID

Description. The triangular area bounded by curb in the middle of the intersection of Prospect and Reid.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks and curbs	Every other mowing
Cultivating	Once a month during growing season
Mulching	Once a year
Pruning	Twice per season
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replace in early Spring or Fall
Weed (Ground Cover Beds)	Weed monthly
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every week

TOWER GREEN

Description. The Village property surrounding the historic water tower. This triangular area is bounded by the curbs on Hillgrove, Walnut, and Grand Avenue.

Activity	Schedule
Inspection by maintenance superintendent	Weekly
Mowing	Weekly
Edging walks and curbs	Weekly
Cultivating	Every 2 weeks during growing season. Soil must be always absorbent
Mulching	All planting beds and trees must have proper mulch throughout the year
Weed (Trees, Shrubs, and ground cover)	Weekly
Pruning	As necessary. Monthly minimum
Removal of dead plants	Remove immediately
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Weed (Ground Cover Beds)	No weeds permitted. Weed daily or as often as necessary to prevent all weeds.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Weekly

800 WEST HILLGROVE AVENUE PARKING LOT

Description. The property of 800 WEST WOLF ROAD including the parkway ROW and the entire parking lot.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks and curbs	Every other mowing
Cultivating	Once a month during growing season
Mulching	Once a year
Weed (Trees, Shrubs, and ground cover)	Every other mowing
Spring clean-up	Once in the Spring, remove garden or leaf debris.
Fall clean-up	Once in the Fall, remove leaf debris
Removal of litter, debris, and garbage	Every other week

RECREATION CENTER

Description. The property is located at 1500 Walker Street encompassing both parking lots, inside the fencing on the west and north perimeters and Safety Town Village on the northeast side of the main parking lot.

Activity	Schedule
Inspection by maintenance superintendent	Weekly
Mowing	Weekly
Edging walks and curbs	Weekly
Hard Surfaces (walks, paths, curb lines, and non-curbed drive edges)	Blown clean after each weekly visit
Cultivating	Every 2 weeks during growing season. Soil must be always absorbent
Mulching	Once a year
Weed (Trees, Shrubs, and ground cover)	Every other mowing
Pruning	As necessary to retain shape of plant. Monthly minimum
Grass adjacent to tree rings	Edged to create separation and maintained on regular basis
Removal of dead plants	Remove immediately
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Weekly

GRAND AVENUE

Description. This property is located at 4211 Grand Avenue with Lawn Avenue bordering the east, Grand Avenue to the west, Chestnut Street to the south with the far end of the parking lot/fence to the north. The adjacent park is not village property.

Activity	Schedule
Inspection by maintenance superintendent	Weekly
Mowing	Weekly
Edging walks and curbs	Weekly
Hard Surfaces (walks, paths, curb lines, and non-curbed drive edges)	Blown clean after each weekly visit
Cultivating	Every 2 weeks during growing season. Soil must be always absorbent
Mulching	Once a year
Weed (Trees, Shrubs, and ground cover)	Every other mowing
Pruning	As necessary to retain shape of plant wanted. Monthly minimum

Grass adjacent to tree rings	Edged to create separation and maintained on regular basis
Removal of dead plants	Remove immediately
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Weekly

WOLF ROAD BIKE PATH WEST ADJACENT TO FOREST PRESERVE

Description. The bike path is located at Wolf Road and Ogden Avenue adjacent to the Cook County Forest Preserve and runs on the West side from Ogden on the south to the Salt Creek Bridge. It includes the western edge of the path to the west edge of Wolf Rd.

Activity	Schedule
Inspection by maintenance superintendent	Monthly
Mowing	Once a month with brush hog
Cultivating	4 times a year
Mulching	Once a year
Weed (Tree Beds)	4 times a year
Spring clean-up	Remove trash and leaves as necessary
Fall clean-up	Remove trash and leaves as necessary
Removal of litter, debris, and garbage	Monthly

VILLAGE HALL

Description. The Village property surrounding and including the Village Hall, Fire Station, along the north and south sides of the municipal parking lot located northeast of the Village offices including fences and rights-of-way, parkways, and Police Station. This area is bounded by Wolf Road on the West, Hillgrove Avenue to the South, and 43rd Street to the North. The East border is the property line to the North including fence, the Johnson Avenue curb adjacent to the parking lot, and the property line adjacent to 706 Hillgrove to the South. This area includes the planter beds along the North side of Hillgrove Avenue from Wolf Road to Johnson Avenue. Refer to the outline of this area on the map.

Activity	Schedule
Inspection by maintenance superintendent	Weekly
Mowing	Weekly
Edging walks and curbs	Weekly
Cultivating	Every 2 weeks during growing season. Soil must be absorbent at all times
Mulching	Once a year
Weed (Trees, Shrubs, and ground cover)	Weekly
Pruning	As necessary to retain shape of plant wanted. Monthly minimum
Removal of dead plants	Remove immediately

Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Weekly

WATER PLANT

Description. The Village property surrounding and including the Village Water Plant. This area is bounded by Johnson Avenue on the West, Hillgrove Avenue to the South, and the property lines to the North and East. Refer to the outline of this area on the map.

Activity	Schedule
Inspection by maintenance superintendent	Weekly
Mowing	Weekly
Edging walks and curbs	Weekly
Cultivating	4 times a year
Mulching	Once a year
Weed (Shrubs and shrub borders)	Every 2 weeks
Pruning	As necessary to retain shape of plant wanted. Monthly minimum
Removal of dead plants	Remove immediately
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Weed (Trees, Shrubs, and ground cover)	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Weekly

WELL NO. 5

Description. This property is located a 405 Hillgrove. The Well No. 5 site is bordered by the sidewalk on the west and baseball fields on the east, running in line with Ellington Avenue to the north. Landscaping of property was completed fall 2022. Contractors should exercise caution not to damage any external structures.

Inspection by maintenance superintendent	Weekly
Edging landscaped perimeter	3 times a year
Cultivating	4 times a year
Mulching	Once a year
Weed (Shrubs and shrub borders)	Every 2 weeks

Pruning	As necessary to retain shape of plant wanted. Monthly minimum
Removal of dead plants	Remove immediately
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Weed (Trees, Shrubs, and ground cover)	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Weekly

EAST RAILROAD UNDERPASS

Description. The East railroad underpass which lies between CLAUSEN AVENUE AND HOWARD AVENUE under the railroad tracks. The areas that require maintenance are the gardens at each entrance of the underpass which also includes maintenance behind the fencing/retaining wall towards the railroad tracks.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks and curbs	Every other mowing
Cultivating	4 times a year
Mulching	Once a year
Weed (Trees, Shrubs, and ground cover)	Replacement: provide list at monthly meeting or sooner for approval.
Pruning	Twice per season
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

BURLINGTON NORTHERN

Description. The property surrounding and including the Burlington Northern Sante Fe ROW. The west boundary on the north side of the tracks is the retaining wall at the entrance of the Public Works yard west of Hampton. The west boundary on the south side of the tracks is the retaining wall just west of the underpass walkway. The eastern boundary is the curb on the west side of Gilbert Avenue both north and south of the tracks. The north boundary is the curb on the south side of Hillgrove Avenue. The south boundary is the curb on the north side of Burlington Avenue. The ground cover beds shall be maintained

by pruning so that all the parking signs are visible at all times. Work on the train platform should occur without disruption to the commuter traffic and should ideally be done between 9 AM and 3 PM.

WOLF ROAD TO GILBERT

Description. The property on the North (Hillgrove Ave.) and South (Burlington Ave.) of the Burlington tracks bounded on the west by wolf road and the east by Gilbert Avenue from the back of the curb to the railroad right of way.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks, curbs, and railroad row	Every other mowing
Cultivating	Once a year
Mulching	Once a year
Weed (Trees, Shrubs, and ground cover)	4 times a year especially at the ballast line
Pruning	Twice per season
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

WOLF ROAD TO GRAND AVENUE

Description. The property on the North (Hillgrove Ave.) and South (Burlington Ave.) of the Burlington tracks bounded on the west by Grand Avenue and the east by Wolf Road from the back of the curb to the railroad right of way. Inclusive of 4 raised planter boxes west of Lawn on Hillgrove.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Cultivating	4 times a year in planters at the corners of Lawn/Grand on both Hillgrove/Burlington
Mulching	Once a year (at the corners of Lawn Hillgrove/Burlington)
Weed (Trees, Shrubs, and ground cover)	4 times a year
Pruning	4 times per season including thinning and trimming prairie grasses
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks

Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

GRAND AVENUE TO NORTH PW RETAINING WALL AND SOUTH PARK RETAINING WALL

Description. The property on the North (Hillgrove Ave.) and South (Burlington Ave.) of the Burlington tracks bounded on the east by Grand Avenue and the west by the underpass from the back of the curb to the railroad right of way.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Hillgrove: Every week sidewalk to curb (parkway) from Grand to the west side of the underpass; and sidewalk to ballast Grand Ave. to Central. 4 times a year , back of sidewalk to the BNSF ballast line, 1208 Hillgrove to the east wing wall of the underpass with brush hog. 4 times a year , from the west underpass to the WSPW yard with 2 passes of the brush hog from the sidewalk. Burlington: Every week sidewalk to ballast, Grand Avenue to Central. Every week Islands from Central to the underpass. 4 times a year from Central to the retaining wall beyond the west side of the underpass.
Mulching	Once a year (at the corners of Grand Hillgrove/Burlington)
Weed (Trees, Shrubs, and ground cover)	4 times a year especially at the ballast line
Pruning	4 times per season including thinning and trimming prairie grasses
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

SPRING ROCK WATER TOWER

Description. The Village property surrounding and including the elevated water tank in Spring Rock Park. This square area is bounded by a chain link fence.

Activity	Schedule
Inspection by maintenance superintendent	Monthly
Mowing	Every other week and as needed
Pruning	For safety only
Weeding	Weed 4 times per year, including at the fence line, tower base, tower legs and outbuildings

LAWN AVENUE (POST OFFICE TO BURLINGTON)

Description. The area is in the central business district, from Burlington Avenue to Post Office Drive. The area includes the east and west corners of Burlington Avenue and Lawn Avenue. The single planter bowl on the west corner of Burlington and Lawn is covered in line item 34. Be mindful of the irrigation system in the area.

Activity	Schedule
Inspection by maintenance superintendent	Weekly
Mulching	Once a year
Weed (Ground Cover Beds)	Every other week or as needed.
Pruning grasses	As necessary to retain shape and height of plants in relation to tree height
Removal of dead plants	Remove immediately
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Weekly

PLANTING BOWLS AND PLANTERS

The plantings in the planting bowls and planters shall be determined by the Village and will vary from location to location and from year to year. The materials cost of all live plants shall be reimbursed to the Contractor and the Contractor will be allowed a 15% markup. Invoices and receipts from the nursery shall be submitted to the Village, and the Contractor shall clearly indicate materials distribution by location. The cost of other materials such as mulch, topsoil, and fertilizer shall not be reimbursed. The labor, equipment, and non-reimbursable materials costs for a Spring and Fall/Winter planting in all planters shall be considered incidental to the pay item PLANTING BOWLS and PLANTERS and will not be paid for separately. Be mindful of the Irrigation system in the bowls and planters.

PLANTING BOWLS (11) (CENTRAL BUSINESS DISTRICT)

Description. There are several landscaping Planting Bowls located on Burlington Avenue in the East Train Platform and Lawn Avenue areas. No weeds will be permitted in the landscape Planting Bowls. Planting Bowls shall be weeded weekly or as often as necessary to prevent all weeds.

Activity	Schedule
Inspection by maintenance superintendent	Weekly
Cultivating	Once a growing season during before planting
Mulching	Once a season and after planting
Pruning	As necessary to retain shape of plant wanted.
Removal of dead plants	Remove immediately
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Weed	No weeds permitted. Weed as often as necessary to prevent weeds.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings

PLANTERS (9) (CENTRAL BUSINESS DISTRICT)

Description. The Village maintains several planters outside of the areas described in the pay items for this contract. These planters are ground level and are located along Hillgrove Avenue from Johnson to Lawn. Many have perennials but will need a splash of color of annuals and a winter scape The areas typically are cut into the sidewalk of the central business district. There are 3 small square movable planters which will require attention as well located at 810 Hillgrove. The following planter areas will require a third planting for spring (Tulips) to be planted in the fall. Village Hall Circle, Village Hall Corner planting, Hillgrove/Wolf, Lawn Circle (Lawn and Hillgrove)

Because these planters are outside of the defined areas listed as pay items above, they are a separate pay item. The above ground stone planters on Burlington from Wolf to Grand are not yet included in this contract as they are maintained by others and are under renovation and may be included in future years.

No weeds will be permitted in the planters. Planters shall be weeded twice a month or as often as necessary to prevent all weeds.

Maintenance performed shall meet the requirements of the table shown below, depending upon whether ground cover or flowers are planted there respectively.

Activity	Schedule
Inspection by maintenance superintendent	Weekly
Cultivating	Once a growing season during before planting
Mulching	Once a season and after planting
Pruning	As necessary to retain shape of plant wanted. Maintain reasonable height of natural grasses
Removal of dead plants	Remove immediately

Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Weed (Ground Cover Beds)	No weeds permitted. Weed as often as necessary to prevent all weeds.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Weekly

COMMONWEALTH DETENTION BASIN

Description. The detention basin in the Commonwealth Subdivision located North of 48th Street and East of Commonwealth Avenue. The northern boundary is the brick retaining wall. The southern boundary is the fence line. The west boundary is the curb line of Commonwealth Avenue. The east boundary is the utility easement directly below the overhead utility lines.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Weed (borders)	Every other week
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week, while mowing

48TH STREET CUL-DE-SAC ISLAND

Description. The curbed island in the 48th Street cul-de-sac.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Every other Week
Edging walks and curbs	Every other mowing
Cultivating	Once during growing season
Mulching	Once a year
Pruning	Twice per season
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Weed (Ground Cover Beds)	Weed monthly
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

WOLF 52ND TO 51ST

Description. The ROW on the East side of Wolf Road from 51st Street to 52nd Street. The west boundary shall be the east curb on Wolf Road. The east boundary shall be the fence line. The northern boundary is the south curb line at 51st street; include the small "corner strip" of grass between 51st and Wolf. The southern boundary is the top of the circular access drive.

Activity	Schedule
Inspection by maintenance superintendent	Monthly
Mowing	Every other week and as needed
Edging walks and curbs	Twice a year or as needed
Cultivating	From once a year to none depending on condition of soil
Weeding (Trees, shrubs, and shrubs borders)	3 times in growing season
Pruning	For safety only
Removal of dead plants	Remove when convenient but no longer than one month
Plant replacement	Replace when convenient or not at all
Removal of litter, debris, and garbage	Every other week, while mowing

WOLF 53RD TO 55TH

Description. The east side of Wolf Road from the east curb-line to the ROW line. This area will be bounded by the curb on the south side of 53rd Street to the north and the north property line of the business on the northeast corner of Wolf and 55th Street. This southern boundary line is where the fence tree line becomes adjacent to the sidewalk.

Activity	Schedule
Inspection by maintenance superintendent	Monthly
Mowing	Every other week and as needed
Edging walks and curbs	Twice a year or as needed
Cultivating	From once a year to none depending on condition of soil
Weeding (Trees, shrubs, and shrubs borders)	3 times in growing season
Pruning	For safety only
Removal of dead plants	Remove when convenient but no longer than one month
Plant replacement	Replace when convenient or not at all
Removal of litter, debris, and garbage	Every other week, while mowing

LIFT STATION

Description. The Village property located at 5424 Fair Elms Avenue housing the lift station. Area to be maintained shall include the property and the parkway out to the west curb on Fair Elms Avenue. The property on the south extends to the southern fence line and the property on the north extends to the northern fence line. Include the fenced area West of the building as well as the ROW behind the fence line adjacent to Flagg Creek.

Activity	Schedule
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Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks, curbs, and fence line	Every other mowing
Cultivating	4 times a year during growing season
Mulching	Once a year
Weed (Shrubs and shrub borders)	Every other week or as needed
Pruning	Twice per season
Removal of dead plants	Remove at early convenience but no longer than one month
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

FAIR ELMS CUL-DE-SAC

Description. The area at the south end of the Fair Elms cul-de-sac. This area is bordered to the north at the curb-line, to the south at the 55th street ROW tree line, and to the Village ROW line to the east and west.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks and curbs	Every other mowing
Cultivating	4 times a year during growing season
Mulching	Once a year
Weed (Ground beds, shrubs, and shrub borders)	Every other mowing depending on rain and mulch
Pruning	For safety only
Removal of dead plants	Remove at early convenience but no longer than monthly
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

CENTRAL CUL-DE-SAC

Description. The area at the south end of the Central Avenue cul-de-sac. This area is bordered to the north at the curb-line, to the south at the 55th street ROW line, and to the Village ROW line to the east

and west. Maintenance area shall include the drainage ditch and the embankment just North of 55th street.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks and curbs	Every other mowing
Cultivating	4 times a year during growing season
Mulching	Once a year
Weed (Ground beds, shrubs, and shrub borders)	Every other mowing depending on rain and mulch
Pruning	For safety only
Removal of dead plants	Remove at early convenience but no longer than monthly
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Weed (Ground Cover Beds)	Weed monthly
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

55TH STREET NORTH SIDE (CENTRAL TO WOODLAND)

Description. The north side of the 55th Street ROW from the Central Avenue cul-de-sac to the Woodland Avenue cul-de-sac.

Activity	Schedule
Inspection by maintenance superintendent	Monthly
Mowing	Every other week or as needed
Edging walks and curbs	Twice a year or as needed
Cultivating	From once a year to none depending on condition of soil
Weeding (Ground beds, shrubs and shrubs borders)	3 times in growing season
Pruning	For safety only
Removal of dead plants	Remove when convenient but no longer than one month
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.

WOODLAND CUL-DE-SAC

Description. The area at the south end of the Woodland cul-de-sac. This area is bordered to the north at the curb-line, to the south at the 55th street ROW line, and to the Village ROW line to the east and west.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly

Edging walks and curbs	Every other mowing
Cultivating	4 times a year during growing season
Mulching	Once a year
Weed (Ground beds shrubs and shrub borders)	Every other mowing depending on rain and mulch
Pruning	For safety only
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

GILBERT LTHS TO SOUTH VILLAGE LIMITS

Description. The ROW on the west side of Gilbert Avenue from the south limits of the LTHS property to the Southern Village limits just south of 53rd Street where the sidewalk ends. This area shall be bounded by the west curb-line of Gilbert to the east, and the fence to the west.

Activity	Schedule
Inspection by maintenance superintendent	Monthly
Mowing	Every other week
Edging walks and curbs	Twice a year
Cultivating	From once a year to none depending on condition of soil
Weeding (Ground Beds, shrubs, and shrubs borders)	3 times in growing season
Pruning	For safety only
Removal of dead plants	Remove when convenient but no longer than one month
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings and fall leaves
Removal of litter, debris, and garbage	Every other week

55TH STREET NORTH SIDE EAST OF WOLF

Description. This work shall consist of the work performed at maintenance class C in the north side of the 55th Street ROW from the property line at 5455 Wolf Road East to the corporate limits of the Village. The north limit is the fence line. The south limit is the 55th street northern curb. The west limit is the start at the tree line. The east limit is the end of the fence line as it approaches the house located at 1808 55th Street.

Activity	Schedule
Inspection by maintenance superintendent	Monthly
Mowing	Every other week and as needed
Edging walks and curbs	Twice a year or as needed
Weeding (Shrubs and shrubs borders)	3 times in growing season
Pruning	For safety only
Removal of dead plants	Remove when convenient but no longer than one month
Plant replacement	Replace when convenient or not at all
Weeding (Ground Cover Beds)	Weed 3 times per year

55TH STREET SOUTH SIDE WEST OF WOODLAND

Description. The south side of the 55th Street ROW from Woodland Avenue west to the overpass guardrail on 294.

Activity	Schedule
Inspection by maintenance superintendent	Monthly
Mowing	Every other week and as needed
Edging walks and curbs	Twice a year or as needed
Cultivating	From once a year to none depending on condition of soil
Weeding (Ground beds, shrubs, and shrubs borders)	3 times in growing season
Pruning	For safety only
Removal of dead plants	Remove when convenient but no longer than one month
Plant replacement	Replace when convenient or not at all
Removal of litter, debris, and garbage	Every other week

RIDGEWOOD ENTRANCE AT WOODLAND

Description. The area at the entrance to the Ridgewood Subdivision located at the intersection of 55th Street and Woodland Avenue on the Southwest corner. This area includes the area around the Ridgewood entrance sign to the back of the curb radius.

Work shall include the entire ROW stretch on the east side of Woodland Drive from 55th Street to Longmeadow Lane; The western boundary of this ROW stretch includes the curb line on the east side of Woodland and the tree line to the east of the ROW stretch.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks and curbs	Every other mowing
Cultivating	Once a month during growing season
Mulching	Once a year
Weed (Ground beds shrubs and shrub borders)	1 to 2 weeks depending on rain and mulch
Pruning	Twice per season

Removal of dead plants	Remove when convenient but no longer than two weeks
Plant replacement	Replace in early Spring or Fall
Weed (Ground Cover Beds)	Weed monthly
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

RIDGEWOOD ENTRANCE AT GRAND

Description. The area at the entrance to the Ridgewood Subdivision located at the intersection of 55th Street and Grand Avenue on the Southwest corner. This area includes the area around the Ridgewood entrance sign to the back of the curb radius.

Work shall include the ROW south of 55th Street between the west curb line at Grand Avenue and the east curb line at Woodland Drive; Include ROW between sidewalk and the southern curb line of 55th Street.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks and curbs	Every other mowing
Cultivating	Once a month during growing season
Mulching	Once a year
Weed (Ground beds shrubs and shrub borders)	1 to 2 weeks depending on rain and mulch
Pruning	Twice per season
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replace in early Spring or Fall
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

SOUTH FIRE STATION

Description. This work shall consist of the work performed at maintenance class A at the Village-owned property at 5501 Grand Avenue including the parkway ROW. The east boundary is the retaining wall, and the west boundary is the east curb line of Grand Avenue. The south boundary is the fence line between the Fire Station and the home directly south at 5503 Grand Avenue.

Activity	Schedule
Inspection by maintenance superintendent	Weekly
Mowing	Weekly
Edging walks and curbs	Every time grass is mowed

Cultivating	Every 2 weeks during growing season. Soil must be always absorbent
Mulching	Once a year
Weed (Ground beds shrubs and shrub borders)	Weekly
Pruning	As necessary to retain shape of plant wanted. Monthly minimum
Removal of dead plants	Remove immediately
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Weekly

MAPLE LANE AND RIDGEWOOD DRIVE TRIANGLE

Description. The triangular area bounded by curb in the middle of the intersection of Maple Lane and Ridgewood Drive.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Cultivating	Once a month during growing season
Mulching	Once a year
Weed (Ground beds shrubs and shrub borders)	Every other week depending on rain and mulch
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

MAPLE LANE AND CRESTVIEW TRIANGLE

Description. The triangular area bounded by curb in the middle of the intersection of Maple Lane and Crestview Drive.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Cultivating	Once a month during growing season
Mulching	Once a year
Weed (Ground beds shrubs and shrub borders)	Every other week depending on rain and mulch

Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

MAPLE LANE AND WOODLAND DRIVE TRIANGLE

Description. The triangular area bounded by curb in the middle of the intersection of Maple Lane and Woodland Drive.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Cultivating	Once a month during growing season
Mulching	Once a year
Weed (Ground beds shrubs and shrub borders)	Every other week depending on rain and mulch
Pruning	Twice per season
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

RIDGEWOOD ENTRANCE AT PARK PLACE

Description. The area at the entrance to the Ridgewood Subdivision located at the intersection of Wolf Road and Park Place on the northwest corner. This area includes the area around the Ridgewood entrance sign to the back of the curb radius. The northern boundary ends at the tree line directly behind the Ridgewood sign.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks and curbs	Every other mowing
Cultivating	Once a month during growing season
Mulching	Once a year
Weed (Ground beds shrubs and shrub borders)	Every other week depending on rain and mulch

Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

5625 RIDGEWOOD ROW

Description: The Right of Way area between 5625 Ridgewood Drive and 5700 Ridgewood Drive from curb to fence at the rear of the property. This property is bounded by three fences and the driveway.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks and curbs	Every other mowing
Removal of litter, debris, and garbage	Every other week

RIDGEWOOD: FLAGG CREEK

Description: Maintenance access area on east side of Flagg Creek behind residential homes from Birch Lane south to end of subdivision.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Monthly
Edging walks and curbs	N/A
Removal of litter, debris, and garbage	Monthly

47TH STREET: PEDESTRIAN BRIDGE

Description: Area east of the pedestrian bridge bounded on the south by 47th and on the north by southern edge of gravel path.

Activity	Schedule
Inspection by maintenance superintendent	Quarterly
Mowing	Quarterly
Edging walks and curbs	N/A
Removal of litter, debris, and garbage	Quarterly

SODDING*

Description. This work shall consist of preparing the ground surface and furnishing and placing sod and other materials required in the sodding operations.

CONSTRUCTION REQUIREMENTS

Ground Preparation. The area to be sodded shall be finished, cleaned, all irregularities shall be smoothed out, depressions shall be filled, and the area shall be shaped trimmed and finished uniformly. All unsuitable material, debris, rubbish, and all stones less than 3in. in largest dimension, shall be removed from the area and disposed of by the Contractor before sodding operations are begun. Immediately prior but not in excess of 24 hours before the sod is placed, the soil surface shall be worked until it is free from debris, washes, gullies, clods and stones. The surface shall be worked to a depth of not less than 3 in. with a disk, tiller or at equipment approved by the Village. Prepared surface shall be finished to a smooth finish free of irregularities. Finished ground elevations shall allow for thickness of sod to match grade of existing turf or structures.

All soil surfaces shall be moist when the sod is placed. When directed by the Village, the Contractor shall be required to apply water to dry soil surfaces at minimum rate of 1 gal/sq yd immediately prior to placing the sod.

180 lb of fertilizer nutrients per acre shall be applied over the areas to be sodded at a 2:1:1 ratio as follows:

Nitrogen Fertilizer Nutrients	90lb/acre
Phosphorus Fertilizer Nutrients	45lb/acre
Potassium Fertilizer Nutrients	45lb/acre

Sodding Time. Sod shall be placed when the ground is in a workable condition and temperatures are less than 80 °F. Sod shall not be placed when the sod or ground surface is frozen.

Transportation. All sod shall be properly protected during transportation to maintain it in a live, healthy condition. Sod cut for more than 48 hours shall only be used with the approval of the Village. Any sod that has dried out, heated to over 100 °F, or is frozen prior to placing will be rejected and shall be immediately removed from the jobsite by the Contractor.

Placing Sod. The sod shall be placed on the prepared surface with the edges in close contact and alternate courses staggered.

In ditches, the sod shall be placed with the longer dimension perpendicular to the flow of water in the ditch. On slopes, starting at the bottom of the slope, the sod shall be placed with the longer dimension parallel to the contours of the ground. The exposed edges of sod shall be buried flush with the adjacent soil.

On slopes where the sod may be displaced during sodding operations, the workmen shall work from ladders or treaded planks.

Staking Sod. The sod shall be staked on all slopes of 1:2(V:H) or steeper. Sod shall be staked with not less than four stakes per sq yd with at least one stake for each piece of sod. Stakes shall be a minimum of 6 in. long. Stakes shall be installed so that they hold the sod firmly in place yet present no danger to pedestrians or mowing crews. The type of stake and the method of installation shall meet the approval of the Village.

Sod Watering. Within two hours after the sod has been placed, water shall be applied at a rate of 5-gal yd.

The Contractor shall have on hand enough equipment to completely water all sodded areas at the watering rate specified above. Water shall be obtained at the Public Works Yard and transported to the site by the contractor. Use of hydrants is not permitted.

All watering described shall be done with a spray application. The method of watering shall meet the approval of the Village.

Disposal of Surplus Material. Surplus and waste materials resulting from sodding operations shall be disposed of by the Contractor.

Method of Measurement. Sodding will be measured for payment in place and the area computed in square yards. To be acceptable, the sod shall be growing in place for a minimum of 45 days in a live, healthy condition and be knitted to the soil. When directed by the Village, any defective or unacceptable sod shall be removed, replaced and watered by the Contractor at his/her own expense. Only acceptable sod will be measured for payment.

Sod watering will not be measured for payment.

Fertilizer will not be measured for payment.

Basis of Payment. Sodding will be paid for at the contract unit price per square yard for SODDING.

SLIT SEEDING*

Description. This work consists of slit seeding areas as determined by the Village. Slit seeding shall be performed by mechanical means with equipment approved by the Village. A nominal quantity has been added to the Schedule of Prices to slit seed as conditions dictate. The Contractor will use a high-quality seed.

Basis of Payment. Slit seeding will be paid for at the contract unit price per acre as measured in the field for SLIT SEEDING for each occurrence, and shall be considered full compensation for all labor, materials, tools, and equipment to complete this work.

MOWING*

Description. This work consists of mowing areas outside of the limits of the pay items. A nominal quantity has been added to the Schedule of Bid Prices to cover unexpected mowing needs as the Village deems fit. It will also be used to deduct from a pay item if a significant area is deleted from a pay item and or no longer requires mowing. In addition, if the Village elects to change the maintenance class level of a particular pay item, payment can be either increased or decreased based upon the change.

Mowing and shall be done in a neat and orderly manner. Proper mowing patterns and equipment shall be employed to recycle grass clippings where possible. Excess clippings shall be removed as needed. All mower blades shall be kept sharp to prevent tearing of grass blades. No more than ⅓ of the grass blade

shall be removed at any one mowing operation. Mowing operation includes cleaning of grass clipping from all walks and drives.

Basis of Payment. Mowing will be paid for at the contract unit price per acre for MOWING for each occurrence, and shall be considered full compensation for all labor, materials, tools, and equipment to complete this work.

MULCHING*

Mulch Material shall be hardwood, uniform in size, color, quality and overall appearance. Mulch shall be free of material injurious to plant growth. Sources of mulch should be free of weeds and invasive plant parts or seeds. Sawdust, dirt, garbage, or other debris mixed in the mulch is not acceptable. Mulch should be applied in an even layer to a depth of 3 inches.

***These items are for additional work at the Village's request. The cost of sodding, mowing, silt seeding, and mulching required for items 1-39 should be included within each line-item cost.**

1. BASIC T&M RATES (FOREMAN LABOR)
2. BASIC T&M RATES (LABORER W/ HAND TOOLS)

NUMBERS 44 AND 45 COMBINED BELOW:

Extra work which is not included in the contract as pay items at unit prices and is not included in other items of the contract will be paid for on a time and materials basis. T&M work will not be started until authorization from the Village is received, which authorization shall state the items of work to be performed and the method of payment for each item. Work performed without such order will not be paid for.

- 1) Labor. For all labor and foremen in direct charge of the specific operations, the Contractor shall receive the actual rate for BASIC T&M RATES.
- 2) Materials. For materials accepted by the Village and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by the Contractor (exclusive of machinery rentals as hereinafter set forth), to which cost 15 percent will be added.
- 3) Equipment. For any machinery or special equipment (other than small tools) the use of which has been authorized by the Village, the Contractor shall use the rates submitted with the RFP package. Contractor must attach a listing of their available equipment complete with hourly rates. Specify if rate is for equipment only or if it includes operator. If the Contractor does not submit a listing of hourly rates, equipment will not be paid for in the execution of T&M work. The equipment should be of a type and size reasonably required to complete the extra work.
- 4) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- 5) Statements. No payment will be made for work performed on a T&M basis until the Contractor has furnished the Village with itemized statements of the cost of such T&M work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges.

However, if materials used on the T&M work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represented the actual cost to the Contractor.

Itemized statements at the cost of T&M work shall be detailed as follows:

- a. Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman. Rates used shall be the agreed unit prices for BASIC T&M RATES (FOREMAN LABOR) and BASIC T&M RATES (LABORER W/HAND TOOLS) respectively.
- b. Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
- c. Quantities of materials, prices and extensions.
- d. Transportation of materials.

A nominal quantity of man hours for BASIC T&M RATES has been included in the Schedule of Prices for the purposes of determining the lowest cost bid. Actual quantities paid shall be in accordance with the preceding guidelines.

RAILROAD PROTECTIVE LIABILITY INSURANCE

For railroad-highway grade separation work and selected at-grade crossings as indicated in the contract bid, the Contractor shall obtain Railroad's Protective Liability and Property Damage Liability Insurance according to the requirements specified hereinafter.

Upon receipt of Certificates of Insurance from the Contractor evidencing required insurance coverages, the Village will request approval of the insurance and permission to enter upon the Railroad's right of way from the Railroad and advise the Contractor of the approvals. The Contractor shall not enter upon the right of way of a Railroad for the performance of any maintenance work or work preparatory thereto until approval of the insurance has been received from the Village. Failure on the part of the Contractor to secure approval of the insurance shall be just cause for the cancellation of the award and forfeiture of the bid guaranty to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

The Contractor, with respect to the operations he/she or any Subcontractors perform, will be required to carry in the name of and on behalf of each Railroad involved, Railroad Protective Public Liability and Property Damage Liability Insurance (ISO Form) in limits not less than \$2,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$6,000,000 over the life of the policy. This insurance shall be according to the form provided for and to be furnished by the Village. Copies of this form will be furnished on request and no substitutes will be accepted. The Contractor shall furnish the Village the original and one certified copy of the policy.

Additionally, the contract is responsible for obtaining a BNSF Contractor Safety Orientation Card and must be able to present it at all times. The card can be obtained at bnsfcontractor.com.

Basis of Payment: The costs for providing insurance, as noted above, will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

APPROVAL OF INSURANCE: The ORIGINAL and one CERTIFIED copy of each required policy shall be submitted to:

Cori Norris
Burlington Northern Santa Fe Railroad Company
(817) 352-3414
Cori.Norris@BNSF.com

The contractor will be advised when approval of the insurance has been received from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Village evidence that the required railroad protective liability insurance has been approved by the railroad(s). The Contractor shall also provide the Village with expiration date of each required policy.

REGULATIONS

All work must comply with the building code and municipal code of the Village of Western Springs.

PUBLIC CONVENIENCE AND SAFETY

Interference with traffic movements and inconvenience to owners of abutting property and public shall be kept to a minimum. Any delays or inconveniences caused the Contractor by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed.

During all work operations, the Contractor will be required to provide, erect and maintain proper signage and barricades plus provide flagmen as necessary for safe traffic control.

All provisions relating to traffic control, signage, barricades and the use of flagmen shall be subject to the approval and the direction of the Village.

To ensure that safe and efficient traffic control and protection is provided at all times, the Contractor shall provide to the Owner the telephone number of his employee or agent who is responsible for traffic control and protection and shall confirm that this representative will be available at any time, day or night to correct add to or modify any traffic control devices or provisions to assure safe and efficient traffic operations.

The Contractor will not be allowed to close any street to through travel without prior approval of the Village. The Contractor is required to provide all warning signs, necessary to guarantee the safety of motorists and pedestrians during work.

This work will not be paid for separately but shall be considered as incidental to the Contract and no extra compensation will be allowed.

QUANTITIES

The Village of Western Springs reserves the right to make, at any time during work, changes in quantities, alterations in work and the performance of extra work to satisfactorily maintain Village properties. Such changes in quantities, alterations and extra work shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered. Re-negotiation of unit prices will not be considered.

The quantities presented in the Schedule of Prices are approximate and are used for the purpose of determining a bid. Payment shall be made based on actual work done.

GENERAL SPECIFICATIONS

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Bid Investigations

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Building Regulations

All work shall conform to the building codes in force in the Village.

Change in Scope of Work

The Village of Western Springs may request a seasonal change order based on seasonal needs and may order additional changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Village of Western Springs and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village of Western Springs in writing of this belief. If the Village of Western Springs believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be prepared and signed by the Village or its designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Collusion Among Contractors

Each contractor, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the contractors. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a contractor has interest in more than one bid for the work being solicited may result in rejection of all bids in which the contractor is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance with Freedom of Information Act Requests (FOIA)

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the CONTRACTOR shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the CONTRACTOR agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The CONTRACTOR also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The CONTRACTOR agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the CONTRACTOR further agrees to make all required withholdings and deposits, therefore. Such requirements shall be included by the CONTRACTOR in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The CONTRACTOR agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the CONTRACTOR agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the CONTRACTOR hereunder. Any complaint of such discrimination received by the CONTRACTOR shall be immediately forwarded to the PUBLIC AGENCY.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village of Western Springs shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village of Western Springs in a timely manner and at no additional cost to the Village of Western Springs. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the contractor certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of

default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workmen; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village of Western Springs may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village of Western Springs the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village of Western Springs.

Schedule of Deductions for Each Day of Default

<u>Original Contract Amount</u>		
from more than	to and including	calendar day
\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

If such default is not corrected within 7 days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove his equipment and materials from the job site with no damage to the improvements in place. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents,

employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Exceptions

Bids taking exception to any part or section shall indicate such exceptions to their submittals. Failure to indicate any exception will be interpreted as the contractor's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bids

The Village of Western Springs accepts no responsibility for any expense incurred by the contractor in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the contractor.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village of Western Springs, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Village of Western Springs may have.

Guaranty

A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Hours and Days of Work

No work will be performed at night or on Saturdays, Sundays or legal holidays without written approval of the Village. No work shall start before 7:30 A.M. nor continue beyond 7:00 P.M. daily. Notwithstanding the foregoing provisions, the Work shall be performed expeditiously by all appropriate means including working overtime without additional compensation under the terms of the contract.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless BNSF, the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against BNSF, the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of BNSF, the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against BNSF, the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

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

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- D. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis.
- E. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president

and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

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

A. General Liability and Automobile Liability Coverages

1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self- insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.
6. Burlington Northern Sante Fe Railroad shall be named as additional insured.

B. Workers' Compensation and Employers Liability Coverage

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

C. All Coverages

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

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

Non-appropriation

All funds for payment by the Village of Western Springs under this contract are subject to the availability of an annual appropriation for this purpose by the Village of Western Springs. In the event of non-appropriation of funds by the Village of Western Springs for the services provided under the contract, the

Village of Western Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village of Western Springs shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up contract specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Prevailing Wage

The Illinois Department of Labor confirmed that landscaping maintenance items are not required to be covered by the Prevailing Wage Act. Currently, all maintenance items in the contract do not fall under the Prevailing Wage Act.

Keep in mind that the Prevailing Wage Act will still apply if there is work that requires earth moving, grading, development of a new landscaping area, creation of a nature park, or removal of landscaping from an area in order to make it ready for construction.

Not less than the prevailing rate of wages as found by the Village of Western Springs or the Department of Labor or determined by the court on review shall be paid to all laborers, workmen and mechanics performing work under any of these items.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village of Western Springs may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of five (5) shall be required.

Renewal of Contract

Upon written agreement of both parties at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **FOUR (4)** successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

Responsibility for Work

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby;
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village of Western Springs, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village of Western Springs, its designees, or other authorized bodies.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village of Western Springs. Failure to abide by these regulations is a violation of this contract; and in addition, may subject the violator to civil penalties as prescribed in State law.

Storage

Equipment and material shall not be stored on any vacant private property or public property within the Village without written consent of the owner or agent of the land. A copy of the written consent shall be filed with the Village for permanent record.

Taxes

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate.

Termination

If the contract is terminated by a default of the Contractor and if the unpaid balance of the Contract Sum exceeds all the costs incurred by the Village in completing the work, which cost shall include but not be limited to expenses incurred by the Village in reposting the job, Village engineering fees and expenses, consultant fees and expenses, attorney's fees and costs; such excess shall be paid to the Contractor when the work is completed. If the costs of completing the job exceed the unpaid balance due the Contractor, the Contractor shall pay the difference to the Village of Western Springs, or the difference may be deducted from the amount owed the Contractor by the Village of Western Springs. The amount due either the Contractor or the Village, as the case may be, shall be certified by the Village Engineer or the Director of Municipal Services, and this certification shall be binding on all parties and the obligation for payment shall survive the Notice of Termination of this contract.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the contractor's lack of responsiveness. Further, if the format of the contractor's submittal is prescribed in the bid documents and the contractor fails to follow that format, this may be construed as an indication of the contractor's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until

satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Instructions for Submittal

Bids shall be submitted in an opaque, sealed envelope plainly marked with the words:

2024 Landscaping Services Contract

and shall be delivered by hand to a drop box or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on the **SECOND** day of **APRIL 2024**.

Bids received after the time for opening will not be considered.

Bids must be signed by an authorized official of the contractor's organization, and the name of the official and his title typed below the signature. If the submitter is a corporation, the corporate seal must be affixed.

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS (\$500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within FORTY-FIVE (45) days after the submittal of bids withdraws their bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Deposits may be held for a period not exceeding FORTY FIVE (45) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bids, and to make award on that bid, which, in its opinion, is most advantageous to the Village.

The successful contractor will be required to furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contract sum. Execution of the Contract by the Village is contingent upon receipt of acceptable Performance and Payment Bonds and Insurance Certificates.

The Village reserves the right to require of any contractor, such information necessary to satisfy the Village of the bid's qualifications and to withhold formal signing of the contract until such information is received.

The successful contractor will be required to execute a contract in the form prescribed by the Village and must certify that the contractor is eligible to enter into public contracts under the Illinois Criminal Code, has a written sexual harassment policy and complies with Illinois Department of Revenue policies regarding taxes by executing the Certification attached hereto as "**Exhibit A**" and made a part hereof.

Contractors will be required to comply with all applicable laws including those relating to the employment of labor and the Illinois Prevailing Wage Act and payment of the applicable prevailing wage.

This contract will be awarded without discrimination in compliance with all applicable local state and federal laws.

Responsibility of the contractor will be determined by factors in addition to financial responsibility, such as past records of its or other entities' transactions with the Village of Western Springs, experience, ability to work cooperatively with the Village and its Administration, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations, such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

Reserved Rights: The Village of Western Springs reserves the right to seek clarification of information submitted by any consultant(s) in response to this RFP and/or to request additional information from the consultants during the evaluation process.

The Village of Western Springs reserves the right, at any time and for any reason, to cancel this consultant procurement process, to reject any or all bids, to accept an alternative bid or to waive any technical compliance issues with the bids.

Incurred Costs and Submitted Bids: The Village of Western Springs will not be liable in any way for any costs incurred by consultants in replying to this RFP or any part of the procurement process. The submitted Bids shall become public records of the Village upon receipt by the Village and shall not be returned to the consultant.

Communications: During the selection process, any communication regarding this RFP must be by email and directed to: **Diana Puga, Municipal Services Coordinator, at: dpuga@wsprings.com**. Responses to any emailed questions will be shared with all parties who request an RFP and who provide the Village with their email contact information. In addition, all emailed questions and answers shall be posted on the Village website.

Anticipated Bid Schedule:

The Village expects to adhere to the following time schedule, but may extend the time schedule for any reason, with or without advance public notice: Any changes to the schedule shall be posted on the Village's website and notice of such changes shall be sent by email to each consultant who submits a Bid to the RFP:

Issue RFP:	March 15, 2024
Pre-Submittal Meeting:	11:30 AM on March 21, 2024
Bids Due Date:	10:00 AM on April 2, 2024
Village Board Selection of Qualified, Responsive Consultant	April 8, 2024
Begin Contract	May 1, 2024

The Village may issue one or more addenda to the RFP and may extend the above time schedule to allow the consultants to prepare and submit supplemental materials in response to the addenda.

Location of RFP and Addenda: A copy of this RFP can be examined or obtained on the Village's website (www.wsprings.com/bids) under the following tab: Professional Services. You are encouraged to check the Village's web site prior to submitting a Bid to ensure that you are responding to the current version of the RFP and to any issued addenda.

View Landscaping Photos at the following link. If you are having issues viewing or would like the link emailed to you, reach out to dpuga@wsprings.com.

<https://wsprings.sharepoint.com/:f:/s/PublicWorks/EkW2S1C7hM1EhjKSeQxrCB4Bnp4HqNbQAR9tmqcWrmYzJw>

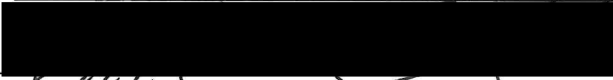
Selection Process

While this is a competitively solicited RFB, the lowest price bid may or may not be selected as the Village Board, in its sole discretion, shall determine and select the most qualified, responsive bid. If the lowest priced bid is not deemed to be the most qualified, the Village Board reserves the right to reject all bids and re-post the Project or to reject all bids, waive the competitive bid process and negotiate an agreement with the consultant who was determined to be the most qualified, responsive consultant to submit a bid. The Village Board, in its sole discretion, also reserves the right to consider and select any bid it determines to be the most qualified, responsive contractor to if doing so best serves the needs and interests of the Village and its residents and property owners. Each consultant who submits a bid agrees to hold its pricing for the Project for a ninety (90) calendar day period after the submitted bids are opened by the Village for purposes awarding the contract or negotiating a PSA with the consultant who was determined to be the most qualified, responsive consultant to complete the Project. This RFB shall be processed in accordance with Section 1-13-6 (Purchases and Purchasing Agent) of the Village Code and 65 ILCS 5/8-1-7.

All Bids will first be evaluated to determine if they are complete and meet the requirements specified in this RFB, and those that do will be further evaluated to establish a ranking of all firms that meet the criteria. Any submittals that do not meet the minimum requirements of the RFB shall not be eligible to continue to participate in the RFB process and shall receive a disqualification letter from the Systems Administrator or their designee.

Bidders are encouraged to submit information that demonstrates previous experience with municipalities or similar such work that shall meet the scope of this contract. Additional information pertaining to the contractor's capabilities including equipment, crew size, and any other such information that demonstrates the firm as a qualifier bidder are highly encouraged.

Bidder Information

Name of Bidder: Beary Landscape Management, LLC
Address: 4627 Elm Ave. Brookfield, IL 60513
Telephone No. 708-290-7100 Fax No. 708-290-7070
Email: DAnderson@bearylandscaping.com
Signature: 
Name and Title: (Please Print) Dwight Anderson- Business Development
Date: 03/18/2024

**REFERENCES
(FIVE REFERENCES ARE THE MANDATORY MINIMUM)**

Name of Organization: Village of Bellwood
Year of Contract: 2018 - Present
Contact Name: Jim Stock
Telephone No: 630-707-2374
Email Address: cinspector@vil.bellwood.il.us

Name of Organization: DuPage Water Commission
Year of Contract: 2016 - Present
Contact Name: Michael Weed
Telephone No: 630-834-0100
Email Address: weed@dpwc.org

Name of Organization: Flagg Creek Water Reclamation
Year of Contract: 2016 - Present
Contact Name: Robert McCarthy
Telephone No: 630-323-3299
Email Address: bmccarthy@fcwrd.org

Name of Organization: Village of Glen Ellyn
Year of Contract: 2021 - present
Contact Name: Max Brown
Telephone No: 630-742-3268
Email Address: mbrown2@glenellyn.org

Name of Organization: City of Lockport
Year of Contract: 2008 - present
Contact Name: Jenise Lopez
Telephone No: 815-838-0549
Email Address: jlopez@lockport.org

Supporting Documentation

Include any supporting documentation that demonstrates the firms ability to complete the contract specifications.

[ATTACH SUPPORTING DOCUMENTATION HERE]

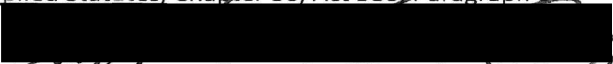
Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that 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 grantee's of Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, 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) the grantee's or 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 contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 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.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6


Dwight Anderson - Beary Landscaping, LLC

Contractor
Date: 03/08/2024

Attest 


CONTRACTOR'S CERTIFICATION REGARDING
NON-PAYMENT OF COMPENSATION

Beary Landscape Management, LLC hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.


Dwight Anderson - Beary Landscaping, LLC
Contractor

DATED: 03/18/24

ATTEST: 



AGREEMENT

This Agreement (the "Agreement") made this the 18th day of March in the year **2024** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and Beary Landscape Management, LLC (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the "Party" and, collectively, as the "Parties".

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the Landscaping Services as set forth in the contract requirements for landscaping services, a copy of which is attached here to as exhibit A dated March 14, 2024, and as agreed to in the Contractor's Bid dated 3/18/24.
2. The Contractor agrees to commence the Work on or before **MAY 1, 2024**, and on April 1 in consecutive contract years, and will officially, diligently and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion by **DECEMBER 31, 2024**.
3. The Village shall pay the Contractor for the performance of the Work to complete the 2024 Landscape Services Contract total dollar amount not to exceed \$45,148.00 in accordance with the Contractor's Bid dated 3/18/24, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly in accordance with the provisions of the Local Government Prompt Payment Act.
4. The Contractor represents and warrants that it will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:
 - A. Legal Notice (Advertisement for Bids) published on **March 15, 2024**.
 - B. Instructions for Submittal dated **March 15, 2024**.
 - C. Contractor's Bid dated **March 15, 2024**.
 - D. Contractor's bid bond submitted by Dwight Anderson in the amount of \$ 500.00 dated **April 2, 2024**.

- F. General Specifications and all additional provision **April 2, 2024.**
- G. Contractor's Drug Free Workplace Certification dated **April 2, 2024.**
- H. Contractor's Certification Regarding Non-Payment of Compensation dated **April 2, 2024.**
- I. Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
- J. Required Performance and Payment Bonds provided by the Contractor.
- K. Required Insurance Certificates provided by the Contractor.

All of the contract documents are a part of this Agreement as if attached hereto or repeated herein.

This agreement executed on the day and year first written above.

Contractor:

Village of Western Springs

By: Dwight Anderson - Business Dev.
(Name and Title)

By: _____
Heidi Rudolph, Village President

*Corporate Seal of corporation

*Village Seal

Attest:

By: Kim Partekel - Compliance Manager
(Name and Title)

By: _____
Elaine Haeske, Deputy Village Clerk

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Beary Landscaping Inc.
15001 W 159th Street
Lockport, IL 60491

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558-1409

BOND AMOUNT: \$500.00 Five Hundred Dollars and 00/100

PROJECT:

(Name, location or address, and Project number, if any)

2024 Landscape Services. 740 Hillgrove Avenue, Western Springs, IL 60558.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of March, 2024.

(Witness)

(Witness) Hina Azam

Beary Landscaping Inc.

(Principal)

(Seal)

By:

(Title)

Berkley Insurance Company

(Surety)

(Seal)

By:

(Title) William Reidinger, Attorney-in-Fact



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BJ-SurePath-a

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: William Reidinger

Surety Bond No.: Bid Bond
Principal: Beary Landscaping Inc.
Obligee: Village of Western Springs
Amount of Bond: See Bond Form

Marsh & McLennan Agency, LLC
Schaumburg, IL

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of July, 2019.

(Seal)  Attest: 
By 
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By 
Jeffrey M. Hafter
Senior Vice President

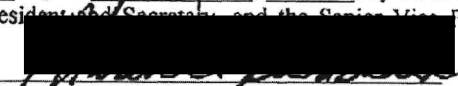
STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of July, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024


Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 21st day of March, 2024.

(Seal) 


Vincent P. Forte

EXHIBIT A

**CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS
BY THE CONTRACTOR**

I, Dwight Anderson, having been first

duly sworn, depose and state that I am the

Business Deleopment Manager

(insert "sole owner "partner", "president"," other" proper title)

and the authorized agent of Beary Landscape Management, LLC, which has submitted a bid to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the Landscape Maintenance Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.
2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.
3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,
 1. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
 2. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.
4. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
 1. In compliance with the Veterans Preference Act (330 ILCS 55/).
 2. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:
 - (a) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (b) If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire

for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(c) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(d) Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(e) Submit reports as required by the Illinois Department of Human Rights, 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 Illinois Human Rights Act and the Department's Rules and Regulations.

(f) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(g) 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 are maintained. As used in this section, the term "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.

3. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
4. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
5. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).
6. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in

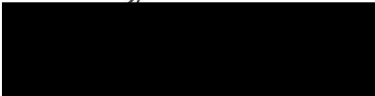
its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

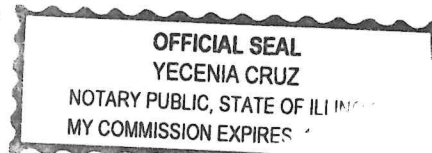
By: 

Name: Dwight Anderson

Title: Authorized Agent of Contractor

Subscribed and Sworn to Before Me This 21st Day Of March, 2024.


(Notary Public )





AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: January 13, 2025

AGENDA ITEM D.1.e.

To: Properties and Recreation Committee

From: Diana Puga, Municipal Services Coordinator

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager

RE: Tree Removal Services - Desiderio Landscaping & Tree Removal LLC Contract Renewal

Recommendation

Review and recommend approval to the Village Board the renewal letter from Desiderio Landscaping & Tree Removal, LLC, for the Village's Tree Removal Services.

Summary

Attached for the Committee's review and approval is a renewal letter from Desiderio Landscaping & Tree Removal, LLC for the Village's Tree Removal Services. This will be the second renewal for the contract, which was awarded by the Village Board on March 20, 2023, in an amount not to exceed \$75,000.00.

Financial Impact

The contract with Desiderio Landscaping & Tree Removal LLC in an amount not to exceed of \$75,000.00.

Recommended Motion

I move to recommend to the Village Board of Trustees the approval of the second renewal of the Tree Removal Services Contract for a one-year period with Desiderio Landscaping & Tree Removal LLC in an amount not to exceed \$75,000.00.

Strategic Plan Alignment

N/A

File Attachments

1. 2025 Contract Renewal - Desiderio Landscaping
2. Desiderio Parkway Tree Removal



VILLAGE OF WESTERN SPRINGS

740 Hillgrove Avenue • Western Springs, IL 60558 • 708.248.1800

wsprings.com

VILLAGE PRESIDENT

Heidi Rudolph

January 8, 2025

VILLAGE TRUSTEES

James Tyrrell
Nicole Chen
Alan Fink
Scott Lewis
Amy Avakian
Philip Nawrocki

Mr. Juan Desiderio
Desiderio Landscaping & Tree Removal LLC.
17258 E. 12000 N. Rd
Grant Park, IL 60940

VILLAGE CLERK

Edward Tymick

Ref: Contract Renewal-Tree Removal

VILLAGE MANAGER

Ellen Baer

Dear Mr. Desiderio,

This letter is to confirm that the Village of Western Springs will renew the
2025 Tree Removal Contract

DEPUTY MANAGER

Casey Biernacki

By signing and returning this document, you are accepting the 2025 Contract with the same specifications and rates.

DIRECTORS

Patrick Schramm
Matthew Supert
Aleks Briedis
Jeff Koza
John Mastandona
Sean Gilhooley
Heather Valone
Brian Scott

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email jpesek@wsprings.com.

Respectfully submitted,

Director of Municipal Services

Name (printed) Juan Desiderio

Signature Juan Desiderio

Title owner

Date 1-8-2025



THE VILLAGE OF WESTERN SPRINGS



CONTRACT REQUIREMENTS FOR 2023 PARKWAY TREE REMOVAL

Thursday, March 2, 2023
10:30 A.M. PREVAILING LOCAL TIME

TABLE OF CONTENTS

LEGAL NOTICE.....	2
INSTRUCTIONS TO BIDDERS	3
PROPOSAL	5
SCHEDULE OF BID PRICES	7
SPECIAL SPECIFICATIONS	8
GENERAL SPECIFICATIONS	10
Acceptability of Work	10
Assignment	10
Bidder Investigations.....	10
Building Regulations	10
Collusion Among Bidders.....	11
Employment Discrimination	12
Contractor Personnel	12
Debarment	12
Default Clause	13
Exceptions	14
Expenses Incurred in Preparing Bid.....	14
Failure to Deliver.....	14
Guaranty	14
Hours and Days of Work	14
Indemnification.....	15
Nonappropriation	18
Oral Statements	18
Permits, Licenses.....	19
Prevailing Wage.....	19
Protection and Restoration of Property	19
References.....	19
Renewal of Contract	20
Responsibility for Construction - Safety, Shoring, Scaffolding and Construction Methods	20
Smoking Policies.....	21
Storage	21
Termination.....	21
Unnecessarily Elaborate and Unresponsive Submittals.....	21
Waivers of Lien	21
CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION	23
AGREEMENT	26

LEGAL NOTICE

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following:
2023 PARKWAY TREE REMOVAL

Bids will be received until 10:30 A.M. Prevailing Local Time on the **2nd DAY OF MARCH 2023** by mail or delivered by hand to the Office of the Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened and read aloud. Bids shall be submitted in an opaque, sealed envelope plainly marked with the title of the contract.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents at the Western Springs Village Hall, 740 Hillgrove Avenue, Western Springs, Illinois or at www.wsprings.com/bids.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars (\$500), which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of his bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Bidders will be required to comply with all laws including those related to the employment of labor and the payment of local prevailing wage rates, if applicable.

Each bidder shall satisfy the Village as to his ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any and all applicable bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS
By Ed Tymick, Village Clerk

Published in the Chicago Sun-Times Newspaper on February 15, 2023.

cc: Ellen Baer, Village Manager
Elaine Haeske, Deputy Village Clerk

INSTRUCTIONS TO BIDDERS

VILLAGE OF WESTERN SPRINGS

DATE: February 15, 2023

Proposals to be entitled to consideration must be made in accordance with the following instructions:

Proposals shall be submitted in an opaque, sealed envelope plainly marked with the words:

2023 PARKWAY TREE REMOVAL
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:30A.M.** Prevailing Local Time on the **2nd** day of **MARCH 2023**, after which time and at such place all bids will be publicly opened and read aloud.

Proposals received after the time for opening will not be considered.

Proposals must be signed by an authorized official of the Contractor's organization, and the name of the official and his title typed below the signature. If the bidder is a corporation, the corporate seal must be affixed.

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS (\$500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within SIXTY (60) days after the opening of bids withdraws his bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding SIXTY (60) days.

The Village reserves the right to reject any and all bids, to waive any informalities in bidding, to hold all proposals for a period of SIXTY (60) days, and to make an award on that bid which, in its opinion, is most advantageous to the Village.

The successful bidder will be required to furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contract sum. Execution of the Contract by the Village is contingent upon receipt of acceptable Performance and Payment Bonds and Insurance Certificates.

The Village reserves the right to require of any bidder, such information necessary to satisfy the Village of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

The successful bidder will be required to execute a contract in the form prescribed by the Village and must certify that the bidder is eligible to enter into public contracts under the Illinois Criminal Code, has a written sexual harassment policy and complies with Illinois Department of Revenue policies regarding taxes by executing the Certification attached hereto as "Exhibit B" and made a part hereof.

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the payment of local prevailing wage rates.

This contract will be awarded without discrimination in compliance with all applicable local state and federal laws.

Responsibility of the bidders will be determined by factors in addition to financial responsibility, such as past records of its or other entities' transactions with the Village of Western Springs, experience, ability to work cooperatively with the Village and its Administration, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations, such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities, and resources.

Before submitting proposals, bidders should visit the site of the proposed work, and verify all site conditions and also conditions under which said work must be conducted.

Submission of a Proposal implies that the bidder is fully conversant with all requirements of General Specifications, Special Provisions, Map, and site conditions. No claim for additional compensation will be considered or paid because of the Contractor's negligence or failure to be so informed.

PROPOSAL

TO: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: **PARKWAY TREE REMOVAL**

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions, and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of the Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work by **APRIL 10, 2023, or before**, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement. As the weather is the significant factor in determining when the service is necessary, the Village will notify the Contractor as to when maintenance is to begin, based upon weather conditions.

7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work, and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service, and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

3/1/2023
Date

Vin N. D. Desiderio
Proposed Contractor (Bidder)

Jose Cruz Perez
Witness

**EXHIBIT A
SCHEDULE OF BID PRICES
2023**

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

Tree DBH	Estimated % (based on 2022)	Unit Price (per inch at DBH)	Stump & Chip Removal (flat rate)	Emergency Removal Unit Price (per inch at DBH)
6"-12"	32%	\$ 15. ⁰⁰	\$ 95. ⁰⁰	\$ 18. ⁰⁰
13"-24"	50%	\$ 25. ⁰⁰	\$ 195. ⁰⁰	\$ 32. ⁰⁰
25"-36"	16%	\$ 33. ⁰⁰	\$ 225. ⁰⁰	\$ 40. ⁰⁰
37"- plus	2%	\$ 42. ⁰⁰	\$ 225. ⁰⁰	\$ 48. ⁰⁰

On Call Emergency Work	Cost (per hour)
2 workers, chipper truck with chipper	\$ 300. ⁰⁰
1 worker, aerial lift truck	\$ 225. ⁰⁰
1 worker, log loader	\$ 175. ⁰⁰
1 worker, semi- tractor trailer	\$ 175. ⁰⁰
1 worker, crane	\$ 225. ⁰⁰
Per Worker	\$ 80. ⁰⁰

CONTRACTOR

Desiderio Landscaping LLC

ADDRESS

17258 E. 12000 N Rd

Grant Park Il 60940

PHONE NUMBER

(708) 712-0036

FAX NUMBER

(708) 433-0374

SPECIAL SPECIFICATIONS
PARKWAY TREE REMOVAL

Description of the Work

It is the intent of this specification to provide for the removal of dead, dangerous, or diseased trees from the Village parkway. The primary concern is the prompt and efficient removal of trees infected with Dutch Elm disease.

This work must be accomplished in accordance with the following specifications:

1. The Village of Western Springs will accept quotations from licensed, professional forestry firms for the removal of parkway trees. Each proposal must be accompanied by a letter from the bidder's insurance and bonding company stating that the required coverage will be provided upon award of a contract.
2. The Department of Public Works – Forestry will designate the trees to be removed and the streets that may be temporarily blocked off. The streets, however, will be opened at the end of the day and all debris, including grindings, shall be removed from the job site the same day as removal. Barricades will not be permitted on the parkways. Sidewalks shall be barricaded.
3. This work shall be done between 7:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.
4. The quotations shall be on a cost-per-inch DBH for each size class (see Schedule of Bid Prices) and shall include the removal and proper disposal of all debris and a complete daily clean-up of the work area.
5. Stumps shall be removed to a minimum depth of 8" below grade on the day of tree removal. The entire root flair and all surfacing roots within 2' of the edge of the removed stump shall also be removed. Stump chips shall be removed the same day grinding occurs.
6. All work shall be in accordance with safety requirements as set forth in the American National Standards Institute Standard Z.133.1.
7. THE CONTRACTOR WILL NOT BE ALLOWED TO DROP TREES LARGER THAN 15" DBH WITHOUT TOPPING THE CROWNS TO A SINGLE SHAFT. BUMPER LOGS WILL ALSO BE USED TO MINIMIZE DAMAGE TO CURBS AND STREETS.
8. The Village will conduct regular surveys and shall provide the Contractor with a list of trees to be removed. The contractor must remove all trees on the list within

ten (10) working days, excluding holidays and weekends, of receipt of the list. If newly infected trees are located adjacent to work areas, they may be added to the current list at the discretion of the Village. Due to the public health and safety concerns with diseased trees, if the work is not completed within ten (10) working days of receipt of the list, the Contractor agrees that a reduction to the invoiced fee for the work is reasonable and further agrees that the fee reduction shall be withheld and retained by the Village as a non-performance penalty in accordance with the following schedule: (a) if the work is completed within 11 to 15 working days of the receipt of the list, the Contractor agrees that 10% of the invoiced fee for the work shall be withheld and retained by the Village as a non-performance penalty; (b) if the work is completed within 16 to 20 working days of the receipt of the list, the Contractor agrees that 20% of the invoiced fee for the work shall be withheld and retained by the Village as a non-performance penalty; and (c) if the work is completed within 21 to 25 working days of the receipt of the list, 30% of the invoiced fee for the work shall be withheld and retained by the Village as a non-performance penalty.

9. The contractor will provide all necessary equipment and personnel to complete removals in a timely and safe manner.
10. No vehicle of any kind shall be placed, parked, or operated upon or over sodded areas at any time except as authorized by the Superintendent of Public Works or their designee.
11. All work must satisfy the requirements of these specifications as interpreted by the Superintendent of Public Works, or their designee. The working agreement may be canceled by either the Village or the Contractor on twenty-four (24) hour notice.
12. The Village reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary. The Village reserves the right to request any or all chippings to be delivered to the Public Works yard located at 1440 Hillgrove Avenue in the Village. In addition to the work assigned by the Public Works Superintendent or their designee, the Village requires the contractor to be available to perform emergency services as deemed necessary by the **Public Works Superintendent or their Designee**. The expected response time shall be two (2) hours. If the response time of two (2) hours is not met, the contractor's hourly emergency response cost per hour shall be charged against an invoice received by the Village.

GENERAL SPECIFICATIONS

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Building Regulations

All work shall conform to the building codes in force in the Village.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Village of Western Springs and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village of Western Springs in writing of this belief. If the Village of Western Springs believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of

the work by thirty (30) days or more, a written determination must be prepared and signed by the Village or its designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the **Village**. **Further, no single change order, or accumulation of changes to the base contract amount, can exceed 50% of the total cost of the base contract Fixed Fee or Not to Exceed amount even if the total value of the change order or accumulation of changes is less than \$ 10,000.**

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance With Freedom Of Information Act Requests

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the CONTRACTOR shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the CONTRACTOR agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The CONTRACTOR also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The CONTRACTOR agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the CONTRACTOR further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the CONTRACTOR in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The CONTRACTOR agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the CONTRACTOR agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the CONTRACTOR hereunder. Any complaint of such discrimination received by the CONTRACTOR shall be immediately forwarded to the PUBLIC AGENCY.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village of Western Springs shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village of Western Springs in a timely manner and at no additional cost to the Village of Western Springs. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workmen; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village of Western Springs may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village of Western Springs the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village of Western Springs.

Schedule of Deductions for Each Day of Default

Original Contract Amount

from more than	to and including	calendar day
\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

If such default is not corrected within 7 days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove his equipment and materials from the job site with no damage to the improvements in place. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village of Western Springs accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village of Western Springs, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Village of Western Springs may have.

Guaranty

A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Hours and Days of Work

No work will be performed at night or on Saturdays, Sundays or legal holidays without written approval of the Village. No work shall start before 7:30 A.M. nor continue beyond 7:00 P.M. daily. Notwithstanding the foregoing provisions, the Work shall be performed expeditiously

by all appropriate means including working overtime without additional compensation under the terms of the contract.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against BNSF, the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

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

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."

D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

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

B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

D. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis.

E. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

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

A. General Liability and Automobile Liability Coverages

1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.

2. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and

trustees, agents, employees, attorneys and volunteers. Any insurance or self- insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.

4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

6. Burlington Northern Sante Fe Railroad shall be named as additional insured.

B. Workers' Compensation and Employers Liability Coverage

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

C. All Coverages

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

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each

insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

Nonappropriation

All funds for payment by the Village of Western Springs under this contract are subject to the availability of an annual appropriation for this purpose by the Village of Western Springs. In the event of nonappropriation of funds by the Village of Western Springs for the services provided under the contract, the Village of Western Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village of Western Springs shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Prevailing Wage

The Illinois Department of Labor confirmed that tree removal does not fall under the Prevailing Wage Act. Keep in mind that the Prevailing Wage Act will still apply if there is work that requires earth moving, grading, creation of a nature park, or removal of trees from an area in order to make it ready for construction. Not less than the prevailing rate of wages as found by the Village of Western Springs or the Department of Labor or determined by the court on review shall be paid to all laborers, workmen and mechanics performing work under this contract.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village of Western Springs may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of five (5) shall be required.

Renewal of Contract

Upon written agreement of both parties at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **Four (4)** successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

Responsibility for Work

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby;
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the side; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village of Western Springs, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village of Western Springs, its designees, or other authorized bodies.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village of Western Springs. Failure to abide by these regulations is a violation of this contract; and in addition may subject the violator to civil penalties as prescribed in State law.

Storage

Equipment and material shall not be stored on any vacant private property or public property within the Village without written consent of the owner or agent of the land. A copy of the written consent shall be filed with the Village for permanent record.

Taxes

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate.

Termination

If the contract is terminated by a default of the Contractor and if the unpaid balance of the Contract Sum exceeds all the costs incurred by the Village in completing the work, which cost shall include but not be limited to expenses incurred by the Village in rebidding the job, Village engineering fees and expenses, consultant fees and expenses, attorney's fees and costs; such excess shall be paid to the Contractor when the work is completed. If the costs of completing the job exceed the unpaid balance due the Contractor, the Contractor shall pay the difference to the Village of Western Springs, or the difference may be deducted from the amount owed the Contractor by the Village of Western Springs. The amount due either the Contractor or the Village, as the case may be, shall be certified by the Village Engineer or the Director of Municipal Services, and this certification shall be binding on all parties and the obligation for payment shall survive the Notice of Termination of this contract.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the

Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that 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 grantee's of Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, 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) the grantee's or 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 contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 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.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

Desiderio Landscaping LLC.
Contractor
Date: 3/1/2023 Attest Vivian M. Desiderio

CONTRACTOR'S CERTIFICATION REGARDING
NON-PAYMENT OF COMPENSATION

Viri U. Desiderio hereby certifies that
neither it nor any of its affiliated companies, nor any of its agents, employees or
representatives offered or paid any type of compensation or commission to any third party,
including any official of the Village of Western Springs, Illinois, to influence the Village of
Western Springs.

Desiderio Landscaping LLC.
Contractor

DATED: 3/1/2023

ATTEST:

Viri U. Desiderio

References

City of Chicago Heights
Alex Gutierrez- (708)756-5300

City of Champaign
Andrew Lamoreux-(217)403-4700

Village of Steger
Dave Toepper
(708)755-3888

Village of Burr Ridge
David Preissig
(630)654-8181

City of Alsip
Janet Simmonds
(708)385-6902

Village of Western Springs
 Parkway Tree Removal Bid Opening Sign in Sheet
 Thursday, March 2, 2023 – 10:30 AM

	Name	Company	Phone	Email
1	Ryan Countryman	Homer Tree	815.693.7439	Ryan @ homertree.com
2	Cruz Pérez	Desiderio Land Tree	708 921-1807	Cruz @ desiderio-landscaping.com
3				
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Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Desiderio Landscaping LLC	
2 Business name/disregarded entity name, if different from above 17258 E 12000 N Rd Grant Park IL 60940	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
4	6		-	1	4	9	9	1 3 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Desiderio</i>	Date ► <i>5/10/23</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

AGREEMENT

Agreement made this the **27TH** day of **MARCH** in the year **2023** by and between the **Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558** hereinafter called "Village" and hereinafter called "Contractor".

The Village and Contractor agree as set forth below:

1. The Contractor, for the consideration hereinafter set forth, hereby agrees to and with the Village, that it will furnish and provide all labor, materials, equipment and services and do all else required to provide for **Parkway Tree Removal as set forth in the contract requirements for parkway tree removal, a copy of which is attached here to as exhibit 1.**
2. The Contractor agrees that he will be available to commence work on or before **APRIL 10, 2023** and will officially, diligently and expeditiously conduct the work in a manner so as to assure completion by **DECEMBER 31st, 2023.**
3. The Village shall pay the Contractor for the performance of the Project work based on the Schedule of Bid Prices dated **MARCH 2, 2023**, a copy of which is attached hereto and incorporated into this **Agreement as Exhibit A**, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly in accordance with the provisions of the Local Government Prompt Payment Act.
4. The Contractor represents and warrants that he will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall embrace and include all the contract documents which are as follows:
 - A. Legal Notice (Advertisement for Bid) published on **FEBRUARY 15, 2023**
 - B. Instructions to Bidders dated **FEBRUARY 15, 2023.**
 - C. Proposal dated **FEBRUARY 15, 2023.**
 - D. Schedule of Bid Prices submitted by _____ dated **MARCH 2, 2023** (EXHIBIT A)
 - E. Specifications
 - F. Special Provisions dated **MARCH 2, 2023.**
 - G. General Specifications dated **MARCH 2, 2023.**

- H. Contractor's Drug Free Workplace Certification dated **MARCH 2, 2023.**
- I. Contractor's Certification Regarding Non-Payment of Compensation dated **MARCH 2, 2023.**
- K. Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
- L. Required Performance and Payment Bonds.
- M. Required Insurance Certificates.

All of the above contract documents are made a part of this Agreement and are incorporated herein by reference or attached hereto.

This agreement executed on the day and year first written above.

Contractor:

Village of Western Springs

By: _____
(Name and Title)

By: James Tyrrell
James Tyrrell, Village President Pro Tem

*Corporate Seal of Corporation

*Village Seal

Attest:

By: _____
(Name and Title)

By: Elaine Haeske
Elaine Haeske, Deputy Village Clerk

- H. Contractor's Drug Free Workplace Certification dated **MARCH 2, 2023.**
- I. Contractor's Certification Regarding Non-Payment of Compensation dated **MARCH 2, 2023.**
- K. Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
- L. Required Performance and Payment Bonds.
- M. Required Insurance Certificates.

All of the above contract documents are made a part of this Agreement and are incorporated herein by reference or attached hereto.

This agreement executed on the day and year first written above.

Contractor:

Village of Western Springs

By: *Kevin M. Desiderio*
(Name and Title) Office Manager

By: _____
Alice Gallagher, Village President

*Corporate Seal of Corporation

*Village Seal

Attest:

By: _____
(Name and Title)

By: _____
Elaine Haeske, Deputy Village Clerk

EXHIBIT B

CERTIFICATION BY THE CONTRACTOR

I, Viridiana M. Desiderio, having being first duly sworn, depose and state that I am the Office Manager
(insert "sole owner", "partner," president," or other proper title)
and the authorized agent of Desiderio Landscaping LLC, which has submitted a proposal to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the Parkway Tree Removal in the Village of Western Springs, and hereby certify on behalf of said company as follows:

1. That said company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

2. That said company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.

3. That said company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,

- (a) is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
- (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.

Viridiana M. Desiderio
Signature of Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 1st Day
Of March 2023
Alejandra M. Padilla
Notary Public



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A CHANGE ORDER
INVOLVING A/AN [(INCREASE/DECREASE) IN THE CONTRACT
PRICE OF \$10,000 OR MORE]/[(EXTENSION/SHORTENING) OF THE
TIME IN WHICH THE CONTRACT IS TO BE COMPLETED BY THIRTY
DAYS OR MORE] (_____ CONTRACT)**

WHEREAS, pursuant to Illinois Compiled Statutes, Chapter 720, Act 5, Section 33E-9, units of local government are required to make specific findings prior to authorizing any change order relative to a contract which would increase or decrease the dollar amount of the contract by \$10,000 or more, would extend or shorten the time in which the contract is to be completed by thirty (30) days or more; and

WHEREAS, staff has presented and recommended the proposed change order to the contract between the Village of Western Springs and _____, attached hereto as Exhibit "A" and made a part hereof, to the Corporate Authorities of the Village of Western Springs; and

WHEREAS, said change order attached hereto as Exhibit "A" would [(increase/decrease) the contract price by \$_____] [(extend/shorten) the time period in which the contract is to be completed by _____ days];

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, as follows:

Section 1: That after reviewing the explanation of staff as to the necessity of and reasons for the change order attached hereto as Exhibit "A", the President and Board of Trustees find as follows:

- A. That the circumstances which necessitated said change order were not reasonably foreseeable at the time the contract was entered into.

- B. That the basis of the change order is germane to the contract.
- C. That it is in the best interests of the Village of Western Springs to approve the change order in its proposed form.

Section 2: That having made the findings set forth in Section 1 above, the President and Board of Trustees hereby approve the change order attached hereto as Exhibit "A", and direct and authorize the Village President and Village Clerk to execute said change order on behalf of the Village.

ADOPTED this _____ day of _____, 19____,
pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 20____.

Village President

ATTEST:

Village Clerk



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: January 13, 2025

AGENDA ITEM E.1.

To: Properties and Recreation Committee

From: Aleks Briedis, Director of Recreation

CC: Ellen Baer, Village Manager

RE: Recreation Update - 01.13.25

Recommendation

None

Summary

Grand Avenue Gym Improvements

Due to a breakdown of a piece of machinery that manufactures the basketball backboard mounts, the completion of the Grand Avenue Gym Improvement project is now behind schedule. The backboards are now scheduled to be delivered mid to late January. Original delivery date was the end of November. Once the backboards are installed, it is estimated to take three to four weeks to complete the rest of the project items. The hope is to have the gym open at the start of March. Items to still be completed are the installation of the backboards, electrical for the vertical height adjusters, padding on the walls, and court striping.

Recreation Center Playground Surfacing

The Recreation Center Playground Surfacing project was completed mid-November. The new surfacing looks amazing.

Recreation Center Gymnasium HVAC Replacement

The roof top HVAC units have been delivered to the contractor. Installation of the units will be scheduled in the next few weeks.

Other

- Winter/Spring program registration started on November 15th for residents and November 22nd for non-residents. Registration, once again, went very smoothly.
- We are currently working on the Summer Activities Brochure, with resident registration starting March 21st and non-resident on March 28th.
- The Candy Cane Cordial was a huge success with over 50 children registered. With parents and other family members, over 150 people enjoyed this great event.

- Our basketball season is underway. We have a record amount of 23 travel teams, up from 19 teams last year, with an increase of over 30 players. Our house league also has record numbers with 405 players, compared to last year's 313 players. This increased our teams to 41 compared to 33 last year.
- The first session of winter early childhood programs started this week, with a majority being filled to max capacity.
- We hosted 7 open gyms during the holidays, with over a total of 200 participants.

Contact me with any questions.

Financial Impact

None

Recommended Motion

None

Strategic Plan Alignment

None

File Attachments

None



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: January 13, 2025

AGENDA ITEM E.2.

To: Properties and Recreation Committee

From: Aleks Briedis, Director of Recreation

CC: Ellen Baer, Village Manager

RE: Recreation Financials

Recommendation

None

Summary

Attached is the financial report ending November 2024 for the recreation program categories. The first chart in each category shows the cumulative revenue and expenses through November. The second chart shows the entire previous year for comparison. The third chart shows the cumulative net revenue through November. The fourth chart shows the cumulative net revenue through entire year, excluding the current year, for comparison. An analysis of each category follows.

Adult Sports

Revenues are trending higher, and expenses lower for 2024. This is due to the additional night of Men's League Basketball and an increase of pickleball classes/open play and participants.

Camps

Camp revenues decreased mainly due to the pro-rated registration fees because of holidays.

Older aged children's general camp numbers have decreased, but an increase in specialized camps (contracted camps such as STEM camps) was noted. A lower net revenue is expected in 2024 than in previous years.

Contracted/Coop Classes

This category is trending to be on par with previous years.

Early Childhood

This category is trending to be on par with previous years. November had a large increase in revenue due to Winter/Spring program registrations starting in November, where in past years it was in December.

Fitness

This category is trending to be on par with previous years.

Senior Center

This category is budgeted to break even. A large donation was received in 2023, skewing the financials.

Spartz Sports

This category has grown quickly over the last few years. This is due to increased participation in the travel basketball program and additional basketball clinics. It is estimated that net revenue could exceed 2023 by over \$50,000.

Special Events

This category is trending to be on par with previous years.

Tennis

Revenues are thought to have decreased due to the loss of the prior tennis pro, Coach Simon. Staff expects that the new tennis pro will start to attract a following and participation numbers will increase.

Tower Trot

A net profit is expected in 2024 after rebuilding the event post covid. Race fees were increased in 2024 and the number of runners also increased, helping with the net positive. Staff will continue to grow the race from this momentum.

Youth Sports

This category is trending to have higher revenue and net revenue. This is due to the increase in participation in the house basketball league.

Conclusion

With regard to net revenue for all programs and activities, FY2024 end of year financials are expected to exceed previous years. When year-end financials are complete, actual net numbers will be available.

Financial Impact

None

Recommended Motion

None

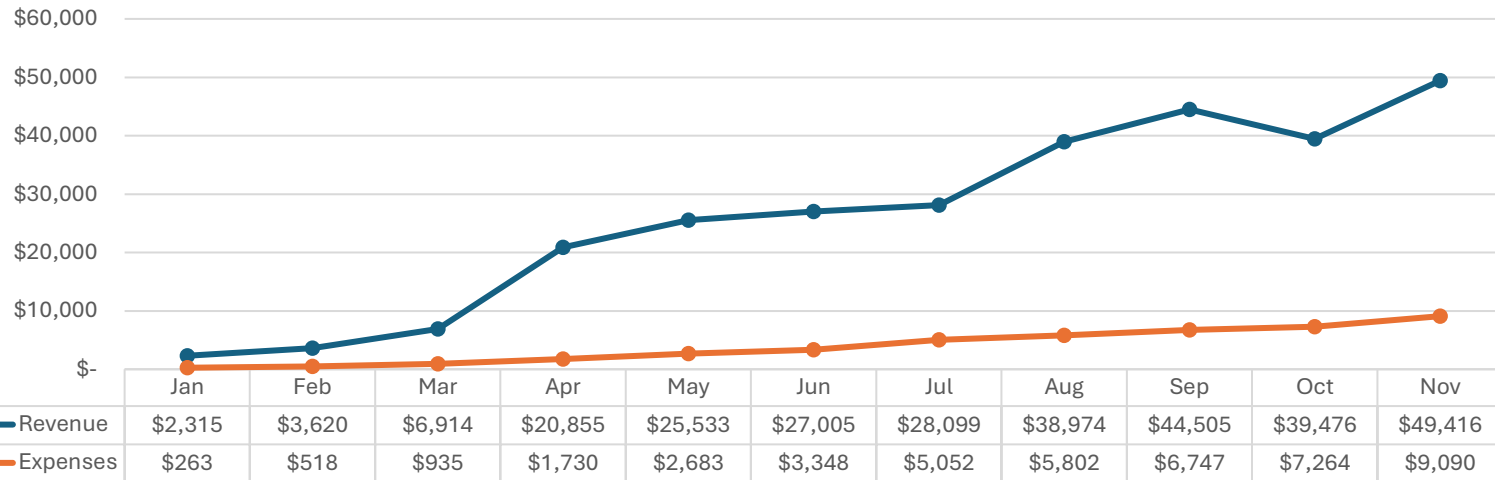
Strategic Plan Alignment

None

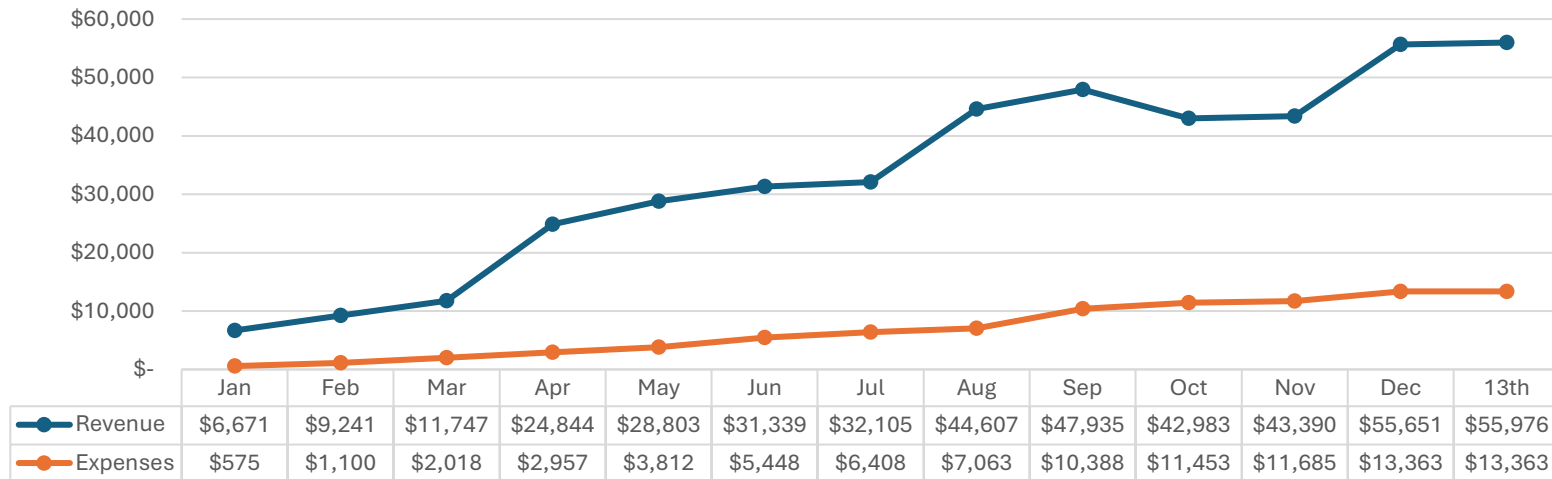
File Attachments

1. Financial report - 01.13.25

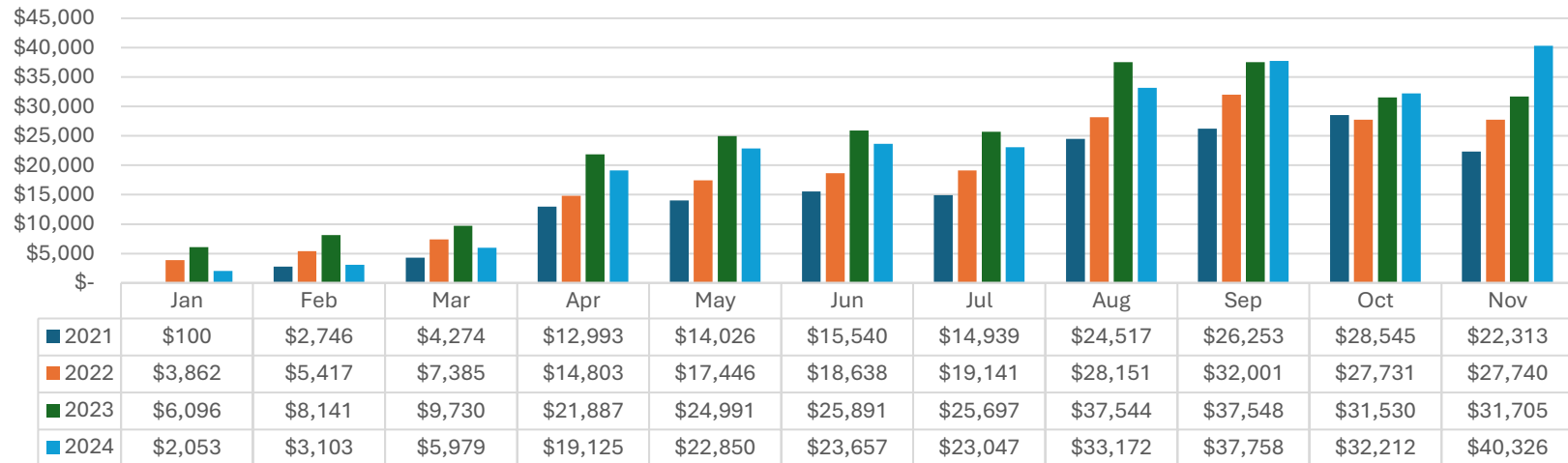
Adult Sports Cumulative 2024



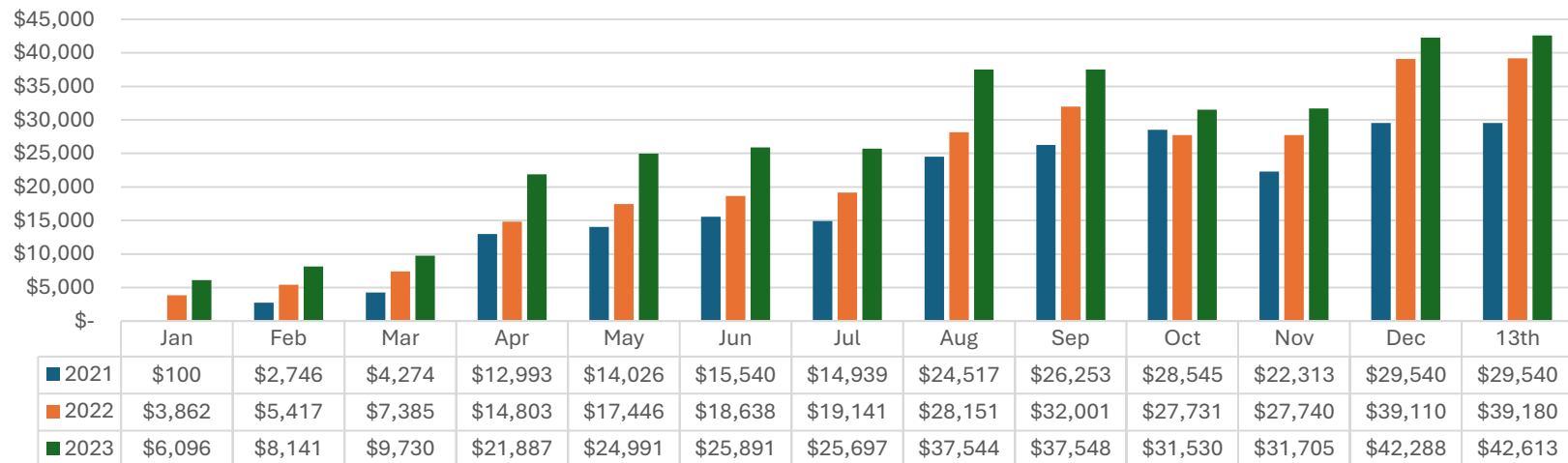
Adult Sports Cumulative 2023



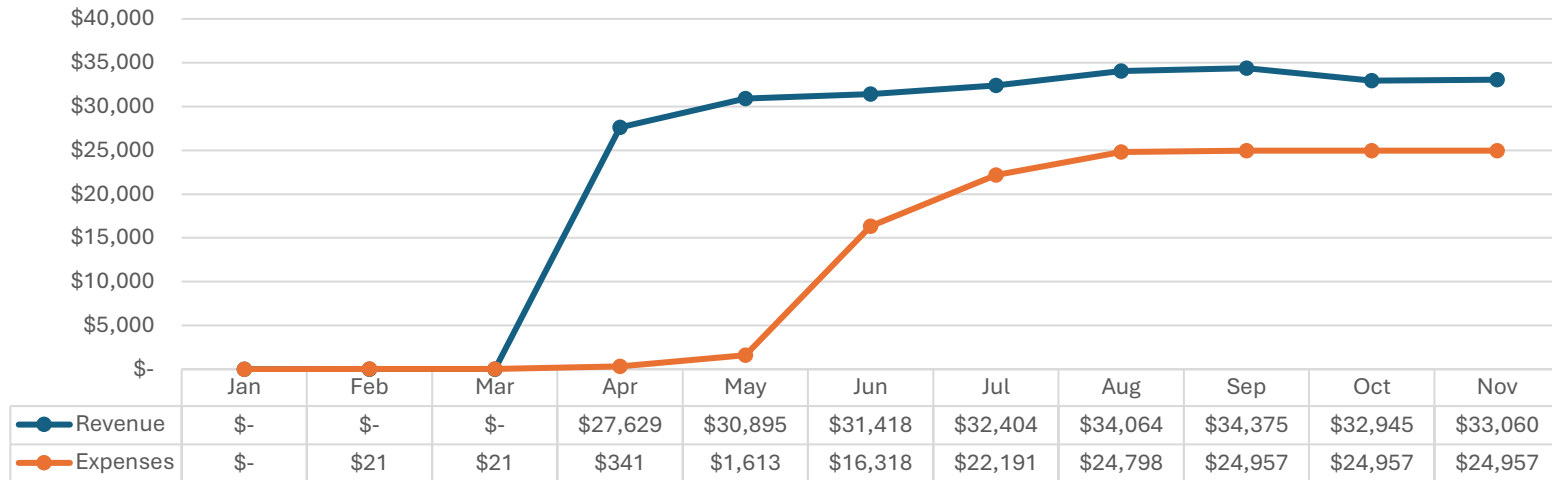
Adult Sports Net



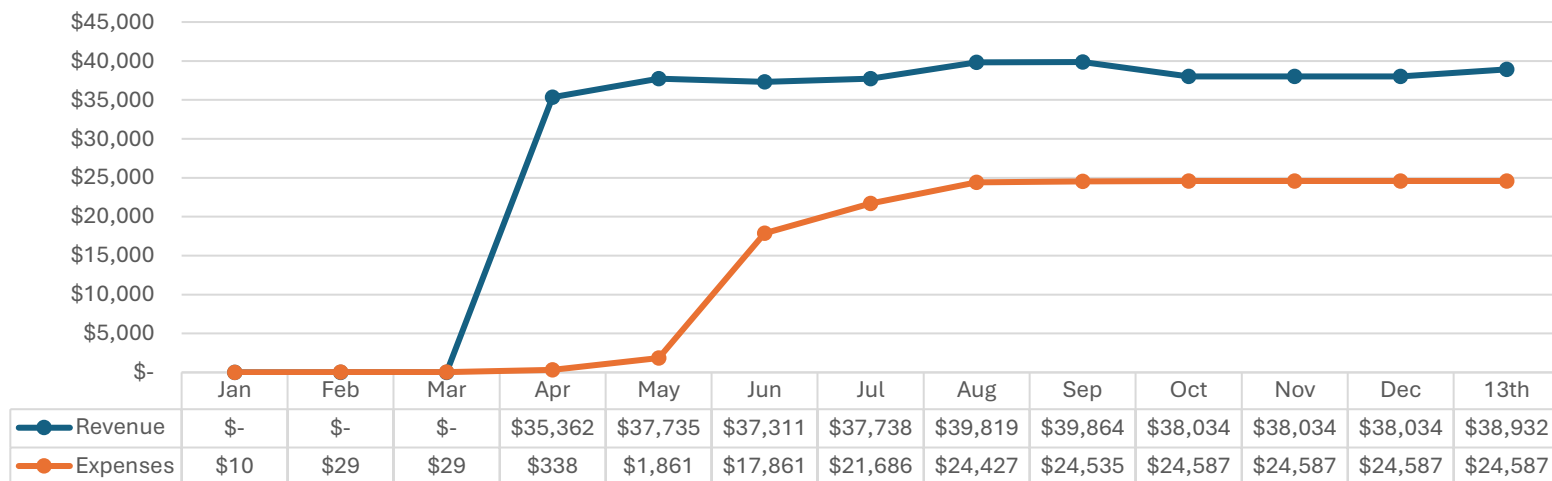
Adult Sports Net



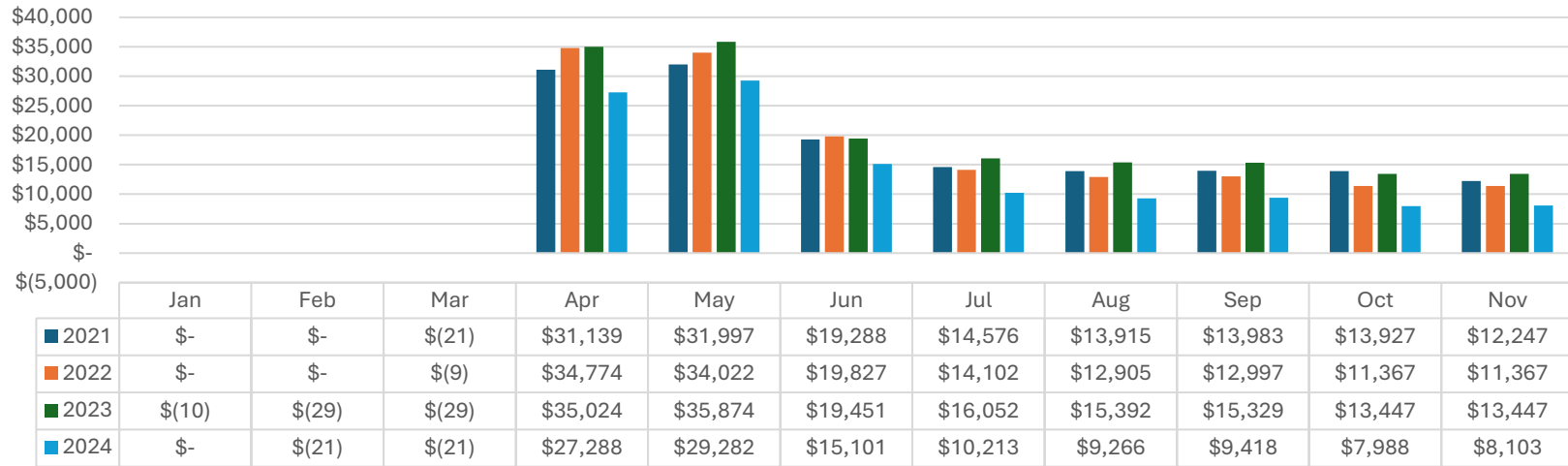
Camps Cumulative 2024



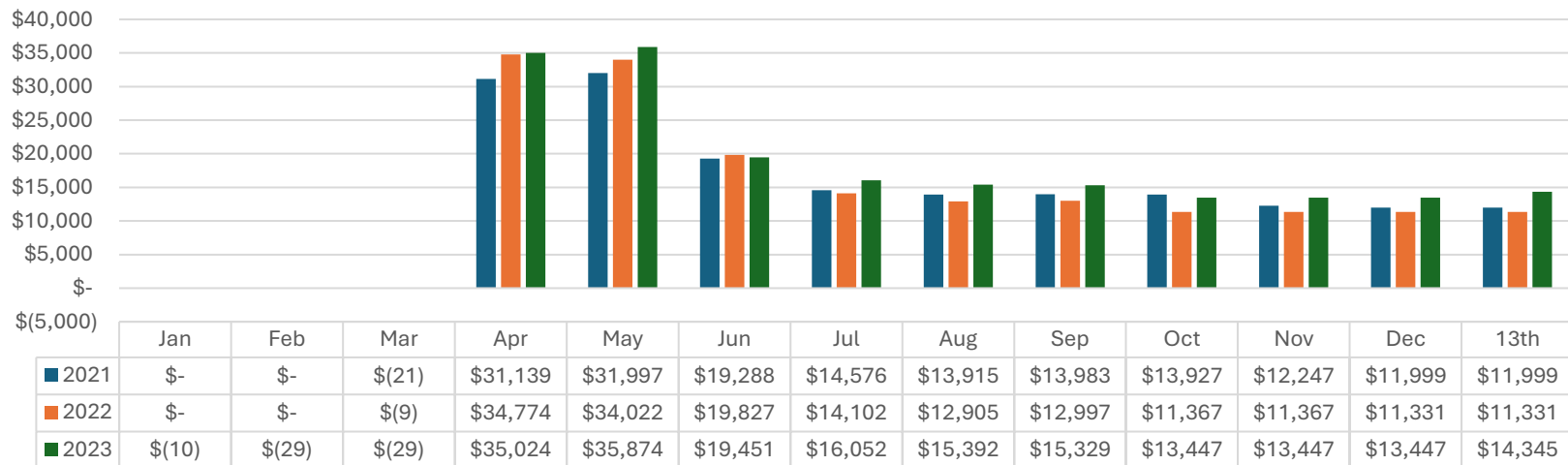
Camps Cumulative 2023



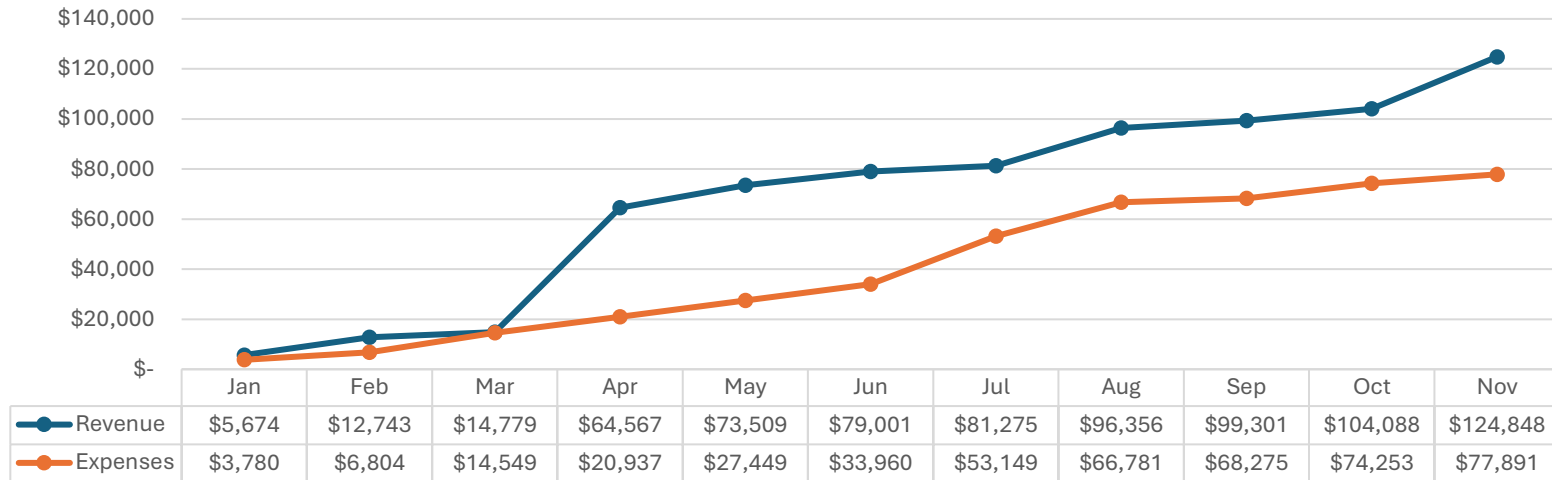
Camps Net



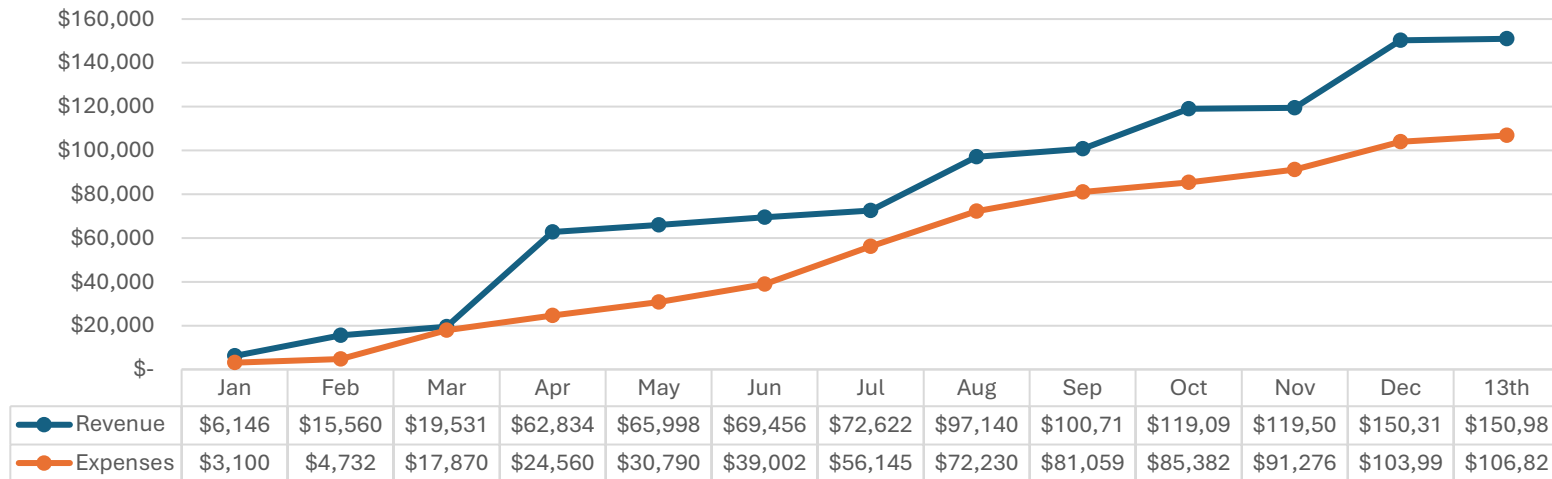
Camps Net

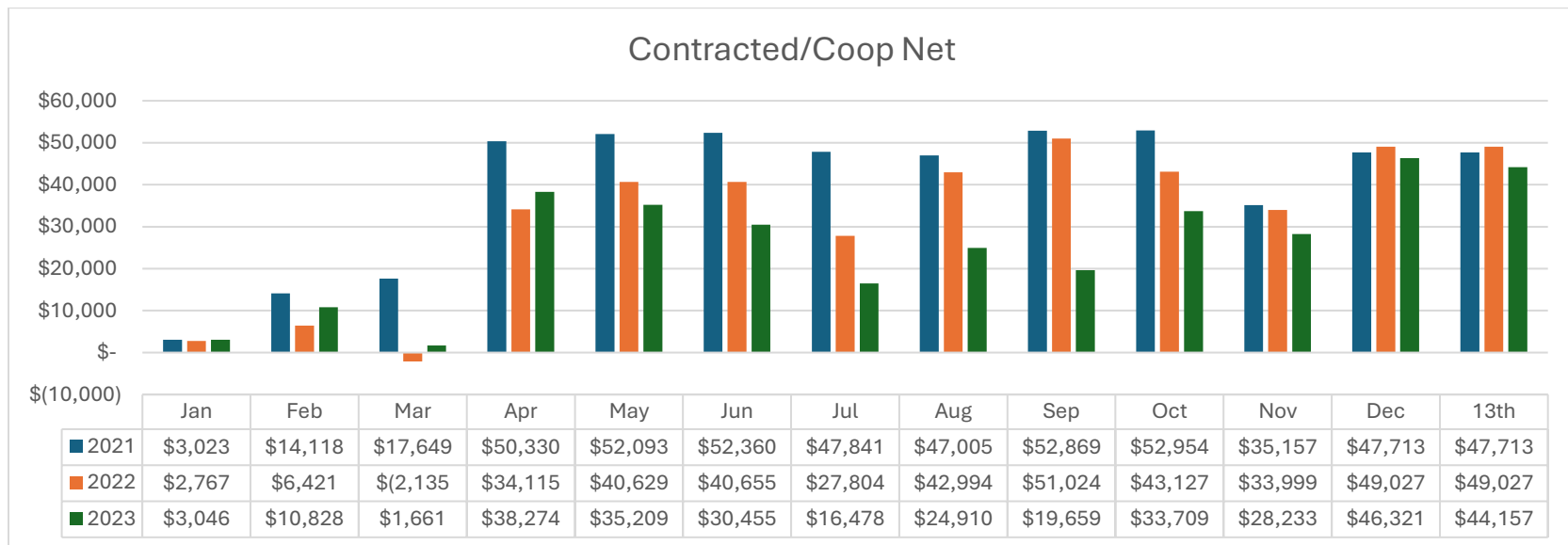
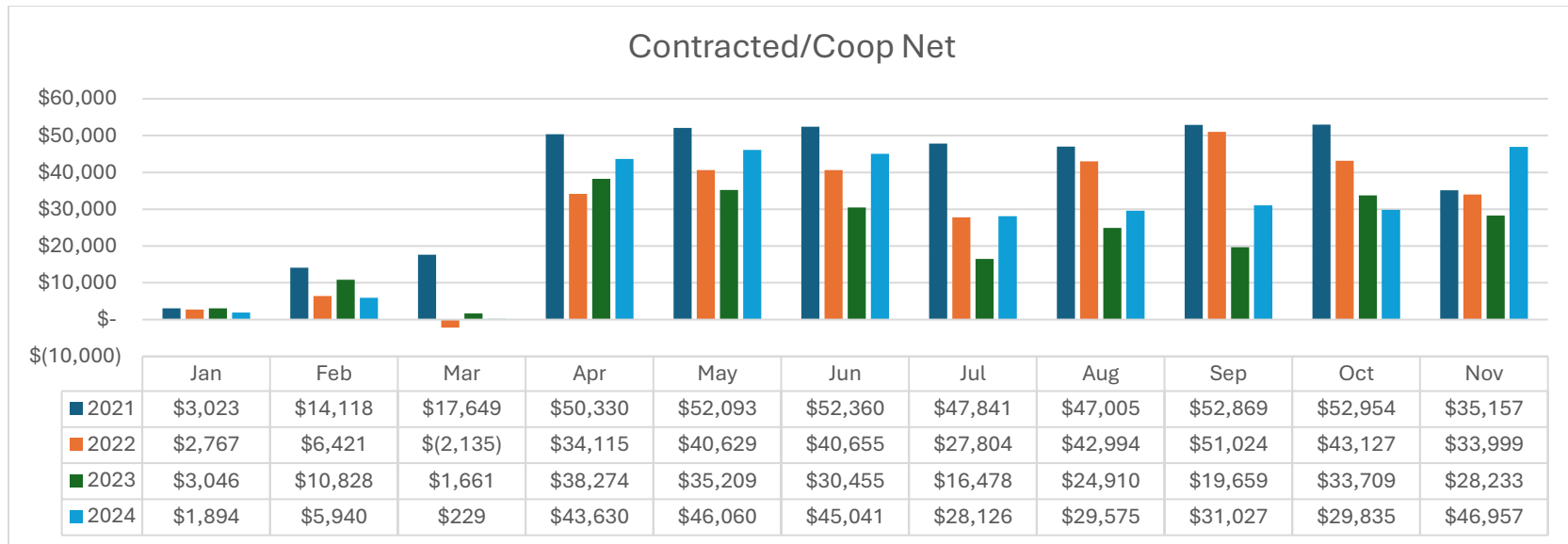


Contracted/Coop Cumulative 2024

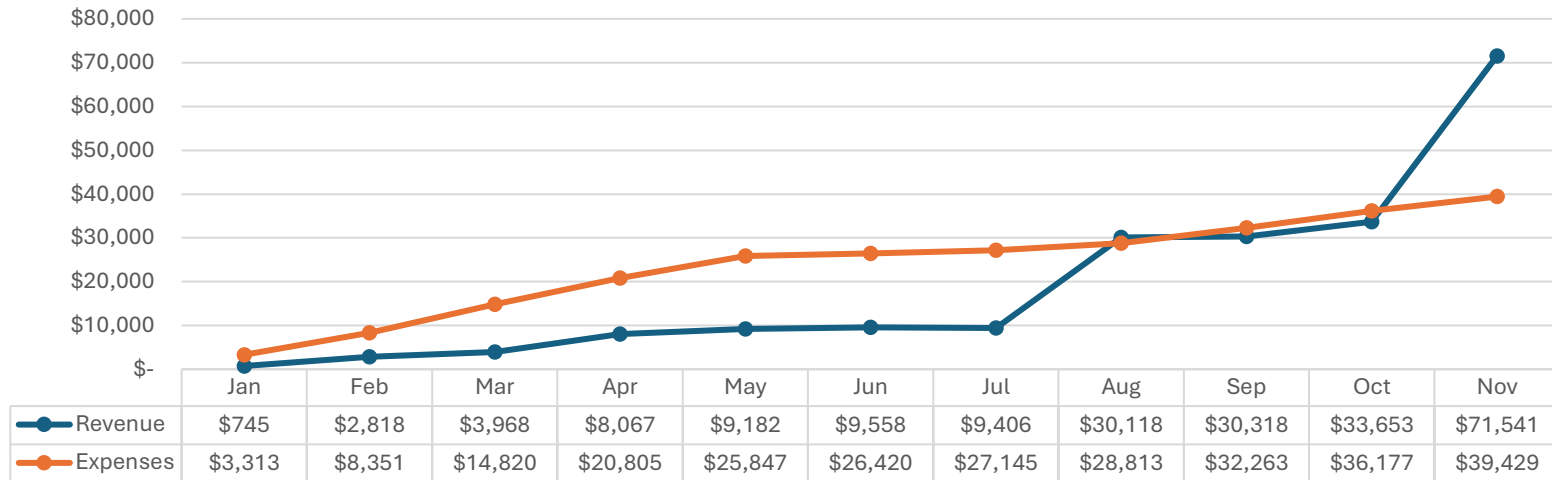


Contracted/Coop Cumulative 2023

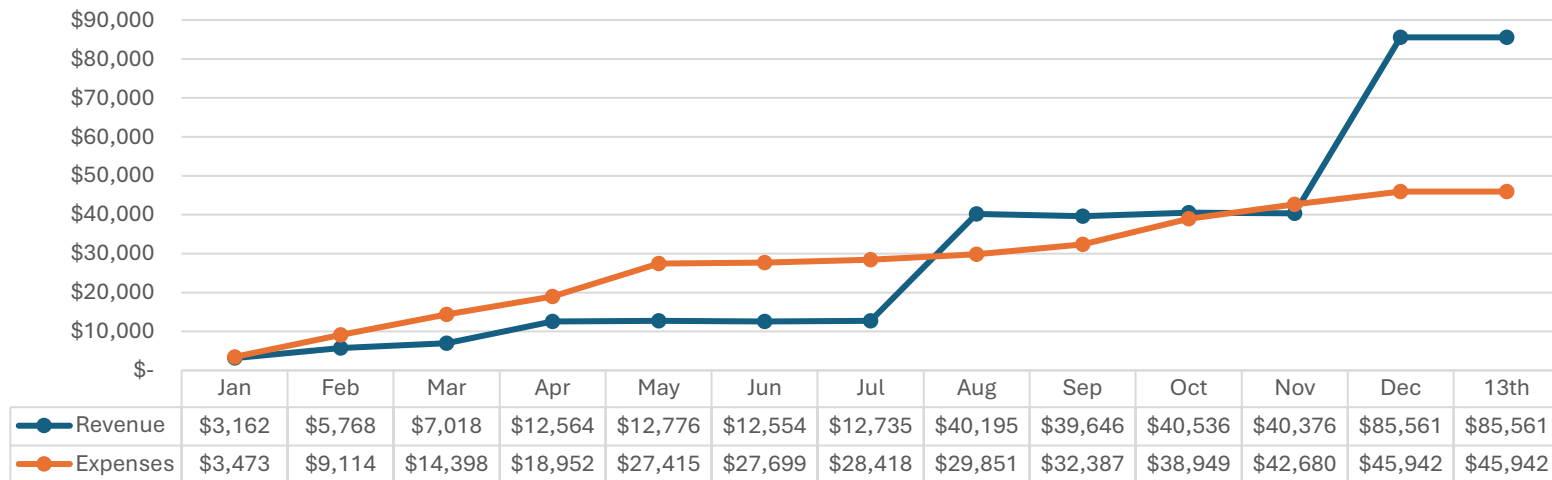




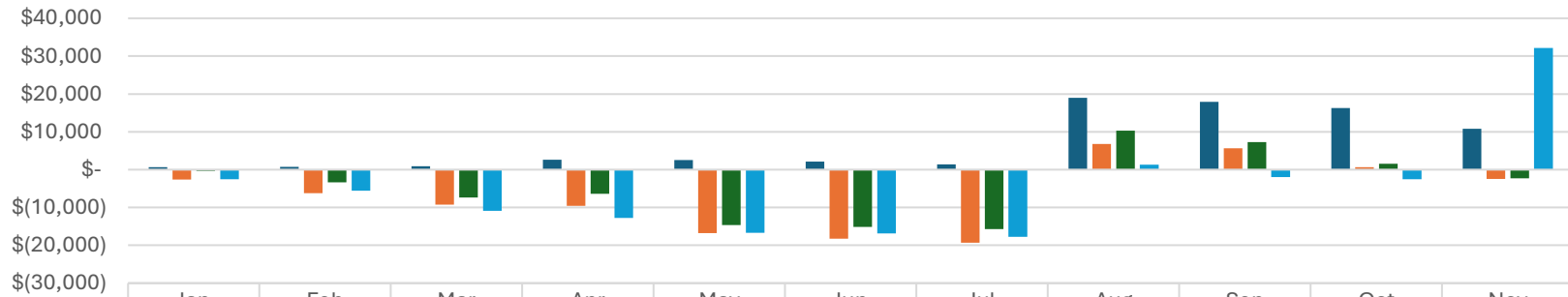
Early Childhood Programs Cumulative 2024



Early Childhood Programs Cumulative 2023

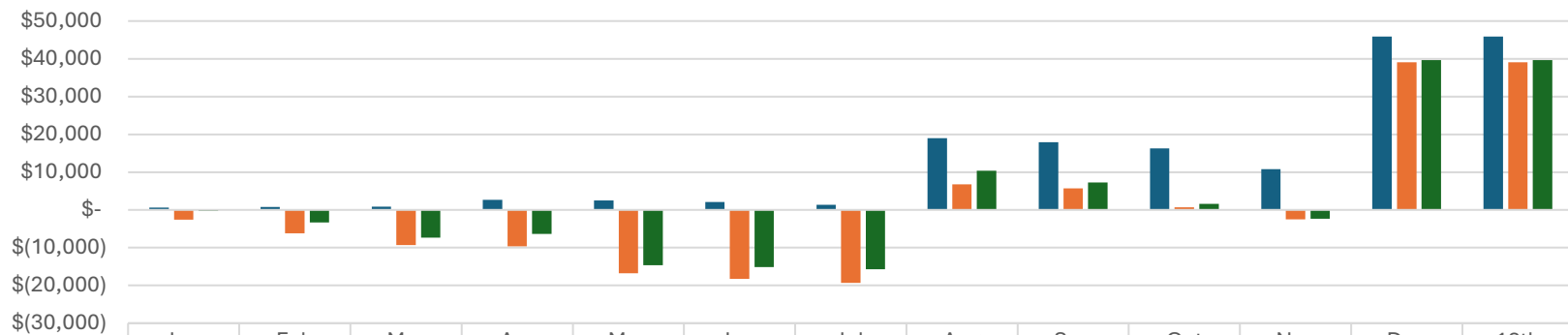


Early Childhood Programs Net



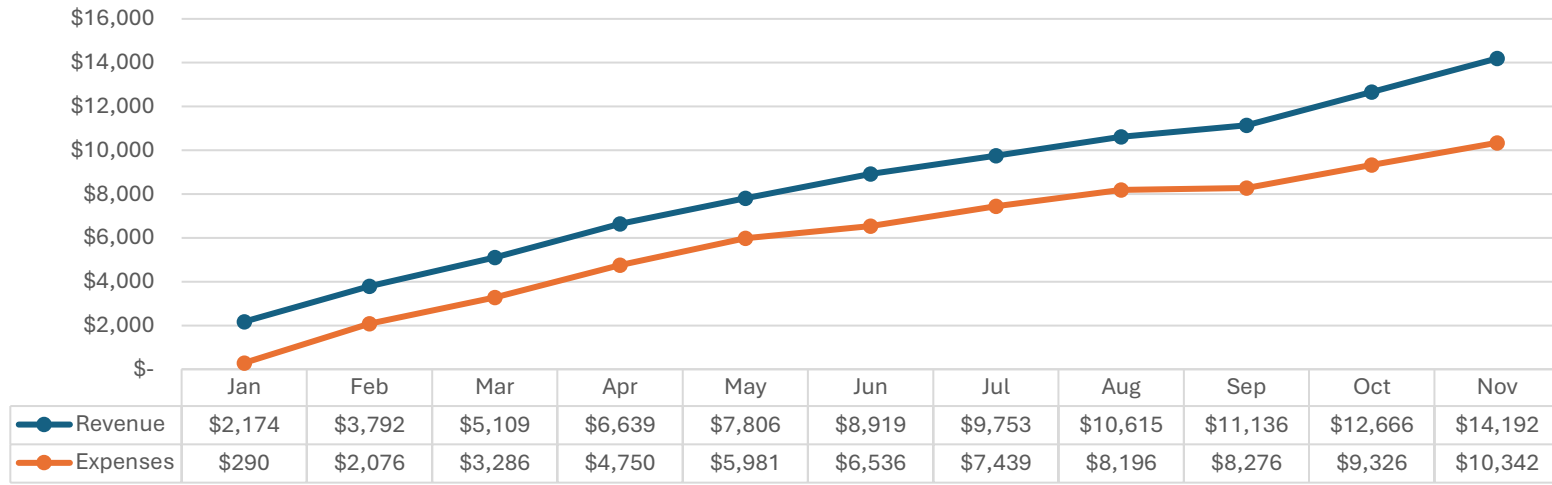
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
2021	\$625	\$752	\$890	\$2,636	\$2,538	\$2,096	\$1,367	\$19,015	\$17,931	\$16,306	\$10,784
2022	\$(2,585)	\$(6,230)	\$(9,276)	\$(9,604)	\$(16,757)	\$(18,266)	\$(19,348)	\$6,777	\$5,682	\$656	\$(2,480)
2023	\$(312)	\$(3,346)	\$(7,380)	\$(6,388)	\$(14,639)	\$(15,145)	\$(15,683)	\$10,344	\$7,258	\$1,587	\$(2,304)
2024	\$(2,568)	\$(5,533)	\$(10,852)	\$(12,737)	\$(16,665)	\$(16,862)	\$(17,739)	\$1,304	\$(1,945)	\$(2,524)	\$32,113

Early Childhood Programs Net

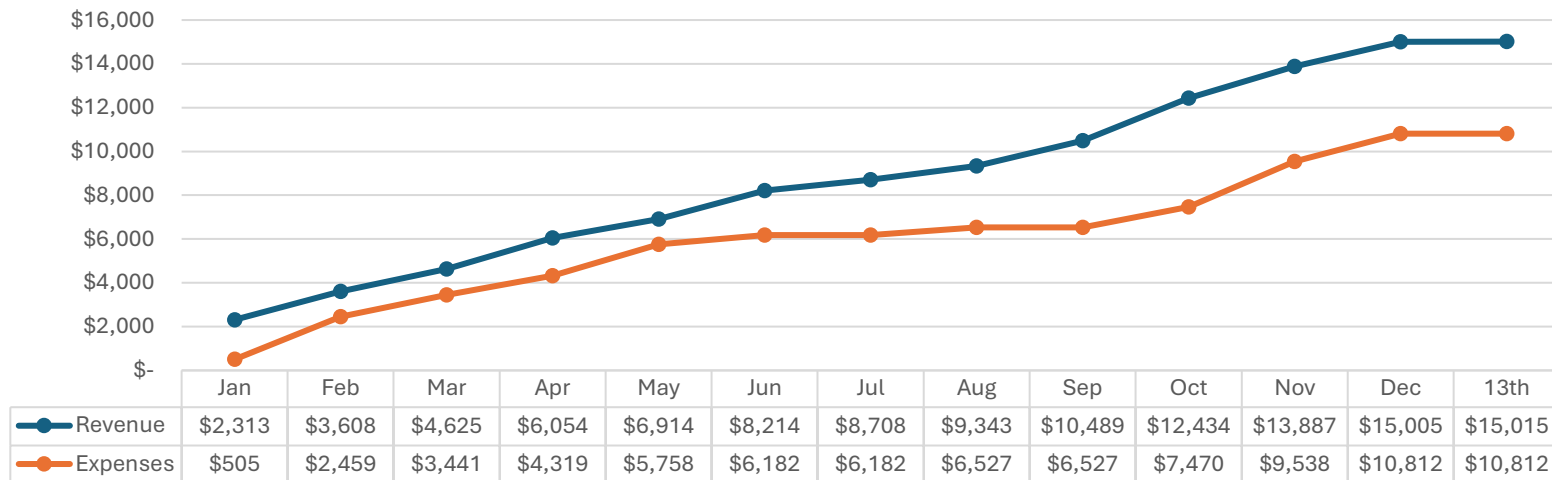


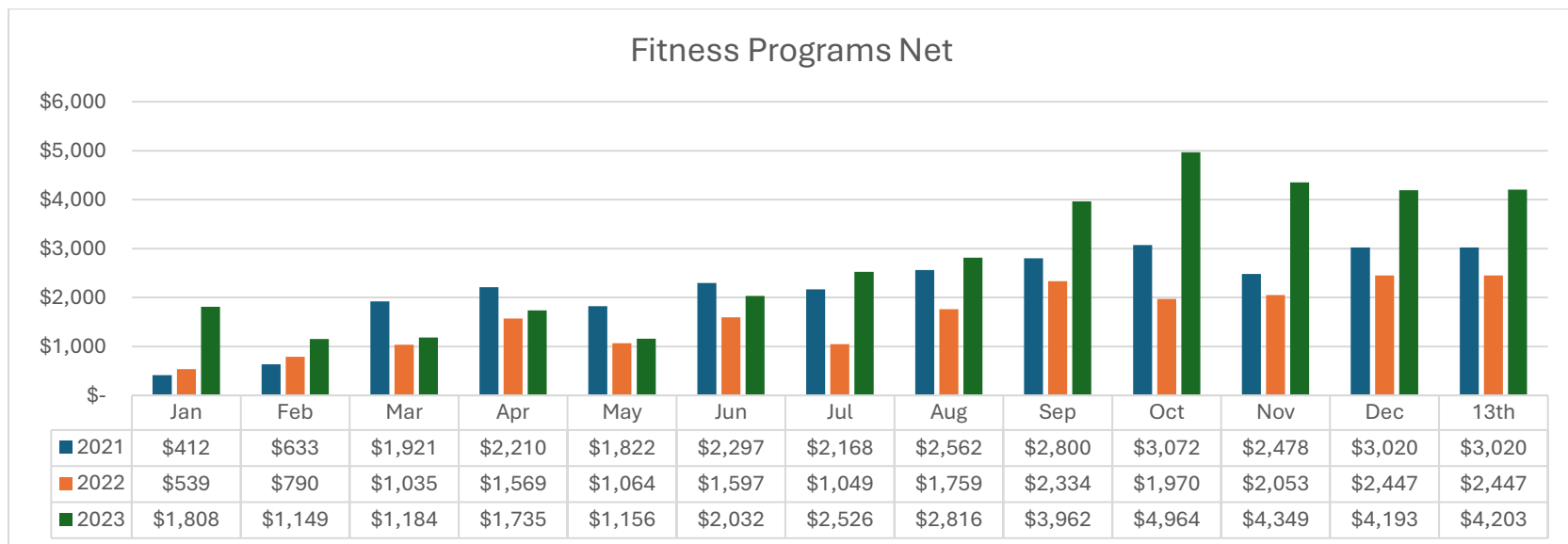
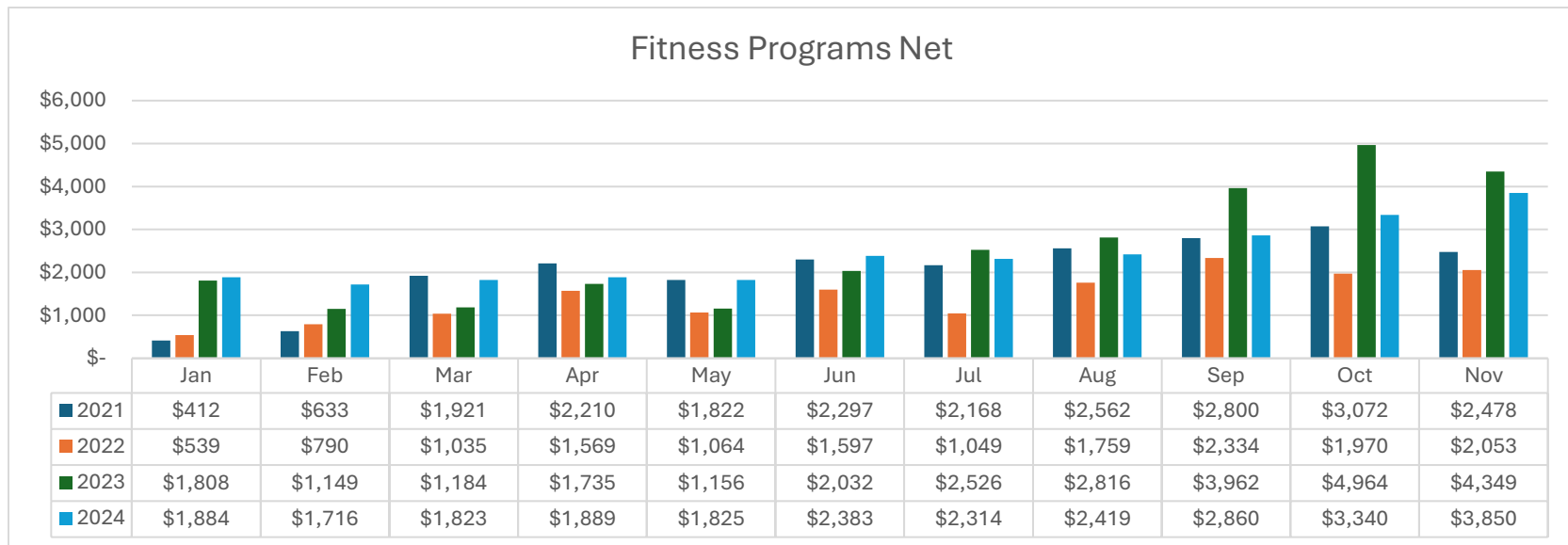
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	13th
2021	\$625	\$752	\$890	\$2,636	\$2,538	\$2,096	\$1,367	\$19,015	\$17,931	\$16,306	\$10,784	\$45,896	\$45,896
2022	\$(2,585)	\$(6,230)	\$(9,276)	\$(9,604)	\$(16,75)	\$(18,26)	\$(19,34)	\$6,777	\$5,682	\$656	\$(2,480)	\$39,079	\$39,079
2023	\$(312)	\$(3,346)	\$(7,380)	\$(6,388)	\$(14,63)	\$(15,14)	\$(15,68)	\$10,344	\$7,258	\$1,587	\$(2,304)	\$39,619	\$39,619

Fitness Programs Cumulative 2024

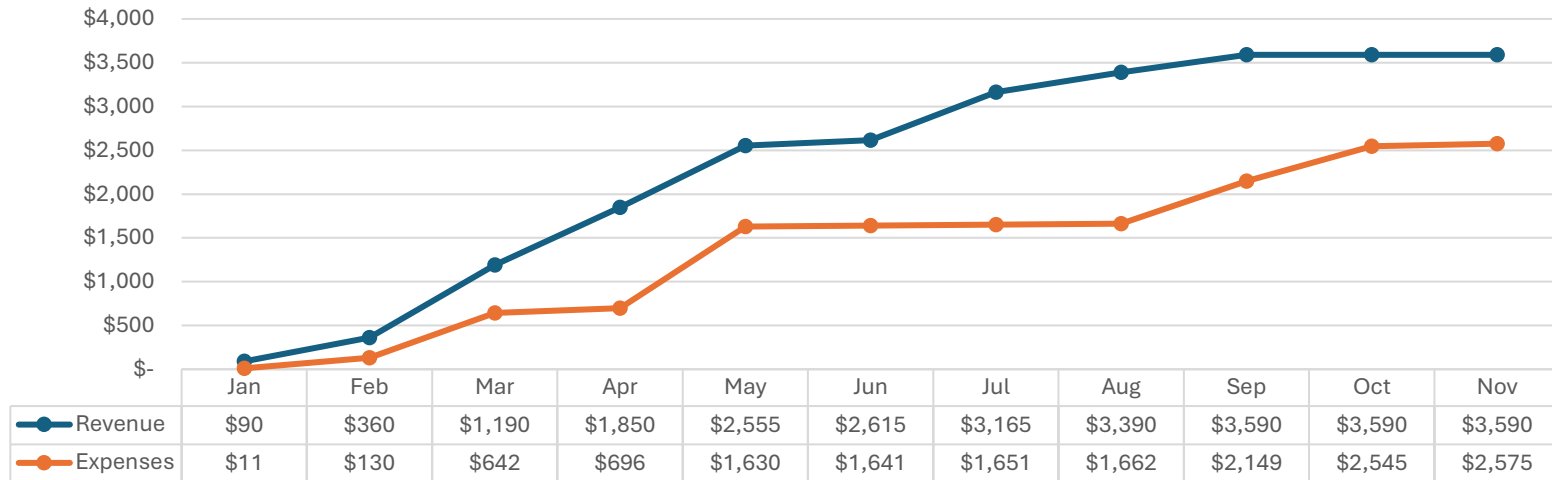


Fitness Programs Cumulative 2023

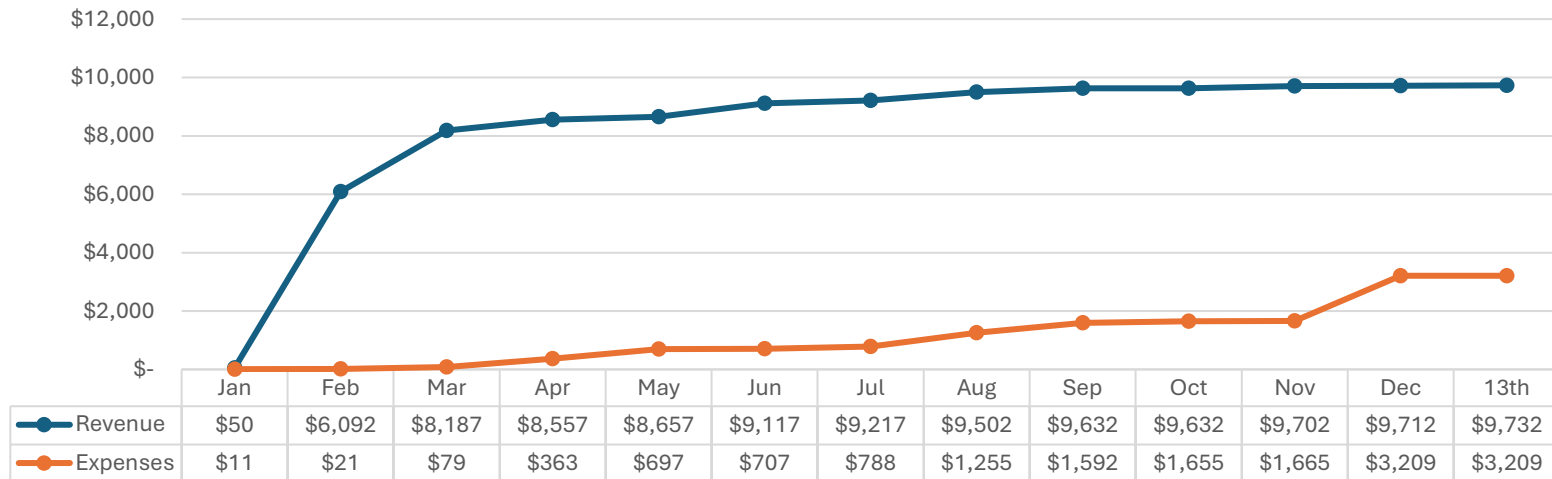




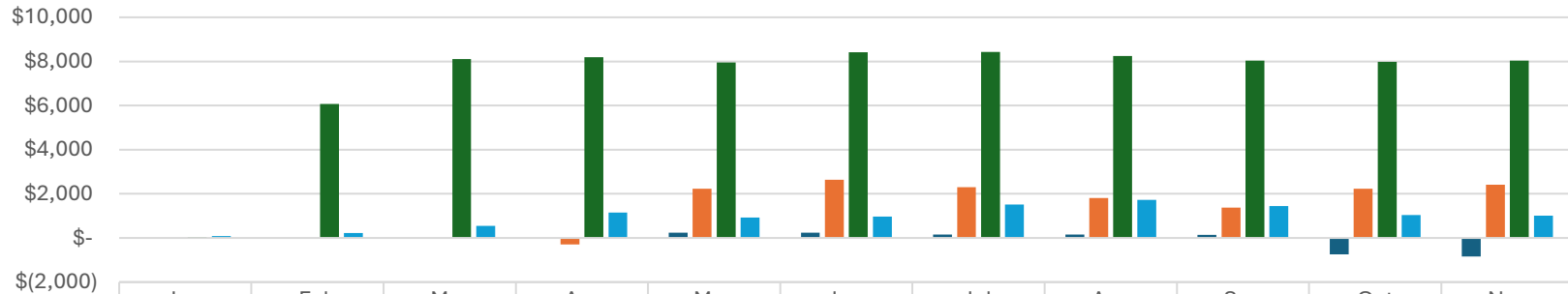
Senior Center Cumulative 2024



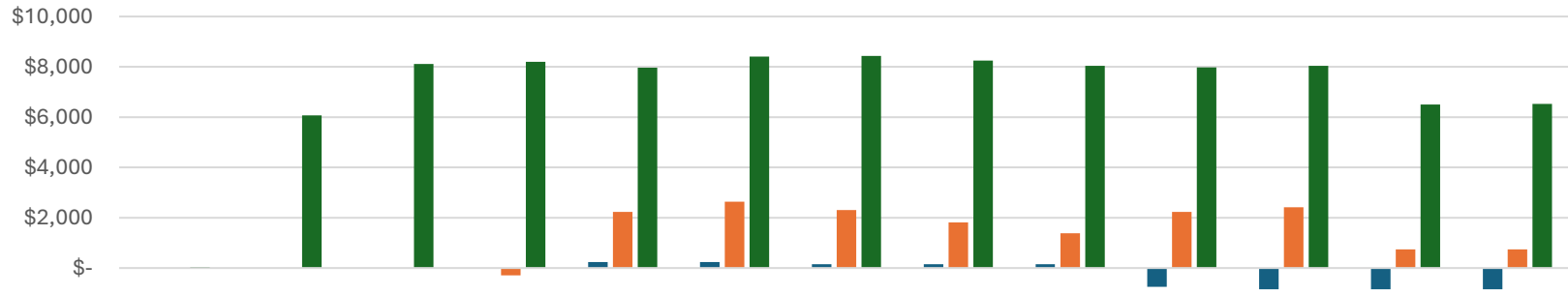
Senior Center Cumulative 2023



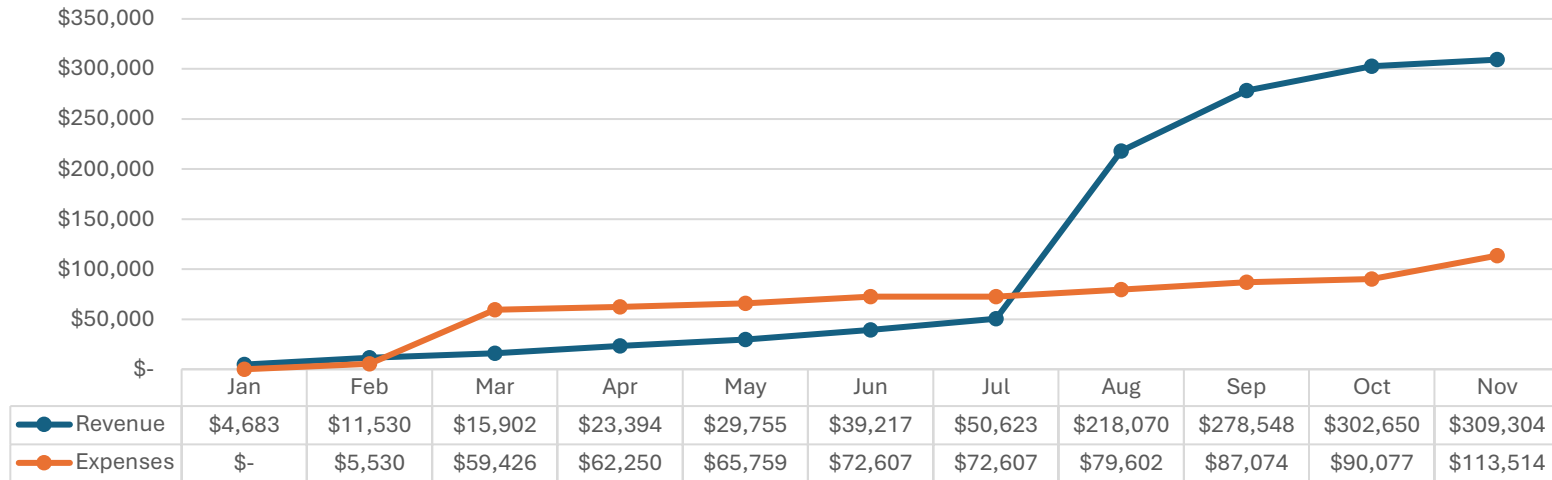
Senior Center Programs Net



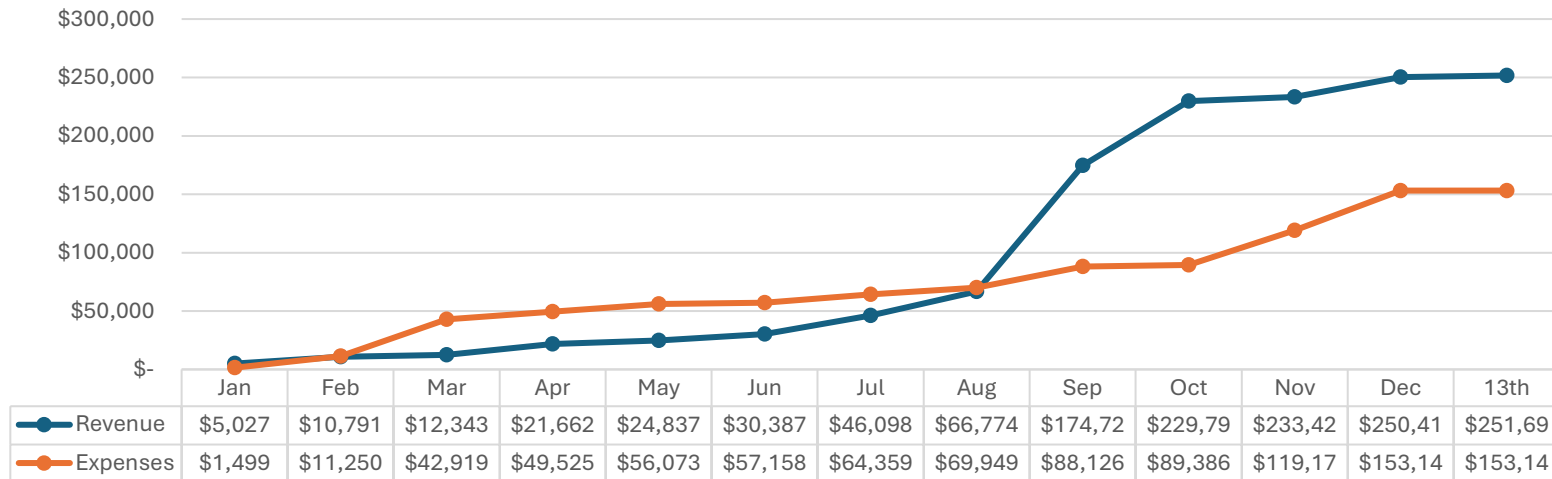
Senior Center Programs Net



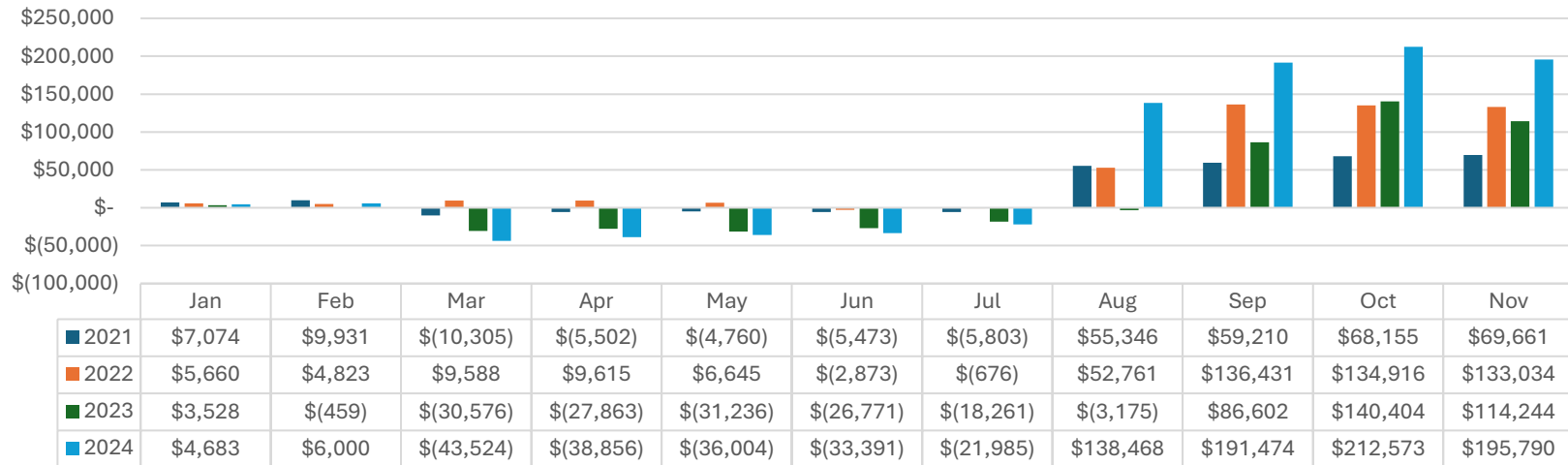
Spartz Sports Cumulative 2024



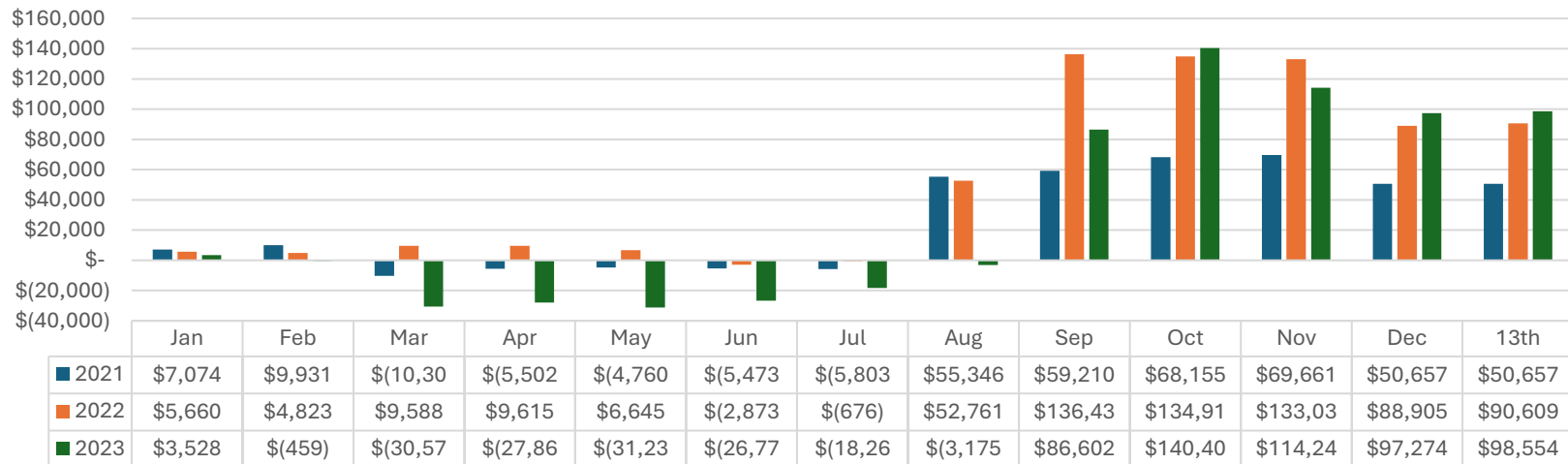
Spartz Sports Cumulative 2023



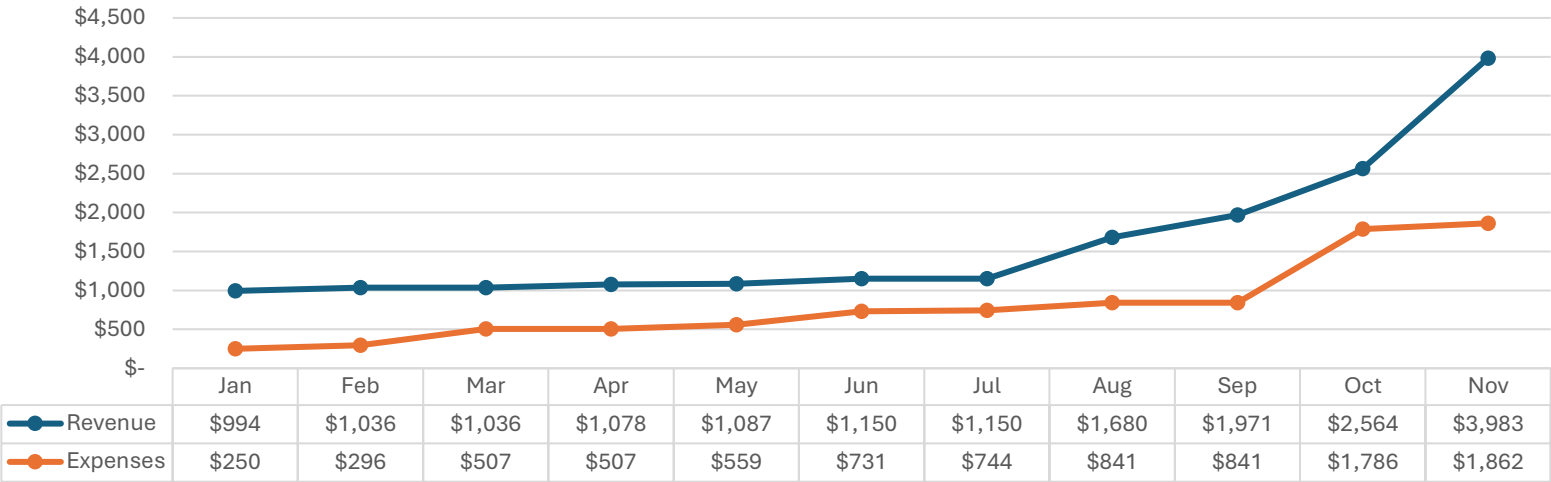
Spartz Sports Net



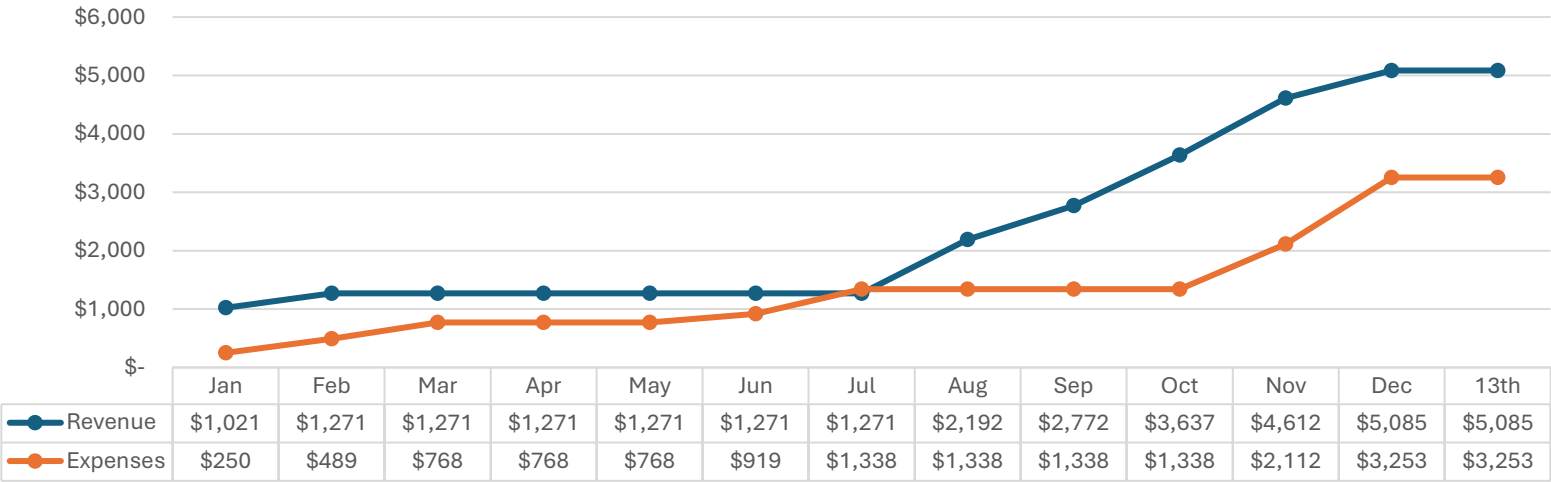
Spartz Sports Net



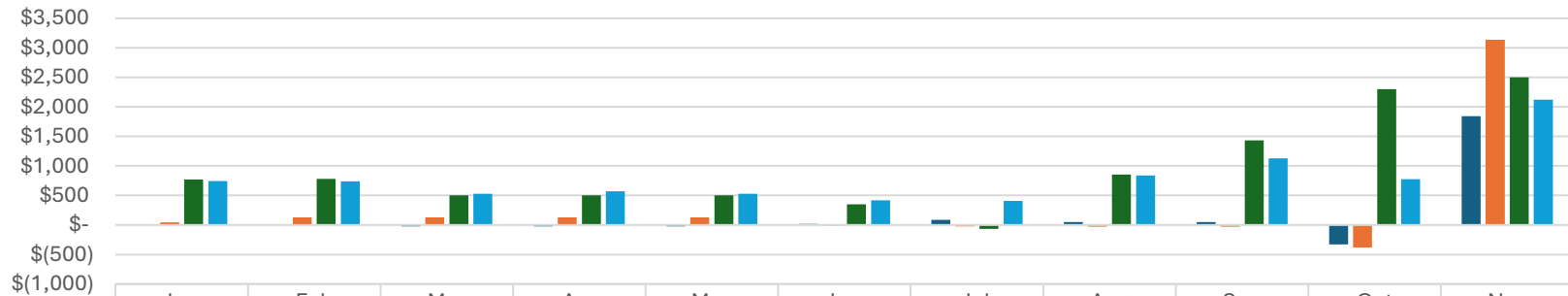
Special Events Cumulative 2024



Special Events Cumulative 2023

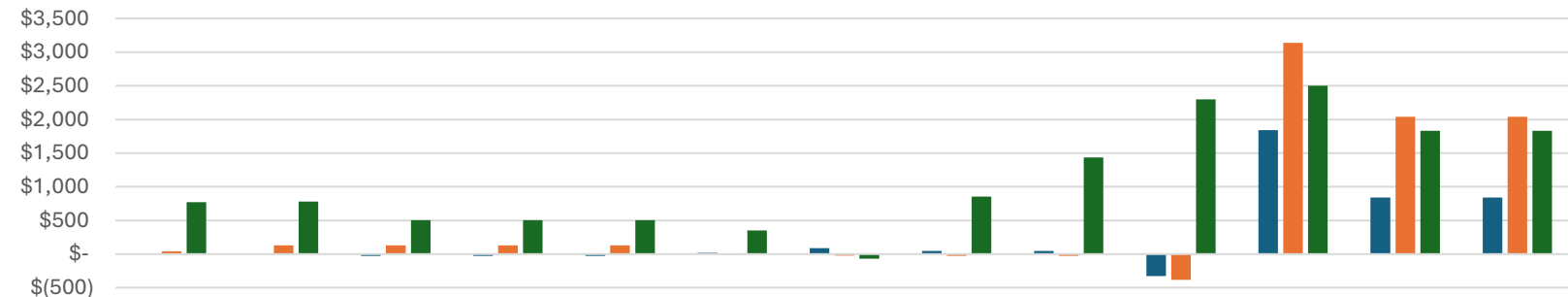


Special Events Net



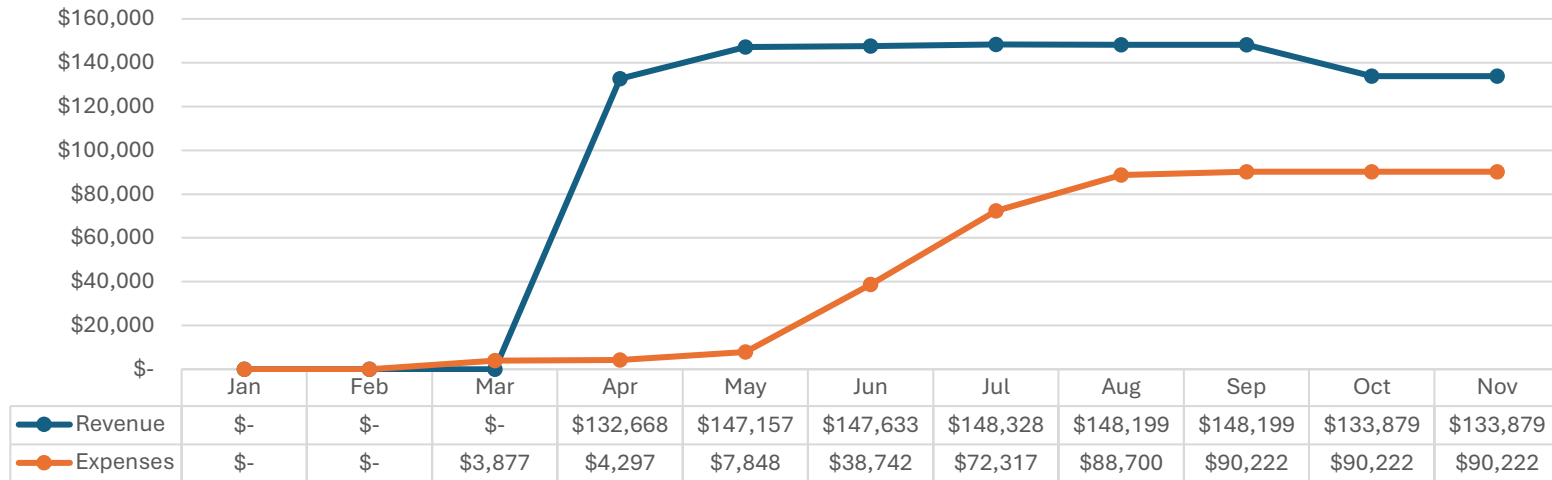
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
2021	\$-	\$-	\$(25)	\$(25)	\$(25)	\$17	\$88	\$48	\$48	\$(327)	\$1,841
2022	\$44	\$128	\$128	\$128	\$128	\$(7)	\$(21)	\$(29)	\$(29)	\$(383)	\$3,137
2023	\$771	\$782	\$503	\$503	\$503	\$352	\$(67)	\$854	\$1,434	\$2,299	\$2,500
2024	\$744	\$739	\$528	\$570	\$527	\$418	\$406	\$839	\$1,130	\$778	\$2,120

Special Events Net

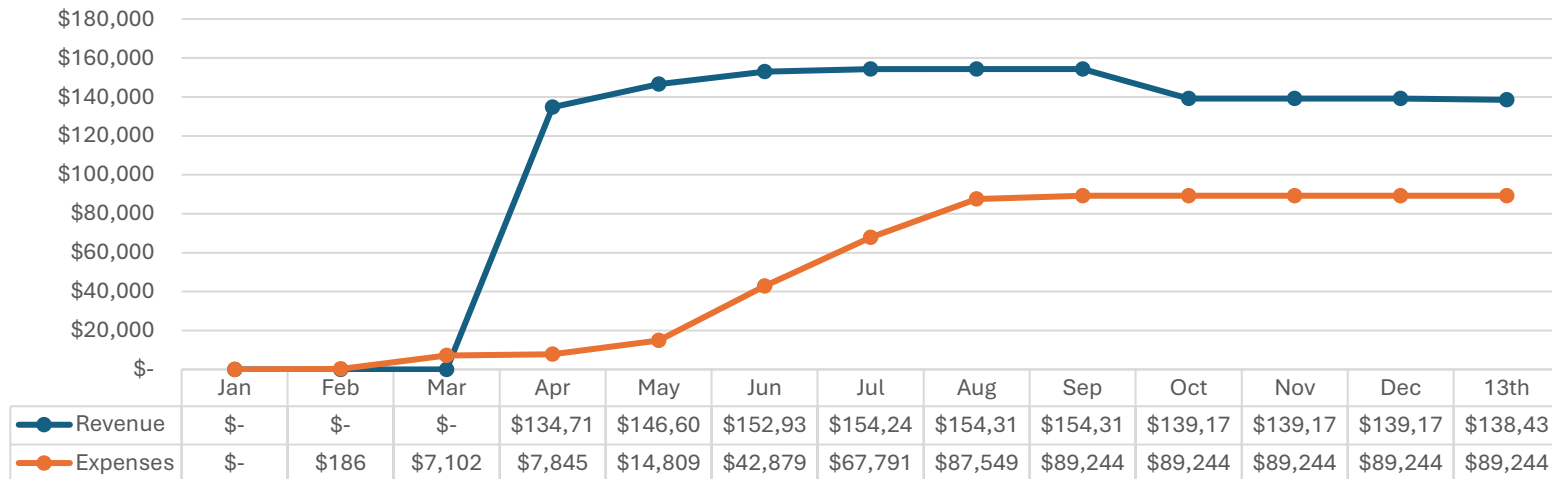


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	13th
2021	\$-	\$-	\$(25)	\$(25)	\$(25)	\$17	\$88	\$48	\$48	\$(327)	\$1,841	\$840	\$840
2022	\$44	\$128	\$128	\$128	\$128	\$(7)	\$(21)	\$(29)	\$(29)	\$(383)	\$3,137	\$2,038	\$2,038
2023	\$771	\$782	\$503	\$503	\$503	\$352	\$(67)	\$854	\$1,434	\$2,299	\$2,500	\$1,832	\$1,832

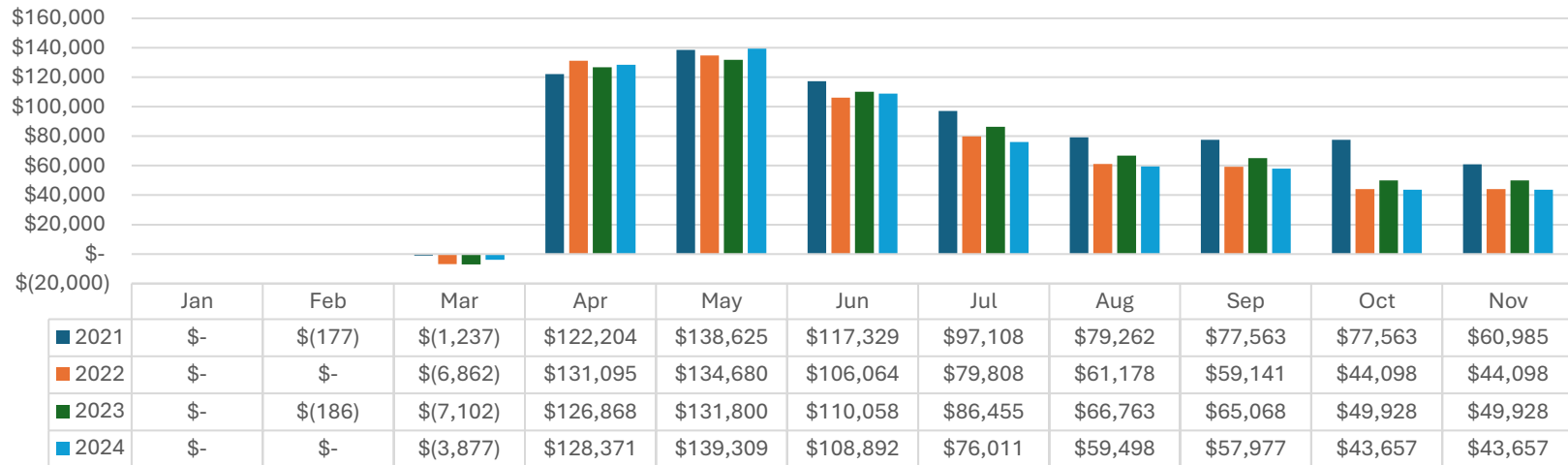
Tennis Cumulative 2024



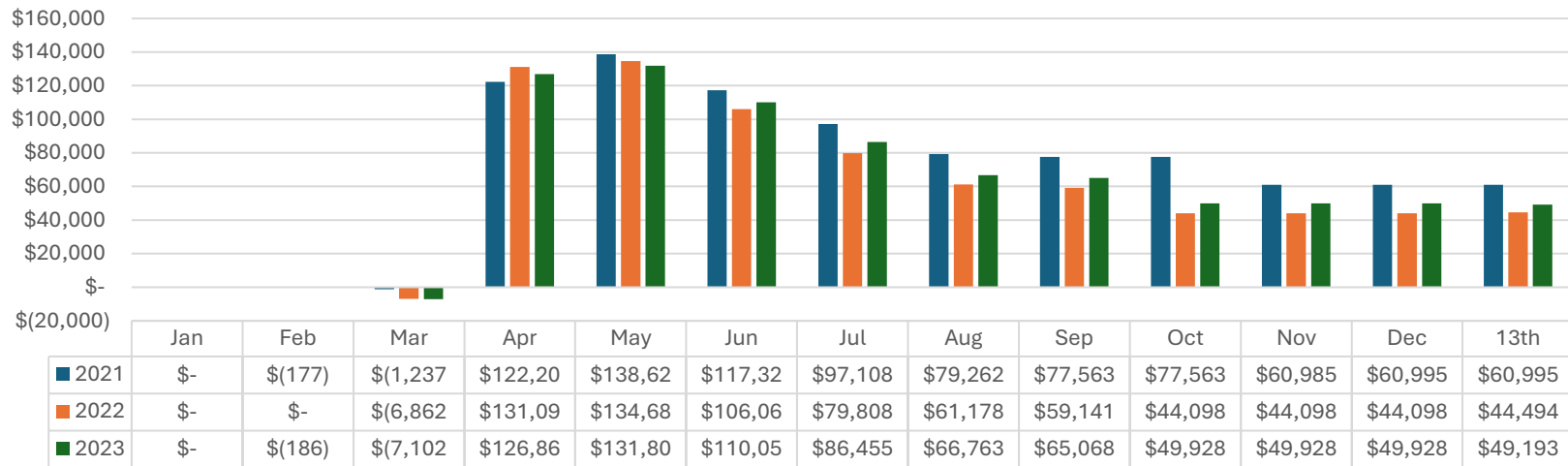
Tennis Cumulative 2023



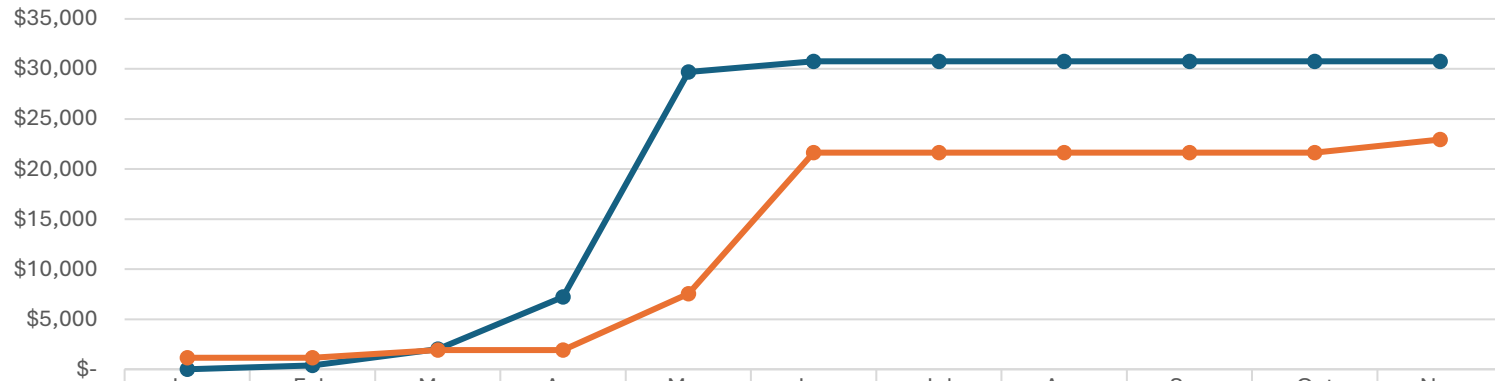
Tennis Net



Tennis Net

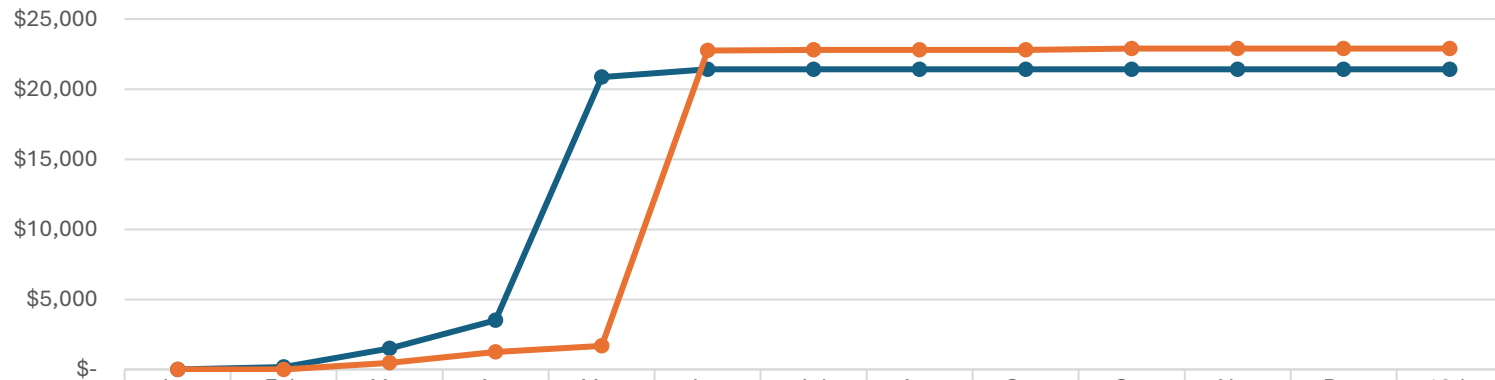


Tower Trot Cumulative 2024



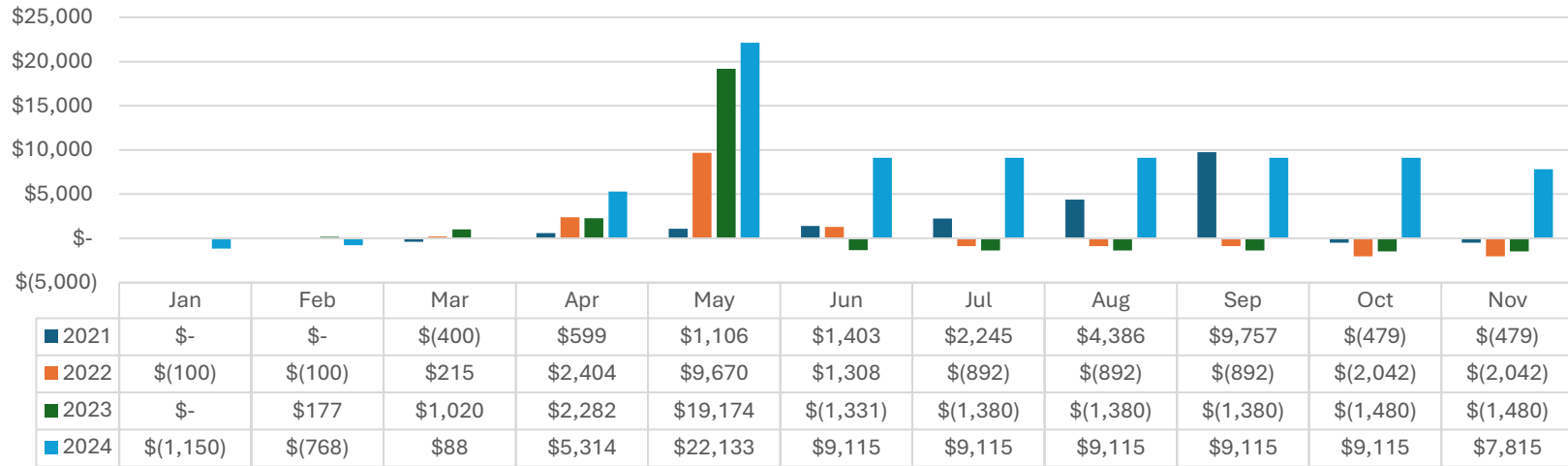
Revenue	\$-	\$382	\$1,998	\$7,224	\$29,681	\$30,764	\$30,764	\$30,764	\$30,764	\$30,764	\$30,764
Expenses	\$1,150	\$1,150	\$1,910	\$1,910	\$7,548	\$21,649	\$21,649	\$21,649	\$21,649	\$21,649	\$22,949

Tower Trot Cumulative 2023

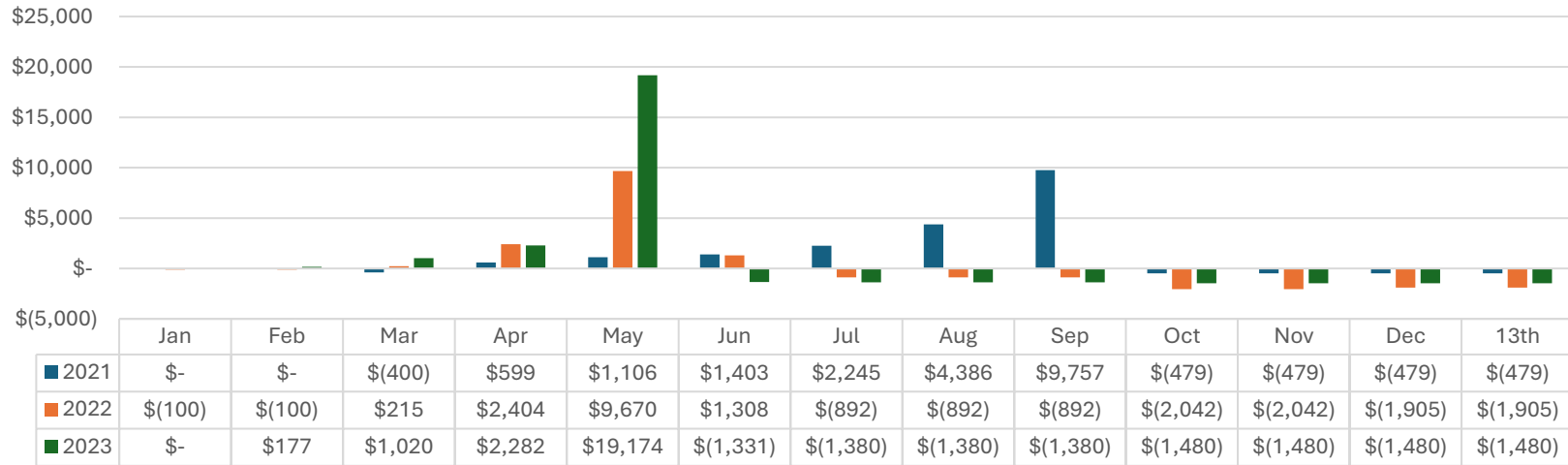


Revenue	\$-	\$177	\$1,495	\$3,517	\$20,859	\$21,417	\$21,417	\$21,417	\$21,417	\$21,417	\$21,417	\$21,417	\$21,417
Expenses	\$-	\$-	\$475	\$1,235	\$1,685	\$22,748	\$22,796	\$22,796	\$22,796	\$22,896	\$22,896	\$22,896	\$22,896

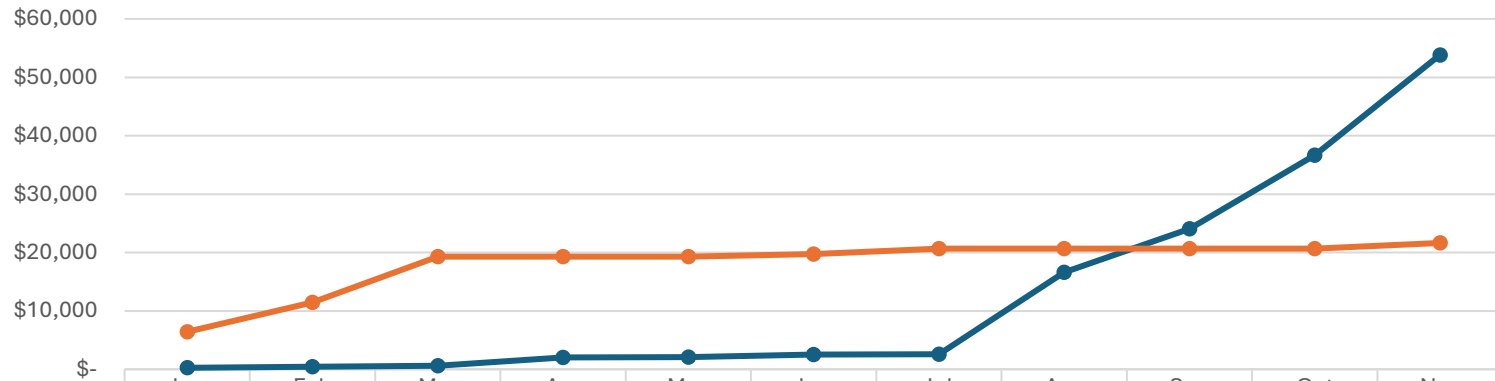
Tower Trot Net



Tower Trot Net

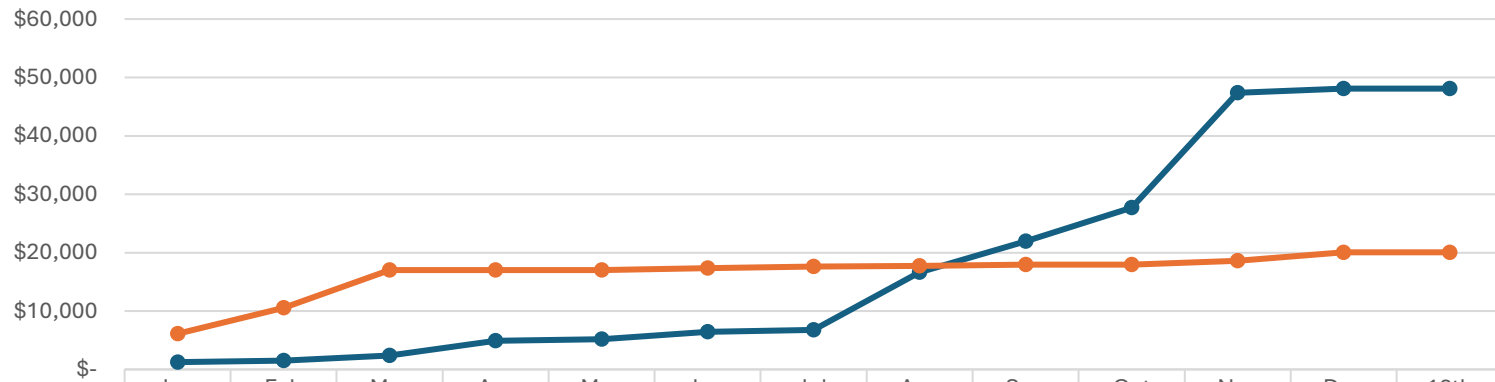


Youth Sports Cumulative 2024



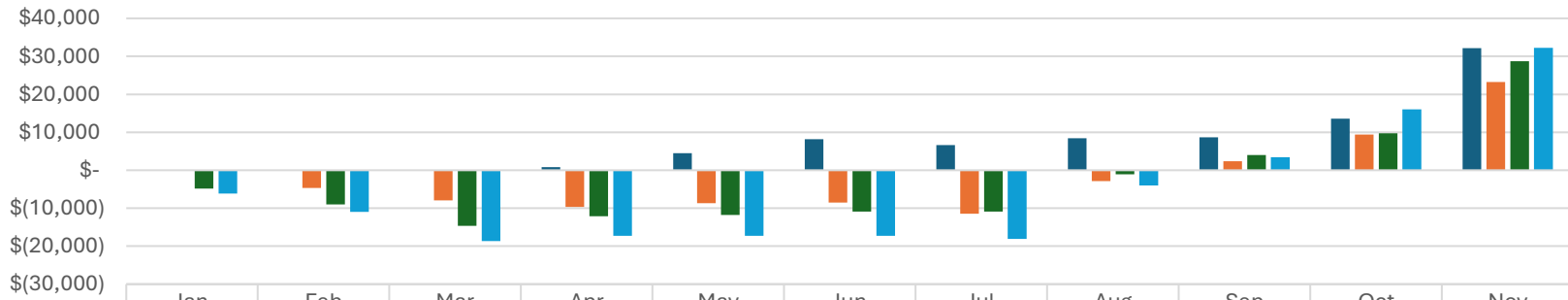
Revenue	\$256	\$446	\$616	\$2,046	\$2,056	\$2,513	\$2,568	\$16,611	\$24,054	\$36,672	\$53,834
Expenses	\$6,418	\$11,452	\$19,305	\$19,305	\$19,305	\$19,753	\$20,633	\$20,633	\$20,633	\$20,633	\$21,630

Youth Sports Cumulative 2023

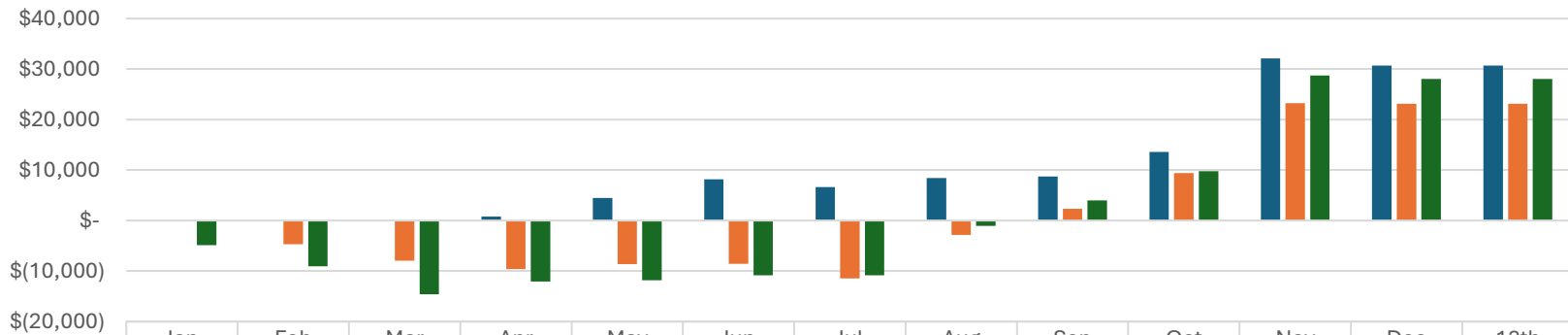


Revenue	\$1,250	\$1,519	\$2,383	\$4,900	\$5,180	\$6,453	\$6,760	\$16,630	\$21,927	\$27,712	\$47,356	\$48,093	\$48,093
Expenses	\$6,114	\$10,556	\$17,003	\$17,003	\$17,003	\$17,323	\$17,632	\$17,705	\$17,953	\$17,953	\$18,624	\$20,057	\$20,057

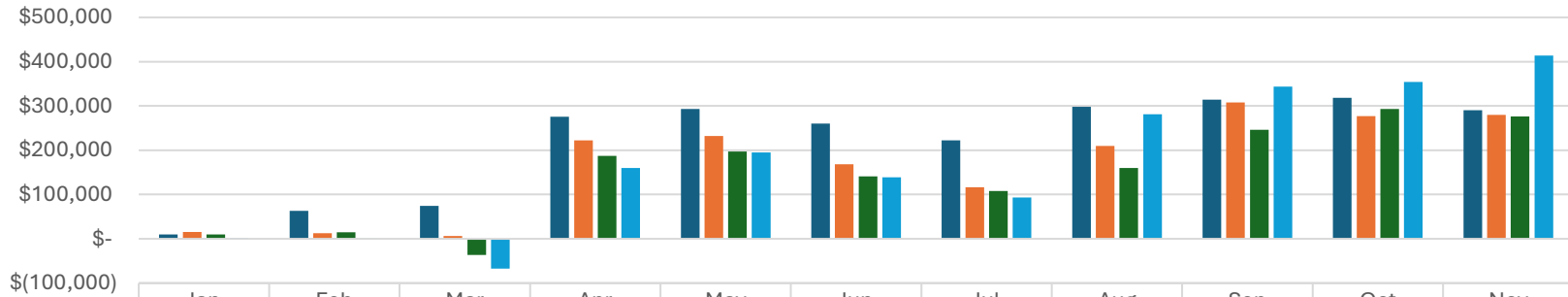
Youth Sports Net



Youth Sports Net

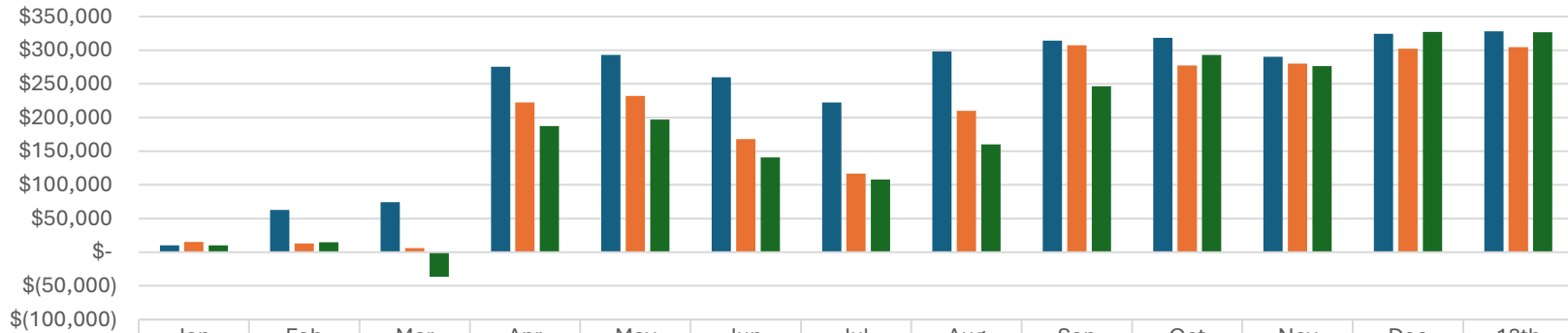


Overall Net



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
2021	\$10,049	\$62,950	\$74,174	\$275,402	\$293,291	\$259,975	\$222,387	\$298,330	\$314,364	\$318,560	\$290,332
2022	\$15,141	\$12,917	\$6,246	\$222,486	\$231,989	\$168,129	\$116,701	\$209,996	\$307,560	\$277,181	\$280,090
2023	\$10,008	\$14,888	\$(36,511)	\$187,227	\$197,221	\$140,783	\$107,951	\$159,997	\$246,458	\$293,118	\$276,328
2024	\$1,455	\$585	\$(67,583)	\$159,962	\$194,858	\$138,922	\$93,062	\$281,468	\$343,735	\$354,117	\$414,009

Overall Net



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	13th
2021	\$10,049	\$62,950	\$74,174	\$275,40	\$293,29	\$259,97	\$222,38	\$298,33	\$314,36	\$318,56	\$290,33	\$324,49	\$328,09
2022	\$15,141	\$12,917	\$6,246	\$222,48	\$231,98	\$168,12	\$116,70	\$209,99	\$307,56	\$277,18	\$280,09	\$302,51	\$304,68
2023	\$10,008	\$14,888	\$(36,51)	\$187,22	\$197,22	\$140,78	\$107,95	\$159,99	\$246,45	\$293,11	\$276,32	\$327,00	\$326,63