



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
October 19, 2020 at 7:30 PM

Fifty Raupp Blvd
Buffalo Grove, IL 60089-2100
Phone: 847-459-2500

1. Call to Order

A. Open Meetings Act Compliance

Pursuant to Public Act 101-0640 as well as the Disaster Proclamation and Executive Orders issued by Governor Pritzker, this meeting will be held in person with capacity-limited physical attendance. Those not willing or able to physically attend can still fully participate electronically by utilizing the Zoom link below.

Zoom Link: www.vbg.org/october19boardmeeting

Phone Number: 312-626-6799

Meeting ID: 884 1629 8398

Instructions for how the public can see, listen and/or participate in meetings are listed immediately below this statement.

In accordance with the Open Meetings Act, any person shall be permitted an opportunity to address public officials under the rules established and recorded in the Buffalo Grove Municipal Code. The Village President reserves the right to alter the order of the appearance of speakers to maintain decorum during the meeting.

Due to the COVID-19 pandemic and CDC guidelines for social distancing, physical attendance is limited to 20 persons in addition to Elected Officials and Staff. All seats are on a first come, first served basis. All persons physically attending the meeting will be required to don an appropriate face covering during the duration of the meeting and shall be required to undergo a body temperature scan before entering the Jeffrey S. Braiman Council Chambers. The Village of Buffalo Grove reserves the right to deny entry to any person displaying COVID-19 symptoms or a body temperature exceeding 100.4 degrees Fahrenheit. All meeting participants shall observe CDC-published guidelines for social distancing while attending the meeting.

B. Pledge of Allegiance

2. Approval of Minutes

A. Village Board - Rescheduled Regular Meeting - Sep 21, 2020 6:30 PM

B. Village Board - Committee of the Whole - Oct 5, 2020 7:30 PM

3. Approval of Warrant

A. Approval of Warrant #1320 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

A. Proclamation Changing the Name of the CRD (President Sussman) (Staff Contact: Dane Bragg)

- B. R-2020-46 Resolution Extending Executive Order 2020-10 (President Sussman) (Staff Contact: Dane Bragg)

5. Village Manager's Report

- A. Lieutenant and Firefighter/Paramedic Badge Presentations (Trustee Smith) (Staff Contact: Mike Baker)
- B. Presentation of Rotary Firefighter and Police Officer of the Year Awards (Trustee Smith) (Staff Contact: Mike Baker)
- C. Proclamation for World Polio Day 2020 (President Sussman) (Staff Contact: Dane Bragg)

6. Special Business

7. Reports from Trustees

8. Consent Agenda

All items listed on the Consent Agenda, which are available in this room this evening, are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event, the item will be removed from the General Order of Business and considered after all other items of business on the Regular Agenda under New Business. (Attached).

- A. Proclamation Declaring November as Native American Heritage Month (President Sussman) (Staff Contact: Evan Michel)
SUMMARY: The Village recognizes November as Native American Heritage Month.
- B. WAN Tower Project Change Order (Trustee Johnson) (Staff Contact: Brett Robinson)
SUMMARY: Due to the effects of COVID this project suffered delays in construction. The final change order reflects an increase of 61 days and a reduction of \$320.00. Staff recommends authorizing the Village Manager to execute this change order as it is in the best interests of the Village of Buffalo Grove.
- C. R-2020-47 Resolution Relating to the Semi-Annual Review of Closed Session Minutes (Clerk Sirabian) (Staff Contact: Dane Bragg)
SUMMARY: The Corporate Authorities have determined that the closed session minutes noted in the attached resolution require confidential treatment.
- D. O-2020-77 Approve an Ordinance Granting a Sign Variation for an Electronic Sign at 401 W Dundee Road (Trustee Weidenfeld) (Staff Contact: Chris Stilling)
SUMMARY: Kingswood Church to replace an existing ground sign with an electronic sign along Dundee Road. The Planning & Zoning Commission unanimously recommended approval, subject to the conditions in the attached Ordinance.
- E. O-2020-78 An Ordinance Amending Chapter 5.20 - Liquor Controls (President Sussman) (Staff Contact: Jessie Brown)
SUMMARY: The Class C liquor license issued to Liquor City, Inc. at 765 S. Buffalo Grove Road is hereby rescinded. The business has closed.
- F. O-2020-79 Ordinance Amending Section 10.20.030 of the Municipal Code - Towing Fees (Trustee Ottenheimer) (Staff Contact: Dane Bragg)

SUMMARY: Based on the ruling in *Saladrigas v. City of O'Fallon*, it is necessary to amend the Village's municipal code. The proposed amendment has been reviewed and recommended by the Village Attorney.

- G. O-2020-80 Thompson Blvd and Brandywyn Lane No Parking Signs (Trustee Stein) (Staff Contact: Darren Monico)

SUMMARY: Parking restrictions are required to complete the collector route construction on certain sections of Thompson Blvd and Brandywyn Lane. Staff recommends approval of the Traffic Ordinance update.

- H. O-2020-81 DACRA E-Citation and Adjudication Software (Trustee Smith) (Staff Contact: Brett Robinson)

SUMMARY: Staff recommends authorizing the Village Manager to execute an agreement with DACRA Tech LLC., not to exceed amount of \$25,800 per year and pending review and approval of the agreement by the Village Attorney.

9. Ordinances and Resolutions

- A. O-2020-82 Tree Trimming Services (Trustee Pike) (Staff Contact: Brett Robinson)
- B. O-2020-83 Fire Fleet Services (Trustee Smith) (Staff Contact: Brett Robinson)
- C. O-2020-84 Parking Lot Snow Removal Services (Trustee Pike) (Staff Contact: Brett Robinson)
- D. R-2020-48 Authorization to Purchase Road Salt for the 2020-2021 Winter Season (State of Illinois Joint Bid) (Trustee Pike) (Staff Contact: Brett Robinson)

10. Unfinished Business

11. New Business

12. Questions From the Audience

Questions from the audience are limited to items that are not on the regular agenda. In accordance with Section 2.02.070 of the Municipal Code, discussion on questions from the audience will be limited to 10 minutes and should be limited to concerns or comments regarding issues that are relevant to Village business. All members of the public addressing the Village Board shall maintain proper decorum and refrain from making disrespectful remarks or comments relating to individuals. Speakers shall use every attempt to not be repetitive of points that have been made by others. The Village Board may refer any matter of public comment to the Village Manager, Village staff or an appropriate agency for review.

13. Adjournment

The Village Board will make every effort to accommodate all items on the agenda by 10:30 p.m. The Board, does, however, reserve the right to defer consideration of matters to another meeting should the discussion run past 10:30 p.m.

The Village of Buffalo Grove, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the ADA Coordinator at 459-2525 to allow the Village to make reasonable accommodations for those persons.

**MINUTES OF THE RESCHEDULED REGULAR MEETING OF THE VILLAGE BOARD OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN COUNCIL CHAMBERS,
50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS, AND VIA AUDIO/VIDEO
CONFERENCING MONDAY, SEPTEMBER 21, 2020**

CALL TO ORDER

President Sussman called the meeting to order at 6:30 P.M. This meeting is being conducted via audio and video conferencing.

ROLL CALL

Roll call indicated the following physically present: Trustees Stein, Weidenfeld, Ottenheimer, Johnson, Smith and Pike. President Sussman was present by audio/video conference.

Also present in person and via audio/video were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Jenny Maltas, Deputy Village Manager; Chris Stilling, Deputy Village Manager; Chris Black, Director of Finance; Evan Michel, Management Analyst; Darren Monico, Village Engineer; Mike Reynolds, Director of Public Works; Brett Robinson, Director of Purchasing; Jessie Brown, Administrative Services Manager/ Assistant Village Clerk; Tyler Grace, Fire Management Analyst; Police Chief Casstevens; and Fire Chief Baker.

APPROVAL OF MINUTES

Moved by Johnson, seconded by Ottenheimer, to approve the minutes of the August 17, 2020 Regular Meeting. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

Moved by Weidenfeld, seconded by Johnson, to approve the minutes of the August 31, 2020 Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

WARRANT #1319

Mr. Black read Warrant #1319. Moved by Johnson, seconded by Smith, to approve Warrant #1319 in the amount of \$6,606,136.51 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

VILLAGE PRESIDENT'S REPORT

President Sussman read a Proclamation recognizing the work of **GiveNKind**, a Buffalo Grove-based non-profit organization functioning as a broker by assisting the companies looking to offload canceled orders, surplus and other unused items in a socially and environmentally responsible manner.

Emily Petway, founder and Executive Director of GiveNKind, presented a brief background of the organization and thanked the Board for their support.

Minutes Acceptance: Minutes of Sep 21, 2020 6:30 PM (Approval of Minutes)

Mr. Michel reviewed the staff recommendation for **2020 Trick-or-Treat** in Buffalo Grove, details of which are contained in his memo to Mr. Bragg of September 17, 2020. After Board discussion, it was determined that Buffalo Grove would not officially sanction trick-or-treating for 2020. However, it is understood that there will be community members that will ultimately participate, and staff recommends the hours of 3:00 to 7:00 P.M. along with a series of guidelines to ensure safety, as well as encouraging alternative creative methods to celebrate the holiday.

Moved by Weidenfeld, seconded by Ottenheimer, to pass **Resolution No. 2020-46** extending Executive Order 2020-09.

Mr. Bragg reviewed the proposed resolution. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

VILLAGE MANAGER'S REPORT

Mr. Bragg noted that the Buffalo Grove Rotary **Firefighter of the Year** award will be presented at a later date.

Chief Baker reviewed the backgrounds of new **Firefighter/Paramedics Jacob Senese and Adam Schroeder**, after which their badges were pinned on by family members as they were welcomed by the audience and the Board.

Mr. Bragg presented staff recommendation as to the hearing regarding Kimberly Hauber's claim for benefits under the **Public Safety Employee Benefits Act**, and subsequently that the Village President appoint a hearing officer with concurrence by the Village Board for same, details of which are found in the Village Board Meeting Agenda Item Overview that he prepared. Village Attorney Brankin believes that Steven Bierig has the right experience to hold an impartial hearing on this matter and recommends Board approval of Mr. Bierig.

Moved by Weidenfeld, seconded by Smith, to approve Mr. Brankin's recommendation to appoint Steven Bierig as Hearing Officer for the Hauber PSEBA Hearing. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

Mr. Bragg reviewed the staff changes to take place with the departure of the previous Deputy Village Clerk, recommending that Dane Bragg be appointed to the position of **Deputy Village Clerk**, with Jessie Brown acting as Administrative Services Manager/Assistant Village Clerk and also assisting with duties associated with the Village Clerk.

Moved by Johnson, seconded by Ottenheimer, to concur with Mr. Bragg's recommendation. Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

REPORTS FROM TRUSTEES

The Village Clerk noted that nominating petitions for the **April 6, 2021 Municipal Election** may be circulated beginning tomorrow. There are three Trustee positions that are up for election, and she reviewed the criteria in order for a candidate to be placed on the ballot.

The Village Clerk urged any resident who has not completed the **2020 Census** to do so as soon as possible, since the deadline is fast approaching and each resident counted represents the receipt of significant federal money to be distributed to our local community.

Trustee Ottenheimer reviewed the many accomplishments and contributions made to Buffalo Grove by **Rick Kahen**, who recently passed away. It was moved by Ottenheimer, and seconded by Stein, to re-name the Commission for Residents with Disabilities after Mr. Kahen. Since this item was not on tonight's agenda, the motion was withdrawn, and the item will be discussed at a later date.

CONSENT AGENDA

President Sussman explained the Consent Agenda, stating that any member of the audience or the Board could request that an item be removed for full discussion. The Village Clerk read a brief synopsis of each of the items on the Consent Agenda; there were no such requests.

Proclamation – National Preparedness Month

Motion to approve a Proclamation designating September 2020 to be National Preparedness Month.

Sky Fitness

Motion to approve the Certificate of Initial Acceptance and Approval for the Sky Fitness Development Improvements located at 1501 Busch Parkway.

True North Development

Motion to approve the Certificate of Initial Acceptance and Approval, True North Development located at 185 Milwaukee Avenue.

Woodman's Unattended Fueling Station

Motion to approve the Plat of Vacation and Easement for Woodman's Unattended Fueling Station located at 1515 Deerfield Parkway.

Lake County DOT

Motion to approve Letter of Concurrence for the Agreement with the Lake County Department of Transportation for the addition of a pedestrian crossing on Buffalo Grove Road south of Brandywyn Road.

Quiet Zone

Motion to approve the establishment of the Canadian National Railroad Corridor Quiet Zone.

Ground Emergency Medical Transport

Motion to approve an Intergovernmental Agreement with the Illinois Department of Health and Human Services.

Ordinance No. 2020-62 – Fees & Fines

Motion to pass Ordinance No. 2020-62, an ordinance amending the Fees & Fines schedules and related text amendments to the Buffalo Grove Municipal Code.

Ordinance No. 2020-63 - Software

Motion to pass Ordinance No. 2020-63, authorizing the Village Manager to execute an amendment to the current Agreement with Vector Solutions/Target Solutions in a total amount not to exceed \$31,800.26, pending final review and approval by the Village Attorney.

Ordinance No 2020-64 – Snow Plow Wing Retrofit

Motion to pass Ordinance No. 2020-64, authorizing the retro-fit of vehicle unit #418 with a wing plow and controls at a not-to-exceed price of \$39,099.00 from Bonnell Industries of Dixon, Illinois.

Ordinance No. 2020-65 – Clarke Environmental

Motion to pass Ordinance No. 2020-65, authorizing the execution of an Agreement with Clarke Environmental Mosquito Management, Inc. at a not-to-exceed price of \$53,000.00 for Fiscal Year 2021.

Ordinance No. 2020-66 – Coarse Aggregate Material

Motion to pass Ordinance No. 2020-66, authorizing the Village Manager to execute a contract, pending review and approval by the Village Attorney, with the lowest responsive and responsible bidder, G&M Trucking, at an annual amount not to exceed \$87,350.00.

Ordinance No. 2020-67 – Computer Purchase

Motion to pass Ordinance No. 2020-67, authorizing the Village Manager to purchase computers from Dell in an amount not to exceed \$37,643.57.

Ordinance No. 2020-68 – Vehicle Repair

Motion to pass Ordinance No. 2020-68, authorizing the Village Manager to expend \$29,312.69 with a contingency in the amount of \$5,862.31 with Fire Service Inc.

Ordinance No. 2020-69 – Toughbook

Motion to pass Ordinance No. 2020-69, authorizing the Village Manager to order Panasonic Toughbooks through the State of Illinois Central Management Services contract CMS701124A in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS525/0.01 et seq.) in a total not-to-exceed amount of \$73,035.00.

Ordinance No. 2020-70 – Ciorba IICP

Motion to pass Ordinance No. 2020-70, authorizing the execution of an Agreement with Ciorba Group at a price not to exceed \$244,827.60 over the next five years, subject to review and approval of the Agreement by the Village Attorney.

Resolution No. 2020-42 – Cook County CARES IGA

Motion to pass Resolution No. 2020-42, approving an Inter-Governmental Agreement with Cook County for reimbursements related to the COVID-19 Pandemic.

Resolution No. 2020-43 – Lake County Easement

Motion to pass Resolution No. 2020-43, consideration for an Easement Assignment to Lake County to officially maintain a storm sewer related to Buffalo Grove Road and Aptakisic Road.

Resolution No. 2020-44 – 2020 Position Classification

Motion to pass Resolution No. 2020-44, to approve the revised 2020 pay ranges for employees of the Village of Buffalo Grove.

Resolution No. 2020-45 – Closed Session Minutes

Motion to pass Resolution No. 2020-45, relating to the semi-annual review of Closed Session Minutes.

It was requested that Item 8. G. Ground Emergency Medical Transport Supplemental Payment be removed from the Consent Agenda.

Moved by Ottenheimer, seconded by Smith, to approve the Consent Agenda minus Item 8.G. Ground Emergency Medical Transport Supplemental Payment. Upon roll call, Trustees voted as follows on the amended Consent Agenda:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2020-71 – FIRE STATION 26

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2020-71, authorizing the Village Manager to execute a contract with Engineered Services, Inc. for Fire Station 26 Generator Replacement at a base amount not to exceed \$75,136.00, pending final review and approval of the agreement by the Village Attorney, with staff also requesting that the Village Manager be authorized to control a contingency of \$12,000.00 only to be expended in the event of issues that may arise as the generator is integrated into existing architecture.

Mr. Robinson reviewed the proposed ordinance, details of which are contained in the Village Board Meeting Agenda Item Overview that he prepared.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2020-72 – SCADA

Moved by Pike, seconded by Smith, to pass Ordinance No. 2020-72, SCADA Support Services, authorizing execution of an agreement with Concentric Integration for supervisory control and data acquisition maintenance services and software maintenance support in an amount not to exceed \$85,700.00, pending final review and approval of the agreement by the Village Attorney.

Mr. Robinson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of August 26, 2020.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2020-73 – STREET LIGHT MAINTENANCE

Moved by Pike, seconded by Johnson, to pass Ordinance No. 2020-73, authorizing the Village Manager to execute a contract, pending review and approval by the Village Attorney, with the lowest responsive and responsible bidder, Aldridge Electric, in an amount not to exceed \$254,689.45.

Mr. Robinson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of September 16, 2020.

Upon roll call, Trustees voted as follows on the motion:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 Motion declared carried.

ORDINANCE NO. 2020-74 – MICROSOFT OFFICE

Moved by Johnson, seconded by Stein, to pass Ordinance No. 2020-74, authorizing Microsoft software licensing to be acquired through the Illinois Central Management Services (CMS) purchasing program from Dell in accordance with the Illinois Governmental Joint Purchasing Act at an annual cost of \$47,804.86 and three-year total cost of \$143,414.57.

Ms. Maltas reviewed the proposed ordinance, details of which are contained in her memo to the Board of September 17, 2020, after which she answered questions from the Board.

Upon roll call, Trustees voted as follows:

AYES: 5 – Stein, Ottenheimer, Johnson, Smith, Pike
 NAYS: 1 – Weidenfeld
 Motion declared carried.

ORDINANCE NO. 2020-75 – AMBULANCE PURCHASE

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2020-75, authorizing that the replacement vehicle be acquired through the Suburban Purchasing Cooperative program in accordance with the Illinois Governmental Joint Purchasing Act in a total not-to-exceed amount of \$379,539.00.

Mr. Robinson reviewed the proposed ordinance, details of which may be found in Chief Baker's memo dated September 8, 2020 to Mr. Bragg.

Upon roll call, Trustees voted as follows on the motion:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 Motion declared carried.

ORDINANCE NO. 2020-76 – 2020 BUDGET AMENDMENT

Moved by Stein, seconded by Ottenheimer, to pass Ordinance No. 2020-76, formally adopting the Village's Fiscal Year 2020 Budget Amendments, in accordance with materials contained in Board packets.

Mr. Black reviewed the proposal, details of which are contained in his memo of September 17, 2020 to Mr. Bragg.

Upon roll call, Trustees voted as follows on the motion:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 Motion declared carried.

2019 AUDIT

Moved by Weidenfeld, seconded by Ottenheimer, to accept the 2019 Annual Audit presented by the Village's Auditor, Lauterbach and Amen.

Mr. Black reviewed the proposed acceptance.

Upon roll call, Trustees voted as follows on the motion:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 Motion declared carried.

SNOW & ICE REMOVAL

Moved by Pike, seconded by Smith, to reject all bids, negotiate with vendors for some services, and continue to have Public Works provide the majority of snow removal services for the Village of Buffalo Grove.

Mr. Robinson reviewed the proposal, details of which are contained in his memo of September 2, 2020 to Mr. Bragg.

Upon roll call, Trustees voted as follows on the motion:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 Motion declared carried.

700 E. LAKE COOK ROAD

Moved by Johnson, seconded by Weidenfeld, to refer the redevelopment of 700 E. Lake Cook Road to the Planning & Zoning Commission for review and consideration.

Mr. Stilling reviewed the proposed redevelopment of 700 E. Lake Cook Road, details of which are contained in his memo to Mr. Bragg of September 17, 2020.

Rick Heidner, Heidner Properties, Inc. reviewed the preliminary plans for the proposed Ricky Rockets development, after which he and Mr. Stilling answered questions from the Board.

Upon roll call, Trustees voted as follows on the motion:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 Motion declared carried.

GROUND EMERGENCY MEDICAL TRANSPORT PAYMENT

Moved by Smith, seconded by Johnson, to approve an Intergovernmental Agreement with the Illinois Department of Health and Human Services to alter the payment structure for Medical Ambulance Transports.

Mr. Grace reviewed the proposal, details of which are contained in the memo from Chief Baker to Mr. Bragg and Mr. Black, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows on the motion:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike
 NAYS: 0 – None
 Motion declared carried.

QUESTIONS FROM THE AUDIENCE

President Sussman reviewed the parameters to be followed by speakers and asked if there were any questions from the audience on items not on tonight's agenda; there were no such questions.

EXECUTIVE SESSION

Moved by Ottenheimer, seconded by Weidenfeld, to adjourn the Regular Meeting and move to Executive Session to discuss **Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity** and **Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06.** Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

The Board moved to Executive Session from 8:20 P.M. until 9:29 P.M.

ADJOURNMENT

The meeting was adjourned at 8:20 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 19th DAY OF October 2020

Village President

Minutes Acceptance: Minutes of Sep 21, 2020 6:30 PM (Approval of Minutes)

**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE BOARD OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN COUNCIL CHAMBERS,
50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS, AND VIA AUDIO/VIDEO CONFERENCING
MONDAY, OCTOBER 5, 2020**

CALL TO ORDER

President Sussman called the meeting to order at 7:30 P.M. This meeting is being conducted in person as well as via audio and video conferencing.

ROLL CALL

Roll call indicated the following present at Village Hall: Trustees Stein, Ottenheimer, Weidenfeld, Johnson, Smith and Pike. President Sussman was present via audio/video conferencing.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Jenny Maltas, Deputy Village Manager; Chris Stilling, Deputy Village Manager; Evan Michel, Management Analyst; Darren Monico, Village Engineer; Nicole Woods, Deputy Community Development Director; and Police Chief Casstevens.

The Committee of the Whole Meeting consisted of staff reports and Board discussion on the following topics.

COAL TAR SEALANT

Mr. Monico reviewed the staff recommendations regarding coal tar sealants, details of which are contained in his memo to Mr. Bragg of August 27, 2020.

Following Board discussion, it was determined that staff will prepare an ordinance creating a license for vendors to apply driveway sealant, and would prohibit the use of coal tar sealant on residential and commercial driveways, parking lots and bike paths.

RENTAL INSPECTION PROGRAM

Ms. Woods reviewed the recommended staff modifications to the Residential Rental Housing Program, details of which are contained in her memo of October 1, 2020 to Mr. Bragg, after which she answered questions from the Board. Board members were all in support of the staff recommendations presented by Ms. Woods.

2021 STRATEGIC GOALS

Ms. Maltas reviewed the 2021 strategic plan goals, details of which are contained in the 2021 Strategic Plan Goals that she prepared, after which she answered questions from the Board.

QUESTIONS FROM THE AUDIENCE

President Sussman reviewed the parameters to be followed by speakers and asked if there were any questions from the audience on items not on tonight's agenda.

Dave Siemiaszko, 1089 Miller Lane, commented on his concerns with regard to the mandatory mask order in Buffalo Grove, believing that businesses do not have the right to deny entry to anyone not wearing a mask.

ADJOURNMENT

Moved by Stein, seconded by Johnson, to adjourn the meeting. Upon roll call, the motion was unanimously declared carried. The meeting was adjourned at 8:23 P.M.

Minutes Acceptance: Minutes of Oct 5, 2020 7:30 PM (Approval of Minutes)

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 19th DAY OF October 2020

Village President

Minutes Acceptance: Minutes of Oct 5, 2020 7:30 PM (Approval of Minutes)

**Action Item : Approval of Warrant #1320****Recommendation of Action**

Staff recommends approval.

Total Warrant: \$5,098,319.56

ATTACHMENTS:

- W#1320 SUMMARY (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Chris Black, Finance

Monday, October 19, 2020

VILLAGE OF BUFFALO GROVE WARRANT #1320
19-Oct-20

General Fund:	198,204.97
Parking Lot Fund:	696.75
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	0.00
School & Park Donations	0.00
Capital Projects-Facilities:	15,422.00
Capital Projects-Streets:	1,144,578.56
Health Insurance Fund:	0.00
Facilities Development Debt Service Fund:	0.00
Retiree Health Savings (RHS):	225,353.05
Water Fund:	578,827.14
Buffalo Grove Golf Fund:	93,498.84
Arboretum Golf Fund:	168,846.52
Refuse Service Fund:	66,882.41
Information Technology Internal Service Fund:	212,647.79
Central Garage Internal Service Fund:	355,994.19
Building Maintenance Internal Service Fund:	92,554.98
	<u>3,153,507.20</u>
 PAYROLL PERIOD ENDING 10/01/2020	 970,109.67
PAYROLL PERIOD ENDING 10/15/2020	974,702.69
	<u>1,944,812.36</u>
 TOTAL WARRANT #1320	 <u><u>5,098,319.56</u></u>

APPROVED FOR PAYMENT BY THE PRESIDENT AND BOARD OF TRUSTEES OF
 THE VILLAGE OF BUFFALO GROVE, ILLINOIS

 Village Clerk

 Village President

Attachment: W#1320 SUMMARY (Approval of Warrant #1320)



Information Item : Proclamation Changing the Name of the CRD

Recommendation of Action

n/a

Proclaiming the Buffalo Grove Commission for Residents with Disabilities will hereby be known as the Rick Kahen Commission for Residents with Disabilities.

ATTACHMENTS:

- Rick Kahen CRD Proc (DOCX)

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, October 19, 2020	
--------------------------	--

Village of Buffalo Grove

RENAMING THE COMMISSION FOR RESIDENTS WITH DISABILITIES IN HONOR OF RICK KAHEN

WHEREAS, The Commission for Residents with Disabilities was created to assess the needs and concerns of citizens with disabilities and to cooperate with the Village and all other governmental entities in the promotion of quality-of-life issues for persons with disabilities; and

WHEREAS, Rick Kahen joined the Buffalo Grove Commission for Residents with Disabilities in 1994, 2 years after it was first created and he went on to serve the commission as chairman for nearly three decades; and

WHEREAS, During his tenure, Rick Kahen strongly advocated educating the community on disability issues and implementing changes to make the village more accessible for people with disabilities; and

WHEREAS, Rick Kahen and the Commission for Residents with Disabilities worked alongside the Buffalo Grove Park District to increase handicap accessibility of the parks, which included such initiatives as poured-in-place surfacing, ramps, panel games and even swings, and took a proactive approach with handicap accessibility assessment of village shopping centers through a comprehensive report to the village's Building and Zoning Department; and

WHEREAS, Under Kahen's dedicated leadership, the Buffalo Grove Days Fun & Food and Buddy Baseball programs were established. These events became fixtures at the Village's annual end-of-summer festival, which welcomed disabled residents and their immediate families; and

WHEREAS, Rick Kahen served as a model of hard work, integrity, and dedication for the people of the Village of Buffalo Grove,

NOW, THEREFORE, I, Beverly Sussman, President of the Village of Buffalo Grove with the full concurrence of the Village Board, do hereby proclaim the Buffalo Grove Commission for Residents with Disabilities will hereby be known as the Rick Kahen Commission for Residents with Disabilities.

Proclaimed this 19th day of October, 2020.

Beverly Sussman
Village President

Attachment: Rick Kahen CRD Proc (Proclamation Changing the Name of the CRD)



Resolution No. R-2020-46 : Resolution Extending Executive Order 2020-10

Recommendation of Action

Staff recommends approval.

This resolution extends Village President, Beverly Sussman's Executive Order 2020-10. Illinois Governor J.B. Pritzker declared all counties in the State of Illinois as a disaster area on March 9, 2020 and has subsequently extended. His current order expires October 19, 2020. In the event he extends his order a revised Resolution and Executive Order will be provided under separate cover.

ATTACHMENTS:

- Resolution Extending the Local Disaster Emergency Proclamation 10-19 rev (DOCX)

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, October 19, 2020

RESOLUTION EXTENDING EXECUTIVE ORDER 2020-10

WHEREAS, on October 19, 2020, Village President, Beverly Sussman, issued Executive Order 2020-10 based upon the COVID-19 pandemic;

WHEREAS, the diagnosed cases of COVID-19 in the local area and the State of Illinois continue to increase;

WHEREAS, Illinois Governor J.B. Pritzker declared all counties in the State of Illinois as a disaster area on March 9, 2020 and further extended that declaration until November 14, 2020; and issued a subsequent Order numbered 2020-59 on October 16, 2020 and;

WHEREAS, it is necessary and appropriate for the Village of Buffalo Grove to continue to take measures to protect the public's health in response to the COVID-19 outbreak;

WHEREAS, the Village Board finds that the present situation requires the extension of the Village President's Executive Order 2020-10;

NOW, THEREFORE, be it resolved as follows:

Executive Order 2020-10 dated October 19, 2020 issued by Village President Beverly Sussman is hereby extended. Said extension shall be coterminous with the COVID-19 disaster proclamation issued by Governor J.B. Pritzker unless further amended or modified.

This Resolution shall be filed with the Village Clerk as soon as is practical and spread of record to all appropriate agencies.

AYES: _____
 NAYES: _____
 ABSENT: _____

Passed _____, 2020
 Approved _____, 2020

Approved:

 Beverly Sussman, Village President

Attest:

 Janet Sirabian, Village Clerk



Information Item : Lieutenant and Firefighter/Paramedic Badge Presentations

Recommendation of Action

Staff recommends presentation.

Bill Navarro will be presented with his Lieutenant badge, Brian Chrencik and Ken Whisler will be presented with their Firefighter/Paramedic badges from the Buffalo Grove Fire Department.

Trustee Liaison
Smith

Staff Contact
Mike Baker, Fire

Monday, October 19, 2020	
--------------------------	--



Information Item : Presentation of Rotary Firefighter and Police Officer of the Year Awards

Recommendation of Action

Staff recommends presentation.

The Buffalo Grove Rotary will present their Firefighter of the Year Award to Firefighter/Paramedic Gary Steadman. They will also present the Police Officer of the Year Award to Sergeant Tony Montiel as well as the Special Commendation Award to Investigator Brian Hansen.

Trustee Liaison
Smith

Staff Contact
Mike Baker, Fire

Monday, October 19, 2020	
--------------------------	--



Information Item : Proclamation for World Polio Day 2020

Recommendation of Action

Staff recommends proclamation.

The Village proclaims World Polio Day in Illinois to raise awareness of Polio disease and in support of Polio Research Illinois' important efforts to improve the quality of life of those who are battling this disease.

ATTACHMENTS:

- Polio 2020 (DOC)

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, October 19, 2020	
--------------------------	--

Village of Buffalo Grove

PROCLAMATION FOR WORLD POLIO DAY 2020

WHEREAS, the Rotary Club of Buffalo Grove is a member of Rotary International, the world's first, and still one of its largest, non-profit service organizations, founded in Chicago, Illinois, in 1905; and

WHEREAS, the Rotary motto "Service Above Self" inspires members to provide humanitarian service, encourage high ethical standards, and promote good will and peace in the world; and

WHEREAS, Rotary in 1985 launched PolioPlus and spearheaded the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, UNICEF and the Bill & Melinda Gates Foundation, to immunize all the children of the world against polio; and

WHEREAS, polio cases have dropped by over 99.9 percent since 1988, and the world now stands on the threshold of eradicating this dreaded disease and thereby eliminating the threat of polio-caused paralysis to every child in the world; and

WHEREAS, members of the Rotary Club of Buffalo Grove continue to contribute their time and their resources to support PolioPlus and the Global Polio Eradication Initiative; and

WHEREAS, their efforts are providing much needed operational support, medical personnel, laboratory equipment and educational materials for health workers and parents;

NOW THEREFORE, BE IT RESOLVED that I, Beverly Sussman, President of the Village of Buffalo Grove do hereby proclaim **WORLD POLIO DAY 2020** in Illinois to raise awareness of Polio disease and in support of Polio Research Illinois' important efforts to improve the quality of life of those who are battling this disease.

Proclaimed this 19th day of October, 2020.

Beverly Sussman
Village President

Attachment: Polio 2020 (Proclamation for World Polio Day 2020)



Information Item : Proclamation Declaring November as Native American Heritage Month

Recommendation of Action

Staff recommends proclamation.

SUMMARY: The Village recognizes November as Native American Heritage Month.

ATTACHMENTS:

- Native American Heritage Month 2019 (DOC)

Trustee Liaison
Sussman

Staff Contact
Evan C Michel, Office of the Village Manager

Monday, October 19, 2020



Village of Buffalo Grove

Native American Heritage Month

WHEREAS, the history and culture of our great nation have been significantly influenced by the indigenous peoples – the first Americans – of North America; and

WHEREAS, we recognize their many accomplishments, contributions and sacrifices, and we pay tribute to their participation in all aspects of American society; and

WHEREAS, we celebrate the ancestry and time-honored traditions of American Indians and Alaska Natives in North America; and

WHEREAS, they have guided our land stewardship policies, added immeasurably to our cultural heritage, and demonstrated courage in the face of adversity; and

WHEREAS, their native languages have also played a pivotal role on the battlefield when, during World Wars I and II, Native American code talkers developed unbreakable codes to communicate military messages that saved countless lives; and

NOW THEREFORE, I, Beverly Sussman, President of the Village of Buffalo Grove do hereby proclaim the month of November 2020 as **Native American Heritage Month** in the Village of Buffalo Grove.

Proclaimed this 19th day of October, 2020.

Beverly Sussman,
Village President



Action Item : WAN Tower Project Change Order

Recommendation of Action

Staff recommends approval.

SUMMARY: Due to the effects of COVID this project suffered delays in construction. The final change order reflects an increase of 61 days and a reduction of \$320.00. Staff recommends authorizing the Village Manager to execute this change order as it is in the best interests of the Village of Buffalo Grove.

ATTACHMENTS:

- Village of Buffalo Grove Change Order4a (PDF)

Trustee Liaison
Johnson

Staff Contact
Brett Robinson, Finance

Monday, October 19, 2020

Village of Buffalo Grove Change Order

Project Name Wide Area Network and Tower Improvement Change Order Number 4

Project Number VoBG-2019-28 Date 09/29/2020

The Contract is altered as follows:

Completion date extended to complete close out documents and punch list items.
Remove ASA 5506 from Mobilcom.

The original Contract Amount was	\$ <u>262,666.10</u>
Amount altered by previous Change Order	\$ <u>20149.37</u>
The Contract Amount prior to this Change Order	\$ <u>282,815.47</u>
The Contract Amount will be (increased, decreased) by this Change Order in the amount of	\$ <u>-320.00</u>
The new Contract Amount including this Change Order	\$ <u>282,459.47</u>
Original Contract Completion Date	<u>5/31/2020</u>
Days altered by previous Change Order	<u>91</u> Calendar Days
The Contract Time/Completion Date will be (increased, decreased)by	<u>61</u> Calendar Days
The new Contract Completion Date	<u>10/31/2020</u>

Accepted by:

Urban Communications, Inc

Contractor

Edmund G Urban III

Printed Name



Signature

President

Title

The Village of Buffalo Grove

Printed Name

Signature

Title

Attachment: Village of Buffalo Grove Change Order4a (WAN Tower Project Change Order)



Resolution No. R-2020-47 : Resolution Relating to the Semi-Annual Review of Closed Session Minutes

Recommendation of Action

Staff recommends approval.

SUMMARY: The Corporate Authorities have determined that the closed session minutes noted in the attached resolution require confidential treatment.

ATTACHMENTS:

- RESOLUTION - 101920 (DOC)

Trustee Liaison

Ms. Sirabian

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, October 19, 2020

RESOLUTION No. 2020-**RESOLUTION RELATING TO THE SEMI-ANNUAL REVIEW OF CLOSED SESSION MINUTES**

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, pursuant to Section 2.06 of the Open Meetings Act:

SECTION ONE: On September 21, 2020, the Corporate Authorities of the Village voted to approve the following Closed Session minutes:

August 17, 2020

August 31, 2020.

SECTION TWO: The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the approved minutes listed in Section One.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED AND APPROVED this 19th day of October, 2020

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: RESOLUTION - 101920 (R-2020-47 : Resolution Relating to the Semi-Annual Review of Closed Session Minutes)



Ordinance No. O-2020-77 : Approve an Ordinance Granting a Sign Variation for an Electronic Sign at 401 W Dundee Road

Recommendation of Action

The Planning & Zoning Commission unanimously recommended approval, subject to the conditions in the attached Ordinance. Staff concurs with this recommendation.

SUMMARY: Kingswood Church to replace an existing ground sign with an electronic sign along Dundee Road. The Planning & Zoning Commission unanimously recommended approval, subject to the conditions in the attached Ordinance.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit A PZC Minutes 10.7.20(PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Chris Stilling, Community Development

Monday, October 19, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 15, 2020

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Deputy Director of Community Development

SUBJECT: Approve an Ordinance Granting a Variation to the Sign Code for an electronic message sign and exceeds maximum restrictions regarding size and height, and encroaches into the front yard setback in a residential district for 401 W Dundee.

PROJECT BACKGROUND

The Petitioner, Karen Dodge is requesting on behalf of Kingswood Church to replace an existing ground sign with an electronic sign along Dundee Road. Pursuant to the Sign Code, all electronic message signs require a variation. Additionally, the proposed sign exceeds the required size and height regulations for a residential sign and is seeking variations and encroaches into the front yard setback.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The Planning & Zoning Commission unanimously recommended approval, subject to the following conditions:

1. The proposed sign shall substantially conform to the documents and plans attached as part of the petition.

Staff concurs with this recommendation.

Public Hearing Comments

There were no comments from the public concerning this request.

PLANNING & ZONING ANALYSIS

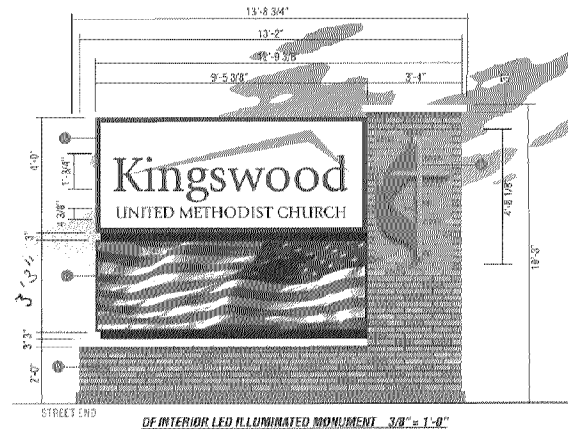
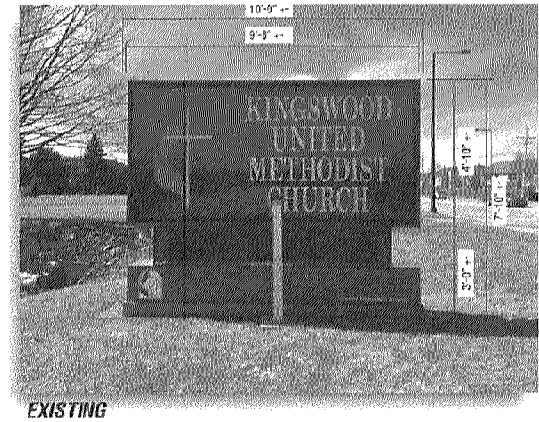
Zoning History

- The subject property received a special use permit as part of Ordinance 95-38 to allow for the Kingswood United Methodist Church to be located in the R-1 single family residential district.
- In 1997, Kingswood Church received a variance for a ground sign as part of the Ordinance 97-78. The Ordinance permitted a variation to allow the ground sign to be constructed within the front yard setback.



Location and height

- The proposed electronic sign will be replacing the existing ground sign. The proposed electronic will not protrude any closer to the sidewalk as the existing ground sign.
- The proposed electronic sign will be setback 17'-6" from the property line and encroach into the required 40 foot front yard setback.
- The existing ground sign height is 7'-10". The proposed electronic sign height will be 2'-5" greater than the existing ground sign.
- The code requires that a maximum height of 5' for all signs in the residential districts. The proposed electronic sign will be 10'-3" in total and hence will require a variation for height.

**Size**

- The code requires that a maximum size of 16 square feet for all signs in the residential districts.
- The proposed electronic sign measures approximately 77 square feet in area excluding the masonry base and pier.
- The proposed electronic sign requires a variation as it exceeds the size of the sign by 61 square feet in the Residential District.

Electronic Sign

- Per the code, electronic message signs are allowed by variation only.
- Section 14.20.070 of the Village of Buffalo Grove Sign Code sets forth certain standards/requirements for electronic message signs. The Petitioner has provided a letter to the Village acknowledging their intent to operate the sign under the standards set forth in the Village of Buffalo Grove sign code.

ACTION REQUESTED

Staff recommends that the Village Board approve an Ordinance granting a Variation to the Sign Code for 401 W Dundee, subject to the conditions in the attached Ordinance.

ORDINANCE NO. 2020-_____

**GRANTING A VARIATION TO THE BUFFALO GROVE SIGN
CODE FOR AN ELECTRONIC MESSAGE BOARD SIGN**

Kingswood United Methodist Church

401 West Dundee Road

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the real property ("Property") is zoned R1 and is commonly known as 401 West Dundee Road, Buffalo Grove, Illinois; and,

WHEREAS, the Kingswood United Methodist Church ("Petitioner"), is seeking variation for an electronic message board sign; and

WHEREAS, the Planning & Zoning Commission voted 9-0 recommending approval of the variation, as reflected in the minutes attached as Exhibit A; and

WHEREAS, the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested sign variation is in harmony with the general purpose and intent of the Sign Code (Title 14 of the Buffalo Grove Municipal Code), and that the Petitioner has shown:

1. The literal interpretation and strict application of the provisions and requirements of this Title would cause undue and unnecessary hardships to the sign user because of unique or unusual conditions pertaining to the specific building, parcel or property in question; and
2. The granting of the requested variance would not be materially detrimental to the property owners in the vicinity; and
3. The unusual conditions applying to the specific property do not apply generally to other properties in the Village; and
4. The granting of the variance will not be contrary to the purpose of this Title pursuant to Section 14.04.020

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

Section 1. The preceding WHEREAS clauses are hereby adopted by the Corporate Authorities and made a part hereof.

Attachment: Ordinance (O-2020-77 : Approve an Ordinance Granting a Sign Variation at 401 W Dundee Road)

Section 2. Variation is hereby granted to the Village Sign Code (Title 14 of the Buffalo Grove Municipal Code, Sections 14.16 and 14.20) for the purpose of an electronic message board sign on the Property, subject to the following conditions:

- 1. The proposed sign shall substantially conform to the plans and documents attached as part of the petition.

Section 3. This Ordinance shall be in full force and effect from and after its passage, and approval. This Ordinance shall not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2020.

APPROVED: _____, 2020.

APPROVED:

Beverly Sussman, Village President

ATTEST:

Village Clerk

Exhibit A
Sign Plans
Kingswood United Methodist Church
401 West Dundee Road

Attachment: Ordinance (O-2020-77 : Approve an Ordinance Granting a Sign Variation at 401 W Dundee Road)

Exhibit B
Minutes from the August 21, 2019 PZC Meeting

Kingswood United Methodist Church
401 West Dundee Road

Attachment: Ordinance (O-2020-77 : Approve an Ordinance Granting a Sign Variation at 401 W Dundee Road)

10/7/2020

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON WEDNESDAY, OCTOBER 7, 2020**

Call to Order

The meeting was called to order at 7:30 PM by Chairman Frank Cesario

2. Open Meetings Act Compliance

Pursuant to orders issued in response to the COVID-19 pandemic, this Public Hearing is closed to in-person, public attendance. The hearing is being held via Zoom web conference meeting, which permits the public to fully participate in the virtual Public Hearing via Zoom on a computer, tablet or phone. Details on how to access and participate in this online virtual hearing are available below. More information pertaining to the meeting information and links to the virtual meeting can be found at

<<https://us02web.zoom.us/j/84168623182>>

Please click the link below to join the webinar:

<<https://us02web.zoom.us/j/84168623182>>

Or iPhone one-tap :

US: +13126266799,,84168623182# or +13017158592,,84168623182#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

*US: +1 312 626 6799 or +1 301 715 8592 or +1 929 436 2866 or +1 669 900 6833 or
+1 253 215 8782 or +1 346 248 7799*

Webinar ID: 841 6862 3182

International numbers available: <<https://us02web.zoom.us/j/kv6lwMW7Y>>

Public Hearings/Items For Consideration

1. Consider Variations for a Roofed-Over Front Porch and a Rear Yard Addition at 495 Bernard Drive. (Trustee Johnson) (Staff Contact: Nicole Woods)

Mr. Greiner described their petition for a roofed over porch in the front yard and a room addition in the rear yard of the subject property.

Com. Goldspiel asked if the front addition was further out than the existing porch.

Flubacker said it would be 3.5 feet further out than the existing porch

Com. Goldspiel asked if the porch would be open or enclosed.

Mr. Flubacker said it would be open.

Com. Goldspiel asked about the distance between the proposed room addition and the garage.

Mr. Flubacker said it was 5 feet apart.

10/7/2020

Com. Goldspiel noted that it could be a potential fire hazard and asked if anything was going to be done to keep fire from spreading.

Mr. Flubacker noted that they can put some fire retardant material as a preventative measure.

Com. Weinstein asked about the rear addition and the impact it may cause accessing the garage.

Mr. Flubacker said no because of the placement of the garage door and is a familiar action for the family.

Chairperson Cesario noted that this property is on a hill and not much can happen without encroaching.

Chairperson Cesario asked if there have been any concerns from the public.

Village Planner, Akash said they received one phone call, but no concerns were raised.

Com Weinstein asked about the motion and the addition of the fire retardant.

Mr. Flubacker said that they will follow current Fire Code and add jips board.

Village Attorney said any fire retardant material that meets Village Requirements, and the applicant would work with staff for the addition of fire retardant.

Chairperson Cesario thanked the petitioners.

Mrs. Greiner thanked the Commissioners and are hopeful to continue hosting events with their neighborhood friends.

Chairperson Cesario entered the Village Staff report at exhibit one.

Chairperson Cesario closed the Public Hearing at 7:51 pm.

Com. Weinstein made a motion to approve the construction of a roofed over front porch which encroaches 7' - 6" into front yard setback and a rear yard addition which encroaches 5' into the required 10' setback between the principal building and the detached garage subject to the following conditions:

- 1. The proposed front yard roofed over porch and the rear yard addition shall be install in accordance with the documents and plans submitted as part of this petition.*
- 2. Petitioners will work with staff to include fire resistant material to the rear yard addition.*

Com. Richards seconded the motion.

Com. Moodhe discussed the variations in this part of town are unavoidable due to the design of that neighborhood.

Chairperson Cesario spoke in favor of the petition and believes it is an improvement and a nice addition to the home.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Moodhe, Spunt, Cesario, Goldspiel, Khan, Weinstein, Au, Richards, Worlikar

2. Consider Variations for an Electronic Sign at 401 W Dundee Road. (Trustee Weidenfeld)
(Staff Contact: Nicole Woods)

10/7/2020

Ms. Dodge described their petition seeking variations from the Sign Code for a sign that is electronic and exceeds maximum restrictions regarding size and height, and encroaches into the front yard setback. The sign will be larger for motorist to read.

Com. Goldspiel asked about the restrictions that would be placed on the sign.

Village Planner, Akash went over the restrictions and said the petitioner outlines the restrictions on packet page 30.

Ms. Dodge said the hours of operation are 11:00 pm to 6:00 am with only church related content. She noted the sign is dimmable.

Com. Goldspiel noted the new signs on Dundee road. He asked how the size of the sign compares to the size of others signs in the area.

Village Planner, Akash said she drove by the sign and the sign will be similar to those in the business district. She also noted that this sign is not considerably larger than the existing sign.

Ms. Dodge said the total change is 6 square feet different and text size is a little smaller.

Com. Spunt asked about electrical and referenced packet page 27.

Ms. Dodge said they will use the existing electrical to power the new sign, nothing will need to be dug up.

Com. Au asked if the current sign was a lighted sign.

Village Planner, Akash said yes.

Com. Au asked about the hours of operation of the lighted sign.

Ms. Dodge said she does not know what the current hours of operation are for the current lighted sign.

Com. Au asked if there had been any complaints about the current lighted sign.

Ms. Dodge said she is not aware of any complaints.

Com. Au asked how much brighter this new sign will be from the existing sign.

Ms. Dodge said she doesn't think there will be much difference due to the distance from the property line.

Com. Au asked how far the closest residential line of site is to the sign.

Ms. Dodge said the closest is behind the church, but is blocked from the building. They face the bank and the fire department.

Com. Weinstein asked about the other side of Dundee referencing the strip center and noted that there is residential on both sides of the strip center, but thinks the sign would have to be incredible bright to reach them.

Chairperson Cesario asked if the petitioner wanted to refute their statement about the residential line of site.

Ms. Dodge said she does not believe they will be directly impacted.

Com. Weinstein asked staff if there was any comments from the public.

10/7/2020

Village Planner, Akash said she received one phone call and it was from someone who lived in one of those adjacent residential properties. They didn't have any concerns.

Deputy Community Development Director, Woods noted for clarification that the distance to the closest residential property is between 250 and 300 feet.

Chairperson Cesario thanked Ms. Woods for the clarification.

Com. Weinstein commented on other lighted signs near residences in Buffalo Grove and there have been no comments regarding those. Given the facts for the proposal he believes this will not be an issue.

Village Planner, Akash brought up the recent Park District sign which is also near residence and that has never had any complaints.

Com. Goldspiel commented on the past signs they have approved and has hopes that this sign will be better than the ones previously approved in the commercial area.

Com. Worlikar commented on packet page 30. He asked if there is a standard brightness.

Ms. Dodge said she is not sure of the standard is.

Village Planner, Akash said it followed the Code at 40%.

Com Au asked for clarification on the type of messaging that is allowed on the sign.

Village Planner, Akash said there will only be information on events at the church.

Mr. Dodge said correct. It is on packet page 30 for reference.

Chairperson Cesario entered the Staff Report as exhibit one.

Ms. Dodge thanked the commission for their time.

The Public Hearing closed at 8:12 pm.

Com. Weinstein made a positive recommendation to the Village Board for the approval of the variation for the location, size, height, and changeable copy standards for proposed digital sign for Kingswood United Methodist Church subject to the following conditions:

1. *The proposed ground signs must be installed in accordance with the documents and plans submitted as part of this petition.*

Com. Khan seconded the motion.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Next: 10/19/2020 7:30 PM Moodhe, Spunt, Cesario, Goldspiel, Khan, Weinstein, Au, Richards, Worlikar

Regular Meeting

Other Matters for Discussion

1. Workshop- Proposed Redevelopment of 700 E Lake Cook Road (Trustee Johnson) (Staff Contact: Nicole Woods)

10/7/2020

Deputy Community Development Director Woods introduced the Ricky Rockets Fuel Center proposed development at the vacant BMO Harris location.

Mr. MacKinnon discussed the status of the demolition of the BMO Harris Bank and described the development and the tenants of the building.

Com. Spunt commented on the brightness of their buildings.

Mr. MacKinnon said the one they are planning to build is duller in terms of brightness than their locations in other towns nearby and more consistent with the surrounding developments.

Com. Au commented on the sign located on top of the building and noted that she believe's the current Sign Code does not allow for signs on top of buildings. She asked if the sign can be move.

Mr. MacKinnon said they are working with staff on that.

Com. Worlikar asked if any traffic studies have been done.

Mr. MacKinnon said a full traffic study is underway.

Com. Moodhe asked about hours of operation.

Mr. MacKinnon said the hours of operation for the gas center is 24 hours and the hours of operation are from 7:00 am to 10:00 am.

Com. Moodhe asked about the proposed retail and self-storage.

Mc. MacKinnon said they would be normal retail hours depending on the tenants of the buildings.

Com. Weinstein ask if they can compare this to the car wash off of Arlington Heights. He is concerned about the noise of the car wash.

Mr. Heidner described the car wash and how it operates.

Chairperson Cesario asked staff to bring up Google Earth to discuss how the proposed development compares to the development that is across the street in relation to traffic flow.

Mr. MacKinnon said that it is no different.

Chairperson Cesario asked about an exit on the property.

Mr. MacKinnon said they have tried unsuccessfully to secure that property next to them to utilize that space.

Chairperson Cesario believes that an important aspect and concern to the development is the traffic flow.

Com. Weinstein commented on the Google Earth image. He asked about the landscape buffer and what their plan is.

Mr. MacKinnon discussed the proposed curb line which will keep the grass area.

Com Au asked about the outlot on Hastings.

Mr. MacKinnon said that BMO Harris had a lease on that property, but is owned by a separate property owner. They don't intend to sell it.

10/7/2020

Mr. Heidner said that when they are will to develop that property they may be able to work with them for dual access.

Com. Goldspiel asked about the right in right out restriction.

Mr. MacKinnon talked about their plans with Lake County DOT to remove that access restriction.

Com. Goldspiel commented on the traffic and is interested in what the study will say.

Deputy Community Development Director Woods discussed next steps that will occur.

The petitioners thanked the petitioners for their time and all of the information.

**This item was an information item thus no vote was taken.*

RESULT:	TABLED [UNANIMOUS]
AYES:	Moodhe, Spunt, Cesario, Goldspiel, Khan, Weinstein, Au, Richards, Worlikar

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Sep 16, 2020 7:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Moodhe, Spunt, Cesario, Goldspiel, Khan, Weinstein, Au, Richards, Worlikar

Chairman's Report

None.

Committee and Liaison Reports

None.

Staff Report/Future Agenda Schedule

Discussed upcoming projects.

Public Comments and Questions

None.

Adjournment

The meeting was adjourned at 9:15 PM

Chris Stilling

10/7/2020

APPROVED BY ME THIS 7th DAY OF October, 2020

Attachment: Exhibit A PZC Minutes 10.7.20 (O-2020-77 : Approve an Ordinance Granting a Sign Variation at 401 W Dundee Road)



Ordinance No. O-2020-78 : An Ordinance Amending Chapter 5.20 - Liquor Controls

Recommendation of Action

Staff recommends approval.

SUMMARY: The Class C liquor license issued to Liquor City, Inc. at 765 S. Buffalo Grove Road is hereby rescinded. The business has closed.

ATTACHMENTS:

- Ord Class C - Liquor City - Rescinded (DOCX)

Trustee Liaison
Sussman

Staff Contact
Jessie Brown, Community Development

Monday, October 19, 2020

Underlined = addition
~~Strikethroughs~~ = deletion
 10/09/2020

ORDINANCE NO. 2020 -

AN ORDINANCE AMENDING CHAPTER 5.20 LIQUOR CONTROLS

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit pursuant to the Illinois Constitution of 1970.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS as follows:

Section 1. Subsection C. of Section 5.20.072 of the Village of Buffalo Grove Municipal Code is hereby amended as follows:

5.20.72 Licenses authorized.

C. Class C.

<u>Licensee and d/b/a</u>	<u>Address</u>
1. American Drug Stores, Inc. d/b/a Osco	79 McHenry Road
2. Al & Al Cellar, Inc. d/b/a Al & Al Liquor	1407 W. Dundee Road
3. Seoul Supermarket, Inc.	1204 Dundee Road
4. Highland Park CVS, LLC	20 E. Dundee Road
5. Walgreen Co. d/b/a Walgreens	1225 W. Dundee Road
6. Bond Drug Company of Illinois, LLC d/b/a Walgreens	15 N. Buffalo Grove Road
7. Bond Drug Company of Illinois, LLC d/b/a Walgreens	1701 N. Buffalo Grove Road
8. 77018 Company d/b/a Garden Fresh Market	770 S. Buffalo Grove Road
9. BG Pantry, Inc. d/b/a BG Liquors	223 W. Dundee Road
10. Hariom, Inc. d/b/a Dev Liquor & Wine	1170 McHenry Road
11. Liquor City, Inc.	765 S. Buffalo Grove Road
12 <u>11</u> . Malhotra Enterprises, Inc. d/b/a 7-Eleven	1165 Weiland Road
13 <u>12</u> . Woodman's Food Market, Inc.	1550 Deerfield Parkway

Section 2.

Attachment: Ord Class C - Liquor City - Rescinded (O-2020-78 : Liquor City, Inc. - Class C - Rescinded)

- A. The Class C liquor license issued to Liquor City, Inc. at 765 S. Buffalo Grove Road is hereby rescinded.
- B. This Section 2 shall not be codified.

Section 3. This Ordinance shall be in full force and in effect from and after its passage and approval.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk



**Ordinance No. O-2020-79 : Ordinance Amending Section 10.20.030
of the Municipal Code - Towing Fees**

Recommendation of Action

Staff recommends approval of an amendment to Section 10.20 of the Municipal Code - Vehicle Seizure and Impoundment - to clarify Section 10.20.030 is a "fee" and not a "fine." The full code of the municipal code chapter can be found here:

https://library.municode.com/il/buffalo_grove/codes/code_of_ordinances?nodeId=TIT10VETR_CH10.20VESEIM

SUMMARY: Based on the ruling in *Saladrigas v. City of O'Fallon*, it is necessary to amend the Village's municipal code. The proposed amendment has been reviewed and recommended by the Village Attorney.

ATTACHMENTS:

- BG Section 10.20.030 redline (PDF)

Trustee Liaison
Ottenheimer

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, October 19, 2020

10.20.030 - Applicability.

- A. This Chapter shall not apply to a vehicle used in any of the violations set forth in Section 10.20.020 that was stolen at the time and the owner provides verifiable proof that the vehicle was stolen at the time the vehicle was impounded.
- B. This Chapter shall not replace or otherwise abrogate any existing state or federal laws, and the owner shall be subject to these fees and penalties in addition to any penalties that may be assessed by a court.

(Ord. No. 2013-71, § 1, 10-21-2013)



Ordinance No. O-2020-80 : Thompson Blvd and Brandywyn Lane No Parking Signs

Recommendation of Action

Staff recommends approval.

SUMMARY: Parking restrictions are required to complete the collector route construction on certain sections of Thompson Blvd and Brandywyn Lane. Staff recommends approval of the Traffic Ordinance update.

ATTACHMENTS:

- No parking Thompson & Brandywyn memo (DOCX)
- Ordinance no parking Thompson and Brandywyn 20-1001 (DOCX)

Trustee Liaison
Stein

Staff Contact
Darren Monico, Public Works

Monday, October 19, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 1, 2020

TO: Jenny Maltas, Deputy Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: No Parking signs on Thompson Blvd and Brandywyn Lane

The Village was recently awarded federal funding for the reconstruction of the collector routes of Thompson Boulevard and Brandywyn Lane. Per the Illinois Department of Transportation, collector routes need to be at least 36' wide or have parking restricted on one side of the street. In 2017, the Engineering Division polled the 373 residents that live on these streets which option they would prefer. 168 of the 186 responding residents (90%) voted for restricting parking on one side of the street. As the first part of the project will be completed this fall, the Village needs to update the Village Ordinance to reflect this requirement and to match the project road striping. As the project is split into three years there will be a similar ordinance update at the end of each year's project in 2020, 2021, and 2022.

This Ordinance will restrict parking on the east side of Brandywyn Lane from Thompson Boulevard to Aptakisic Road and on the north side of Thompson Boulevard from Brandywyn Lane to Buffalo Grove Road.

Staff recommends approval of the attached ordinance restricting parking on the above sections of Thompson Boulevard and Brandywyn Lane.

ORDINANCE NO. 2020 - _____

AN ORDINANCE AMENDING CHAPTER BG-11, RULES OF THE ROAD, OF THE
VILLAGE OF BUFFALO GROVE MUNICIPAL CODE

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and,

WHEREAS, in order to provide safe and efficient traffic flow along Thompson Boulevard and Brandywyn Lane in accordance with requirements of the Illinois Department of Transportation for collector street width, additional no parking regulations are required; and,

WHEREAS, the recommendations of the Village Engineer have been presented to the Corporate Authorities.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, AS FOLLOWS:

Section 1: Section BG-11-1308 of the Village of Buffalo Grove Municipal Code is hereby amended by amending Subsection 45 and 66 to read as follows:

BG-11-1308 No Parking Streets and Areas.

45. On the east curblin of Brandywyn Lane from Thompson Boulevard to Aptakisic Road.

66. On the north curblin of Thompson Boulevard from Brandywyn Lane to Buffalo Grove Road.

Section 2: Any person violating any portion of this Chapter shall be punished according to the provisions of Chapter 1.08 of the Buffalo Grove Municipal Code.

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

PUBLISHED: _____, 2020

APPROVED:

Village President

ATTEST:

Village Clerk



Ordinance No. O-2020-81 : DACRA E-Citation and Adjudication Software

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends authorizing the Village Manager to execute an agreement with DACRA Tech LLC., not to exceed amount of \$25,800 per year and pending review and approval of the agreement by the Village Attorney.

ATTACHMENTS:

- Dacra Recommendation (DOCX)
- DACRA E-Citations 052120 (PDF)
- Buffalo Grove-DACRA Tech-Agmt-10-12-2020 (PDF)
- DACRA Ordinance (DOCX)

Trustee Liaison
Smith

Staff Contact
Brett Robinson, Finance

Monday, October 19, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 14, 2020
TO: Dane Bragg, Village Manager
FROM: Brett Robinson, Purchasing Manager
SUBJECT: DACRA Software

Background

The Village is seeking to align with the majority of the members of Northwest Central Dispatch and re-engage DACRA Tech to provide both Adjudication and E-ticketing software services. In 2017 the Village selected a different provider for these services as DACRA was not approved to provide e-ticketing for the Lake County courts system. In January of this Year DACRA was approved by Lake County to provide these services. In addition to being a familiar software and aligning with NWCD communities the Village expects to save an estimated \$7,600 per year in software maintenance costs.

Recommendation

Staff recommends authorizing the Village Manager to execute an agreement with DACRA Tech LLC., access to the DACRA Tech Municipal Enforcement System at a not to exceed amount of \$25,800 per year and pending review and approval of the agreement by the Village Attorney.



BUFFALO GROVE POLICE DEPARTMENT INTERNAL MEMORANDUM

TO: Steven Casstevens, Chief of Police

FROM: Effie Harris, Technical Services Administrator

DATE: May 21, 2020

SUBJECT: New E- Citation Vendor - DACRA

The Village of Buffalo Grove executed a contract with Quicket Solutions on October 23, 2017. Officers were trained within a few months however, due to developmental delays with the software's inability to communicate with the Tyler/New World System Finance software, a large delay in implementation occurred. The officers had to be retrained (at our cost of an additional \$1500). The Department finally went live with Quicket on November 26, 2018, 13 months after the contract was signed. Our first adjudication hearing with Quicket was January 9, 2019. From the beginning of this project, we have spent over 400 hours (roughly \$16,000 in salary) troubleshooting and reporting various issues, as have several other Lake County agencies. We also participated in several "user group" meetings with area jurisdictions and learned our troubles were commonplace among all users of this software.

The Buffalo Grove Police Department is looking to terminate our current contract with Quicket and reacquire DACRA for our adjudication and ticket writing needs. The department ended its service contract with DACRA in 2017 due to the Circuit Clerk of Lake County's move to electronic ticketing. At that time, only two vendors were approved by the county: Tyler and Quicket. The department chose Quicket because of its promised ability to easily and quickly auto-populate driver's data into the tickets, meaning officers would spend less time on traffic stops. The Department also chose Quicket due to its purported cloud abilities and access to an adjudication platform – it would allow officers one place to write all tickets with one software solution. DACRA has been approved for use in Cook County for many years and was chosen as the citation vendor by Northwest Central Dispatch to utilize with the Motorola Premiere One CAD/Mobile/RMS platform. In January, DACRA was approved by Lake County Circuit Clerk as an e-citation vendor and is currently working with Round Lake Park, as their first Lake County agency.

Functionality:

A major component of the Quicket software is the ability for an officer to run information through LEADS, get a return, and upload that information to a ticket with a few clicks of a mouse. Since September 2019, this function has been inconsistent to where what should be the easiest of routine tasks cannot be completed with the software. This has caused immense frustration and has eventually led to a decline in citations. Either, the program does not send the

officers any return, the return cannot be uploaded, or the LEADS connection is not working. This causes the officer to type in the several fields of the ticket (to where handwriting would be more efficient and less of a safety issue.) Buffalo Grove was not the only department affected by this, as several other Lake County agencies reported the same problems. Since inception, LEADS queries in Quicket do not return any surrounding state information (Wisconsin, Michigan, and Indiana, specifically).

Part of our monthly fees (\$440) built into the contract with Quicket include advanced analytics. This module, as demonstrated, gave the ability to report hotspots of ticket types, where an officer travels most for their citations and other useful tools to aid in effective traffic enforcement. In a phone conversation with CTO Akshay Singh in the middle of 2019, he admitted that the analytics did not work as expected and that a new more improved analytics module would soon be available – we would be able to obtain this at a discount and no refund would be given. As of today's date, we have no working analytics module.

State mandated functionalities are also unavailable. To date, the service cannot perform expungements, an element that is vital to the integrity of a person's criminal and civil record. Failure to do so could result in a variety of legal and civil penalties.

The service also does not supply any sort of ticket history aside from when a ticket was written. In order to find any ticket information (such as adjudication date, disposition, and fines), several other searches must be completed. It is a time consuming and arduous process.

DACRA:

As of January 2020, DACRA was approved to supply electronic ticketing to the Circuit Clerk of Lake County. We have used their adjudication platform in the past, which was successful. Response times to any issues were quickly completed or otherwise responded to. DACRA is working very closely with Motorola regarding the Premiere One project through Northwest Central Dispatch. Out of 11 agencies, Buffalo Grove and Mount Prospect are the only agencies still using Quicket, while all other agencies have already implemented DACRA. We also recently discovered that our adjudication tickets and Lake County tickets will not be included in the Premiere One project which means none of our tickets will be uploaded to our new RMS system for referencing and reporting.

DACRA has a fully functional suite which enables its users to create adjudication tickets, both Lake and Cook County tickets, administrative towing recording, abandoned auto recording, racial profiling stops, pedestrian stops, hot spot mapping, juvenile information redaction and State mandated expungement processes. These utilities are currently functional and are available at no additional cost.

DACRA is approved in several Illinois County courts (Kane, Cook, DuPage, DeKalb, Tazewell, Will, and most recently, Lake). References include Schaumburg Police Department, Cook County Department of Administrative Hearings, Hanover Park Police Department and South Elgin Police Department, with an additional 30 cities and larger areas such as Joliet and Rockford. Also, Buffalo Grove has utilized DACRA in the past. Customer service was always responsive, they respected deadlines, the urgency of maintaining database

integrity, and making sure their software is in compliance with State and Federal laws. These may seem like a given, however, we do not see a lot of these ideologies present with Quicket.

Cost:

To maintain our current process through Quicket, maintenance and service costs are \$36,000 annually. DACRA has contracted with Northwest Central Agencies to provide service for adjudication, both Lake and Cook County tickets, code enforcement and towing, which all will integrate within Premiere One. The cost is standard among all Northwest Central Dispatch agencies: \$3/adjudication ticket and \$.50/ state ticket with a minimum of \$1500/month. Based on averages from mid to end of year, Buffalo Grove writes 450-600 adjudication tickets and 600-700 traffic tickets. Based on these totals, the cost at the highest months would be \$2150, while paying a minimum of \$1650 all other months. Assuming ticket numbers are at the highest of a cost at \$2150/month at 12 months, the yearly cost would total \$25,000 – a savings of \$10,200/year, while averaging the monthly cost would be \$22,800 – a savings of \$13,200/year. This cost could easily be minimized if the Village chooses to impose a \$5-\$10 adjudication fee, much like other municipalities have done.

Further, an agreement was reached with all NWCDS members that the cost of training, set-up, and maintenance would be covered by NWCDS – a savings of \$5,000.

Implementation:

The Buffalo Grove Police Department can be fully implemented and trained, ready for go-live within 30 days from signing a contract with DACRA. The product is web-based, so there is no need for software maintenance or updates, and DACRA's platform is compatible with our current thermal printers – ZEBRA ZQ520. The web based functions are available on the iPad, making code enforcement citing easier for the Village Inspectors, the Water Department, and Metra Parking Lot enforcement.

Also, the Village of Buffalo Grove Administrative Law Judge, David Eterno, is already familiar with the web-based product as several of his employers use DACRA as their administrative adjudication platform.

Recommendation:

It is my recommendation that the Buffalo Grove Police Department utilize the services provided by DACRA as soon as possible, preceding the transition to Premiere One. This would make the staggered transitions for these platforms easier on the end users, allowing them time to learn the software before being trained in a new Mobile/RMS. Further, the cost/benefit is evident, with an outright savings of at least \$10,000/year (or less if adjudication fees are imposed).

Respectfully submitted,

Effie Harris #63

Technical Services Administrator

**Village of Buffalo Grove
DACRA MUNICIPAL ENFORCEMENT SYSTEM
Software License Agreement**

Subject to the Terms and Conditions attached hereto, DACRA Adjudication Systems, LLC D/B/A DACRA Tech, LLC, (“**DACRA**”), 10275 W. Higgins Rd, Suite 490, Rosemont, IL 60018, hereby agrees to allow the Village of Buffalo Grove, an Illinois municipality (the “**Municipality**”), 46 Raupp Boulevard, Buffalo Grove, IL 60089 to access the DACRA Tech Municipal Enforcement System under the following terms and conditions, (the “**Agreement**”).

1. Monthly Usage Fee—Price Locked During Initial Term:

In exchange for the licensed use of DACRA software and service, as defined in this Agreement, Municipality will be billed a Monthly Subscription Fee calculated by totaling the fee for all citations issued that month. The tiered fee is based on annual citation volume and is subject to a monthly minimum of \$1,500.00:

<i>NWCDS Tiered Pricing Model</i>	<i>Per Ticket Fee</i>
Tier 1 Adjudication Citations -First 10K Issued Annually	\$3.00
Tier 2 Adjudication Citations -Second 10K Issued Annually	\$2.50
Tier 3 Adjudication Citations -Above 20K Issued Annually	\$2.00
Warning Tickets/Tow Receipts	\$0.50

Notwithstanding anything herein to the contrary, bug fixes or necessary updates to the current functionality of the system are included in the Monthly Usage Fee. Additional user modules are subject to mutually agreed upon fees. As utilized herein, the term “**Annually**” shall refer to the number of Citations issued in a calendar year.

2. Annual State Ticketing Fee

As an NWCDS member the annual \$5,000 fee for services related to state ticketing set-up, training, and support is covered per the master NWCDS agreement between NWCDS and DACRA. In the event that the NWCDS agreement is no longer in place, the pricing of this Agreement will be adjusted upward solely to reflect an additional annual fee of \$5,000. Notwithstanding the foregoing, DACRA shall provide 90-days written notice of the NWCDS agreement termination before any pricing adjustment to this Agreement shall be effective.

3. Credit for Annual Software Maintenance Fee - 2020:

In recognition of the Annual Software Maintenance Fee paid to DACRA per invoice no 2020-147 covering the period January 1, 2020 to December 31, 2020, Municipality shall receive a credit in the amount of \$761.46 for each month of the 2020 calendar year not utilized and covered under this agreement.

4. Hardware:

All hardware, connectivity, maintenance and usage costs related to the DACRA hosted service is the responsibility of DACRA.

All hardware, connectivity, maintenance and usage costs for hardware directly used by the Municipality (laptops, PCs, printers, network) is the responsibility of the Municipality.

5. DACRA Interface:

The DACRA interface with New World Logos interface purchased under your prior agreement will be included at no additional charge.

The DACRA interface with Motorola, provided as part of the NWCDS agreement, is included at no additional charge.

6. Term:

The Initial Term of this Agreement shall be two (2) years and shall commence on November 1, 2020. After the Initial Term, upon mutual written agreement of the parties hereto not less than 90-days prior to the end of the relevant term, this Agreement shall be renewed in successive periods of one (1) year each. (The Initial Term and any successive renewal term(s) shall be collectively referred to as the "**Term**"). All terms and conditions shall remain in full force and effect during the entire Term, except after the Initial Term of this Agreement, the Monthly Usage Fee [Minimum Monthly Fee and each Per Ticket Fee type] shall increase to the then prevailing market rates for the services covered under this agreement for each renewal period.

7. Incorporation of Software License Agreement Terms and Conditions.

This Agreement incorporates those additional Software License Agreement Terms and Conditions set forth following the mutual execution page as if set forth herein in this Agreement in their entirety.

Village of Buffalo Grove:

DACRA Tech, LLC:

By: _____

By:  _____

Print Name: _____

Print Name: Robert Schur

Title: _____

Title: Chief Executive Officer

Date: _____

Date: October 12, 2020

DACRA MUNICIPAL ENFORCEMENT SYSTEM
Software License Agreement Terms and Conditions

A. Agreement Definitions

“Municipality” and “You” and “Your” refers to the governmental entity that has executed DACRA’s Municipal Enforcement Software License Agreement (the “Pricing Agreement”) that accompanies and incorporates these Software License Agreement Terms and Conditions (the Pricing Agreement and these Software License Agreement Terms and Conditions are collectively referred to as the “Agreement”). Software as a service consists of system administration, system management, and system monitoring activities that DACRA performs for its Adjudication System (collectively, the “**Services**”). The term “Program Documentation” refers to materials provided by DACRA as part of the Services. The term “Adjudication System” refers to the software products owned or distributed by DACRA to which DACRA grants You access as part of the Services. The term “Users” shall mean those individuals authorized by You or on Your behalf to use the Services.

B. Rights Granted

Upon DACRA’s acceptance of Your order and mutual execution of the Agreement, and for the duration of the Term of this Agreement, You have the nonexclusive, non-assignable, royalty free, worldwide limited license (the “**License**”) to use the Services during the Term solely for Your municipality’s ordinance and code compliance purposes and subject to the terms of the Agreement (the “Purpose”). You may allow Your Users to use the Services solely for this Purpose and You are responsible for Your Users’ compliance with the Agreement. You acknowledge that DACRA has no delivery obligation and will not ship copies of the software that runs DACRA’s Adjudication System to You as part of the Services. You agree that You do not acquire under the Agreement any right to use the Adjudication System beyond the scope or the duration of the Term of this Agreement. Upon the end of the Term, Your right and License to access and/or use the Services shall terminate.

C. Third-Party Agreements

It may be necessary for You to enter into additional contracts at Your expense, with third-party vendors in order to use and/or maximize some of DACRA’s features such as the Municipality’s online payment processor or the Municipality’s collection agency. DACRA has no control and is not liable with respect to the services provided to You by third-party vendors and any price increases from such third-party vendors shall be Your responsibility.

D. Your Data

You retain all ownership in and to Your Data. The term “Your Data” refers to the all citation and hearing data collected on behalf of You with respect to the Services. As part of DACRA’s Services, reciprocal access to Your Data is provided to authorized DACRA users in other municipalities, in return for allowing Your authorized Users to access similar data in such participating municipalities. You may opt out of this reciprocal data sharing arrangement at any time during the Term by providing written notice to DACRA. Upon termination of the Agreement, and upon Your written request, DACRA will provide You an electronic copy of Your Data within sixty days after the effective date of termination.

E. DACRA's Intellectual Property

DACRA or its licensors retain all ownership and Intellectual Property Rights to the Services and to its Adjudication System. DACRA retains all ownership and Intellectual Property Rights to anything (including without limitation software and written product) delivered under the Agreement, including any future developments thereof, regardless of whether You, or any of Your employees or agents, had any input or in any way assisted in any such new development. You may not:

- Allow access to the Services available in any manner to any third-party or for any purpose not authorized by this Agreement unless such access is expressly permitted in writing by DACRA;
- Copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, any of the Program Materials, except for the use of Your authorized Users; and,
- Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs).

As utilized herein, the phrase “**Intellectual Property Rights**” shall include, without limitation, all patent, trademark, trade secret and copyrights relating in whole or in part to the Services and whether such right arises by registration with the United States Patent & Trademark Office (the “USPTO”, through the United States Library of Congress, with any state or municipal body and/or arising by common law or statute, including without limitation the Illinois Trade Secrets Act, 765 ILCS 1065 et seq or The Defend Trade Secrets Act of 2016.

Further Assurances. You further agree at any time in the future and upon request by DACRA, to execute any further documentation as may be reasonably necessary to effectuate the intent of the parties to this Agreement in accordance with the terms of this paragraph E including, without limitation, any Assignment to DACRA or waiver by You of Intellectual Property Rights.

F. Pricing and Billing

The Monthly Usage Fee pricing set forth in the Pricing Agreement will remain fixed during the Initial Term. After the expiration of the Initial Term, DACRA reserves the right, in its sole discretion, to modify the Monthly Usage Fee pricing by providing You a minimum of 120 days advanced written notice before such price change goes into effect. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that DACRA must pay based on the Services, except for taxes based on DACRA's income. For any partial month during the Term, the Monthly Usage Fee (including the minimum fee) shall be prorated based on the number of days that the Services were provided for such month. DACRA may audit Your use of the Services. You agree to cooperate with DACRA's audit and provide reasonable assistance and access to information. All payments shall be made in accordance with the Illinois Local Government prompt Payment Act (50 ILCS 505/1-9).

G. Termination

DACRA may immediately suspend Your License and Your password, account, and access to or

use of the Services (i) if You fail to pay any sums due DACRA under the Agreement within thirty (30) days after written notice from DACRA of the payment default, or (ii) if You violate any other provision of this Agreement and you do not cure said default within thirty days after written notice from DACRA. Regardless of the reason for the termination of this Agreement, you agree to pay all fees due DACRA which accrue or are incurred prior to the termination of the Agreement.

H. Limitation of Liability

DACRA DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT DACRA WILL CORRECT ALL SERVICE ERRORS. YOU ACKNOWLEDGE THAT DACRA DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. DACRA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. IN THE EVENT THERE IS A SERVICE INTERRUPTION WHICH LASTS MORE THAN 24 HOURS DUE TO THE FAULT OF DACRA, DACRA WILL REMIT A SERVICES FEE CREDIT TO YOU CALCULATED AT TEN PERCENT (10%) OF NET MONTHLY USAGE FEE FOR THE MONTH IN WHICH THE BREACH OCCURRED. THE CREDIT WILL BE PROVIDED ONLY TOWARDS ANY OUTSTANDING BALANCE FOR SERVICES OWED TO DACRA, AND THE REMITTANCE OF SUCH CREDIT WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND DACRA'S SOLE LIABILITY, FOR ANY BREACHES OF THIS AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS. DACRA'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES, OR THE AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO DACRA FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM (THE "**LIMITATION OF LIABILITY**"). ANY DAMAGE AWARDED IN YOUR FAVOR AGAINST DACRA SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY YOU UNDER THE AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY. PRIOR TO TAKING ANY LEGAL ACTION ARISING UNDER IN WHOLE OR PART UNDER THE TERMS OF THE AGREEMENT, YOU HEREBY AGREE TO PROVIDE DACRA WITH NOT LESS THAN 60 DAYS ADVANCE WRITTEN NOTICE AND AGREE TO MAKE BEST EFFORTS TO RESOLVE SAID DISPUTE OR CLAIM PRIOR TO FILING FORMAL LEGAL ACTION IN THE CONTEXT OF ARBITRATION OR OTHERWISE.

I. Other

1. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.
2. Upon the full execution of this Agreement, all prior agreements, if any, shall terminate and be of no further force and effect, and shall be superseded and replaced in its entirety by this Agreement.

3. DACRA may assign this Agreement by providing written notice of the assignee who will assume DACRA's obligations under this Agreement. You may not assign this Agreement without DACRA's prior written consent.
4. You shall obtain at Your sole expense any rights and consents from third-parties necessary for DACRA and its subcontractors to perform the Services under the Agreement.
5. The Agreement is governed by the substantive and procedural laws of Illinois. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Chicago, Illinois before one arbitrator. The arbitration shall be administered by JAMS in accordance with JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction.
6. Except for actions for nonpayment or breach of DACRA's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than two years after the cause of action has accrued.
7. Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.
8. You agree that DACRA may identify You as a recipient of Services in sales presentations and marketing materials.
9. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Agreement (as well as any documents related to this Agreement) signed and transmitted by a party by electronic transmission shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.
10. You agree that this Agreement is the complete agreement for the services ordered by You, and that this Agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services. This Agreement may not be modified in any way except in writing signed by authorized representatives of You and DACRA.

J. Maintenance and Support

The Services, including all features, must have qualified and available support included to be effective. DACRA shall provide the following maintenance and support as a component of the Services using guidelines, structures, and materials meeting the following criteria:

1. Training. As part of the start-up and implementation phase of the delivered Services, all users will be trained on the use of the Services through a combination of in-person and/or webinars and recorded training video sessions for all users not able to participate in the initial training sessions.
2. Support. DACRA shall provide access to live support to a designation user of municipality available via e-mail or phone during DACRA's normal business hours. The DACRA support team will be fluent in the functionality of the system. Responses to critical issues shall be as defined in Service SLA section as outlined below in paragraph K. of this Agreement.

Exclusions. DACRA updates the Service on an as needed basis from time-to-time to implement bug fixes, if any, and enhanced functionality to the existing Service such as additional reporting and enhanced user interface. Notwithstanding the forgoing, all provision and maintenance of hardware and software, including but not limited to laptop computers, desktop computers, printers, modems & routers and software to operate the hardware such as operating systems, and browsers [Google Chrome, Microsoft Edge, IOS] necessary to run the Service, are the sole cost and responsibility of Municipality.

K. Service SLA

DACRA, as part of its commitment to the continuity of the Services, shall maintain the following service level that details the minimum customer support standards to be followed for issues, both major and minor, as well as, any modifications made to the Service from time-to-time. As part of the Service, DACRA will create an alert email distribution group for use by the Municipality to send notification of issues as they arise. Municipality may also contact DACRA via phone.

DACRA will respond to Municipality initiated issues in accordance with the following levels:

MAJOR - The Service is down or precludes the Municipality from successful operation of the total system and requires immediate attention (the "Downtime") (for example, the Municipality is unable to connect, via an approved internet browser, to the Service).

MINOR - A minor issue exists with the Service, but the majority of the functions are still usable, and some circumvention may be required to provide service (for example, subcommand gives an incorrect response). Also includes minor issues or questions that do not affect the Service function (for example, the text of a message is worded poorly or misspelled).

Response Timelines: DACRA shall acknowledge and make reasonable efforts to respond to Municipality notification in material compliance with the following general guidelines and performance objectives:

MAJOR – Issue notification via alert email or by phone will be acknowledged and responded to within one (1) hour if notification is received during DACRA’s normal business hours. For any major issues that occur during DACRA’s non-normal business hours, the customer shall e-mail urgent@dacratech.com and DACRA will respond to the notification within three (3) hours.

MINOR - Issue notification via alert email or by phone will be acknowledged and responded to within eight (8) hours if notification is received during normal DACRA business hours. If received after normal DACRA business hours, the notification will be responded to within eight (8) hours after the start of the normal DACRA business hours.

Uptime: DACRA shall make reasonable efforts to maintain the Services such that the Services will be operational and accessible by the Municipality’s users a minimum of 99% of the time, not including maintenance which will be scheduled with Municipality in advance and will be kept to an absolute minimum. In the event that the Services are unavailable less than 99% of the time as a result of the failure by DACRA to adhere to its obligations under this Agreement, (said percentage excepting and not including downtime for scheduled maintenance or factors outside the reasonable control of DACRA), then in such instance, the Municipality shall receive the following Service Discounts (the “Service Discounts”) as its sole and absolute remedy relating thereto with the mutual understanding that this Agreement shall continue in full force and effect: 97% - 99% uptime in any given month - 10% discount of the monthly fee; 95% - 96.99% uptime, not including scheduled maintenance - 20% discount of the monthly fee; 90% - 94.99% uptime, not including scheduled maintenance - 30% discount of the monthly fee; 80% - 89.99 % uptime, not including scheduled maintenance - 50% discount of the monthly fee; less than 79.99% uptime, not including scheduled maintenance - 100% discount of the monthly fee.

Notwithstanding the foregoing, the following are not counted as Downtime for the purpose of calculating of this Service SLA: Service unavailability caused by scheduled maintenance of the Service (DACRA will endeavor to provide five days’ advance notice of service-affecting scheduled maintenance); or, unavailability caused by events outside of the direct control of DACRA, including but not limited to any force majeure event, the failure or unavailability of Municipality’s systems, the Internet or any failure thereof, and the failure of any other technology or equipment used to connect to or access the service by the Municipality.

To receive a Service Discount for a particular calendar month, Municipality must submit a claim by email to the DACRA support team within 30 days of the end of the month during which the Service did not meet this Service SLA, and include the following information: a) requester name and contact information, b) details of the notification to DACRA of the Downtime, and c) information supporting the claim of Downtime, including date, time, and a description of the incident and affected service.

L. Insurance Requirements

1. DACRA shall maintain during the entire term of the Contract, the following insurance coverages:

- 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 \$2,000,000 per project.
- b. Professional Liability: \$1,000,000 single limit for errors and omissions, professional / malpractice liability.
- c. Worker's Compensation and Employers' Liability: Worker's Compensation limits of \$1,000,000 and as Employers' Liability limits of \$500,000 per accident or as required by Illinois law.
- d. Umbrella Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

ORDINANCE 2020-_____

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH DACRA TECH LLC., FOR AN ELECTRONIC CITATIONS AND ADJUDICATION SOFTWARE LICENSE

WHEREAS, the Village of Buffalo is a home rule unit pursuant to the Illinois Constitution of 1970;
and

WHEREAS, the Village is a participant in the Northwest Central Dispatch system.

WHEREAS, the Village of Buffalo Grove seeks align with other member communities of Northwest Central Dispatch.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village Manager is authorized to execute an agreement with DACRA Tech LLC., pending review and approval by the Village Attorney at a price not to exceed \$25,800.00 per year.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: DACRA Ordinance (O-2020-81 : DACRA Software Agreement)



Ordinance No. O-2020-82 : Tree Trimming Services

Recommendation of Action

Staff recommends approval.

Staff recommends authorizing the Village Manager to execute a contract with Advanced Tree Care Inc., for tree trimming services at a not to exceed amount of \$120,000 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.), pending review and approval of the contract by the Village Attorney.

ATTACHMENTS:

- TT Recommendation (DOCX)
- RFB 219034 Tree Trimming, Tree Removal, and Stump Removal Bid Tabulation... (PDF)
- Advanced Tree Care (PDF)
- TT Ordinance (DOCX)

Trustee Liaison

Pike

Staff Contact

Brett Robinson, Finance

Monday, October 19, 2020

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: October 14, 2020
TO: Dane Bragg, Village Manager
FROM: Brett Robinson, Purchasing Manager
SUBJECT: Tree Trimming Services

Background

Due to the restructuring of Public Works Forestry Services, staff sought an outside contractor to provide tree trimming services required by the Village. The Village of Glenview led a joint bid process in 2019 for tree trimming services and the Village of Buffalo Grove is able to award a contract to the lowest bidder in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.).

Based upon an average year of trimming, staff believes an award in an amount not to exceed \$120,000 should allow for the current cycle of maintenance trimming to continue. Spot trimming of trees will be scheduled with the contractor. Response to damaged trees as well as broken and hanging limbs caused by storms will continue to be performed by Public Works staff.

Recommendation

Staff recommends authorizing the Village Manager to execute a contract with Advanced Tree Care Inc., for tree trimming services at a not to exceed amount of \$120,000 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) and pending review and approval of the agreement by the Village Attorney.

Error in Pricing Calculation

GROUP A – TREE REMOVAL (AS SPECIFIED IN GROUP A – TREE REMOVAL SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Diameter (in inches)	Lucas Landscaping Design 21457 Milwaukee Avenue Deerfield, IL 60015		Advanced Tree Care 600 Industrial Drive Lincolnshire, IL 60060		Balanced Environments Inc. 17950 W. IL Route 173 Old Mill Creek, IL 60083		Landscape Concepts Mgmt 31745 N. Alleghany Road Grayslake, IL 60030		Clean Cut Tree Service, Inc. 31064 N. IL Route 83 Grayslake, IL 60030		Tree "R" Us Inc. PO Box 6014 Wauzonda, IL 60084	
				Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total	Unit Price per inch	Extended Annual Total
Annual Routine Tree Removal Service	1-11"	120	633	\$ 7.00	\$ 4,431.00	\$ 8.00	\$ 5,064.00	\$ 10.00	\$ 6,330.00	\$ 10.75	\$ 6,804.75	\$ 15.00	\$ 9,495.00	Tree "R" Us did not submit pricing on the modified pricing sheet released in Addendum 2. Therefore, their pricing is not included in this bid tabulation.	
	12-18"	80	1,469	\$ 11.00	\$ 16,159.00	\$ 12.00	\$ 17,628.00	\$ 16.00	\$ 23,504.00	\$ 13.50	\$ 19,831.50	\$ 26.00	\$ 38,194.00		
	19-26"	40	890	\$ 15.00	\$ 13,350.00	\$ 15.50	\$ 13,795.00	\$ 17.00	\$ 15,130.00	\$ 19.75	\$ 17,577.50	\$ 29.00	\$ 25,810.00		
	27-36"	15	435	\$ 22.00	\$ 9,570.00	\$ 22.00	\$ 9,570.00	\$ 19.00	\$ 8,265.00	\$ 25.75	\$ 11,201.25	\$ 38.00	\$ 16,530.00		
As-Needed Tree Removal Service	36"+	5	215	\$ 26.00	\$ 5,590.00	\$ 25.00	\$ 5,375.00	\$ 23.00	\$ 4,945.00	\$ 27.50	\$ 5,912.50	\$ 40.00	\$ 8,600.00	Tree "R" Us did not submit pricing on the modified pricing sheet released in Addendum 2. Therefore, their pricing is not included in this bid tabulation.	
	1-11"	64	337	\$ 9.00	\$ 3,033.00	\$ 11.00	\$ 3,707.00	\$ 10.00	\$ 3,370.00	\$ 11.00	\$ 3,707.00	\$ 15.00	\$ 5,055.00		
	12-18"	80	1,175	\$ 12.00	\$ 14,100.00	\$ 16.00	\$ 18,800.00	\$ 16.00	\$ 18,800.00	\$ 13.75	\$ 16,156.25	\$ 26.00	\$ 30,550.00		
	19-26"	20	445	\$ 16.00	\$ 7,120.00	\$ 20.00	\$ 8,900.00	\$ 17.00	\$ 7,565.00	\$ 20.00	\$ 18,900.00	\$ 29.00	\$ 12,905.00		
TOTAL BASE BID GROUP A	27-36"	9	261	\$ 23.00	\$ 6,003.00	\$ 24.00	\$ 6,264.00	\$ 19.00	\$ 4,959.00	\$ 27.75	\$ 6,786.00	\$ 38.00	\$ 9,918.00	Tree "R" Us did not submit pricing on the modified pricing sheet released in Addendum 2. Therefore, their pricing is not included in this bid tabulation.	
	36"+	2	86	\$ 28.00	\$ 2,408.00	\$ 29.00	\$ 2,494.00	\$ 23.00	\$ 1,978.00	\$ 27.75	\$ 2,386.50	\$ 50.00	\$ 4,300.00		
TOTAL BASE BID GROUP A					\$ 81,764.00		\$ 91,597.00		\$ 94,846.00		\$ 99,263.25		\$ 161,357.00		

EMERGENCY SERVICES FOR TREE REMOVAL FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Diameter (in inches)	Unit Price per Crew-Hour		Unit Price per Crew-Hour		Unit Price per Crew-Hour		Unit Price per Crew-Hour		Unit Price per Crew-Hour		Unit Price per Crew-Hour	
				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Annual Routine Stump Removal Service	1-11"	180	949	\$ 7.00	\$ 6,043.00	\$ 6.50	\$ 6,168.50	\$ 4.30	\$ 4,080.70	\$ 6.50	\$ 6,168.50	\$ 8.00	\$ 7,592.00	Tree "R" Us did not submit pricing on the modified pricing sheet released in Addendum 2. Therefore, their pricing is not included in this bid tabulation.	
	12-18"	130	1,902	\$ 7.00	\$ 13,314.00	\$ 6.50	\$ 12,363.00	\$ 4.30	\$ 8,178.60	\$ 7.50	\$ 12,838.50	\$ 8.00	\$ 15,216.00		
	19-26"	50	1,136	\$ 7.00	\$ 7,552.00	\$ 6.50	\$ 7,384.00	\$ 4.30	\$ 4,884.80	\$ 7.50	\$ 8,520.00	\$ 8.00	\$ 9,088.00		
	27-36"	15	459	\$ 7.00	\$ 3,213.00	\$ 6.50	\$ 2,983.50	\$ 4.30	\$ 1,973.00	\$ 7.75	\$ 3,572.25	\$ 8.00	\$ 3,672.00		
As-Needed Stump Removal Service	36"+	5	212	\$ 7.00	\$ 1,484.00	\$ 6.50	\$ 1,378.00	\$ 4.30	\$ 911.60	\$ 8.00	\$ 1,696.00	\$ 8.00	\$ 1,696.00	Tree "R" Us did not submit pricing on the modified pricing sheet released in Addendum 2. Therefore, their pricing is not included in this bid tabulation.	
	1-11"	100	527	\$ 6.00	\$ 3,162.00	\$ 7.00	\$ 3,689.00	\$ 4.30	\$ 2,256.10	\$ 6.75	\$ 3,557.25	\$ 8.00	\$ 4,216.00		
	12-18"	90	1,316	\$ 6.00	\$ 7,896.00	\$ 7.00	\$ 9,212.00	\$ 4.30	\$ 5,658.80	\$ 7.00	\$ 9,212.00	\$ 8.00	\$ 10,528.00		
	19-26"	25	568	\$ 6.00	\$ 3,048.00	\$ 7.00	\$ 3,976.00	\$ 4.30	\$ 2,442.40	\$ 7.75	\$ 4,402.00	\$ 8.00	\$ 4,544.00		
TOTAL BASE BID GROUP B	27-36"	15	459	\$ 6.00	\$ 2,754.00	\$ 7.00	\$ 3,213.00	\$ 4.30	\$ 1,973.70	\$ 8.00	\$ 3,672.00	\$ 8.00	\$ 3,672.00	Tree "R" Us did not submit pricing on the modified pricing sheet released in Addendum 2. Therefore, their pricing is not included in this bid tabulation.	
	36"+	5	212	\$ 6.00	\$ 1,272.00	\$ 7.00	\$ 1,484.00	\$ 4.30	\$ 911.60	\$ 8.25	\$ 1,749.00	\$ 8.00	\$ 1,696.00		
TOTAL BASE BID GROUP B					\$ 51,098.00		\$ 51,851.00		\$ 33,281.30		\$ 55,372.50		\$ 61,920.00		

EMERGENCY SERVICES FOR STUMP REMOVAL FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Diameter (in inches)	Unit Price per Crew-Hour		Unit Price per Crew-Hour		Unit Price per Crew-Hour		Unit Price per Crew-Hour		Unit Price per Crew-Hour		Unit Price per Crew-Hour	
				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Annual Routine Tree Trimming	1-11"	500	1,600	\$ 2.25	\$ 3,600.00	\$ 2.10	\$ 3,360.00	\$ 4.15	\$ 6,540.00	\$ 3.50	\$ 5,600.00	\$ 6.00	\$ 9,600.00	Tree "R" Us did not submit pricing on the modified pricing sheet released in Addendum 2. Therefore, their pricing is not included in this bid tabulation.	
	12-18"	500	5,000	\$ 2.60	\$ 13,000.00	\$ 2.50	\$ 12,500.00	\$ 4.75	\$ 23,750.00	\$ 3.75	\$ 18,750.00	\$ 8.00	\$ 40,000.00		
	19-26"	400	6,000	\$ 3.00	\$ 18,000.00	\$ 2.90	\$ 17,400.00	\$ 5.20	\$ 31,200.00	\$ 4.50	\$ 27,000.00	\$ 12.00	\$ 72,000.00		
	27-36"	250	800	\$ 3.75	\$ 3,000.00	\$ 3.00	\$ 2,400.00	\$ 4.15	\$ 3,320.00	\$ 3.50	\$ 2,800.00	\$ 6.00	\$ 4,800.00		
TOTAL BASE BID GROUP C	12-18"	250	2,500	\$ 4.00	\$ 10,000.00	\$ 3.50	\$ 8,750.00	\$ 4.75	\$ 11,875.00	\$ 3.75	\$ 9,375.00	\$ 8.00	\$ 20,000.00	Tree "R" Us did not submit pricing on the modified pricing sheet released in Addendum 2. Therefore, their pricing is not included in this bid tabulation.	
	19-26"	200	3,000	\$ 4.00	\$ 12,000.00	\$ 3.90	\$ 11,700.00	\$ 5.20	\$ 15,600.00	\$ 4.50	\$ 13,500.00	\$ 12.00	\$ 36,000.00		
TOTAL BASE BID GROUP C					\$ 59,600.00		\$ 56,110.00		\$ 92,385.00		\$ 77,025.00		\$ 182,400.00		

EMERGENCY TREE TRIMMING FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Diameter (in inches)	Unit Price per Crew-Hour		Unit Price per Crew-Hour		Unit Price per Crew-Hour		Unit Price per Crew-Hour		Unit Price per Crew-Hour		Unit Price per Crew-Hour	
				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Annual Routine Tree Trimming	1-11"	120	633	\$ 7.00	\$ 4,431.00	\$ 8.00	\$ 5,064.00	\$ 10.00	\$ 6,330.00	\$ 10.75	\$ 6,804.75	\$ 15.00	\$ 9,495.00	Tree "R" Us did not submit pricing on the modified pricing sheet released in Addendum 2. Therefore, their pricing is not included in this bid tabulation.	
	12-18"	80	1,469	\$ 11.00	\$ 16,159.00	\$ 12.00	\$ 17,628.00	\$ 16.00	\$ 23,504.00	\$ 13.50	\$ 19,831.50	\$ 26.00	\$ 38,194.00		
	19-26"	40	890	\$ 15.00	\$ 13,350.00	\$ 15.50	\$ 13,795.00	\$ 17.00	\$ 15,130.00	\$ 19.75	\$ 17,577.50	\$ 29.00	\$ 25,810.00		
	27-36"	15	435	\$ 22.00	\$ 9,570.00	\$ 22.00	\$ 9,570.00	\$ 19.00	\$ 8,265.00	\$ 25.75	\$ 11,201.25	\$ 38.00	\$ 16,530.00		
As-Needed Tree Removal Service	36"+	5	215	\$ 26.00	\$ 5,590.00	\$ 25.00	\$ 5,375.00	\$ 23.00	\$ 4,945.00	\$ 27.50	\$ 5,912.50	\$ 40.00	\$ 8,600.00	Tree "R" Us did not submit pricing on the modified pricing sheet released in Addendum 2. Therefore, their pricing is not included in this bid tabulation.	
	1-11"	64	337	\$ 9.00	\$ 3,033.00	\$ 11.00	\$ 3,707.00	\$ 10.00	\$ 3,370.00	\$ 11.00	\$ 3,707.00	\$ 15.00	\$ 5,055.00		
	12-18"	80	1,175	\$ 12.00	\$ 14,100.00	\$ 16.00	\$ 18,800.00	\$ 16.00	\$ 18,800.00	\$ 13.75	\$ 16,156.25	\$ 26.00	\$ 30,550.00		
	19-26"	20	445	\$ 16.00	\$ 7,120.00	\$ 20.00	\$ 8,900.00	\$ 17.00	\$ 7,565.00	\$ 20.00	\$ 18,900.00	\$ 29.00	\$ 12,905.00		
TOTAL BASE BID GROUP D	27-36"	9	261	\$ 23.00	\$ 6,003.00	\$ 24.00	\$ 6,264.00	\$ 19.00	\$ 4,959.00	\$ 27.75	\$ 6,786.00	\$ 38.00	\$ 9,918.00	Tree "R" Us did not submit pricing on the modified pricing sheet released in Addendum 2. Therefore, their pricing is not included in this bid tabulation.	
	36"+	2	86	\$ 28.00	\$ 2,408.00	\$ 29.00	\$ 2,494.00	\$ 23.00	\$ 1,978.00	\$ 27.75	\$ 2,386.50	\$ 50.00	\$ 4,300.00		
TOTAL BASE BID GROUP D					\$ 81,764.00		\$ 91,597.00		\$ 94,846.00		\$ 99,263.25		\$ 161,357.00		

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # 16670

KNOW ALL MEN BY THESE PRESENTS, that we **ADVANCED TREE CARE, INC.**
600 Industrial Drive Lincolnshire, IL 60069

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **GRANITE RE, INC.**
14001 Quailbrook Drive Oklahoma City, OK 73134

(Here insert full name, and address or legal title of Surety)

a corporation duly organized under the laws of the State of **OK**

as Surety, hereinafter called the Surety, are held and firmly bound unto **VILLAGE OF GLENVIEW**
2500 E Lake Avenue Glenview, IL 60026

(Here insert full name, and address or legal title of Owner)

as Obligor, hereinafter called the Obligor, in the sum of

Five Percent of Amount Bid-----

Dollars (\$ 5 %),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Tree Trimming, Tree Removal and Stump Removal Services

Please note that, if awarded the contract, the performance & payment bonds will be issued for up to a one-year period only.

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor 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.

Signed and sealed this **19th** day of **November** 2019

Dean Lucas

(Witness)

Ami

(Witness)

ADVANCED TREE CARE, INC.

(Principal)

(Seal)

[Signature]

(Title)

GRANITE RE, INC.

(Surety)

(Seal)

Peter R. Johnson

(Title)

Peter R. Johnson, Attorney-in-Fact

Attachment: Advanced Tree Care (O-2020-82 : Tree Trimming Services)

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
 County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that _____ he _____ executed the same.

 Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
 County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he executed the same as for the act and deed of the said co-partnership.

 Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
 County of _____)

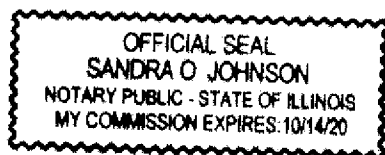
On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known, who, being duly sworn, deposes and says that he is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

 Notary Public

ACKNOWLEDGMENT OF SURETY

State of Illinois)
 County of Cook)

On this 19th day of November, in the year 2019, before me personally come(s) Peter R. Johnson, Attorney(s)-in-Fact of GRANITE RE, INC. with whom I am personally acquainted, and who, being by me duly sworn, says that he is (are) the Attorney(s)-in-Fact of GRANITE RE, INC. company described in and which executed the within instrument; that he know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Sandra O. Johnson
 Sandra O. Johnson, Notary Public

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

PETER R. JOHNSON its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

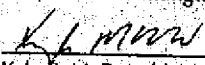
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

PETER R. JOHNSON may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14th day of June, 2017.

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

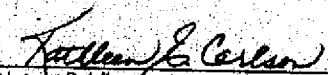



Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

On this 14th day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257




Notary Public

GRANITE RE, INC. Certificate

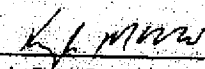
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

19th day of November, 2019




Kyle P. McDonald, Secretary/Treasurer



Purchasing Division

Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

October 30, 2019

ADDENDUM #1 (1 Page)

RFB #219034

RFB ON: TREE TRIMMING, TREE REMOVAL, AND STUMP REMOVAL

RFB Due Date: NOVEMBER 7, 2019, 2:00 p.m. CST

Please note the following clarifications, revisions, and additions to the bid documents.

- Work under this project will **not** be subject to the Prevailing Wage Act of the State of Illinois. The original Request for Bids document incorrectly stated that the project was subject to prevailing wage.
- The bid opening due date has been moved to NOVEMBER 21, 2019, 2:00 p.m. CST.
- The deadline to submit questions has been moved to NOVEMBER 14, 2019, 4:00 p.m. CST.

Please include a copy of this document in your proposal submittal.

Sincerely,

Erika Smith

Erika Smith
Village of Glenview
Budget and Purchasing Manager

Acknowledged and Accepted 219034-1:

Signature:
Company:

[Signature]
ADVANCED TREE CARE

END ADDENDUM #1

Attachment: Advanced Tree Care (O-2020-82 : Tree Trimming Services)



Purchasing Division

Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

November 5, 2019

ADDENDUM #2 (2 Pages)

RFB #219034

RFB ON: TREE TRIMMING, TREE REMOVAL, AND STUMP REMOVAL

RFB Due Date: NOVEMBER 21, 2019, 2:00 p.m. CST

Please note Addendum #2 is being sent to all plan-holders in order to Provide all plan-holders with the list of questions the Village has received during the bid period and the answers provided by the Village and revised bid documents. (See Below Q&A)

1. The RFB states that the project is subject to prevailing wage. Is this correct?

A: No, the project is not subject to prevailing wage. This was noted in Addendum #1.

2. The RFB states that a payment bond is required. This is irrelevant because if services are not performed, we don't get paid. A performance bond is the standard.

A: Please refer to General Terms & Conditions, Section 39 'Exceptions to Specifications' of the RFB document for taking exception to the specifications.

3. Tree size gaps are 1-18". Is this correct? Typically the gaps are 6" increasing intervals. Such a large range means the Village would be paying the rate of a 18" for a 6" tree.

A: The Village will update this to the following categories. Please see Addendum 2 – Attachment A for a revised pricing sheet.

Tree and Stump Removals:

1-11"

12-18"

19-26"

27-36"

36"+

Tree Trimming was unchanged at the following categories.

1-7"

8-15"

15"+

Addendum 2 – Attachment B contains revised project specifications for pages 18 to 20 of the bid document. The following changes were made:

- *Page 18, Section 1 'Annual Routine Tree Removal, the monthly routine tree removal list was*

updated from 28 trees to 22 trees.

- Page 18, Section A 'As-needed', the monthly as-needed tree removal list was updated from 14 trees to 15 trees.
- Page 19, Section B 'Tree Removal', the average total monthly tree removal list was updated from 42 trees to 37 trees.
- Page 20, Section A 'Annual Routine Stump Removal', the monthly stump removal list was updated from 29 stumps to 32 stumps.
- Page 20, Section A 'As-needed', the monthly as-needed stump removal list was updated from 5 stumps to 20 stumps.
- Page 20, Section B 'Stump Removal', the average total monthly stump removal list was updated from 34 stumps to 52 stumps.

4. The pruning section states on page 21 of the RFB document that pruning will take place year-round and approximates 117 trees. This is a vast departure from the recommended dormant tree trimming in the winter by section. Is this correct?

A: The Village will be trimming by section and services requests. The estimated number of trees is based off a six-year cycle.

5. Is this RFB a governmental joint purchase through MPI?

A: The Joint Purchasing term on Page 10 of the General Terms & Conditions is standard language the Village includes in which the terms of the Agreement are also offered for purchases to be made by other municipalities, as authorized by the Governmental Joint Purchasing Act.

Please include a copy of this document in your proposal submittal.

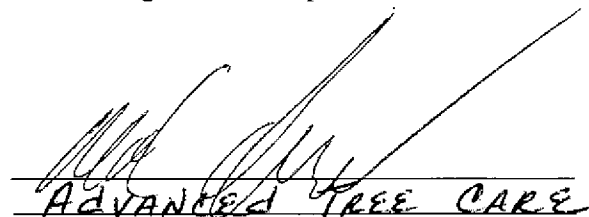
Sincerely,

Acknowledged and Accepted 219034-2:

Erika Smith

Erika Smith
Village of Glenview
Budget and Purchasing Manager

Signature:
Company:


ADVANCED TREE CARE

END ADDENDUM #2

Attachment: Advanced Tree Care (O-2020-82 : Tree Trimming Services)



Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

SUBMISSION INFORMATION

INVITATION: #219034
BID OPENING DATE: November 21, 2019
TIME: 2:00 P.M. Local Time
LOCATION: Admin. Services

COPIES: One (1) original & one (1) electronic copy
(flash drive only, NO EMAIL)

REQUEST FOR BID INFORMATION

Company Name: ADVANCED TREE CARE
Address: 600 INDUSTRIAL DR
City, State, Zip Code: LINCOLNSHIRE, IL 60060

PRICING TABLE

GROUP A – TREE REMOVAL (AS SPECIFIED IN GROUP A – TREE REMOVAL SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (in inches)	Unit Price per inch*	Extended Annual Total
Annual Routine Tree Removal Service	1-11"	120	633	\$ 8.00	\$ 5064.
	12-18"	80	1,469	\$ 12.00	\$ 17,628.
	19-26"	40	890	\$ 15.50	\$ 13,795.
	27-36"	15	435	\$ 22.00	\$ 9,570.
	36"+	5	215	\$ 25.00	\$ 5,375.
As-needed Tree Removal Service	1-11"	64	337	\$ 11.00	\$ 3,707.
	12-18"	80	1,175	\$ 16.00	\$ 18,800.
	19-26"	20	445	\$ 20.00	\$ 8,900.
	27-36"	9	261	\$ 24.00	\$ 6,264.
	36"+	2	86	\$ 29.00	\$ 2,494.
TOTAL BASE BID GROUP A					\$ 91,597

* Unit Prices include all labor, equipment, and materials cost.

Attachment: Advanced Tree Care (O-2020-82 : Tree Trimming Services)

**EMERGENCY SERVICES FOR TREE REMOVAL (AS SPECIFIED IN GROUP A – TREE REMOVAL SERVICES)
FROM JANUARY 1, 2020 TO DECEMBER 31, 2022**

Time	Unit Price per Crew-Hour*
During Normal Working Hours	\$ 65
Outside Normal Working Hours	\$ 125

*Crew-hour rate shall include all labor, equipment, and materials cost.

**GROUP B – STUMP REMOVALS (AS SPECIFIED IN GROUP B – STUMP REMOVAL SERVICES) FROM
JANUARY 1, 2020 TO DECEMBER 31, 2022**

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (in inches)	Unit Price per inch*	Extended Annual Total
Annual routine stump removal service	1-11"	180	949	\$ 65.0	\$ 6,168.50
	12-18"	130	1,902	\$ 65.0	\$ 12,363.
	19-26"	50	1,136	\$ 65.0	\$ 7,384.
	27-36"	15	459	\$ 65.0	\$ 2,983.50
	36"+	5	212	\$ 65.0	\$ 1,378.
As-needed Stump Removal Service	1-11"	100	527	\$ 7.00	\$ 3,689.
	12-18"	90	1,316	\$ 7.00	\$ 9,212.
	19-26"	25	568	\$ 7.00	\$ 3,976.
	27-36"	15	459	\$ 7.00	\$ 3,213.
	36"+	5	212	\$ 7.00	\$ 1,484.
TOTAL BASE BID GROUP B					\$ 51,851.

*Unit Prices include all labor, equipment, and materials cost.

EMERGENCY SERVICES FOR STUMP REMOVAL (AS SPECIFIED IN GROUP B – STUMP REMOVAL SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Time	Unit Price per Crew-Hour*
During Normal Working Hours	\$ 65
Outside Normal Working Hours	\$ 125

*Crew-hour rate shall include all labor, equipment, and materials cost.

Attachment: Advanced Tree Care (O-2020-82 : Tree Trimming Services)

GROUP C – TREE TRIMMING (AS SPECIFIED IN GROUP C – TREE TRIMMING SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (in inches)	Unit Price per inch*	Extended Annual Total
Annual Routine Tree Trimming	1-7"	500	1,600	\$ 2.10	\$ 3,360
	8-15"	500	5,000	\$ 2.50	\$ 12,500
	15"+	400	6,000	\$ 2.90	\$ 17,400
As-needed Tree Trimming Request	1-7"	250	800	\$ 3.00	\$ 2,400
	8-15"	250	2,500	\$ 3.50	\$ 8,750
	15"+	200	3,000	\$ 3.90	\$ 11,700.
TOTAL BASE BID GROUP C					\$ 56,110.

*Unit Prices include all labor, equipment, and materials cost.

EMERGENCY SERVICES FOR TREE TRIMMING (AS SPECIFIED IN GROUP C – TREE TRIMMING SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Time	Unit Price per Crew-Hour
During Normal Working Hours	\$ 65
Outside Normal Working Hours	\$ 125

*Crew-hour rate shall include all labor, equipment, and materials cost.

TOTAL OF ALL BASE BIDS (GROUPS A-C)	\$ 199,558.
--	--------------------

ALTERNATE BID ITEM

GROUP D – TREE ASSESSMENT/ANNUAL SURVEY (AS SPECIFIED IN GROUP D – TREE ASSESSMENT/ANNUAL SURVEY) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Service	Estimated Hours	Unit Price	Total
Labor per working hour for the assessment of the pre-designated section	320	\$ 85.00	27,200

Attachment: Advanced Tree Care (O-2020-82 : Tree Trimming Services)

DISCOUNTS - ANNUAL DISCOUNT IF ALLOWED TO STORE EQUIPMENT ON-SITE

Municipality	Will Municipality allow storage of equipment overnight at their facility?	Will Contractor utilize space at Municipality's facility to store equipment overnight? (Please check)	Annual Discount
Village of Glenview	Yes	Yes ☐ No ☒	_____ %

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary.
NOTE TO BIDDERS: Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: _____ % _____ DAYS

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

Authorized Signature: [Signature] Company Name: ADVANCED TREE CARE
 Typed/Printed Name: MIKE BRAMUCA Date: 11/21/2019
 Title: PRESIDENT Telephone Number: 847-587-8500
 E-mail: office@advanced-treecare.com Fax Number: 847-973-9484

Attachment: Advanced Tree Care (O-2020-82 : Tree Trimming Services)

- Tree removal and cleanup
- Provide emergency services for tree removal, as needed
- Site cleanup and disposal of debris as indicated by the Village herein

A. Scheduling of Work

Annual Routine Tree Removal

Every month of this agreement, the CONTRACT MANAGER will notify the Contractor of the upcoming schedule for that month with regard to trees that need to be removed from that year's pre-designed section. If a tree removal list from the pre-designed section is provided by the CONTRACT MANAGER, work shall be completed within 25 business days from the list being provided. The average monthly routine tree removal list from the Village contains 22 trees.

As-needed

The contractor shall respond to all non-emergency requests for non-emergency removal requests within 24 hours of the request. Work shall be completed within 25 business days of the initial request. The request will include street name, address, and description of the work needed. Failure to remove trees within the specified timeframe could result in termination of this Agreement. The average monthly as-needed tree removal list from the Village contains 15 trees.

All routine and as-needed requests for services that are scheduled to occur during normal business hours shall be considered non-emergency. Normal working hours are between 7:00 AM and 5:00 PM, Monday through Friday. Non-emergency services that are delayed such that they occur outside of normal business hours shall still be considered non-emergency services.

Measurement of Parkway Trees

The diameter of trees shall be measured with a standard D-tape at a point 4 ½ feet above the average ground level at the base of the tree (dbh). In cases of multi-stemmed trees whose crotch is 4 ½ feet from the ground or lower, measurement shall be taken one (1) foot below the crotch. If a tree becomes multi-stemmed below one foot, the sum of the diameters of the stems measured at 4 ½ feet above the average ground level at the base of the tree shall be the considered the diameter of the tree. If there is soil between the stems, they shall be considered separate trees. Final diameter measurements shall be reported to the nearest inch with rounding up to occur at increments ½ inch and greater (i.e. 12.50-12.99" = 13.0" dbh) and rounding down to occur at increments lower than ½ inch (i.e. 12.01-12.49" = 12.0" dbh).

B. Tree Removal

Before removal, the Contractor must verify that the tree is both tagged and corresponds accordingly to the removal list issued by the Village. Tree Removal Lists will contain the street name, numbered address, and diameter and a minimum of five (5) trees to be removed shall be provided to the Contractor. All parkway tree diameters will be measured at breast height or 4 ½ feet above ground level.

Work locations will include, but is not limited to, streets, medians and parks throughout the Village. If there are questions of ownership of a tree, the Contractor shall contact the CONTRACT MANAGER to gain approval prior for removal. **Any tree removed incorrectly will be replaced at the expense of the Contractor.** Tree removal services shall include, but is not limited to the following:

- All removals shall be done per the American National Standards Institute Standard ANSI Z-133 (2012), ANSI A300 (2008) or as amended.
- Cut off the tree at four inches above ground and remove all branches below.
- The Contractor will comply with all applicable OSHA (OSHA 29 CFR Part 1926) and other applicable federal and state regulations when removing trees.
- The Contractor shall not use the practice of 'flopping' trees.
- All trees shall be 'limbed out' prior to the final cutting of the trunk.
- Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.
- Remove trees and stumps in one area before moving to another area of the Village.

- All debris collected shall be removed immediately and dumped at the designated dumpsite
- All designated trees (stern) must be removed within twenty-five (25) business days after the Contractor has received a list from the Village. The average total monthly tree removal list from the Village contains about 37 trees. Failure to remove trees within the specified timeframe could result in termination of this Agreement.

C. Emergency/Disaster Services

During emergencies, or disaster situations, parkway trees may require immediate removal or pruning to ensure public safety (i.e. tornados, wind storms, severe thunder storms, lightning strikes, etc.). If such conditions exist, the CONTRACT MANAGER will notify the Contractor that emergency measures are being implemented. Upon notice, the Contractor will provide crews within ninety (90) minutes to the site. When requesting emergency/disaster services the Contractor shall provide, at minimum, a three (3) man crew with one chipper truck, chipper and one aerial truck. In addition, the Contractor may be called upon to provide two log grapple loaders if deemed necessary by the CONTRACT MANAGER.

The emergency services shall be provided at an hourly rate per man hour and include all labor, equipment and materials needed to perform the work to the satisfaction of the CONTRACT MANAGER. A separate emergency rate for normal business hours and after business hours for emergency work shall be provided. Normal business hours are considered Monday – Friday 7:00am – 5:00pm. Payment will be made for all hours worked at the site.

D. Travel Time/Trip Charge

In the event that the Contractor is required to respond to an emergency/disaster situation, hours spent traveling to and from the Contractor's location to the Village (portal to portal) **shall not be considered billable**. Payment for Emergency/Disaster Services will be made for all hours worked at the site. Invoicing shall only include hours spent at the work site and data that substantiates completion of work during the emergency/disaster, which is required by the CONTRACT MANAGER and is essential for the authorization of payment.

E. Posting of No Parking Signs

The Contractor shall examine the area surrounding the tree(s) to be removed and determine, in sufficient time prior to initiating the work on each removal list, whether temporary 'No-Parking' signs are necessary to allow access to tree(s). The Contractor shall contact the CONTRACT MANAGER to obtain the appropriate signage from the Village, and the Contractor shall post the signs as necessary. 'No-Parking' signs must be displayed for a minimum of 72 hours prior to enforcement. The Contractor shall remove all signs upon completion of work in that area.

F. Debris Disposal & Clean-up

The Contractor shall clean up each site including the removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, private lawns and driveways with the appropriate tools for the job. This shall include removal and disposal from the site of all debris at the end of each day's operation. All debris should be placed away from the curb and sidewalks to eliminate hazards for the residents of the Village. Also, any other debris that would interfere with mowing is to be removed and properly disposed. Limbs and trunks may be temporarily placed in the parkway areas in such a manner as to eliminate any obstruction, including sight-line obstructions, to motor vehicles and pedestrians. Brush and limbs shall not be stored overhanging any street pavement, driveway or sidewalk. **NO DEBRIS MAY BE ALLOWED TO REMAIN ON THE PARKWAY OVERNIGHT OR OVER THE WEEKEND WITHOUT THE PRIOR WRITTEN CONSENT FROM THE CONTRACT MANAGER.** Violation may result in the termination of this Agreement between the Contractor and the Village.

Cutting and clean-up operations shall be accomplished in such a manner as to not damage other trees, grass or other plant materials. If damage to other trees not designated for takedown occurs, contractor shall re-trim the tree to arborist standards to minimize long-term damage.

The Contractor is responsible for restoring the site to its original state prior to the commencement of work. Contractor shall repair divots and ruts created by fallen limbs or equipment with black dirt and grass seed.

All ruts, divots and depressions caused by the removal of the tree shall be filled to adjacent grade level before leaving the work site.

The Village shall NOT allow disposal of debris at their facilities. Violations could result in termination of this Agreement.

4. **GROUP B - STUMP REMOVAL**

The Village is broken up into six geographic areas for stump removals. The goal is to remove all stumps that are submitted by the Village from one section annually. The scope of work is for tree stump removal in a designated section, as-needed non-emergency request and emergency services for the Village. The Village shall request stump removal on an on-going basis, typically, monthly.

The scope of work shall include the following:

- Stump removal
- Backfilling & Site Clean-up as indicated by each the Village herein
- Dispose of debris as indicated by the Village herein

A. Scheduling of Work

Annual Routine Stump Removal

Every month of this agreement, the CONTRACT MANAGER will notify with the Contractor on the upcoming schedule for that month with regard to stumps that need to be removed from that year's pre-designed section. Work shall be completed within 25 business days of the initial request. The average monthly stump removal list from the Village contains about 32 stumps.

As-needed

The contractor shall respond to all non-emergency requests for non-emergency removal requests within 24 hours of the request. Work shall be completed within 25 business days of the initial request. The request will include street name, address, and description of the work needed. Failure to remove stumps within the specified timeframe could result in termination of this Agreement. The average monthly as-needed stump removal list from the Village contains 20 stumps.

All routine and as-needed requests for services that are scheduled to occur during normal business hours shall be considered non-emergency. Normal working hours are between 7:00 AM and 5:00 PM, Monday through Friday. Non-emergency services that are delayed such that they occur outside of normal business hours shall still be considered non-emergency services.

B. Stump Removal

Stump removal shall include, but is not limited to the following:

- All stumps shall be surveyed for underground utilities prior to removal.
- Stumps shall be ground to a depth of 8" below a line between the back of the curb and the top of the sidewalk or an existing grade as determined by the CONTRACT MANAGER and, generally, will be considered to be the grade that is consistent with the plane of the parkway outside any mounds or depressions caused by, or adjacent to the tree to make room for future tree planting.
- All surface roots within a six (6) foot radius of the center of the stump shall be removed.
- All surface roots within three (3) feet of the sidewalk shall be removed.
- Stump grindings shall be immediately disposed of by the Contractor.
- All stumps must be removed within twenty-five (25) business days after a stump list has been submitted to the Contractor by the CONTRACT MANAGER. The average monthly stump removal list from the Village contains about 52 stumps. Failure to remove stumps within the specified timeframe could result in termination of this Agreement.

LEGAL NOTICE

Official notice is hereby given that separate sealed bids will be received in the Purchasing Division Office, Glenview Village Hall, Administrative Services Department, 2500 East Lake Avenue, Glenview, IL 60026 until 2:00 p.m. local time on November 7, 2019, and then at said office publicly opened and read aloud for the following:

RFB NO: 219034

RFB ON: TREE TRIMMING, TREE REMOVAL, AND STUMP REMOVAL SERVICES

PLEASE CLICK HERE FOR RFB DOCUMENTS

Scope of work will include tree trimming, tree removal and stump removal services.

Plans, specifications and bid forms may be obtained at Administrative Services Department, Glenview Village Hall, 2500 East Lake Ave, Glenview, Illinois, 60026, or by calling (847) 724-1700.

All bids shall be accompanied by a Bid Bond for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq).

Offers may not be withdrawn for ninety (90) days after closing date without the consent of the Board of Trustees.

Any bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, may be disqualified and returned to the bidder.

The Village of Glenview reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Village.

Dated: October 24, 2019
Erika Smith
Budget & Purchasing Manager

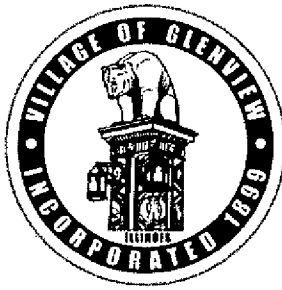
Attachment: Advanced Tree Care (O-2020-82 : Tree Trimming Services)

REQUEST FOR BIDS

RFB # 219034

BID DOCUMENTS AND SPECIFICATIONS

TREE TRIMMING, TREE REMOVAL, AND STUMP REMOVAL SERVICES



The Village of •
Glenview

VILLAGE OF GLENVIEW
2500 EAST LAKE AVENUE
GLENVIEW, IL 60026
(847) 724-1700

Attachment: Advanced Tree Care (O-2020-82 : Tree Trimming Services)

LEGAL NOTICE

Official notice is hereby given that separate sealed bids will be received in the Purchasing Division Office, Glenview Village Hall, Administrative Services Department, 2500 East Lake Avenue, Glenview, IL 60026 until 2:00 p.m. local time on November 7, 2019, and then at said office publicly opened and read aloud for the following:

RFB NO: 219034

RFB ON: TREE TRIMMING, TREE REMOVAL, AND STUMP REMOVAL SERVICES

Scope of work will include tree trimming, tree removal and stump removal services.

Plans, specifications and bid forms may be obtained at Administrative Services Department, Glenview Village Hall, 2500 East Lake Ave, Glenview, Illinois, 60026, or by calling (847) 724-1700.

All bids shall be accompanied by a Bid Bond for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq).

Offers may not be withdrawn for ninety (90) days after closing date without the consent of the Board of Trustees.

Any bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, may be disqualified and returned to the bidder.

The Village of Glenview reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Village.

Dated: October 24, 2019
Erika Smith
Budget & Purchasing Manager

Attachment: Advanced Tree Care (O-2020-82 : Tree Trimming Services)



Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

SUBMISSION INFORMATION

INVITATION: #219034
BID OPENING DATE: November 7, 2019
TIME: 2:00 P.M. Local Time
LOCATION: Admin. Services

COPIES: One (1) original & one (1) electronic
copy (flash drive only, NO EMAIL)

REQUEST FOR BID INFORMATION

Company Name: _____
Address: _____
City, State, Zip Code: _____

PRICING TABLE

GROUP A – TREE REMOVAL (AS SPECIFIED IN GROUP A – TREE REMOVAL SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (in inches)	Unit Price per inch*	Extended Annual Total
Annual Routine Tree Removal Service	1-18"	200	1,757	\$	\$
	19-36"	100	2,400	\$	\$
	37" +	36	1,600	\$	\$
As-needed Tree Removal Service	1-18"	106	878	\$	\$
	19-36"	50	1,233	\$	\$
	37" +	15	666	\$	\$
TOTAL BASE BID GROUP A					\$

* Unit Prices include all labor, equipment, and materials cost.

EMERGENCY SERVICES FOR TREE REMOVAL (AS SPECIFIED IN GROUP A – TREE REMOVAL SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Time	Unit Price per Crew-Hour*
During Normal Working Hours	\$
Outside Normal Working Hours	\$

*Crew-hour rate shall include all labor, equipment, and materials cost.

Attachment: Advanced Tree Care (O-2020-82 : Tree Trimming Services)

GROUP B – STUMP REMOVALS (AS SPECIFIED IN GROUP B – STUMP REMOVAL SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (in inches)	Unit Price per inch*	Extended Annual Total
Annual routine stump removal service	1-18"	300	2,400	\$	\$
	19-36"	50	1,200	\$	\$
	37" +	1	42	\$	\$
As-needed Stump Removal Service	1-18"	50	400	\$	\$
	19-36"	12	300	\$	\$
	37" +	1	42	\$	\$
TOTAL BASE BID GROUP B					\$

*Unit Prices include all labor, equipment, and materials cost.

EMERGENCY SERVICES FOR STUMP REMOVAL (AS SPECIFIED IN GROUP B – STUMP REMOVAL SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Time	Unit Price per Crew-Hour*
During Normal Working Hours	\$
Outside Normal Working Hours	\$

*Crew-hour rate shall include all labor, equipment, and materials cost.

GROUP C – TREE TRIMMING (AS SPECIFIED IN GROUP C – TREE TRIMMING SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Service	Tree Diameter (dbh) Classes	Estimated # of Trees per year	Estimated Total Diameter (in inches)	Unit Price per inch*	Extended Annual Total
Annual Routine Tree Trimming	1-7	500	1,600	\$	\$
	8-15	500	5,000	\$	\$
	15+	400	6,000	\$	\$
As-needed Tree Trimming Request	1-7	250	800	\$	\$
	8-15	250	2,500	\$	\$
	15+	200	3,000	\$	\$
TOTAL BASE BID GROUP C					\$

*Unit Prices include all labor, equipment, and materials cost.

EMERGENCY SERVICES FOR TREE TRIMMING (AS SPECIFIED IN GROUP C – TREE TRIMMING SERVICES) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Time	Unit Price per Crew-Hour
During Normal Working Hours	\$
Outside Normal Working Hours	\$

*Crew-hour rate shall include all labor, equipment, and materials cost.

TOTAL OF ALL BASE BIDS (GROUPS A-C)	\$
-------------------------------------	----

ALTERNATE BID ITEM

GROUP D – TREE ASSESSMENT/ANNUAL SURVEY (AS SPECIFIED IN GROUP D – TREE ASSESSMENT/ANNUAL SURVEY) FROM JANUARY 1, 2020 TO DECEMBER 31, 2022

Service	Estimated Hours	Unit Price	Total
Labor per working hour for the assessment of the pre-designated section	320	\$	

DISCOUNTS - ANNUAL DISCOUNT IF ALLOWED TO STORE EQUIPMENT ON-SITE

Municipality	Will Municipality allow storage of equipment overnight at their facility?	Will Contractor utilize space at Municipality's facility to store equipment overnight? (Please check)	Annual Discount
Village of Glenview	Yes	Yes ☐ No ☐	_____ %

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: _____ % _____ DAYS

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

Authorized Signature: _____ Company Name: _____

Typed/Printed Name: _____ Date: _____

Title: _____ Telephone Number: _____

E-mail _____ Fax Number: _____

PROJECT SPECIFICATIONS

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

The Village of Glenview, hereafter referred to as the "Village", was incorporated in 1899, and today serves an area of 14 square miles with a population of 46,740. The Village is a home-rule municipality under the 1970 Illinois Constitution, operating under the Council-Manager form of government. The Village's Board consists of a Village President and six Trustees. The Village's fiscal year begins on January 1 and ends on December 31.

2. **INTENT**

The Village is seeking a reputable contractor ("Contractor") to provide tree removal services, stump removal services, and tree trimming service. All of these services will take place in the Village.

3. **BID PRICE**

The Village is requesting pricing for three groups of work: Group A – Tree Removal Services, Group B – Stump Removal, and Group C – Tree Trimming Services. Bidders are required to submit pricing for all Groups within the Village.

Group A – Tree Removal Services pricing consists of a base bid for tree removal services by the diameter size of the tree at breast height (dbh) in a selected section. Group A also requests pricing for Emergency Services for Tree Removal, by hour, during normal business hours (between 7:00am and 5:00pm, Monday through Friday) and after normal business hours (5:01pm to 6:59am, including Saturdays, Sundays, and Holidays).

Group B – Stump Removal Services pricing consists of stump removal by the diameter size of the stump (dbh). Group B also requests pricing for Emergency Services for Stump Removal, by hour, during normal business hours (between 7:00am and 5:00pm, Monday through Friday) and after normal business hours (5:01pm to 6:59am, including Saturdays, Sundays, and Holidays).

Group C – Tree Trimming Services pricing consists of tree trimming service per tree in a selected section. Group C also requests pricing for Emergency Services for Tree Trimming, by hour, during normal business hours (between 7:00am and 5:00pm, Monday through Friday) and after normal business hours (5:01pm to 6:59am, including Saturdays, Sundays, and Holidays).

Unit pricing shall be all-inclusive of all transportation, handling, equipment, labor, material, disposal costs and any other costs required to fulfill the Scope of Work as identified herein. No allowances shall be made for transportation or mobilization costs and routine/standard equipment.

4. **AWARD**

An award shall be made based on the total of the Groups A through C to the lowest responsive and responsible bidder(s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein. Bidders shall provide pricing for all Groups.

The Village reserve the right to award in part or in whole, not to award any portion or Group of the bid, or to award by Group to multiple contractors, whatever is deemed to be in the best interest of the Village.

No work shall be awarded to a Bidder that is in arrears or is in default to the Village for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Village, or that has failed to perform satisfactorily any previous contract with, or work for, the Village.

5. **TERM**

The initial term of the contract shall be for three (3) years from the date of award. The Village reserves the right to renew this contract for two (2) additional one (1) year periods or an additional two (2) year period, subject to acceptable performance by the Contractor. At the end of any contract term, the Village

reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by the Village; no charges shall be assessed for failure of the Village to appropriate funds in future contract years. Written requests for price revisions after the first year period shall be submitted at least ninety (90) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit.

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

6. ESCALATION

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

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

7. SCOPE OF WORK

See pages 17-28 of this RFB.

8. INVOICES AND PAYMENTS

The Contractor shall provide individual invoices for the services that it and all of its subcontractors undertake for the Village. The Contractor shall be responsible for paying its subcontractors. The Contractor's subcontractors shall not invoice the Village, nor shall the Village pay the Contractor's subcontractors directly.

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

The Contractor shall submit an invoice for each Tree Removal and Tree Pruning List. The invoice shall include the work performed for the corresponding list and must be supported with copies of all work site locations specific to the list. The Contractor shall not submit invoices prior to completion of work, and the Village will not authorize payment (including partial or pre-payments) for incomplete work. Invoices shall include charges for work orders depicted on each list.

No payment, final or otherwise, shall release the Contractor or its subcontractors from any of the requirements or obligations set forth in this Agreement.

Invoices shall be delivered to:

Village of Glenview
Public Works Department
2498 East Lake Avenue
Glenview, IL 60026

9. CALENDAR OF EVENTS (TENTATIVE AND SUBJECT TO CHANGE)

DATE	ACTIVITY
October 24, 2019	Bid sent to potential bidders and advertised on the Village's website. Please confirm that you have received via email to Erika Smith at purchasing@glenview.il.us .
October 31, 2019	Last day to submit questions and requests for clarification.
November 1, 2019	Addendum issued if necessary
November 7, 2019	Deadline for Bid Submission. Bids received after the date and time identified will be returned unopened One (1) original (clearly identified), and one (1) electronic copy of the complete/signed bid by November 7, 2019 before 2:00 P.M. CST, to: Purchasing Division Village of Glenview 2500 East Lake Ave. Glenview, IL 60026 RFB # 219034 RFB ON: TREE TRIMMING, TREE REMOVAL, AND STUMP REMOVAL SERVICES
TBD	Recommendation to the Village Board of Trustees
TBD	Implementation Date

10. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, please submit questions via email to: purchasing@glenview.il.us. Questions are required **no later than 4:00 P.M. on October 31, 2019.**

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

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

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- A. **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Option Bids/Alternate Bids or Unit Prices.
- B. **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents. The Owner may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.

2. RESPONSIVE BID

- A. A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.
- B. Bidders shall promptly notify the Village of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. **Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.**

3. UNBALANCED BIDDING

Bidders shall not submit a bid, which contains irregularities of any kind, including unbalanced bids. By an unbalanced bid, it is meant that one or more separate items or subsections are substantially out of line with the current market price for the materials and/or work covered herein.

The Village further reserves the right not to award or to negotiate any items whose unit prices or subsection appears excessive or unbalanced. Furthermore, the Village reserves the right to reject the unbalance item(s) and to contract with another provider for the services without giving further consideration to the bidder.

4. WITHDRAWAL OF BID

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the Village's board of trustees have accepted said bid.

5. DOCUMENT OBTAINED FOR OTHER SOURCES

The Village of Glenview is the only official source for bid packages and supporting materials. Registration with the Village is the only way to ensure bidders receive all Addenda and other Notices concerning this project. The Village cannot ensure that bidders who obtain bid packages from sources other than the Village will receive Addenda and other Notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all Addenda and other Notices, may, at the Village's discretion, be rejected as non-responsive and/or the bidder disqualified. **In such cases, the Village will NOT rebid the project absent extraordinary circumstances.**

6. CONTACT WITH VILLAGE PERSONNEL

All bidders are prohibited from making any contact with the Village President, Village Trustees, or any other official or employee of the Village (collectively, "Village Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Village Manager reserves the right to

disqualify any bidder found to have contacted Village Personnel in any manner with regard to the Project. Additionally, if the Village Manager determines that the contact with Village Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

7. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

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

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

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

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

8. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

Bids shall be evaluated as follows (not listed in order of priority):

- Bid pricing
- Compliance with specifications
- References (Complete the Reference Sheet included herein)
- Experience
- Submittal of required documentation

Please identify references for similar projects as outlined above. Please include the organization, contact name, title, address, telephone number and cost of the project on the reference sheet provided herein.

Failure to provide references as identified may result in the bid being considered non-responsive with no further consideration for award.

9. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Glenview shall not be responsible in any way for purchase orders or payments made by the other Village. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Village during the extended term of this Agreement.

Bidder and the other Village may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Village with all documentation as required in the RFB, and as otherwise required by the Village of Glenview, including, but not limited to:

- 100% performance and payment bonds in the amount awarded by the respective Municipality
- Certificate of insurance naming each additional Municipality as an additional insured
- Certified payrolls to each Municipality for work performed

10. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened, bids cannot be withdrawn or modified without the approval of the Village's Board of Trustees.

11. PREVAILING WAGE

All contracts, for work herein are subject to the provisions of Labor Standards Provisions Applicable to Contracts Covering as required under the Illinois Revised Statutes. (1987, Chapter 48, Paragraph 39S-1 et seq.); providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged on the work. This shall include payment of the general prevailing rate for legal holiday and overtime work. Any revisions to the enclosed General Wage Decision prior to the date of the contract shall be in force for the duration of the contract.

12. CERTIFIED PAYROLL REQUIREMENTS (PUBLIC ACT 94-0515)

Effective August 10, 2005 Contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for each worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

13. CHANGE ORDERS

The Village believe that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the Village prior to execution.

- A. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.
- B. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.
- C. Detailed written Requests for Change Orders must be submitted to the Purchasing Agent. In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the Purchasing Agent.

- D. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.
- E. A written Change Order must be issued by the Purchasing Agent prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

14. RESPONSIBILITY OF BIDDER

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

15. ADDITIONS/DELETIONS

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

The Village reserves the right to increase and/or decrease quantities, or add or delete locations during the term of the Agreement, whatever is deemed to be in the best interest of the Village.

16. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

17. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village and its respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorneys' fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Villages, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required by the Contractor.

18. CHANGE IN STATUS

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

19. TERMINATION

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

20. TERMINATION FOR DEFAULT

The Village reserve the right to immediately terminate this Agreement with written notification for default.

Contractor's default shall include but not be limited to: failure to perform or complete tasks outlined in the specifications within the stipulated time frame, failure of requests to provide additional labor, any criminal activity by any staff member within the Village, failure to promptly comply with the contract specifications and repeat non-compliance with the contract specifications after written notice, etc.

21. REFERENCES

The Contractor shall provide customer references using the form identified herein. Each bidder must demonstrate at least five (5) years' prior experience, as a full-time firm, primarily, continuously and actively engaged in the work as identified in the Scope of Work.

The Village reserves the right to contact references, review financial statements and any other resources to determine the capability of the bidder.

22. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary).

In the event the Contractor requires a change of the subcontractor (s) identified, a written request from the Contractor and a written approval from the Village is required.

Failure to identify subcontractors could result in disqualification.

23. PROTEST PROCEDURE

The full context of Protest Procedures can be found in the Village's Procurement Policy at <https://glenview.il.us/government/Pages/Purchasing.aspx>. An overview of the procedures are included below.

Any bidder wishing to file a protest regarding the bid process may do so by giving written notice to the Village's Purchasing Division within three (3) business days of award. This notice should include the title of the requirement, the request for bid number, the closing date and the nature of the protest.

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

24. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Agreement between the Village and Contractor, the Village's Project Specifications, the Village's General Terms & Conditions and Special Terms & Conditions and the Contractor's Bid Response.

25. JURISDICTION, VENUE, CHOICE OF LAW

This agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois.

26. PROPERTY OF THE VILLAGE

All documents, findings and work products shall become the property of the Village upon payment for services rendered.

27. ON-ENFORCEMENT BY THE VILLAGE

The Contractor shall not be excused from complying with any of the requirements of the agreement because of any failure on the part of the Village, on any one or more occasions, to insist on the

Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

28. RESERVATION OF RIGHTS

The Village reserves the right to accept the Bid that is, in its judgment, the best and most favorable to the interests of the Village and the public; to reject the low price Bid; to reject any and all Bids; to accept and incorporate corrections, clarifications or modifications following the opening of the Bid when to do so would not, in the Village's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bid submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bid. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the bids.

29. NON APPROPRIATIONS

The Village reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the Village Board of Trustees of the Village.

30. COMPETENCY OF BIDDER

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

31. CONTRACTOR'S LICENSES

The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Village.

32. PERMITS AND LICENSES

A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. Prior to performing any Work, Contractor and all subcontractors must obtain a business license in the Village. Contractor is directed to the permitting requirements (including but not limited fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in the Village's code.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract.

33. SAFETY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work on this project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, or injury to all persons and property. The Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. The Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. The Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. The Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

34. ADDITIONAL SAFETY STANDARDS

Contractor shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois or authority having jurisdiction.

Any hazardous work practice(s) being conducted as determined by Facilities Manager or his/her designee shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice by the Director of Public Works or his/her designee to discontinue such practice(s). The Contractor shall not continue any work which it considers dangerous and shall immediately notify the Director of Public Works or his/her designee if such is the case.

35. INDEPENDENT CONTRACTOR

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

36. AUDIT/ACCESS TO RECORDS

- A. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B. If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000.
- C. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D. The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E. Records under the subsections above shall be maintained and made available during performance of the work under this loan agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F. The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
 - i. negotiated prime contractors;
 - ii. negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.

G. This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:

- i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
- ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

37. OMISSIONS/HIDDEN CONDITIONS

The drawings and/or specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

38. NEW PARTS AND MATERIALS: TITLE

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

39. EXCEPTIONS TO SPECIFICATIONS

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the Bidder on its firm's letterhead, to be attached to and submitted with these documents at the time of submission of the bid. **Each exception must refer to the page number and paragraph to which it pertains.** The nature of each exception shall be fully explained. Bidders are cautioned that any exceptions to these specifications may be cause for rejection of the bid.

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

40. FIELD MODIFICATIONS

A field modification is written by the Village to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be compiled with, but under protest.

41. NOTICE TO PROCEED

No work shall be undertaken prior to contract approval by the Contractor and the Village and the issuance of a Notice to Proceed and purchase order.

42. GUARANTIES AND WARRANTIES

All guaranties and warranties required shall be furnished by the bidder and shall be delivered to the Village before the final voucher on the contract is issued.

SCOPE OF WORK

1. OVERVIEW

The work shall consist of furnishing all labor, materials, equipment, and other incidentals necessary to perform the work as identified herein. Bids shall be comprehensive for each area of work:

- Group A – Tree Removal
- Group B – Stump Removal
- Group C – Tree Trimming
- Group D – Tree assessment/annual survey

2. CONTRACT MANAGER

All work performed in the Village will be under the direct supervision of the Director of Public Works or his/her designee. The designee for this project is: Dave Battaglia, Superintendent, dbattaglia@glenview.il.us, 847-904-4522. In this SCOPE OF WORK section, the CONTRACT MANAGER refers to the Director of Public Works (or his/her designee) for all work that takes place in the Village.

Hours: All maintenance, tree removal and tree pruning services shall be provided between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday; however, when given prior approval by the CONTRACT MANAGER (at least 48 hours prior to commencing work) pruning operations may also occur on Saturdays between the hours of 9 a.m. and 6 p.m. No work is to be performed on Sunday or the holidays listed below. Except in an emergency, work at all other times is not permitted unless authorized by the CONTRACT MANAGER.

The Contractor will observe holidays in accordance with the Village's official holiday schedule. The current holiday schedule, which is subject to change by the Village, is as follows:

New Year's Day (January 1)
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Day (December 25)

The CONTRACT MANAGER reserves the right to determine where and when the Contractor can work if it is determined that the work will result in unsafe conditions. For example, working near a school before school begins in the morning or after school ends in the afternoon. In cases such as these, it may be agreed upon by the CONTRACT MANAGER and the Contractor to schedule work at specific times in order to alleviate safety concerns.

Equipment Storage: The Village shall allow the Contractor to store equipment at the Public Works Service Center at 2498 East Lake Avenue, Glenview.

Debris Staging: The Contractor must receive approval from the CONTRACT MANAGER prior to debris staging at the public works facility.

3. GROUP A - TREE REMOVAL

The Village is broken up into six geographic areas for tree removals. The goal is to remove all trees that are submitted by the Village to the Contractor from one section annually. The scope of work is for tree removal in the designated section, as-needed non-emergency requests, and emergency services for the Village. The Village shall request tree removal on an on-going basis, typically, monthly.

The proposed scope of work will include the following:

- Tree removal and cleanup
- Provide emergency services for tree removal, as needed
- Site cleanup and disposal of debris as indicated by the Village herein

A. Scheduling of Work

Annual Routine Tree Removal

Every month of this agreement, the CONTRACT MANAGER will notify the Contractor of the upcoming schedule for that month with regard to trees that need to be removed from that year's pre-designed section. If a tree removal list from the pre-designed section is provided by the CONTRACT MANAGER, work shall be completed within 25 business days from the list being provided. The average monthly routine tree removal list from the Village contains 28 trees.

As-needed

The contractor shall respond to all non-emergency requests for non-emergency removal requests within 24 hours of the request. Work shall be completed within 25 business days of the initial request. The request will include street name, address, and description of the work needed. Failure to remove trees within the specified timeframe could result in termination of this Agreement. The average monthly as-needed tree removal list from the Village contains 14 trees.

All routine and as-needed requests for services that are scheduled to occur during normal business hours shall be considered non-emergency. Normal working hours are between 7:00 AM and 5:00 PM, Monday through Friday. Non-emergency services that are delayed such that they occur outside of normal business hours shall still be considered non-emergency services.

Measurement of Parkway Trees

The diameter of trees shall be measured with a standard D-tape at a point 4 ½ feet above the average ground level at the base of the tree (dbh). In cases of multi-stemmed trees whose crotch is 4 ½ feet from the ground or lower, measurement shall be taken one (1) foot below the crotch. If a tree becomes multi-stemmed below one foot, the sum of the diameters of the stems measured at 4 ½ feet above the average ground level at the base of the tree shall be the considered the diameter of the tree. If there is soil between the stems, they shall be considered separate trees. Final diameter measurements shall be reported to the nearest inch with rounding up to occur at increments ½ inch and greater (i.e. 12.50-12.99" = 13.0" dbh) and rounding down to occur at increments lower than ½ inch (i.e. 12.01-12.49" = 12.0" dbh).

B. Tree Removal

Before removal, the Contractor must verify that the tree is both tagged and corresponds accordingly to the removal list issued by the Village. Tree Removal Lists will contain the street name, numbered address, and diameter and a minimum of five (5) trees to be removed shall be provided to the Contractor. All parkway tree diameters will be measured at breast height or 4 ½ feet above ground level.

Work locations will include, but is not limited to, streets, medians and parks throughout the Village. If there are questions of ownership of a tree, the Contractor shall contact the CONTRACT MANAGER to gain approval prior for removal. **Any tree removed incorrectly will be replaced at the expense of the Contractor.** Tree removal services shall include, but is not limited to the following:

- All removals shall be done per the American National Standards Institute Standard ANSI Z-133 (2012), ANSI A300 (2008) or as amended.
- Cut off the tree at four inches above ground and remove all branches below.
- The Contractor will comply with all applicable OSHA (OSHA 29 CFR Part 1926) and other applicable federal and state regulations when removing trees.
- The Contractor shall not use the practice of 'flopping' trees.
- All trees shall be 'limbed out' prior to the final cutting of the trunk.
- Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.
- Remove trees and stumps in one area before moving to another area of the Village.

- All debris collected shall be removed immediately and dumped at the designated dumpsite
- All designated trees (stern) must be removed within twenty-five (25) business days after the Contractor has received a list from the Village. The average total monthly tree removal list from the Village contains about 42 trees. Failure to remove trees within the specified timeframe could result in termination of this Agreement.

C. Emergency/Disaster Services

During emergencies, or disaster situations, parkway trees may require immediate removal or pruning to ensure public safety (i.e. tornados, wind storms, severe thunder storms, lightning strikes, etc.). If such conditions exist, the CONTRACT MANAGER will notify the Contractor that emergency measures are being implemented. Upon notice, the Contractor will provide crews within ninety (90) minutes to the site. When requesting emergency/disaster services the Contractor shall provide, at minimum, a three (3) man crew with one chipper truck, chipper and one aerial truck. In addition, the Contractor may be called upon to provide two log grapple loaders if deemed necessary by the CONTRACT MANAGER.

The emergency services shall be provided at an hourly rate per man hour and include all labor, equipment and materials needed to perform the work to the satisfaction of the CONTRACT MANAGER. A separate emergency rate for normal business hours and after business hours for emergency work shall be provided. Normal business hours are considered Monday – Friday 7:00am – 5:00pm. Payment will be made for all hours worked at the site.

D. Travel Time/Trip Charge

In the event that the Contractor is required to respond to an emergency/disaster situation, hours spent traveling to and from the Contractor's location to the Village (portal to portal) **shall not be considered billable**. Payment for Emergency/Disaster Services will be made for all hours worked at the site. Invoicing shall only include hours spent at the work site and data that substantiates completion of work during the emergency/disaster, which is required by the CONTRACT MANAGER and is essential for the authorization of payment.

E. Posting of No Parking Signs

The Contractor shall examine the area surrounding the tree(s) to be removed and determine, in sufficient time prior to initiating the work on each removal list, whether temporary 'No-Parking' signs are necessary to allow access to tree(s). The Contractor shall contact the CONTRACT MANAGER to obtain the appropriate signage from the Village, and the Contractor shall post the signs as necessary. 'No-Parking' signs must be displayed for a minimum of 72 hours prior to enforcement. The Contractor shall remove all signs upon completion of work in that area.

F. Debris Disposal & Clean-up

The Contractor shall clean up each site including the removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, private lawns and driveways with the appropriate tools for the job. This shall include removal and disposal from the site of all debris at the end of each day's operation. All debris should be placed away from the curb and sidewalks to eliminate hazards for the residents of the Village. Also, any other debris that would interfere with mowing is to be removed and properly disposed. Limbs and trunks may be temporarily placed in the parkway areas in such a manner as to eliminate any obstruction, including sight-line obstructions, to motor vehicles and pedestrians. Brush and limbs shall not be stored overhanging any street pavement, driveway or sidewalk. **NO DEBRIS MAY BE ALLOWED TO REMAIN ON THE PARKWAY OVERNIGHT OR OVER THE WEEKEND WITHOUT THE PRIOR WRITTEN CONSENT FROM THE CONTRACT MANAGER.** Violation may result in the termination of this Agreement between the Contractor and the Village.

Cutting and clean-up operations shall be accomplished in such a manner as to not damage other trees, grass or other plant materials. If damage to other trees not designated for takedown occurs, contractor shall re-trim the tree to arborist standards to minimize long-term damage.

The Contractor is responsible for restoring the site to its original state prior to the commencement of work. Contractor shall repair divots and ruts created by fallen limbs or equipment with black dirt and grass seed.

All ruts, divots and depressions caused by the removal of the tree shall be filled to adjacent grade level before leaving the work site.

The Village shall NOT allow disposal of debris at their facilities. Violations could result in termination of this Agreement.

4. **GROUP B - STUMP REMOVAL**

The Village is broken up into six geographic areas for stump removals. The goal is to remove all stumps that are submitted by the Village from one section annually. The scope of work is for tree stump removal in a designated section, as-needed non-emergency request and emergency services for the Village. The Village shall request stump removal on an on-going basis, typically, monthly.

The scope of work shall include the following:

- Stump removal
- Backfilling & Site Clean-up as indicated by each the Village herein
- Dispose of debris as indicated by the Village herein

A. Scheduling of Work

Annual Routine Stump Removal

Every month of this agreement, the CONTRACT MANAGER will notify with the Contractor on the upcoming schedule for that month with regard to stumps that need to be removed from that year's pre-designed section. Work shall be completed within 25 business days of the initial request. The average monthly stump removal list from the Village contains about 29 stumps.

As-needed

The contractor shall respond to all non-emergency requests for non-emergency removal requests within 24 hours of the request. Work shall be completed within 25 business days of the initial request. The request will include street name, address, and description of the work needed. Failure to remove stumps within the specified timeframe could result in termination of this Agreement. The average monthly as-needed stump removal list from the Village contains 5 stumps.

All routine and as-needed requests for services that are scheduled to occur during normal business hours shall be considered non-emergency. Normal working hours are between 7:00 AM and 5:00 PM, Monday through Friday. Non-emergency services that are delayed such that they occur outside of normal business hours shall still be considered non-emergency services.

B. Stump Removal

Stump removal shall include, but is not limited to the following:

- All stumps shall be surveyed for underground utilities prior to removal.
- Stumps shall be ground to a depth of 8" below a line between the back of the curb and the top of the sidewalk or an existing grade as determined by the CONTRACT MANAGER and, generally, will be considered to be the grade that is consistent with the plane of the parkway outside any mounds or depressions caused by, or adjacent to the tree to make room for future tree planting.
- All surface roots within a six (6) foot radius of the center of the stump shall be removed.
- All surface roots within three (3) feet of the sidewalk shall be removed.
- Stump grindings shall be immediately disposed of by the Contractor.
- All stumps must be removed within twenty-five (25) business days after a stump list has been submitted to the Contractor by the CONTRACT MANAGER. The average monthly stump removal list from the Village contains about 34 stumps. Failure to remove stumps within the specified timeframe could result in termination of this Agreement.

A. Backfilling & Site Clean-up

Backfilling & site clean-up work shall include, but is not limited to the following:

- Within 48 hours after grinding (removal) the stump and buttress roots, the Contractor shall remove all stump grindings and associated debris from the work site, and complete the backfilling operation.
- The Contractor shall backfill the site with topsoil and seed immediately after removing the stump, unless otherwise directed by the Village to lay sod.
- Stump-grinding and clean-up operations shall be accomplished in such a manner as to not damage other trees, grass or other plant materials. If damage to other trees not designated for takedown occurs, Contractor shall re-trim the tree to arborist standards to minimize long-term damage.
- All debris shall be placed away from the curb and sidewalks to eliminate hazards for the residents of the Village. Also, any other debris that would interfere with mowing is to be removed and properly disposed of.
- Disposal of grinding debris generated by work described in this contract shall be the responsibility of the Contractor.
- The Contractor shall supply their own topsoil which has received the prior approval from the Village.
- The topsoil shall be properly leveled and compacted to ensure a minimum amount of settlement of the backfill material.
- In the event that the topsoil cannot be placed when the stump grinding debris is removed, the disturbed area(s) shall be barricaded off to ensure public safety.
- Stump grindings (woodchips) and debris shall not be used as backfill material.

The Contractor is responsible for the disposal of all debris from a site and returning the site to its original state it existed in prior to the commencement of work. Disposal of stump grindings is the responsibility of the Contractor. Violations could result in termination of this Agreement.

5. GROUP C – TREE TRIMMING

This section defines the services required if the Village requests tree-pruning work on Public Right-of-Ways, to be completed over a twelve (12) month period from January to December. This section is for annual tree trimming and additional non-emergency removal and pruning that is not part of the Village's scheduled pruning program. Additional non-emergency tree pruning may be needed throughout the year to address unsafe conditions, overhang onto the sidewalk, resident's requests, and such.

This section also encompasses pricing for emergency tree trimming where parkway trees may require immediate pruning to ensure public safety.

A. Scheduling of Work**Annual Routine Tree Trimming**

Every month of this agreement, the CONTRACT MANAGER will notify the Contractor on the upcoming schedule for that month with regard to trees that need to be trimmed from that year's pre-designed section. Work shall be completed within 25 business days of the initial request. The average monthly tree trimming list from the Village contains 117 trees.

As-needed

The contractor shall respond to all non-emergency requests for non-emergency removal requests within 24 hours of the request. Work shall be completed within 25 business days of the initial request. The request will include street name, address, and description of the work needed. Failure to complete the request within the specified timeframe could result in termination of this Agreement. The average monthly as-needed tree trimming list from the Village contains 58 trees.

All routine and as-needed requests for services that are scheduled to occur during normal business hours shall be considered non-emergency. Normal working hours are between 7:00 AM and 5:00 PM, Monday

through Friday. Non-emergency services that are delayed such that they occur outside of normal business hours shall still be considered non-emergency services.

B. Pruning Operations

Pruning operations shall include, but are not limited to the following:

1. **Cleaning** – Cleaning shall be conducted and completed before beginning clearance and structural pruning.

Remove all dead, dying, diseased, interfering, objectionable, and weak branches, located in the canopy, that are one (1) inch in diameter or greater.

Never remove the swollen expanding branch collar growing around the base of dead, dying branches.

Any broken, cracked or smashed branches located in the canopy shall be removed or shortened to either a lateral branch that is at least 1/3 the diameter of branch removed or back to the main trunk.

Suckers and water sprouts located within the canopy of a parkway tree shall not be entirely removed. Instead, one third (1/3) of the sprouts shall be removed, another third (1/3) shall be reduced and the final third (1/3) shall remain.

At the base of each parkway tree, any dead, dying, diseased, broken branches and water sprouts shall be removed.

2. **Clearance** – Remove branches to obtain an eventual clearance of fourteen (14) feet on the street side of the tree and eight (8) feet on the sidewalk or pedestrian side of the tree. All pruning cuts shall be made with respect to the integrity of each parkway tree. Pruning shall be conducted in a manner that maintains the crown shape and symmetry typical of the species being pruned. Remove branches to obtain an eventual clearance of ten (10) feet over buildings, houses and garages.

In order to achieve proper clearance, encroaching lower branches shall be subordinated to a lateral branch that is at least 1/3 the diameter of branch removed or pruned back to the main trunk.

Because of weight loads from summer foliage, dormant branches may need to be cleared an additional foot or two above fourteen (14), eight (8) and ten (10) feet respectively in order to achieve necessary clearances.

Lower branches that meet proper clearance heights and have diameters greater than 1/3 of the trunk's diameter shall not be ignored and instead be reduced in order to slow down growth and reduce competition with the leader. Use reduction cuts and shorten branches to laterals that are at least 1/3 the diameter of the cut branches.

3. **Structural** – The pruning and thinning of branches shall result in an even distribution of secondary and tertiary branches along each corresponding primary branch and not the grouping of branches (lion's tailing) at the tip of a primary branch.

Without leaving large gaps in the canopy, remove all interfering branches, crossing or rubbing branches and any close parallel branches that are competing for similar space within the canopy.

Thinning of the canopy shall not involve the removal of more than 25% of the live foliage at one time for young and medium aged trees.

Pruning shall be conducted in a manner that promotes and maintains a strong central leader through the reduction or removal of competing leaders.

In cases of structurally weak "V" branch unions, located in trees with a dbh greater than 12 inches,

the contractor shall contact the CONTRACT MANAGER to determine mode of action. Species, age, size and condition can affect choice of action. Actions may include: removal of one branch back to the base of included bark, reduction cut on less vigorous branch or the subordination of one branch to a lateral branch.

Remove one branch of all structurally weak "V" branch unions occurring along the main trunk or developing within the tree crown on all trees up to 12 inches dbh. Special attention shall be given to the effects that removal of such branches will have on the ultimate form of the tree.

Crown restoration measures shall be used when pruning a parkway tree that has been severely topped, vandalized or damaged from storms in order to increase tree structure, form and appearance.

4. **Mature Trees** – Thinning of the canopy shall not involve the removal of more than 15% of the live foliage at one time for mature trees, except pruning that reduces the severity of structural defects.

Remove all dead, dying and diseased branches that are one (1) inch in diameter or greater.

Majority of pruning cuts shall occur on tertiary and quaternary branches. No interior live and healthy branches greater than four (4) inches diameter shall be removed. Live and healthy branches that are a 1/3 the diameter of the trunk and greater shall not be removed without approval from the CONTRACT MANAGER.

5. **Pruning Cuts & Tools** – Each pruning cut shall be made carefully, at the proper location, leaving a smooth surface with no jagged edges or torn bark.

All final pruning cuts shall be made just to the outside of the "branch collar"; sufficiently close to the trunk or parent limb, without cutting into the branch collar, trunk or leaving a protruding stub. This will result in the slow movement of decay, preservation of the branch protection zone and a branch wound that can successfully begin normal callus and woundwood formation.

When the branch collar is absent, the pruning cut shall be made along a line which bisects the angle between the branch bark ridge and an imaginary line perpendicular to the leader or the branch being removed.

The face of the branch collar pruning cut or wound area shall be circular in form and not oval.

"Flush" pruning cuts to the main stem or behind the branch collar are PROHIBITED. Pruning cuts shall be conducted in a manner that results in even wound sides and not "dog ear" ridges on one side or another. Clean pruning cuts shall be made at all times without leaving any stubs.

All limbs to be removed shall be cut in such a manner so as to prevent any ripping or tearing of the branch or trunk wood, located on the parent or remaining stem.

All removed branches that are four (4) inches in diameter or greater shall be cut using the three-cut pruning method.

All cut limbs shall be brought to the ground in such a manner as to prevent any damage to real or personal property, regardless if it is publicly or privately owned.

Proper tools for pruning shall be used for each cut. Chainsaws shall not be used to remove live branches that are less than two (2) inches in diameter. Acceptable pruning equipment includes: hand pruners, loppers, hand saws, pole saws and chainsaws.

No person working in a parkway tree shall use spikes or any other footwear which will, in the opinion of the CONTRACT MANAGER injure the tree.

6. **Emergency Limb Removal Services** – In addition to trimming trees on a per ticket basis, the Village may also need emergency services. The services could include tree trimming services to address any threats to right of way accessibility and overall public safety due to hazardous trees/conditions.

Upon notice, the Contractor will provide crews within ninety (90) minutes to the site. Provide a 24-hour emergency telephone number to contact a representative in case of emergency. When requesting emergency/disaster services the Contractor shall provide, at minimum, a two (2) man crew with one chipper truck, chipper and one aerial truck.

7. **Site Clean-up and Disposal of Debris** – The Contractor is responsible for the disposal of all debris from a site and returning the site to its original state it existed in prior to the commencement of work. Disposal of all debris is the responsibility of the Contractor.

The Contractor will be responsible for any/all repair costs if repairs are needed after completion of requested tree pruning. All debris from trees which may not have been acceptably or sufficiently pruned initially, and which require additional pruning or other work prior to payment, shall be cleaned up and disposed of by the Contractor. In the event of snow, debris must be immediately cleaned up so it does not interfere with Village snow plowing operations.

6. GROUP D – TREE ASSESSMENT/ANNUAL SURVEY (ALTERNATE BID ITEM)

The Village is broken up into six geographic areas for tree removals. The goal is to assess and recommend what trees need to be removed or trimmed in that designated section every year.

The proposed scope of work will include the following:

- **Address/Location**—Identify the location of each tree and stump sites by the following attributes.
 - Address. House address.
 - On Street. The street on which the tree is physically located.
 - Side. The side of the house on which the tree stands in relation to the physical address.
- **Overall Condition Rating**— A general note on the health of the tree. Signs of stress, poor structure, mechanical damage, soil and root problems, disease, and pests are all considerations in the assessment of tree condition.
 - Good. A good tree shows no major problems.
 - Fair. A fair tree has minor problems that may be corrected with time or corrective action.
 - Poor. A poor tree has major problems that are irrecoverable.
 - Dead. A dead tree shows no sign of life.
- **Recommendation** – After providing a condition rating to a tree in the designated section, the Contractor will provide a recommendation to the Village regarding actions that should be taken.
 - Removed. A tree that has a poor or dead condition rating.
 - Trimmed. A tree that is overgrown and needs trimming maintenance
 - No action. A tree that received a fair or good condition rating.

A. Scheduling of Work

Tree Assessment

The Contractor will submit a report for each month that the Contractor is assessing trees in the pre-designed section. The Contractor will submit the report to the CONTRACT MANAGER with their list of recommendations from that month of assessments with regard to trees that need to be removed or trimmed from that year's pre-designed section. After the list has been received by the CONTRACT MANAGER, Village staff will confirm which trees need to be removed or trimmed and provide a final list to the Contractor.

7. CONTRACT REQUIREMENTS

A. Coordination and Reporting

The Contractor must appoint a single point of contact for communications and coordination with the CONTRACT MANAGER. This individual shall be responsible for arranging work assignments, follow-up monitoring and supervision of work.

The CONTRACT MANAGER shall be notified prior to any work being done via the weekly report described below. If any changes to this report occur, it is the Contractor's responsibility to notify him/her prior to conducting the work. Also, if traffic will be impacted, notification shall be provided to the Village's Police Department and Public Works Department no less than 72 hours prior to work starting. If "No Parking" signs are necessary, the Contractor shall contact the CONTRACT MANAGER or his/her designee to obtain these signs and post them as needed. Signs must be posted 72 hours prior to enforcement and the Contractor will remove all signs upon completion.

The Contractor shall be responsible for making arrangements with the appropriate utility during the removal of any trees or stumps that may be a hazard. The utility companies shall be notified within 72 hours prior to work being conducted. This can be done by calling JULIE at 1-800-892-0123. The Contractor shall be responsible for damage to utilities and shall, at its own expense, restore such property to a condition equal to that in existence prior to the commencement of work, as may be directed by the owners.

A status report indicating the trees worked on the week prior and the trees planned for the current week shall be provided to the CONTRACT MANAGER weekly. The weekly report shall also indicate any issues that the crews have experienced in the field as well as any work planned that was not accomplished.

2. Equipment & Materials Needed

All equipment and materials needed shall be provided by the Contractor. The equipment and materials include, but are not limited to, the following:

- Aerial Lift
- Wood Chipper
- Log Loader
- Front End Loader
- Semi-trailer
- Dump Truck
- Arrow Board
- Stump Grinder
- Top soil and seed to fill the hole remaining from tree or stump removal

All equipment, parts, or components not specifically mentioned in these specifications and are necessary to provide a complete tree pruning or tree removal service, shall be furnished by the Contractor. All equipment and vehicles shall have the Contractor name located on it, be maintained to provide a clean and mechanically sound image, and be approved by the Village. In addition all products must meet applicable federal, state, and local safety standards.

Please include a list of Equipment own with your bid submission.

C. Project Submittals

The Contractor must submit the following information for review with bid submissions. Failure to submit the following will result in disqualification of bid:

1. **Equipment Documentation** – the Contractor shall provide make, model, age, license number and vehicle identification number (VIN) for all equipment that will be associated with this contract. Equipment documentation shall also include a description of what the vehicle or equipment is used

for (e.g., Ford F-550 – which has been outfitted and used as an aerial lift).

FAILURE TO PROVIDE A LIST OF EQUIPMENT COULD RESULT IN DISQUALIFICATION AND NO FURTHER CONSIDERATION FOR AWARD.

2. **ISA Arborist Certification Number** – the Contractor shall provide the ISA certification number and classification type for all supervisory employees that may be associated with this contract.
3. **IDOA EAB Compliance Agreement** – the Contractor shall provide a fully-executed copy of their State of Illinois Emerald Ash Borer Compliance Agreement.

D. Debris Disposal & Clean-up

The Contractor shall clean up each site. This shall include removal and disposal from the site of all debris at the end of each day's operation. **NO DEBRIS MAY BE ALLOWED TO REMAIN ON THE PARKWAY OVERNIGHT OR OVER THE WEEKEND WITHOUT PRIOR WRITTEN CONSENT FROM THE CONTRACT MANAGER.** Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, private lawns and driveways with the appropriate tools for the job.

The Contractor is responsible for the disposal of all debris from a site and returning the site to its original state it existed in prior to the commencement of work. Disposal of debris is the responsibility of the Contractor.

Limbs and trunks may be temporarily placed in the parkway areas in such a manner as to eliminate any obstruction, including site line obstructions, to motor vehicles and pedestrians. Brush and limbs cannot be stored overhanging any street pavement, driveway or sidewalk. Under NO circumstances shall these materials be allowed to lie on the parkway overnight unless the CONTRACT MANAGER has granted specific permission. Violation may result in the termination of this Agreement between the Contractor and the Village.

Wood and Debris Removal – Limbs and trunks may be temporarily placed in the parkway areas in such a manner as to eliminate any obstruction, including site line obstructions, to motor vehicles and pedestrians. Brush and limbs cannot be stored overhanging any street pavement, driveway or sidewalk. Under NO circumstances shall these materials be allowed to lie on the parkway overnight unless the CONTRACT MANAGER has granted specific permission. Violation may result in the termination of this Agreement between the Contractor and the Village.

Any ash debris disposed must adhere to all regulations of the Illinois Department of Agriculture (IDOA) and under the Emerald Ash Borer Compliance Agreement; applicable to State or Federal Cooperative Domestic Quarantines for the Emerald Ash Borer (*Agilus planipennis*) pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

Any walnut debris disposed must adhere to all regulations of the Illinois Department of Agriculture (IDA) and under the Thousand Cankers Disease Compliance Agreement; applicable to State of Illinois External Regulations on *Juglans* spp. products with regards to Thousand Cankers Disease Complex (*Geosmithia morbida* and *Pityophthorus judlandis*) , pursuant to the Insect and Plant Pest Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

With the exception of ash and walnut debris, the Contractor can choose to take the debris if desired.

E. Safety Standards

In performance of this contract, the Contractor will comply with all applicable Federal, State and local laws and regulations, including the following:

1. All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard, ANSI Z-133.1 (2006), and

ANSI A300 (2008) or as amended.

2. Proper flag people, warning signs, barricades, and /or other protective devices must be provided by the Contractor. Traffic control shall be in compliance with the Manual of Uniform Traffic Control Devices and IDOT Standard Specifications, Sec. 900. Yellow flashing lights mounted on a vehicle shall not be deemed as sufficient or adequate protection. Questions of sufficiency shall be resolved to the satisfaction of the CONTRACT MANAGER.
3. During activity along municipal streets, the Contractor shall have the responsibility to block the street at each intersection, using proper signage and barricades to prevent any motorized vehicle from entering. The Contractor shall have the responsibility of notifying the CONTRACT MANAGER and both the Village's Police and Fire Departments prior to closure of any municipal street. When pruning trees along State or County Roadways, the Contractor must obtain any applicable permits from the appropriate authority. Normally, the road cannot be completely blocked off.
4. During pruning operations, sidewalks shall be properly barricaded and closed to the satisfaction of the CONTRACT MANAGER. More importantly, within school zone areas and other areas where many children are present, such as around day camps or day care, pruning shall not take place during normal commuting hours. Tree pruning shall be scheduled to minimize and avoid contact with large numbers of children walking to and from school, summer camps or day care. The CONTRACT MANAGER shall provide the Contractor with appropriate information regarding the areas and times of these activities.

F. Damage & Protection of Public & Private Property

The Contractor is responsible for any damage to public or private property caused by the Contractor's operation. Due to the nature of the work, and the likelihood that claims of damage may arise, the Contractor is also responsible for documenting the conditions of the work site, including public and private property, prior to commencing work. The Contractor shall notify the CONTRACT MANAGER or their designee of any damage that exists prior to beginning work.

The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real or personal property. The Contractor's vehicles shall be located on the paved surface of the public street and will not use private driveways or block any public sidewalk. The Contractor will be responsible to repair or replace any pavement of sidewalk broken or damaged as a result of work operations. Holes made in lawns, regardless of size, shall be filled with black dirt. To eliminate the possibility of creating ruts, the contractor shall use 3/4" thick or thicker plywood under tires of any equipment driven on the parkway. The Village Manager or their designee shall have final determination of necessary restoration. Equipment shall not enter private property unless the property owner consents or the Village has obtained signed Right-of-Entry release forms for the required removal. Vegetation surrounding a tree marked for removal shall be disturbed as little as possible.

The Contractor shall resolve any claims for damage with the property owner within 10 days after the damage occurs. Should the damage not be rectified within the timeframe agreed upon or to the satisfaction of the property owner and the Village, the Village reserves the right to repair or replace that which was damaged and deduct this cost from any payment due to the Contractor. In addition, the Village reserves the right to repair/replace any pavement surface or sidewalk damage caused by the Contractor and deduct those costs from any payment due to the Contractor.

G. Compliance Agreements – Illinois Department of Agriculture

1. Emerald Ash Borer (EAB)

Any ash debris disposal must adhere to all regulations set forth by the Illinois Department of Agriculture (IDOA) and under the EAB Emerald Ash Borer Compliance Agreement; applicable to State or Federal Cooperative Domestic Quarantines for the Emerald Ash Borer (*Agilus planipennis*) pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

The Contractor shall furnish a copy of signed IDOA EAB Compliance Agreement to the Village, following

all provisions pertaining to the proper disposal of ash debris and movement of IDOA defined regulated articles within quarantine zones. The Contractor shall abide by any modifications to IDOA EAB regulations, including the Compliance Agreement and quarantine zones.

All EAB infested ash wood and debris shall be removed from the Village and shall become the Contractor's responsibility to ensure destruction of the infested wood in accordance with the State statutes and local ordinances. Each ash tree shall be considered infested and disposed of accordingly. Under NO circumstances shall logs from ash trees be left for homeowners.

2. Thousand Cankers Disease

Any handling of walnut (*Juglans* spp.) tree material must adhere to all regulations set forth by the Illinois Department of Agriculture (IDA) under the Thousand Cankers Disease Compliance Agreement; applicable to State of Illinois External Regulations on *Juglans* spp. products with regards to Thousand Cankers Disease Complex, (*Geosmithia morbida* and *Pityophthorus judlandis*) pursuant to the Insect and Plant Pest Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

The Contractor shall furnish a copy of signed IDA Thousand Cankers Disease Compliance Agreement to the Village, following all provisions as set forth. The Contractor shall abide by any modifications to IDA Thousand Cankers Disease regulations, including the Compliance Agreement and any state and/or federal quarantine zones established.

All walnut tree material shall be removed from the Village and shall become the Contractor's responsibility to ensure handling of tree materials adheres to State statutes and local ordinances. Any walnut materials that appear suspect of TCD infestation shall be reported to the Department of Agriculture. Under NO circumstances shall unprocessed woody material from walnut trees be left for homeowners.

8. APPROXIMATE QUANTITIES

Table 1. Approximate Inventory of Trees for Glenview

Tree Type	Glenview
Total Tree Population	
1-18"	26,110
19-36"	4,056
37"+	144
TOTAL	30,310

SPECIAL TERMS & CONDITIONS

1. INSURANCE

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

This insurance shall include coverage for all of the following:

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

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

B. BUSINESS AUTO LIABILITY INSURANCE

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

C. WORKERS' COMPENSATION INSURANCE

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

D. UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE

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

- a. \$5,000,000 combined single limit - each occurrence;
- b. \$5,000,000 combined single limit – aggregate other than products/completed operations and auto liability; and
- c. \$5,000,000 combined single - products/completed operations aggregate.

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

- d. Commercial general liability;
- e. Business auto liability; and
- f. Employers' liability,

and shall follow form with the coverage provisions required for underlying insurance.

E. PROFESSIONAL LIABILITY INSURANCE

Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate, for claims alleging acts, errors or omissions by the Contractor or its subcontractors, arising from the rendering or failure to render Contractor's professional services under the Agreement.

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

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

2. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.

3. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.

4. Failure of the Village to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.

5. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Contractor.

6. The Contractor shall advise the Village via email to purchasing@glenview.il.us and by certified mail, return receipt requested, within two (2) business days after Contractor's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.

7. The Contractor's and all subcontractor's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.

8. Any deductibles or retentions of \$5,000 or greater (\$10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor, and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Contractor or its subcontractor

or imposed by Contractor's or its subcontractor's insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Village as expenses.

9. If any required insurance purchased by the Contractor or its subcontractors has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:

- a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;
- b. Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under the Agreement.

2. **WARRANTY**

- A. Contractor warrants to the Village that all materials furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Prior to Final Completion, Contractor shall deliver to the Village all warranties required under the Contract Documents, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors. Unless otherwise provided, all warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion and remain in effect for a period of one (1) year.
- B. Neither the final payment, any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in Work and any resulting damage to Work at its own expense. Contractor shall be liable for correction of all damage resulting from defective Work. If Contractor fails to remedy any defects or damage, the Village may correct the defective Work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Contractor or its surety.
- C. Contractor warrants that the Work shall be done in a workmanlike manner in strict accordance with the Contract Documents and guarantees that the labor and material will be free of defects for the period stated in the Contract Documents, but in no event less than one (1) year from the date of Substantial Completion.

3. **EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)**

Pursuant to 30 ILCS 570/0.01 *et seq.*, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village's Purchasing Division.

4. **EQUAL EMPLOYMENT OPPORTUNITY**

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

5. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

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

6. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1, et seq.)

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

7. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

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

8. TOXIC SUBSTANCES DISCLOSURES

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

9. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

10. EQUALITY/BRAND NAME

Whenever this RFB mentions an item by name and uses specific descriptions, it is intended to convey to the Contractor an understanding of the standard of excellence required by the village. Items of equal type, quality, and size, which will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required functions in accordance with this RFB may be offered. Manufacturer/model names provided in the bid specifications herein convey the standard and uniformity the Village demands.

It shall be understood that prior to bidding a substitute, the bidder must receive prior *written* approval. Therefore, it shall be understood that, by submitting a bid, the bidder is stating to the Village that no substitutions were made and that the bidder's pricing is based upon pre-approved brands.

The Village shall be the sole determiner about whether a substitute item is equal to the item specified.

11. SUBSTITUTIONS

No substitutions shall be allowed during the term of this agreement without written consent from the Village's Purchasing Division. The contractor shall request permission to substitute an item of equal or higher quality when an item ordered is unavailable for delivery within the time required by the Department of Facilities.

12. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- a) References
- b) Disqualification of Certain Bidders (affirmation by signing bid form)
- c) Affidavit/Anti-collusion
- d) Conflict of Interest Form
- e) Tax Compliance
- f) Identification of Subcontractors
- g) Participation Affidavit

13. **SECURITY GUARANTEE**

Each bidder shall submit a Bid Bond to serve as a guarantee that the bidders shall enter into a contract with the Village to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement may be rejected as non-responsive.

14. **CONTRACT BONDS**

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

- 6.1 A performance bond satisfactory to the Village, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by the Village as security for the faithful performance of the Village's contract; and
- 6.2 A payment bond satisfactory to the Village, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by the Village.
- 6.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

15. **COORDINATION**

The Contractor shall appoint a single point of contact for communications and coordination with the Public Works Director or his/her designee. This individual shall be responsible for arranging work assignments, follow-up monitoring and supervision of work.

16. **REPORTING**

A status report indicating the work completed the week prior and the work planned for the current week should be provided to the Director of Public Works or his/her designee weekly. The weekly report should also indicate any issues that the Contractors staff have experienced during the week as well as any work planned that was not accomplished.

17. **SUPERVISION**

The Contractor is responsible for supervising all employees and their work. Any work which the Public Works Director or his/her designee determines not to be satisfactory must be performed again at the Contractor's own expense. The Contractors supervisor should conduct random or spot inspections of its employees work.

The Contractors supervisor is also responsible for training new personnel and any additional training of experienced personnel as requested by the Village at the Contractor's expense. Training includes, but

shall not be limited to, geographic areas of the Village, field equipment, and safety. The Village reserves the right to require a replacement of the Supervisor if they do not meet Village standards.

18. DAMAGES

The Contractor is responsible for any damage to public or private property caused as a result of their work. The Contractor shall take all necessary steps to prevent damage to public right-of-ways, trees, businesses, houses, sidewalks, and other real or personal property. If any claims are filed by residents, the Contractor should resolve all claims and report the claim to the Public Works Director or his/her designee within 12 hours.

**LABOR STATUTES, RECORDS AND RATES
CONSTRUCTION CONTRACTS FOR
VILLAGE OF GLENVIEW - STATE OF ILLINOIS**

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
 - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
 - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
 - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
 - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for Cook County and/or Lake County must be prominently posted at the project site by the Contractor.
 - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor

and each subcontractor of the revised rate."

- 4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.
- 4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.
- 4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."
 - 4.2.1 The Contractor shall submit to the Village by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.
 - 4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.
 - 4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.
- 5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

The current Prevailing Wages Rates for Cook County can be found at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2017%20Rates/Cook.pdf>

REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: CITY OF HIGHLAND PARK
 Address: 1150 HALF DAY ROAD
 City, State, Zip Code: HIGHLAND PARK, IL 60035
 Contact Person/
 Telephone Number: KEITH O'HERRIN - 847-926-1604
 Dates of Service/Award
 Amount: 2016 - 2019

Municipality: VILLAGE OF DEERFIELD
 Address: 465 ELM STREET
 City, State, Zip Code: DEERFIELD, IL 60015

Contact Person/Telephone
 Number: DAN BUSSCHER 847-317-7245
 Dates of Service/Award
 Amount: 2012 - 2019

Agency: VILLAGE OF WHEELING
 Address: 77 W. HINTZ RD
 City, State, Zip Code: WHEELING, IL 60090
 Contact Person/
 Telephone Number: VINCE HOFFMAN 847-279-6942
 Dates of Service/Award
 Amount: 2013 - 2019

Agency: NORTHBROOK PUBLIC WORKS
 Address: 655 HUEHL RD
 City, State, Zip Code: NORTHBROOK, IL 60062
 Contact Person/
 Telephone Number: TERRY CICHOCKI 847-272-4711
 Dates of Service/Award
 Amount: 2012 - 2019

Agency: VILLAGE OF ROUND LAKE BEACH
 Address: 911 LOTUS DR
 City, State, Zip Code: ROUND LAKE BEACH, IL 60073
 Contact Person/
 Telephone Number: SCOTT HILTS - 847-323-7725
 Dates of Service/Award
 Amount: 2019

Attachment: Advanced Tree Care (O-2020-82 : Tree Trimming Services)

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

(Please sign bid form indicating compliance)

Attachment: Advanced Tree Care (O-2020-82 : Tree Trimming Services)

ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

Mike Sumner, being first duly sworn,
deposes and says that he is Owner
(Partner, Officer, Owner, Etc.)
of Advanced Tree Care Inc.
(Contractor)

The party making the foregoing bid or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract. The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Advanced Tree Care Inc.
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 21 day of Nov, 2019



Diane Lucas
Notary Public

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

Attachment: Advanced Tree Care (O-2020-82 : Tree Trimming Services)

CONFLICT OF INTEREST

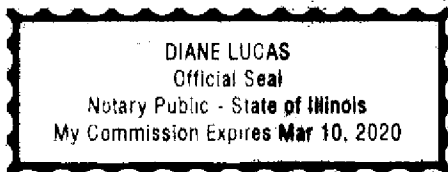
Mike Bernick, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the Village of Glenview.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village may disqualify the bid.

Advanced Tree Care Inc
 (Name of Bidder if the Bidder is an Individual)
 (Name of Partner if the Bidder is a Partnership)
 (Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
 Subscribed and Sworn to this 21 day of Nov, 2019



Diane Lucas
 Notary Public

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

Attachment: Advanced Tree Care (O-2020-82 : Tree Trimming Services)

TAX COMPLIANCE AFFIDAVIT

MLC Muna, being first duly sworn,

deposes and says that he is owner
(Partner, Officer, Owner, Etc.)

of Advanced Tree Care Inc
(Contractor)

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

Advanced Tree Care Inc
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

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

Subscribed and Sworn to this 21 day of Nov, 2019



Diane Lucas
Notary Public

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

Attachment: Advanced Tree Care (O-2020-82 : Tree Trimming Services)

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

Attachment: Advanced Tree Care (O-2020-82 : Tree Trimming Services)

PARTICIPATION AFFIDAVIT

Mr. Nelson

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he is Owner
(Partner, Officer, Owner, Etc.)

of Advanced Tree Care Inc
(Contractor)

The individual or entity making the foregoing Bid or quotation certifies that the Contractor or SubContractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or SubContractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.


(Name of Quoter if the Quoter is an Individual)
(Name of Partner if the Quoter is a Partnership)
(Name of Officer if the Quoter is a Corporation)

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

Subscribed and Sworn to this 21 day of Nov, 2019



Diane Lucas
Notary Public

Failure to complete and return this form will be considered sufficient reason for rejection of the bid.

ORDINANCE 2020-_____

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH ADVANCE TREE CARE INC., FOR TREE TRIMMING SERVICES

WHEREAS, the Village of Buffalo is a home rule unit pursuant to the Illinois Constitution of 1970;
and

WHEREAS, the Village is a participant in the Municipal Partnering Initiative (MPI); and

WHEREAS, the Village of Glenview led a competitive procurement process to obtain the best value for money; and

WHEREAS, the terms of the bid allowed for joint purchase as authorized by the Government Joint Purchasing Act.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village Manager is authorized to execute a contract with Advanced Tree Care Inc., pending review and approval by the Village Attorney at a price not to exceed \$120,000.00 per year in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.).

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: TT Ordinance (O-2020-82 : Tree Trimming Services)



Ordinance No. O-2020-83 : Fire Fleet Services

Recommendation of Action

Staff Recommends Approval

Staff recommends waiving bids and authorizing the Village Manager to execute a contract with Fire Service Inc., for Fire Fleet Maintenance at a not to exceed amount of \$175,000 pending review and approval of the agreement by the Village Attorney.

ATTACHMENTS:

- Fleet Recommendation (DOCX)
- FF Ordinance (DOCX)
- Fire Fleet Contract (DOCX)

Trustee Liaison

Smith

Staff Contact

Brett Robinson, Finance

Monday, October 19, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 14, 2020

TO: Dane Bragg, Village Manager

FROM: Brett Robinson, Purchasing Manager

SUBJECT: Fire Fleet Maintenance Services

Background

Due to the restructuring of Public Works Fleet Services, staff sought an outside contractor to provide the unique maintenance services required by the Fire Department for various Fire Apparatus. Staff sought proposals from three contractors in the Suburban Chicago area capable of providing the requested services. Proposals were received from two contractors. While the pricing provided by Certified Fleet was generally better on a maintenance per unit basis they did not provide a concierge service and Village Staff would be required to deliver and pick up equipment from their facility. This would require two members of staff, one qualified to operate the apparatus and one to follow in another vehicle. Staff had estimated the personnel and mileage costs to be \$7,868.96 per year to bring vehicles back and forth from their service location in Elmhurst.

	Qty	Certified Fleet*		Qty	Fire Service	
Staff Vehicles	6	\$ 650.00	\$ 3,900.00	8	\$ 700.00	\$ 5,600.00
Staff Vehicles	2	\$ 750.00	\$ 1,500.00			
Ambulance	3	\$ 1,650.00	\$ 4,950.00	5	\$ 1,200.00	\$ 6,000.00
Ambulance	2	\$ 1,450.00	\$ 2,900.00			
Aerial	3	\$ 4,500.00	\$ 13,500.00	3	\$ 5,850.00	\$ 17,550.00
Pumper/Tanker	4	\$ 1,950.00	\$ 7,800.00	4	\$ 3,000.00	\$ 12,000.00
Est. Transportation Costs			\$ 7,868.96		\$ -	0
Total Costs			\$42,418.96			\$41,150.00
*corrected						

Fire Service Inc. has included a concierge service in their proposal so additional staff time and costs are not associated with their proposal. Fire Service Inc., currently provides warranty work on approximately half of the Village's fire apparatus. Both contractors proposed identical hourly rates for work outside of scheduled preventive maintenance.

The fixed prices provided above include only preventative maintenance (PM) for Fire Department equipment. Wear maintenance and breakdown repairs outside of the PM work will be billed at a time and material rate. As such the Village staff have estimated a not to exceed

amount for this contract at \$135,000 per year based upon past expenses and internal services transfers. In addition to that amount the Village Manager shall control a contingency of \$40,000 for additional work as may be required to maintain or repair Fire Apparatus.

Both firms are more than capable of providing the required maintenance services, however staff believes it would be in the best interests of the Village to award a contract to Fire Service Inc., due to the concierge vehicle delivery service and the warranty services work.

Recommendation

Staff recommends authorizing the Village Manager to execute a contract with Fire Service Inc. for Fire Fleet Maintenance at a not to exceed amount of \$175,000 pending review and approval of the agreement by the Village Attorney.

ORDINANCE 2020-_____

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH FIRE SERVICE INC., FOR FIRE FLEET MAINTENANCE

WHEREAS, the Village of Buffalo is a home rule unit pursuant to the Illinois Constitution of 1970;
and

WHEREAS, the Village sought out companies qualified to provide the requested services and materials; and

WHEREAS, the Village engaged in a procurement process to obtain the best value for money.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village Manager is authorized to execute a contract with Fire Service Inc., pending review and approval by the Village Attorney at a price not to exceed \$175,000.00 per year.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: FF Ordinance (O-2020-83 : Fire Fleet Services)

FIRE FLEET MAINTENANCE CONTRACT

Fire Fleet Maintenance Contract (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and Fire Service Inc., (hereinafter the “**Contractor**”) on this 20th day of October 2020 (the “**Effective Date**”). The Village and the Contractor are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, the Village has solicited bids for the Work (defined below), Contractor has submitted a bid for the Work and Village has selected Contractor for the Work based on their bid; and

WHEREAS, the Contractor wishes to enter into this Contract with the Village and the Village wishes to enter into this Contract with the Contractor for the Work;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

The Village does hereby hire and contract with the Contractor to provide all the labor, equipment, materials and/or services described more thoroughly on Contract **Exhibit A** (the “**Work**”) which is incorporated into the Contract by this reference.

ARTICLE II - CONTRACT DOCUMENTS

The following exhibits are attached hereto and incorporated herein by this reference:

Contract Exhibit A – Description of the Work
Contract Exhibit B – Schedule of Prices

If any term or provision of this Contract shall conflict with any term or provision of the exhibits referenced above, the terms and provisions of the exhibit shall control.

Attachment: Fire Fleet Contract (O-2020-83 : Fire Fleet Services)

ARTICLE III - CONTRACT AMOUNT

The Village agrees to pay the Contractor for the proper and timely performance of the Work in strict accordance with this Contract as detailed in **Contract Exhibit B** (the “**Schedule of Prices**”) Unless explicitly provided otherwise in this Contract, the detailed sums shall be the full and exclusive compensation owed to the Contractor for the Work; and Contractor may not seek additional payments from the Village.

Prices throughout the initial term of the contract shall reflect those provided in the schedule of prices. For subsequent terms, requests for increases of unit prices shall not exceed the CPI-All Urban Consumers, Chicago or 2.5% whichever is less. Written requests for price revisions after the initial term shall be submitted ninety (90) days in advance. Requests shall be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead or profit.

The Village of Buffalo Grove reserves the right to reject a proposed price increase and terminate the Contract.

ARTICLE IV – APPLICATION FOR PAYMENT

The Contractor shall be paid at most once a month and only after providing the Village the following:

1. Detailed invoice
2. Inspection reports for each vehicle work was performed upon.

All payments under this Contract must be approved by the Village’s Board at regularly scheduled meetings. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested *prior* to paying the requested payment. The Contractor shall furnish with his final application for payment a Final Lien Waiver from itself and, if not already provided, from every subcontractor and materialman of the Work.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

ARTICLE V – CONTRACT TIME

Term. The Village will enter into a contract beginning on October 20, 2020 and ending December 31, 2021 with four (4) possible one (1) year extensions. At the end of the contract term, The Village of Buffalo Grove reserves the right to extend this contract for a period of up to sixty (60) calendar days for the purpose of securing a new contract.

Termination of Contract. The Contract may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under the Contract through no fault of the terminating party; or the Village may terminate the Contract, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than thirty (30) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

ARTICLE VI – ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times to protect itself, the property of the Village and the property of others. The safety provision of all applicable laws and ordinances shall be strictly observed by the Contractor at all times. Any practice deemed hazardous or dangerous by the Fire Chief or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Fire Chief or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VII – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Contract and the Work.

ARTICLE VIII – CONTRACTORS INSURANCE

Contractor shall procure and maintain, for the duration of the Contract and any maintenance period, insurance 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.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. 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 project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. 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 as it respects the Village, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages:
 - a. The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of 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 officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees 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 officials, agents, employees 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 officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. 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.

G. Verification of Coverage

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. 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 certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

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

I. Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, 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 the Contract.

J. Workers' Compensation and Employers' Liability Coverage

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

K. Failure to Comply

In the event the Contractor fails to obtain or maintain any insurance coverage's required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Contractor.

ARTICLE IX – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE

The Contractor shall furnish the Village with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance for the bonding company and insurance company they are using. In lieu of a Certificate of Authority or Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance's website.

ARTICLE X – COPYRIGHTS AND LICENSES

The Contractor agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Contractor and the Contractor's consultants in connection with the Work (collectively, the "**Documents**") or otherwise pursuant to this Contract and all rights therein (including trademarks, trade names, rights or use, copyrights and/or other proprietary rights) shall be and remain the sole property of the Village (regardless of whether the Village or the Contractor terminates this Contract for any reason whatsoever). The Contractor hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Contractor hereby assigns to the Village all right, title and interest therein. Notwithstanding, the Contractor shall indemnify and hold harmless the Village, its appointed and elected officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the Documents and the Work.

ARTICLE XI – NOTICE

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a "**Notice**") shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally, and shall be addressed to the following:

IF TO THE VILLAGE:	Village of Buffalo Grove 50 Raupp Blvd Buffalo Grove, IL 60089 wbaker@vbg.org ATTN: Fire Chief
WITH COPIES TO:	Cc: pbrankin@schainbanks.com Cc: brobinson@vbg.org
IF TO THE CONTRACTOR:	Fire Service Inc. _____ _____ _____ ATTN: _____

Attachment: Fire Fleet Contract (O-2020-83 : Fire Fleet Services)

ARTICLE XII – CHANGE ORDERS

If the Village requests any change to the Work the Village shall do so by delivering Notice of the same to the Contractor and the change requested by the Village shall be effective upon receipt of the Notice by the Contractor. The Contractor may propose a change to the Work by delivering Notice of the proposed change along with a description of the changes full effect on the Work to the Village; provided, such requested change shall not be deemed accepted until the Village has delivered to the Contractor Notice of the same. Prior to approving a proposed change to the Work by the Contractor, the Village may request such additional documentation as it deems necessary to investigate the proposed change. The Contractor shall be responsible for informing all its employees and subcontractors of any changes to the Work, whether such change is requested by the Contractor or the Village.

ARTICLE XIII – NOTICE OF STARTING WORK

The Contractor shall provide Notice to the Village prior to the Contractor, or its employees or subcontractors, starting the Work or any phase of the Work.

ARTICLE XIV – SEQUENCE OF THE WORK

The Fire Chief shall have the power to direct the order and sequence of the Work. On any major portion of the Work, all accessories shall be set coincident with the main construction. Payment for major portions of the Work may be withheld until proper completion of accessories.

ARTICLE XV – SUPERVISION

The Fire Chief shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Fire Chief. The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the Fire Chief, and any instructions given to such superintendant or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

ARTICLE XVI – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Fire Chief, any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

ARTICLE XVII – CONDITIONS OF THE WORK SITE

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the Fire Chief. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Fire Chief or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Fire Chief or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Fire Chief or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIII – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Fire Chief or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twelve (12) months from the date of final, and not substantial, completion.

ARTICLE XIX – ACCIDENTS

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Fire Chief by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

ARTICLE XX – NO ASSIGNMENT

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Fire Chief or his authorized representative.

ARTICLE XXI – DEFAULT

The following shall constitute a default an “**Event of Default**” by the Contractor under this Contract:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;
- B. If there shall be placed on any property owned by the Village any mechanics’, materialmens’ or suppliers’ lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Contract; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

ARTICLE XXII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

ARTICLE XXIII – COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers’ Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

A. NO DISCRIMINATION – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“**FOIA**”) request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s actual or alleged violation of FOIA or the Contractor’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys’ and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

C. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

D. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

ARTICLE XXIV – NO WAIVER OF RIGHTS

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

ARTICLE XXV – CONTROLLING LAW AND VENUE

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

ARTICLE XXVI – MISCELLANEOUS

- A. AMENDMENT** – This Contract may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- D. NO THIRD PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- E. BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- F. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- G. SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- H. TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*
- I. CALENDAR DAYS AND TIME.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

- J. FAVORABLE TERMS** - Contractor represents that all of the benefits and terms granted by Contractor herein are at least as favorable as the benefits and terms granted by Contractor to Illinois Home Rule Municipalities. Should Contractor enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Contractor shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Contractor shall amend this Agreement to contain the more favorable terms and conditions.

- K. COUNTERPARTS** – This Contract may be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.

ACKNOWLEDGEMENT

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be executed as of the Effective Date.

Village of Buffalo Grove,
an Illinois home-rule unit of government

Fire Service Inc.

By: _____
Name: Dane Bragg
Title: Village Manager

By: _____
Name: _____
Title: _____

Attachment: Fire Fleet Contract (O-2020-83 : Fire Fleet Services)

CONTRACT EXHIBIT A- DESCRIPTION OF THE WORK

YEARLY PREVENTATIVE MAINTENANCE FOR FIRE APPARATUS

Requested Services

Full Chassis, Pumper & Squad Maintenance

(A) MAINTENANCE

1. Change engine oil and filters.
2. Change transmission oil and filters.
3. Change fuel filters.
4. Replace air filter.
5. Chassis lubrication and check levels.
6. Major Brake inspection (drum brakes, remove backing plates and inspect-- disk brakes drop caliper pin & fully inspect lining material).
7. Chassis inspection.
8. Pump inspection.
9. Pump service test.
10. Electrical system test.
11. Pump transmission fluid change.
12. Rear differential fluid change.
13. Change Generator oil & filter
14. Service Generator fuel & air filters
15. Road test.

(B) MAINTENANCE

1. Change engine oil and filters
2. Change fuel filters.
3. Service air cleaner.
4. Chassis lubrication & check all fluid levels.
5. Minor Brake inspection.
6. Chassis inspection.
7. Pump inspection.
8. Road test.

Full Ambulance Maintenance

(A) MAINTENANCE

1. Change engine oil and filters.
2. Change transmission oil and filters.
3. Change fuel filters.
4. Replace air filter.
5. Chassis lubrication and check levels.
6. Major Brake Inspection.
7. Chassis inspection.
8. Rear differential fluid change.
9. Electrical system test.
10. Road test.

Full Ambulance Maintenance

- (B) MAINTENANCE
1. Change engine oil and filters.
 2. Change fuel filters.
 3. Service air cleaner.
 4. Chassis lubrication & check all fluid levels.
 5. Minor Brake inspection.
 6. Chassis inspection.
 7. Road test.

Full Aerial Maintenance

- (A) MAINTENANCE
1. Complete cleaning and lubrication.
 2. Annual NFPA 1911 Test (not NDT Test)
 3. Change hydraulic filters.
 4. Hydraulic Oil Sampling.

- (B) MAINTENANCE
1. Complete cleaning and lubrication.
 2. Visual inspection
 3. Operational test.

1. The Pumper and Rescue Full Semi-Annual Program includes: 1 (A) Maintenance and 1 (B) Maintenance per year.
2. The Ambulance Full Semi-Annual Program includes:
1-- (A) Maintenance and 1-- (B) Maintenance per year.
3. Aerial and Chassis Yearly Maintenance Programs Complete Aerial Full Semi-Annual Program includes:
1 - Chassis (A) Maintenance per year 1 - Aerial (A) Maintenance per year
1 - Chassis (B) Maintenance per year 1 - Aerial (B) Maintenance per year
4. Any Village vehicle left at the Contractor's facilities should be secured inside a locked fenced compound under video surveillance or within a locked building.

Abbreviated Chassis, Pumper, Tanker, Aerial & Squad Maintenance

(A) MAINTENANCE

1. Change engine oil and filters
2. Change fuel filters.
3. Chassis lubrication and check levels.
4. Major Brake inspection (drum brakes, remove backing plates and inspect-- disk brakes drop caliper pin & fully inspect lining material).
5. Chassis inspection.
6. Pump inspection.
7. Pump service test.
8. Pump transmission fluid change.
9. Road test.

(B) MAINTENANCE

1. Change engine oil and filters
2. Change fuel filters.
3. Service air cleaner.
4. Chassis lubrication & check all fluid levels.
5. Minor Brake inspection.
6. Chassis & Pump safety inspection.
7. Road test.

Abbreviated Aerial Maintenance

(A) MAINTENANCE

1. Complete cleaning and lubrication.
2. Annual NFPA 1911 Test (not NDT Test)
3. Hydraulic Oil Sampling.

(B) MAINTENANCE

1. Lubrication.
2. Visual inspection
3. Operational test.

1. Abbreviated Semi-Annual Program for Tanker, Pumper or Squad includes
Abbreviated (A) PM and 1 Abbreviated (B) PM
2. Abbreviated Ambulance Semi-Annual Program includes: 1 Abbreviated (A) PM and 1 Abbreviated (B) PM
3. Abbreviated Semi-Annual Program for Aerials includes: 1-Abbreviated (A) PM Chassis, 1-Abbreviated (B) PM Chassis 1- Abbreviated Aerial (A) PM and 1- Abbreviated (B) Aerial PM
4. Any Village vehicle left at the Contractor's facilities should be secured inside a locked fenced compound under video surveillance or within a locked building.

CONTRACT EXHIBIT B- SCHEDULE OF PRICES

1.	Unit 237—Full semi-annual PM program	\$ <u>5,850.00</u> per year.
2.	Unit 218---Abbreviated semi-annual PM program	\$ <u>3,000.00</u> per year.
3.	Unit 246---Abbreviated semi-annual PM Program	\$ <u>3,000.00</u> per year.
4.	Unit 226---Abbreviated semi-annual PM Program	\$ <u>1,200.00</u> per year.
5.	Unit 225---Abbreviated semi-annual PM Program	\$ <u>1,200.00</u> per year.
6.	Unit 224---Abbreviated semi-annual PM Program	\$ <u>1,200.00</u> per year.
7.	*Unit 248---Abbreviated annual PM Program	\$ <u>700.00</u> per year.
8.	*Unit 299---Abbreviated annual PM Program	\$ <u>700.00</u> per year.
9.	*Unit 298---Abbreviated annual PM Program	\$ <u>700.00</u> per year.
10.	*Unit 291---Abbreviated annual PM Program	\$ <u>700.00</u> per year.
11.	*Unit 292---Abbreviated annual PM Program	\$ <u>700.00</u> per year.
12.	*Unit 296---Abbreviated annual PM Program	\$ <u>700.00</u> per year.
13.	*Unit 295---Abbreviated annual PM Program	\$ <u>700.00</u> per year.
14.	*Unit 297---Abbreviated annual PM Program	\$ <u>700.00</u> per year.
15.	Unit 227---Abbreviated annual PM Program	\$ <u>1,200.00</u> per year.
16.	Unit 235---Full semi-annual PM Program	\$ <u>5,850.00</u> per year.
17.	Unit 217---Full semi-annual PM Program	\$ <u>3,000.00</u> per year.
18.	Unit 236—Full semi-annual PM program	\$ <u>5,850.00</u> per year.
19.	Unit 214— Full semi-annual PM program	\$ <u>3,000.00</u> per year.
20.	Unit 99 --- Abbreviated semi-annual PM Program	\$ <u>1,200.00</u> per year.

Total \$41,150.00 per year.

Cost for concierge service transporting Vehicles to and from the Village of Buffalo Grove to a Fire Service Inc. service facility. \$ 0 (No Charge)

Hourly Rate for services Regular time \$ 118.00 Overtime \$ 118.00

Markup on Materials: is the percent added to the actual wholesale (no retail pricing will be accepted) cost (\$1-\$1,500) of materials or special equipment rental shall not exceed 20%

Markup on Materials: is the percent added to the actual wholesale (no retail pricing will be accepted) (\$1,500.01- and up) cost of materials or special equipment rental shall not exceed 15%

All materials required to perform Preventive Maintenance including but not limited to oil, lubricants, and filters, shall be considered incidental to the cost of the contract and will not be paid for separately. In the event additional equipment and/or materials are necessary to perform services, the Contractor shall receive prior written approval from the Village. Failure to obtain prior approval could result in non-payment by the Village.

Emergency call out response time Hours 2 hours

Attachment: Fire Fleet Contract (O-2020-83 : Fire Fleet Services)

CONTRACT EXHIBIT C- LIST OF APPARATUS

Unit	Manufacturer	Model	Classification	VIN	Note	Year	Current Useage
237	KME	Excel XMFD	63 - Fire, Ladders	1k9af42883n058711	KME 3S-HD-75-SA-RM HALE QMAX200-23L 85218	2003	108896
218	KME	Predator	65 - Fire, Pumps	1K9AF42847NO58291	Hale QMAX200-21IL 93976	2007	77312
246	International	4400	67 - Fire, Rescue	1htmkazn86h243309		2005	17340
226	Freightliner	M2106	61 - Ambulance	1FVACWFD9JHJZ0171	Horton 623-1	2018	43890
225	Freightliner	6234	61 - Ambulance	1FVACWDU2FHGS9658		2015	667764
224	Freightliner		61 - Ambulance	1FVACWDU0GHHF9273		2016	45025
*248	Ford	1/2 Ton	24 - 3/4 Ton Pickup 2WD	1FTSX21R88EE05499		2008	46635
*299	Ford	E350	19 - Full Size Van	1FTSS34P39DA66110		2009	91242
*298	Ford	Explorer	69 - Fire, Misc	1FMEU7DE8AUA57903		2010	62220
*291	Ford	Explorer	09 - Full-Size Fire Unmarked	1FM5K8ARXHGC78186	71300758585	2017	41442
*292	Ford	Explorer	09 - Full-Size Fire Unmarked	1FM5K8AR8HGC78185	60948437049	2017	45416
*296	Ford	Explorer	05 - Auto 4WD	1FM5K8AR3GGA07985	70733937708	2016	60390
*295	Ford	Explorer	05 - Auto 4WD	1FM5K8AR1GGA07984	7.07172E+12	2016	58895
*297	Ford	Utility Interceptor	05 - Auto 4WD	1FM5K8ABOLGA71334		2020	4574
227	Ford	F450	61 - Ambulance	1FDUF4HT3CEC73362		2012	97051
235	Ferrara	Inferno	63 - Fire, Ladders	1F95083309H140612	HALE QMAX A3177 HARRISON MCR10KW C105911	2010	89568
217	Ferrara	Igniter	65 - Fire, Pumps	1F9424427AH140714	EQUIP: HALE QMAX A2431 EQUIP2: HARRISON MCR8KW B105662	2010	71949
236	E-One	Cyclone	63 - Fire, Ladders	4ENLAAA8XG1000631		2016	26709
214	E-One	Typhoon	65 - Fire, Pumps	4EN6AAA8XG1000643	E-One Shop Number 140643	2016	40206
99	Ford	E450	49 - Com Van	1FDXE45P39DA74317		2009	4099

Vehicles denoted with an asterisk will be included in the Preventative Maintenance Program at the Village's option.

Attachment: Fire Fleet Contract (O-2020-83 : Fire Fleet Services)



Ordinance No. O-2020-84 : Parking Lot Snow Removal Services

Recommendation of Action

Staff Recommends Approval

Staff recommends waving bids and authorizing the Village Manager to execute a contract with Snow Systems., for Parking Lot Snow Removal Services at a not to exceed amount of \$110,000.00, pending review and approval of the agreement by the Village Attorney.

ATTACHMENTS:

- Snow Removal Recommendation (DOCX)
- Snow Ordinance (DOCX)
- Snow and Ice 2020 Contractv2(DOCX)

Trustee Liaison

Pike

Staff Contact

Brett Robinson, Finance

Monday, October 19, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 15, 2020

TO: Dane Bragg, Village Manager

FROM: Brett Robinson, Purchasing Manager

SUBJECT: Parking Lot Snow Removal Services

Background

Earlier this year the Village released a bid for snow removal services for Village streets, select sidewalks and parking lots. As the pricing received was not favorable staff requested the Village Board reject all bids and authorize staff to negotiate for some snow removal services. Due to restructuring of Public Works Forestry and Fleet Services, staff chose to pursue parking lot snow removal service from an outside contractor to provide snow removal services for the Pace and Metra Lots as well as parking lots around the Village Campus.

Staff modified the specifications from the original bid and then met with contractors and requested pricing for snow removal from parking lots and associated sidewalks. The revised specifications took into account a ten year average of forty inches of snow fall per season and snow removal and deicing of adjacent sidewalks., Snow Systems provided favorable pricing and is open to providing staffing to the Village on an as needed basis to backfill positions in Snowplow vehicles in case of staffing shortages that might be caused by illness.

Parking Lot Snow Removal	Up to 40"	> 40" per inch
Snow Systems	\$ 80,000.00	\$ 2,286.00
Milieu Landscaping	\$ 98,776.00	\$ 3,860.00
DGO Premium Services	\$ 90,000.00	\$ 2,900.00
Tovar Snow Professionals	No Bid	No Bid

Staff would recommend an award in an amount not to exceed \$110,000. The award would consist of \$80,000 for snow removal as proposed by Snow Systems with a \$30,000 contingency controlled by the Village Manager that would only be used in case snowfall exceeded forty inches or if Public Works required the staffing of snowplows with CDL drivers on an as needed basis.

Recommendation

Staff recommends waving bids and authorizing the Village Manager to execute a contract with Snow Systems., for Parking Lot Snow Removal Services at a not to exceed amount of \$110,000.00, pending review and approval of the agreement by the Village Attorney.

ORDINANCE 2020-_____

**AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH SNOW SYSTEMS., FOR PARKING LOT
SNOW REMOVAL SERVICES**

WHEREAS, the Village of Buffalo is a home rule unit pursuant to the Illinois Constitution of 1970;
and

WHEREAS, the Village sought out companies qualified to provide the requested services and materials; and

WHEREAS, the Village engaged in a procurement process to obtain the best value for money.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Ordinance as if fully set forth herein.

SECTION 2. The Village Manager is authorized to negotiate and execute a contract with Snow Systems for Parking Lot Snow Removal Services, pending review and approval by the Village Attorney at a price not to exceed \$110,000.00 per year.

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Snow Ordinance (O-2020-84 : Parking Lot Snow Removal Services)

SNOW AND ICE REMOVAL CONTRACT

Snow and Ice Removal (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and _____ an [_____] (hereinafter the “**Contractor**”) on this _____ day of _____, 2020 (the “**Effective Date**”). The Village and the Contractor are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, the Village has solicited bids for the Work (defined below), Contractor has submitted a bid for the Work and Village has selected Contractor for the Work based on their bid; and

WHEREAS, the Contractor wishes to enter into this Contract with the Village and the Village wishes to enter into this Contract with the Contractor for the Work;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

The Village does hereby hire and contract with the Contractor to provide all the labor, equipment, materials and/or services described more thoroughly on Contract **Exhibit A** (the “**Work**”) which is incorporated into the Contract by this reference.

ARTICLE II - CONTRACT DOCUMENTS

The following exhibits are attached hereto and incorporated herein by this reference:

- Contract Exhibit A – Description of the Work**
- Contract Exhibit B – Schedule of Prices**
- Contract Exhibit C – Performance and Payment Bond**
- Contract Exhibit D – Partial Lien Waiver**
- Contract Exhibit E – Final Lien Waiver**

If any term or provision of this Contract shall conflict with any term or provision of the exhibits referenced above, the terms and provisions of the exhibit shall control.

ARTICLE III - CONTRACT AMOUNT

The Village agrees to pay the Contractor for the proper and timely performance of the Work in strict accordance with this Contract as detailed in **Contract Exhibit B** (the “**Schedule of Prices**”) Unless explicitly provided otherwise in this Contract, the detailed sums shall be the full and exclusive compensation owed to the Contractor for the Work; and Contractor may not seek additional payments from the Village.

Written requests for price revisions after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit and pursuant to the CPI-All Urban Consumers, Chicago or 2.5% whichever is less.

The Village of Buffalo Grove reserves the right to reject a proposed price increase and terminate the Contract.

ARTICLE IV – APPLICATION FOR PAYMENT

The Contractor shall be paid at most once a month and only after providing the Village the following:

1. An executed and notarized Contractor’s Sworn Statement in a form similar to AIA G702 or AIA G703;
2. Either a partial or final lien waiver from every subcontractor, sub-subcontractor, or materialman in substantially the same form as attached here as **Contract Exhibit D** and **Contract Exhibit E**;

All payments under this Contract must be approved by the Village’s Board at regularly scheduled meetings. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested *prior* to paying the requested payment. The Contractor shall furnish with his final application for payment a Final Lien Waiver from itself and, if not already provided, from every subcontractor and materialman of the Work.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

ARTICLE V – CONTRACT TIME

Term. The Village will enter into a contract for one (1) year with four (4) possible one (1) year extensions. At the end of any contract term, The Village of Buffalo Grove reserves the right to extend this contract for a period of up to sixty (60) calendar days for the purpose of securing a new contract.

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

ARTICLE VI – PERFORMANCE and PAYMENT BOND

The Contractor shall provide the Village with a performance and payment bond in substantially the same form as on **Contract Exhibit C** (the “**Performance and Payment Bond**”) prior to Contractor beginning any Work and within 10 calendar days of the Notice of Award sent to the Contractor.

ARTICLE VII – ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times to protect itself, the property of the Village and the property of others. The safety provision of all applicable laws and ordinances shall be strictly observed by the Contractor at all times. Any practice deemed hazardous or dangerous by the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Director of Public Works or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages, fines or fees which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, and/or violation of any law or regulation which arises out of or is in any way connected or associated with the Contract and the Work.

ARTICLE IX – CONTRACTORS INSURANCE

Contractor shall procure and maintain, for the duration of the Contract and any maintenance period, insurance 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.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. 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 project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. 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 as it respects the Village, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages:
 - a. The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of 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 officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees 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 officials, agents, employees 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 officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. 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.

G. Verification of Coverage

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. 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 certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

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

I. Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, 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 the Contract.

J. Workers' Compensation and Employers' Liability Coverage

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

1) NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under contractor's coverage rather than the Village of Buffalo Grove's, if the Village of Buffalo Grove is borrowing, leasing or in day to day control of contractor's employee.

K. Failure to Comply

In the event the Contractor fails to obtain or maintain any insurance coverage's required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Contractor.

ARTICLE X – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE

The Contractor shall furnish the Village with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance for the bonding company and insurance company they are using. In lieu of a Certificate of Authority or Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance's website.

ARTICLE XI – COPYRIGHTS AND LICENSES

The Contractor agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Contractor and the Contractor's consultants in connection with the Work (collectively, the "**Documents**") or otherwise pursuant to this Contract and all rights therein (including trademarks, trade names, rights or use, copyrights and/or other proprietary rights) shall be and remain the sole property of the Village (regardless of whether the Village or the Contractor terminates this Contract for any reason whatsoever). The Contractor hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Contractor hereby assigns to the Village all right, title and interest therein. Notwithstanding, the Contractor shall indemnify and hold harmless the Village, its appointed and elected officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the Documents and the Work.

ARTICLE XII – NOTICE

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a "**Notice**") shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally, and shall be addressed to the following:

IF TO THE Village: Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089
mreynolds@vbg.org
ATTN: Director of Public Works

WITH COPIES TO: Cc: pbrankin@schainbanks.com
Cc: brobinson@vbg.org

IF TO THE CONTRACTOR: _____

ATTN: _____

Attachment: Snow and Ice 2020 Contractv2 (O-2020-84 : Parking Lot Snow Removal Services)

ARTICLE XIII – CHANGE ORDERS

If the Village requests any change to the Work the Village shall do so by delivering Notice of the same to the Contractor and the change requested by the Village shall be effective upon receipt of the Notice by the Contractor. The Contractor may propose a change to the Work by delivering Notice of the proposed change along with a description of the changes full effect on the Work to the Village; provided, such requested change shall not be deemed accepted until the Village has delivered to the Contractor Notice of the same. Prior to approving a proposed change to the Work by the Contractor, the Village may request such additional documentation as it deems necessary to investigate the proposed change. The Contractor shall be responsible for informing all its employees and subcontractors of any changes to the Work, whether such change is requested by the Contractor or the Village.

ARTICLE XIV – NOTICE OF STARTING WORK

The Contractor shall provide Notice to the Village prior to the Contractor, or its employees or subcontractors, starting the Work or any phase of the Work.

ARTICLE XV – SEQUENCE OF THE WORK

The Director of Public Works shall have the power to direct the order and sequence of the Work. On any major portion of the Work, all accessories shall be set coincident with the main construction. Payment for major portions of the Work may be withheld until proper completion of accessories.

ARTICLE XVI – SUPERVISION

The Director of Public Works shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Director of Public Works. The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the Director of Public Works, and any instructions given to such superintendant or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

ARTICLE XVII – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Director of Public Works, any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

ARTICLE XVIII – CONDITIONS OF THE WORK SITE

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the Director of Public Works. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Director of Public Works or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Director of Public Works or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIX – BLANK

ARTICLE XX – ACCIDENTS

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Director of Public Works by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

ARTICLE XXI – NO ASSIGNMENT

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Director of Public Works or his authorized representative.

ARTICLE XXII – DEFAULT

The following shall constitute a default an “**Event of Default**” by the Contractor under this Contract:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;
- B. If there shall be placed on any property owned by the Village any mechanics’, materialmens’ or suppliers’ lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Contract; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

ARTICLE XXIII – BLANK

ARTICLE XXIV – COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers’ Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

A. NO DISCRIMINATION – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s actual or alleged violation of FOIA or the Contractor’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys’ and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

C. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered Contractors to comply with the requirements and provisions thereof.

ARTICLE XXV – NO WAIVER OF RIGHTS

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

ARTICLE XXVI – CONTROLLING LAW AND VENUE

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

ARTICLE XXVII – MISCELLANEOUS

- A. AMENDMENT** – This Contract may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- D. NO THIRD PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- E. BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- F. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- G. SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- H. TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*
- I. CALENDAR DAYS AND TIME.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- J. TERMINATION OF CONTRACT.**
 - a. Voluntary Termination.** Notwithstanding any other provision hereof, the Village may terminate this Contract during the Initial Term or any Renewal Term, with or without cause, at any time upon fifteen (15) calendar days prior written notice to the Contractor. The Contractor may terminate this Contract, with or without cause, at any time upon forty five (45) calendar days prior written notice to the Village.
 - b. Termination for Breach.** Either party may terminate this Contract upon written notice to the other party following material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within seven (7) calendar days of receipt of written notice of such breach from the non-breaching party.

K. COUNTERPARTS – This Contract may be executed by the Parties in any any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be executed as of the Effective Date.

Village of Buffalo Grove,
an Illinois home-rule unit of government

Company
[An Illinois _____ company]

By: _____
Name: Beverly Sussman
Title: Village President

By: _____
Name: _____
Title: _____

Attachment: Snow and Ice 2020 Contractv2 (O-2020-84 : Parking Lot Snow Removal Services)

CONTRACT EXHIBIT A- DESCRIPTION OF THE WORK

Parking Lot Snow Removal

Scope of Work – The Village performs winter maintenance activities in the following Parking Lot Areas, including snow plowing, and salting including liquid deicers.

1. Pace & Metra Public Parking Lot Area (corner of Deerfield Parkway & Commerce Ct.)
 - a. 825 Commerce Ct. Pace & Metra
2. Village Campus Parking Lot Area
 - a. 51 Raupp Blvd. Public Service Center (PSC)
 - b. 46 Raupp Blvd. Police Department (East Lot)
 - c. 46 Raupp Blvd. Police Department (West Lot)
 - d. 50 Raupp Blvd. Village Hall (Including Youth Center)
3. Associated Sidewalks in and around Parking Lot Areas listed above and as shown on the attached maps

General Information - Parking Lots

The work is further described as furnishing equipment, consisting of trucks or equipment fitted with snow plows, box plows, salt spreaders, liquid dispensing systems and operators to remove snow and ice from designated parking lots in the Village in accordance with this Contract. The Contractor will complete this work by plowing and applying deicing materials to Village parking lots as directed by the BGPW Supervisory staff in accordance with the adopted annual Winter Maintenance Plan, and in accordance with this contract.

General Information - Sidewalks

Sidewalk snow is to be plowed/blown/broomed into available parkway or yard space. Sidewalk snow is NOT to be deposited into streets, driveways, etc. Sidewalk snow is NOT to be stacked on corners or in any other location that would restrict or limit visibility of pedestrians or motorists.

Contractor Duties: The Contractor agrees to:

- A. Maintain contractually awarded parking lots as designated by the Village during all snow events in accordance with all section of this Contract.
- B. Provide a minimum of one (1) Truck/Equipment and Operator per assigned Parking Lot Area, per 12 hour shift, plus a Contractor Crew Supervisor (regardless of awarded Lot assignments).
- C. Complete an activity report.
- D. Accomplish work in conformance with this Contract adhering to the Village adopted winter maintenance plan.

The Contractor shall provide snow plow services to the assigned Parking Lot Areas and Sidewalks, with an expectation of “bare pavement” at the conclusion of the winter storm event. The designated Parking Lots and Sidewalks are high volume areas of both vehicular traffic and foot traffic within the Village and are considered a High Priority of the annual adopted Winter Maintenance Plan.

The Village reserves the right to change the assigned Parking Lot Area during the contract to an area of similar size and difficulty should Village priorities change during the term of this contract.

Salt and Liquid deicer application rates will be determined by the BGPW Supervisory staff and the Contractor will be notified before starting the Parking Lot Plowing. Changes to application rates will be communicated from the BGPW Contract Manager to the Contract Supervisor who will relay any changes to all contract staff. All salt and liquid deicer materials for use on parking lots will be supplied by the BGPW (all materials located at the PSC). Materials will be loaded and measured prior to the beginning of an event by BGPW staff, and refilled as needed by BGPW staff. Following the conclusion of the storm event, all materials will be dumped and/or pumped back into Village storage facilities. Material usage will be tracked and monitored following each storm event and compared to other Route usages. The Contractor will be required to perform equipment recalibrations as directed by BGPW Supervisory staff if/when usages are out of anticipated proportions. The Contractor is required to calibrate all material spreading equipment (solids and liquids) prior to the beginning of the winter maintenance season, and recalibrate as directed by the BGPW.

Materials for deicing sidewalks are to be provided by the contractor.

Approximately one (1) hour before completion of plowing assigned Parking Lot(s), the Contract Crew Supervisor will contact the BGPW Contract Manager requesting inspection of the Lot(s). Upon inspection if areas are missed, or the plowing work fails to meet the BGPW standards, the Contractor will be directed to correct the work. Once the BGPW Contract Manager inspects and signs off on all completed contract work, the Contractor and staff will report back to the PSC for offloading of all materials.

Methodology: The Village believes as a minimum, to successfully plow and spread deicing materials across an assigned Areas, the Contractor will need the following equipment and personnel:

Equipment: (per awarded Parking Lot Area)

1. The vehicle shall be clear of excessive fluid leaks (of any kind). The Contractor shall be responsible for the cleanup of such fluids and all associated expenses.
2. One (1) truck capable of holding two (2) tons of Road Salt & fifty (50) gallons of liquid deicer. One (1) Loader with front lifting arms fitted with box plow (or V-plow) system a minimum of ten (10) feet in width, capable of lifting said box plow ten (10) feet in height to stack snow.
3. Trucks may be equipped with a hopper (or insert system) as an alternative to a dump body box.
4. Material spreaders shall be capable of accurate calibration, and application rate adjustment from inside the cab of the truck. Spreader adjustments required as described below:
 - a. Road Salt Application Rates (Calibrated)
 - i. 150 lbs. per mile
 - ii. 200 lbs. per mile
 - iii. 250 lbs. per mile
 - iv. 300 lbs. per mile
 - v. 350 lbs. per mile
 - vi. 400 lbs. per mile
 - b. Liquid Deicer Application Rates (Calibrated)
 - i. 10 gallons per ton
 - ii. 15 gallons per ton
 - iii. 20 gallons per ton
 - iv. 25 gallons per ton
 - v. 30 gallons per ton
5. Adjustable material broadcast spinner, adjustable inside cab of truck for single lane or multi-lane application.
6. The Contractor will provide all fluids and fuel for plow equipment excluding deicing materials for parking lots
7. The Contractor will provide all fluids and fuel for plow equipment for sidewalks including deicing materials
8. Equipment must be in good working order and in general good repair, and work effectively to complete the work as described in this Contract. If the equipment is not in good working order, as determined by the BGPW, the Contractor shall work to correct the deficiency to the satisfaction of the BGPW within twenty-four (24) hours, during which time the Contractor will provide another piece of equipment (or pieces of equipment) that are capable of completing the assigned work described in this contract. Failure shall result in a violation of this Contract.

Personnel:

1. Operators sufficiently familiar with the equipment to efficiently clear spreader stoppages, effectively adjust spreader rates, change plow blades and effect minor repairs, when necessary.
2. Operators fully licensed as required by all Federal and State Laws.
3. Operators with the ability to meet a one (1) hour response time to report to the PSC after the callout of the Contractor.
4. Operators sufficiently familiar with their assigned Route(s). The BGPW must be notified of any change in operators prior to an event, and replacement operator must have been previously approved to by the Village to work for the Village under this Contract.

Qualification of Equipment & Operator(s):

Equipment – The Contractor shall provide the Village a detailed list and description of all Equipment for each Parking Lot awarded as part of this Contract. The list shall include year, make, model of each vehicle, plow size, spreader type, controller brand the model. The Contractor may substitute trucks and equipment, provided they meet the required specifications as stated in this Contract and only when specifically approved by the BGPW. The Contractor is responsible for all costs of operations, including all repairs to Contractor's equipment.

Equipment & Facility Inspections – An inspection by the Village of the equipment and facilities may be required at the operational headquarters or satellite facility of the Contractor upon twenty-four (24) hour notice. The Village shall have the ability to inspect all equipment at any time between November 1 and April 30 during the contractual winter season. At any time the Village may require the Contractor to repair, or adjust the equipment so that it meets the specifications of this Contract.

Breakdowns – The Contractor shall notify the BGPW as soon as a malfunction occurs. If the malfunction cannot be corrected or backup equipment is not brought in to finish the work within one (1) hour of the malfunction, penalties may be imposed. During an event, if a breakdown occurs, the Contractor may substitute the primary vehicle with another vehicle or equipment, providing the replacement unit meets the requirements as defined by this Contract.

Operating Procedures:

General Information - The Village of Buffalo Grove Public Works Department adopts an updated version of the Annual Winter Maintenance Plan annually. The plan follows Best Management Practices (BMP's) and Industry standards for annual winter maintenance in Buffalo Grove in an effort to meet the high service level expectations of our community. All Village owned and maintained Parking Lots are maintained following industry standard Best Management Practices (BMP's).

General Details:

1. Snowplowing and deicing speeds in Parking Lots are 20 mph Maximum
2. All vehicles shall remain in the assigned area of work. Vehicles shall not leave the assigned Lot(s) for any reason without the approval of the BGPW Contract Manager. Upon approval, the contract operator may leave their assigned Lot(s) to fill the vehicle with fuel, road salt, liquid deicer as needed.
3. Vehicles and equipment must remain in the corporate limits of the Village at all times during winter maintenance operations.
4. The Contractor shall report all damage to public or private property (mailboxes, parkways, curbs, signage, utility boxes, light poles & wires, etc.) to the BGPW Contract Manager at the end each snow event.

Note BGPW may perform repairs to parkways and charge back to the Contractor for time & material.

5. Assigned trucks and equipment shall perform Snow & Ice Control services only for the Village until released by the BGPW Supervisory staff.
6. The BGPW shall determine the application rate for all deicing materials. The BGPW shall set the application rates at the beginning of the event and may make adjustments at any point during an event. The Contractor shall not modify the application rate of any deicing materials without specific authorization from the BGPW.
7. All employees, agents, representatives, Subcontractors or other person or entity acting on behalf of the Contractor shall not exhibit inappropriate behavior toward other Operators, Village employees, other drivers, or residents while engaged in winter maintenance operations for the Village. Inappropriate behavior shall include, but is not limited to cursing, swearing, making threats, gestures, speeding, or reckless driving. The Village reserves the right to prohibit operators who exhibit this type of behavior.
8. In concert with plowable snow event, the contractor will clear sidewalks of accumulated snow using implementation adequate to accomplish the task (plow, broom, snowblower) as determined by the contractor. In the event of multiple smaller salting events that result in accumulated snow on identified sidewalks the contractor will clear accumulated snow as directed by BGPW supervisory staff. The successful contractor will make any/all sidewalks leading into facilities the highest priority. The successful contractor is responsible to inspect all sidewalks identified in this contract for pre-existing damage, cracks, joint offsets, adjacent sod damage, or any other previous condition. The Village is not responsible for any damage caused to the contractor's equipment during the completion of this activity.

Performance – It is required that any assigned Lot(s) and associated sidewalks be cleared to the satisfaction of the BGPW prior to the Contractor’s release. Pavement in the Lot(s) will be clear of snow and ice, corners rounded and tucked, and the curbs exposed. All work must be completed within a maximum of eight (8) hours from the time the snow has stopped falling (unless Lots are populated by parked vehicles, in which case the Contractor must have the Lot(s) clear within 8 hours of the Lot(s) emptying). Situations may arise that would prevent the Contractor from completing the work in the allotted time. It will be the sole discretion of the BGPW Supervisory staff to extend the amount of time allotted to complete the work. The BGPW must make the determination prior to the completion of the eight (8) hour time period otherwise the Contractor may face penalties. It is expected that Winter Maintenance services be performed in the following stages (consistent with the adopted annual Winter Maintenance Plan):

Village owned and maintained Parking Lots require varied levels of response, as daily usage will complicate snow removal and chemical applications.

Pace & Metra – The Contractor will have these Lots cleared of all snow and have applied deicing materials in the morning, 30 minutes prior to the first Train arrival. The Contractor will continue clearing snow in the drive isles of the Lots using a box plow (or V-plow) so as not to stack snow behind parked vehicles for the duration of the snow event. Road Salt and liquid deicer will be applied to the drive isles after each plowing pass. Drive isles should be cleared to the greatest extent possible between the isles of parked vehicles. After the event is over, or after the last train of the day leaves the station the Contractor will completely clear all snow from the Lots again and apply Road Salt and liquid deicer to the pavement.

Police Department (East & West Lots) – The Police Department Lots are considered “open for business” 24 hours a day, 7 days a week. As such, ongoing and continuous efforts are required to maintain these Lots. The Contractor will coordinate through the BGPW Crew Supervisor to have Police Equipment moved from Lot to Lot so that the Contractor can perform maintenance in the most efficient and safe way. PD staff will relocate units into a single Lot while the other Lot is being maintained, and then move units back so that the Contractor is not working around vehicles. After clearing snow from these Lots, Road Salt and liquid deicers will be applied. This process will be ongoing until the storm is finished, and all Lots have been cleared and winter chemicals have been applied.

Public Service Center and Village Hall – The Contractor will have these Lots cleared of all snow and have applied deicing materials in the morning, 30 minutes prior to the facility doors opening for business each day. The Contractor will continue clearing snow in the drive isles of the Lots using a box plow (or V-plow) so as not to stack snow behind parked vehicles for the duration of the snow event. Road Salt and liquid deicer will be applied to the drive isles after each plowing pass. Drive isles should be cleared to the greatest extent possible between the isles of parked vehicles. After the event is over, doors close at the end of the business day, the Contractor will completely clear all snow from the Lots again and apply Road Salt and liquid deicer to the pavement.

The Contractor may need to haul snow, or move snow to make room for more stockpiling around the Parking Lots. BGPW Supervisory Staff will inform the Contractor if this is the case, and the Contractor is expected to complete that request within 36 hours of being informed. Any costs associated with hauling or moving snow are the Contractor's expense.

During Plowing operations, the Contractor will apply road salt and liquid deicing materials at an application rate determined by BGPW Supervisory staff. The Contractor and staff will be required to make adjustments to the spread pattern width to conserve materials, and adhere to BMP's of winter maintenance.

The successful Contract bidder will be required to attend a half day training presentation at the PSC to go through the adopted winter maintenance plan in detail. Any/all operators and Crew Supervisors must attend. This training will take place during the early part of October, prior to the beginning of the winter maintenance contract season.

Communication: The Village shall have the capabilities to directly communicate by cell phone with all of the Contractor's operators:

1. Upon callout by the BGPW.
2. Upon arrival at the PSC.
3. When all vehicles have departed from the PSC after loading with de-icing materials and completing required reports.
4. At any time throughout an event
5. One hour (60 minutes) before apparent completion of the operator's route. The Contractor's operators shall call the BGPW Contract Manager one (1) hour before the apparent completion of the Route(s) to schedule on inspection of the Route(s).
6. Upon observing any unusual occurrence.

The Contractor's operators shall monitor the cell phone at all times for messages from the BGPW Supervisory staff. The Village shall have the capabilities to directly communicate by cell phone at all times with the Contractor. The costs for the Contractor's Communication system are incidental to the contract price.

Reports: The Contractor's operators shall complete any/all documentation or reporting prior to the commencement of snow plow operations, and at the end of each shift. These shift reports shall be approved by the BGPW Contract Manager prior to release. The Contractor's operator(s) shall sign each report before the operator is released. A shift report is required for each set of equipment for each shift worked.

Release: The Contractor's operators and equipment are released:

1. After all unused salt and liquid de-icing material is returned to the BGPW stockpile; or
2. After the BGPW Contract Manager has obtained a completed copy of shift report(s) signed by the operator; and,
3. After the Work is completed and the BGPW Contract Manager has agreed that the Work has been completed to the Village's satisfaction; and,
4. When so directed by the Village representative.
5. In the event of a "shift change" the Contractor's staff will report to the PSC to take over their assigned winter maintenance duties. Staff on the street will return contractual equipment to the same location to hand off winter maintenance responsibilities to the next Contractor crew.

Measuring Snow Accumulation: The Village will obtain the services of a third party firm who will measure accumulation of snow within the corporate boundaries of the Village. The Village will designate the measurement location(s) and firm(s) providing the service. The third party, at a minimum, will:

1. Measure and report inches of snow accumulation from the designated location using generally acceptable practices within the industry.
2. The Village will forward snow accumulation to the Contractor after each callout.
3. This weather data will be the official data used to count snow accumulation for the purpose of determining seasonal snow inch data.

Counting Snow Accumulation: The official snow accumulation will be measured and rounded to the nearest tenth of an inch.

Compensation: The annual cost for the Contractor's performance of the Work as described in this Contract shall be hereinafter called the "Base Contract Price". The Base Contract Price includes performance of the snow and ice control services for all sections as defined in the Contract for an annual snow accumulation up to 40 inches of snow.

For any year in which the snow season (November thru April) accumulation is above 40.1 inches, Contractor will be entitled to the Base Contract Price plus a T&M hourly rate per truck for each hour of Work that the Contractor performs under this Contract after the 40.1 inch mark is reached. If the 54" mark is reached during an event in accumulation, the hourly rate would begin at the time the seasonal inch total for Buffalo Grove reached 40.1 inch, as prorated by inch per hour of the event.

Contractual Deductions: The Village reserves the right to make deductions from the Base Contract Price for the Contractor's failure to perform and complete the Work in accordance with this Contract as follows:

1. Each driver/operator who fails to respond to a callout as described will result in a deduction of \$500.00 per driver/operator.
2. Each equipment malfunction, which takes more than 1 (one) hour to correct, or more than 1 (one) hour to provide sufficient back-up as described will result in a deduction of \$125.00 for every hour, beyond the original 1 (one) hour to correct or provide proper back-up as outlined in this section. The deduction shall only apply for the actual time the BGPW places a vehicle in a route that the breakdown occurred.
3. Each failure to conform to this Contract and not previously stated in this section will result in a deduction of \$100.00, per occurrence. Each day that a failure to conform continues shall be deemed a separate occurrence.
4. Repeated failures to perform shall be considered a breach of the contract and may result in a termination of the contract.

Payment Calendar: During the term of this Contract and subject to any Contractual Deductions, the Village shall remit to the Contractor 1/5th the Base Contract Price (0-40 inches), in five equal payments.

Insert Map 1

Attachment: Snow and Ice 2020 Contractv2 (O-2020-84 : Parking Lot Snow Removal Services)

Insert Map 2

Attachment: Snow and Ice 2020 Contractv2 (O-2020-84 : Parking Lot Snow Removal Services)

CONTRACT EXHIBIT B- SCHEDULE OF PRICES

Seasonal Contract with 40" Cap & Per Inch Over

This service includes all plowing, salting, sidewalk services, refreeze events & blowing and drifting up until the seasonal cap (40") for that zip code. Once the seasonal cap has been met, the Village will be billed at the per inch price for any additional snowfalls the remainder of the season.* Seasonal totals will come from Weather Works.

Location Name	40"	(5) Payments	40^"
Metra	\$ 55,500.00	\$ 11,100.00	\$ 1,586.00
Village Campus	\$ 24,500.00	\$ 4,900.00	\$ 700.00
Totals	\$ 80,000.00	\$ 16,000.00	\$ 2,286.00

CDL Staffing Support

The Contractor and the Village agree to discuss optional staffing support. An amendment will set forth service costs, response time, staffing levels, and minimum notification requirements.

CONTRACT EXHIBIT C- FORM OF PERFORMANCE AND PAYMENT BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, That _____ (the “**Principal**”) and _____ (the “**Surety**”), are held and firmly bound unto the Village of Buffalo Grove, an Illinois home-rule unit of government (the “**Village**”), the full and just sum of _____ Dollars (\$_____) in lawful money of the UNITED STATES OF AMERICA as herein provided.

THE CONDITION OF THIS OBLIGATION is such that the Principal and Surety agree to bind themselves, their successors, assigns, executors, heirs and administrators, jointly and severally, for the full and faithful performance of the Work as defined in that particular Snow and Ice Removal contract between Principal and the Village dated ____ day of _____, 20____, (hereinafter referred to as the “**Contract**”), a copy of which is attached and incorporated by reference as though fully set forth herein.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal (i) shall in all respects keep and perform all the undertakings, covenants, terms, conditions and agreements of the Contract; (ii) shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the Work provided in said Contract; and (iii) shall remove and replace any defects in workmanship or materials which may be apparent or may develop within the ARTICLE XIX – WARRANTY PERIOD of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Work thereunder shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work.

IN WITNESS WHEREOF, we have hereunto set our hands and sea ____ day of _____, 20____.

SURETY

By: _____
Name: _____
Title: _____

ATTEST

By: _____

PRINCIPAL

By: _____
Name: _____
Title: _____

ATTEST

By: _____

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located.

CONTRACT EXHIBIT D- PARTIAL WAIVER

PARTIAL LIEN WAIVER

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
 to furnish _____
 for the premises known as _____
 of which _____ is the owner.
 THE undersigned, for and in consideration of _____
 (\$ _____)

) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE _____ COMPANY NAME _____
 ADDRESS _____
 SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES
 AND SAYS THAT HE OR SHE IS (POSITION) _____ OF
 (COMPANY NAME) _____ WHO IS THE
 CONTRACTOR FURNISHING _____ WORK ON THE BUILDING
 LOCATED AT _____
 OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE (INCLUDING EXTRAS)*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE _____ SIGNATURE: _____
 SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____,

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
 ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

 NOTARY PUBLIC

Attachment: Snow and Ice 2020 Contractv2 (O-2020-84 : Parking Lot Snow Removal Services)

CONTRACT EXHIBIT E- FINAL WAIVER

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
to furnish _____
for the premises known as _____
of which _____ is the owner.

THE undersigned, for and in consideration of _____
 (\$ _____) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
 do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating
 to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material,
 fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the
 owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be
 furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE _____ COMPANY NAME _____
ADDRESS _____

SIGNATURE AND TITLE

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) _____ OF
(COMPANY NAME) _____ WHO IS THE
CONTRACTOR FURNISHING _____ WORK ON THE BUILDING
LOCATED AT _____
OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS*					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE _____ SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____.

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC



Resolution No. R-2020-48 : Authorization to Purchase Road Salt for the 2020-2021 Winter Season (State of Illinois Joint Bid)

Recommendation of Action

Staff recommends approval.

Staff requests authorization for the Village Manager to purchase no less than 1,400 tons and no more than 2,100 tons of bulk rock salt from Cargill Inc., at a price not to exceed \$102,249.00 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.)

ATTACHMENTS:

- Road Salt 2020-2021 - Cargill (DOCX)
- SALT 2020 Resolution - Cargill (DOCX)
- State of Illinois Bid B-16193

Trustee Liaison

Pike

Staff Contact

Brett Robinson, Finance

Monday, October 19, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 14, 2020
TO: Dane Bragg, Village Manager
FROM: Brett Robinson, Purchasing Manager
SUBJECT: Road Salt 2020-2021

Background

The State of Illinois led a joint bid for road salt for the 2020-2021 snow season. Staff requested an order quantity of a minimum of 1400 and maximum of 2,100 tons for the 2020-2021 snow season. The salt contract was awarded to Cargill Inc., and is priced at \$48.69 per ton down from \$89.21.

The Bid Tabulation is summarized below

Bidder	Cost per Ton		1400 tons	2100 tons
Cargill, Inc - Deicing Technology Busine	\$	48.69	\$ 68,166.00	\$ 102,249.00
Compass MineralsAmerica, Inc	\$	58.75	\$ 82,250.00	\$ 123,375.00
Morton Salt, Inc	\$	64.78	\$ 90,692.00	\$ 136,038.00

Recommendation

Staff requests authorization for the Village Manager to purchase no less than 1,400 tons and no more than 2,100 tons of bulk rock salt from Cargill Inc. at a price not to exceed \$102,249.00 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.)

RESOLUTION 2020-____

A RESOLUTION AUTHORIZING ROAD SALT PURCHASE FROM CARGILL INC.

WHEREAS, the Village of Buffalo is a home rule unit pursuant to the Illinois Constitution of 1970;
and

WHEREAS, the Village seeks to purchase road salt in cooperation with the State of Illinois in accordance with the Illinois Joint Purchasing Act (30 ILCS 525/0.01 et seq.),

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated and made a part of this Resolution as if fully set forth herein.

SECTION 2. The Village Manager is authorized to purchase no more than 2100 tons of road salt from Cargill Inc. at a price not to exceed \$102,249.00

SECTION 3. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

SECTION 4. This Resolution shall be in full force and effect from and after its passage and approval.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: SALT 2020 Resolution - Cargill (R-2020-48 : Authorization to Purchase Road Salt 2020-2021)