



VILLAGE OF RIVER FOREST REGULAR VILLAGE BOARD MEETING

Monday, May 23, 2022 – 7:00 PM
Village Hall – 400 Park Avenue – River Forest, IL 60305
Community Room

AGENDA

Public comments sent in advance of the meeting shared with the Village President and Board of Trustees. You may submit your written public comments via email in advance of the meeting to: vbot@vrf.us. You may listen to the meeting by participating in a Zoom conference call as follows: dial-in number: 312-626-6799 with meeting ID: 828 6203 3015 or by clicking here: <https://us02web.zoom.us/j/82862033015>. If you would like to speak during public comment, please email ebabora@vrf.us by 4:00 PM on Monday, May 23, 2022. If you would like to watch the livestream, please go to the Village website: <https://www.vrf.us/events/event/2181>.

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Citizen Comments
4. Elected Official Comments & Announcements
 - a. Honorary Recognition of Mark Walsh - Resolution
 - b. Carol Zanke 90th Birthday Recognition - Resolution
5. Consent Agenda
 - a. Village Board of Trustees Meeting Minutes - May 9, 2022
 - b. Approval of the Appropriation of \$550,000.00 of Motor Fuel Tax funds for the 2022 Maintenance Agreement - Resolution
 - c. Motion to Award the 2022 Tree and Stump Removal Program to Homer Tree Care, Inc. in the not to Exceed Amount of \$84,000 and Authorize the Village Administrator to Execute the Contract Agreement.
 - d. Village Administrator's Report
6. Consent Items for Separate Consideration
7. Recommendations of Boards, Commissions, and Committees
 - a. Board and Commission Appointments
 1. Diversity, Equity, and Inclusion Advisory Group – Appoint Jennifer Kelly
 2. Diversity, Equity, and Inclusion Advisory Group – Appoint Layney McGinn
8. Unfinished Business
9. New Business
 - a. Motion to Approve an Ordinance Amending the River Forest Village Code Regarding Single-Use Foodware in Places of Eating - Ordinance
10. Executive Session
11. Adjournment



RESOLUTION NO. 22-xx

A RESOLUTION HONORING MARK WALSH AND PROVIDING AN HONORARY DESIGNATION OF THE 1400 BLOCK OF KEYSTONE AS "MARK WALSH WAY"

WHEREAS, Mark Walsh was born on February 21, 1961 in Oak Park; and

WHEREAS, Mark moved with his family to River Forest while Mark was in Junior High; and

WHEREAS, Mark was a longtime basketball coach of River Forest youth at Saint Luke Parish School; and

WHEREAS, Mark served on the River Forest Board of Police & Fire Commissioners for over two decades until his untimely death in 2020; and

WHEREAS, Mark was a dedicated and passionate public servant who tirelessly contributed to the betterment of the River Forest community; and

WHEREAS, Mark passed away on February 8, 2020, and whose presence has been sorely missed by all members of the River Forest community.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of River Forest, Cook County, Illinois that the Board, for its members and the citizens of the Village of River Forest, honor the community service of Mark Walsh, and present this Resolution to his legacy.

BE IT FURTHER RESOLVED that:

SECTION 1. The 1400 block of Keystone Avenue shall have a secondary designation as "Mark Walsh Way."

SECTION 2. The Board of Trustees requests that the Village place an honorary street name sign at the intersection of Keystone Avenue and Greenfield Avenue, which shall reflect the "Mark Walsh Way" designation.

SECTION 3. By this Resolution, the Board of Trustees does not intend to affect any existing or future signage that reflects the secondary designation of Keystone Avenue, with the exception of the honorary sign described in Section 2 of this Resolution.

SECTION 4: This Resolution shall be in full force and effect after its passage, approval, and publication in pamphlet form as provided by law.

Passed on a roll call vote of the Corporate Authorities on the 23rd day of May, 2022.

AYES:

NAYS:

ABSENT:

Catherine Adduci, Village President

APPROVED by me this 23rd day of May, 2022.

Jonathan Keller, Village Clerk



RESOLUTION NO. 22-XX

A RESOLUTION HONORING CAROL ZANKE ON HER 90TH BIRTHDAY

WHEREAS, Carol Zanke, was born in Oak Park on May 28, 1932; and

WHEREAS, she met Gerald Zanke at Loyola University and they married on May 29, 1955; and

WHEREAS, in 1962, Carol and Gerald moved to 607 Thatcher in River Forest where they continue to live; and

WHEREAS, Carol is a lifelong lover of education and served Chicago Public Schools as a substitute teacher for several decades; and

WHEREAS, Carol has been an involved community member as a volunteer with the League of Women Voters; and

WHEREAS, Carol was an active parent of three boys at Lincoln Elementary School, volunteering often and serving as "Picture Lady"; and

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of River Forest, Cook County, Illinois that the Board hereby congratulates Carol Zanke on the occasion of her birthday; and,

BE IT FURTHER RESOLVED that the Board extends best wishes to Carol Zanke for her continued good health and happiness; and,

BE IT FURTHER RESOLVED that a suitable copy of this resolution be presented to Carol Zanke in honor of her 90th birthday as a token of esteem and good wishes from the Village Board.

Passed on a roll call vote of the Corporate Authorities on the 23rd day of May, 2022.

AYES:

NAYS:

ABSENT:

Catherine Adduci, Village President

APPROVED by me this 23rd day of May, 2022

Jonathan Keller, Village Clerk

**VILLAGE OF RIVER FOREST
REGULAR VILLAGE BOARD OF TRUSTEES MINUTES
Monday, May 9, 2022**

A regular meeting of the Village of River Forest Board of Trustees was held on Monday, May 9, 2022 at 7:00 p.m. in the Community Room of Village Hall, 400 Park Avenue – River Forest, IL.

1. CALL TO ORDER/ROLL CALL

The meeting was called to order at 7:05 p.m. Upon roll call, the following persons were:

Present: President Adduci, Trustees Bachner, Brennan, Gillis, Johnson, Vazquez, O'Connell, Village Clerk Keller

Absent: None

Also, Present: Village Administrator Brian Murphy, Assistant to the Village Administrator Matthew Walsh, Management Analyst/Deputy Clerk Elijah Bebor, Fire Chief Thomas Gaertner, Police Commander James Greenwood, Assistant Finance Director Keke Boyer, Director of Public Works and Development Services Jeff Loster, Village Attorney Greg Smith.

Roll call:

Ayes: Trustees Bachner, Gillis, Johnson, Vazquez, O'Connell

Absent: Brennan

Nays: None

Motion Passes.

2. PLEDGE OF ALLEGIANCE

President Adduci led the pledge of allegiance.

3. CITIZEN COMMENTS

4.ELECTED OFFICIAL COMMENTS & ANNOUNCEMENTS

a. Police Officer of the Year 2021 Presentation for Ofc. Sean Heneghan

Police Commander James Greenwood stated that Officer Heneghan grew up and still resides in Chicago. He remarked that he attended Notre Dame Prep in Niles where he wrestled for all four years. He commented that Officer Heneghan attended Iowa State University and graduated in three and a half years with a degree in criminal justice

and sociology. He remarked that Officer Heneghan joined the River Forest Police Department in January 2018. He commented that he is proud that Officer Heneghan has been named Officer of the Year for 2021. He stated that Officer Heneghan is described as self-motivated and consistently displays high performance. He remarked that Officer Heneghan is seen as a mentor to new Police Officers, displays good leadership, and performs his duties with integrity. He commented that Officer Heneghan is an asset to the Police Department and community.

Officer Heneghan was awarded the Officer of the Year award by Police Commander James Greenwood and was congratulated by the Village Board.

b. Elected Official Comments and Announcements

Trustee O'Connell stated that he had no comment.

Trustee Johnson stated that he attended an event and tour at the ComEd facility in Maywood. He stated that at the facility, they perform testing on different things for the future of energy. He stated that at the facility, there is a microgrid that is used to test the power to ensure that there are no issues with the power supply. He commented that the facility also performs forensic testing when issues arise with the power lines. He stated that they are also researching the best-case scenarios for electric vehicles and charging stations.

Village Clerk Keller stated he has nothing to add to the record.

Trustee Vazquez stated that he hopes that everyone had a good Mother's Day. He remarked that some Hispanic countries celebrate Mother's Day on May 10. He commented that he wishes all mothers who celebrate on May 10, a happy Mother's Day.

Trustee Gillis stated that she would like to congratulate all who graduated from Dominican University this past Sunday.

Trustee Bachner began with a land acknowledgment, stating that this land was once and still is inhabited by Indigenous people and that River Forest continues to be a place where people from diverse backgrounds live and gather. She commented that she would like to wish a Happy Mother's Day to everyone. She remarked that the Diversity, Equity, and Inclusion Advisory Group met last week and continued with education around Diversity, Equity, and Inclusion. She stated that last week she attended a social justice summit. She remarked that the topics discussed were how to connect communities and create relationships.

President Adduci stated she attend a West Central Municipal Conference meeting with Oak Park Village President Scaman. She commented that Broadview President Thompson gave a presentation on C4, which is a collaboration on climate change between municipalities. She stated that the collaboration is named C4 to represent

the collaboration of all the communities in the western suburbs. She commented that the goal is to get as many municipalities as possible to join the collaboration. She remarked that on June 1st, there will be a C4 Memorandum of Understanding event that will take place at Triton College on communities being more watchful of the climate.

5. CONSENT AGENDA

- a. Village Board of Trustees Meeting Minutes - April 25, 2022
- b. Juneteenth – Resolution
- c. LGBTQ+ Pride Month – Resolution
- d. Amendment to Title 5, Chapter 10, “Village Waterworks and Sewerage System” of the River Forest Village Code in Regard to Water and Sewer Rates – Ordinance
- e. Approval of a Payment in the Amount of \$42,445.00 to Air One Equipment, Inc. for a Self-Contained Breathing Apparatus Air Compressor.
- f. Renewal of an Intergovernmental Agreement between the Oak Park and River Forest Townships, the Village of River Forest, and the Northwest Housing Partnership for a Home Repair Program Partnership
- g. Accounts Payable - April 2022 - \$1,576,838.18
- h. Monthly Department Reports
- i. Village Administrator’s Report

Motion by Trustee Bachner to approve consent agenda items A - I. Second by Trustee O’Connell.

Roll call:

Ayes: Trustees Bachner, Gillis, Johnson, O’Connell, Vazquez

Absent: Brennan

Nays: None

Motion Passes.

6. CONSENT ITEMS FOR SEPARATE CONSIDERATION

None

7. RECOMMENDATIONS OF BOARDS, COMMISSIONS AND COMMITTEES

None

8. UNFINISHED BUSINESS

9. NEW BUSINESS

10. EXECUTIVE SESSION

None

11. ADJOURNMENT

Motion to adjourn by Trustee Vazquez, Seconded by Trustee Johnson. The Village Board of Trustees Meeting adjourned at 7:15 p.m.

Roll call:

Ayes: Trustees Bachner, Gillis, Johnson, O'Connell, Vazquez

Absent: Brennan

Nays: None

Motion Passes.

Jonathan Keller, Village Clerk



MEMORANDUM

DATE: May 23, 2022

TO: Brian Murphy, Village Administrator

FROM: Jeff Loster, Director of Public Works and Development Services

SUBJECT: Approval of Motor Fuel Tax Resolution -
2022 Maintenance of Streets and Highways

Issue: Staff is seeking approval of a Resolution for Streets and Highways by Municipality Under the Illinois Highway Code that authorizes expending Motor Fuel Tax (MFT) funds for the following projects:

1. 2022 Street Improvement Project (\$350,000)
2. 2022 Asphalt Pavement Crack Sealing Project (\$50,000)
3. 2022 Asphalt Pavement Street Patching Project (\$90,000)
4. Purchase of bulk rock salt and anti-icing liquid solution (\$54,766)

Analysis: In order for municipalities to expend MFT funds, the Illinois Department of Transportation (IDOT) requires that the Village Board approve the appropriation by adopting a resolution. Attached is the IDOT MFT resolution appropriating an expenditure of \$550,000 for the aforementioned projects.

The 2022 SIP project was designed in-house and has been approved by IDOT. It is currently advertised for competitive bid with contract award scheduled for June. Bids are currently advertised for the 2022 Asphalt Pavement Crack Sealing Project as well as the 2022 Asphalt Pavement Street Patching Project. They too are scheduled for June awards. IDOT requires that the attached resolution be approved in addition to individual contract awards.

Recommendation: Staff is recommending a motion to approve a resolution appropriating \$550,000.00 of Motor Fuel Tax funds for the 2022 Maintenance Agreement.

Attachment: IDOT Resolution



**Illinois Department
of Transportation**

**Resolution for Maintenance of
Streets and Highways by Municipality
Under the Illinois Highway Code**

BE IT RESOLVED, by the President and Board of Trustees of the
(Council or President and Board of Trustees)
Village of River Forest, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$550,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2022
(Date)
to December 31, 2022.
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Jonathan Keller Clerk in and for the Village
(City, Town or Village)
of River Forest, County of Cook

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the President and Board of Trustees at a meeting on May 23, 2022
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____.

(SEAL) _____ Village Clerk
(City, Town or Village)

Approved
_____ Regional Engineer Department of Transportation
_____ Date



MEMORANDUM

DATE: May 23, 2022

TO: Brian Murphy, Village Administrator

FROM: Jeff Loster, Director of Public Works and Community Development

SUBJECT: Award of Contract - 2020 Tree and Stump Removal Program

Issue: Staff is seeking the award of a contract for the 2022 Tree and Stump Removal Program.

Analysis: The removal of approximately 70 parkway trees which will be identified for removal due to disease or the declining health of the tree will be necessary in 2022. This is a continuation of the contractual removal program. It was determined that the contractual removal program is a cost effective method of making sure the needed removals are performed on a continuing basis to supplement tree removals performed by Public Works staff. This program also allows Village forestry crews to continue with their portion of tree pruning and removals throughout the Village.

Staff received and opened one competitive bid on April 11, 2022. As the attached bid tabulation indicates, Homer Tree Care, Inc. was the sole bidder. The following costs are noted in the attached bid tabulation: removal for \$35.00 per inch for trees up to 25 inches in diameter, \$40.00 per inch for trees over 25 inches in diameter, and \$250.00 per stump removal. The amount budgeted for contractual tree removals is \$44,000. The Village has previously worked with Homer Tree Care, Inc. for the past six years as the primary tree removal contractor and they have performed well. They have also had numerous municipal tree removal and pruning contracts throughout the area in recent years. Homer Tree Care, Inc. has experience working on large tree removal contracts.

Unfortunately, the cost to perform this work has effectively doubled since previous years. In speaking with Homer Tree Care, they cited the increase in fuel costs as a major factor. It was determined this was a common reason why other tree companies chose not to bid, as well as limited staffing, and it would therefore not be worthwhile to re-bid the project. However, Staff will modify the scope of work contracted out as necessary to keep within the project budget.

Accordingly, Staff recommends the award of the 2022 Tree and Stump Removal Contract to Homer Tree Care, Inc.

Recommendation: If the Village Board concurs with Staff's recommendation, the following motion would be appropriate: Motion to award the 2022 Tree and Stump Removal Program to Homer Tree Care, Inc. in the not to exceed amount of \$84,000 and authorize the Village Administrator to execute the contract agreement.

River Forest 2022 Tree and Stump Removal Bid Tabulation

Bid Criteria		DBH Range	Trees Per Range	DBH Range	Total inches per DBH Range	Total # of Stumps
		Under 25"		Under 25"	700	70
		Over 25"		Over 25"	1050	
		# of Trees:	70			

Company	Bid per DBH Range		Bid per Stump		Total Cost	Rank
Homer Tree Care	Under 25"	\$35.00				
	Over 25"	\$40.00	Ea.	\$250.00	\$84,000.00	1



CALL FOR BIDS

- I. Name of Project: 2023 Tree and Stump Removal Program
- II. Instructions and Specifications:
- A. Bid Opening Date/Time: FRIDAY, APRIL 29, 2022 (10:00 AM)
 - B. Pre-Bid Conference Date/Time: N/A
 - C. Pre-Bid Conference Location: N/A
- III. Required of All Bidders:
- A. Bid Deposit: 10%

This document comprises 55 pages

RETURN ORIGINAL BID IN SEALED ENVELOPE MARKED WITH THE PROJECT NAME AS NOTED ABOVE TO:

JEFF LOSTER
DIRECTOR OF PUBLIC WORKS
VILLAGE OF RIVER FOREST
400 PARK AVENUE
RIVER FOREST, IL 60305



NOTICE TO CONTRACTORS

Notice is hereby given by the President and Board of Trustees of the Village of River Forest, Cook County, Illinois, that sealed bids will be accepted for:

2023 Tree and Stump Removal Program (Various Locations)

This project consists of the removal of designated parkway trees throughout the Village in addition to stump removal and area restoration.

The bidding documents are available for download starting Monday, April 11, 2022 at:

www.vrf.us/bids

Bids must be submitted by Friday, April 29, 2022 at 10:00 a.m. at:

Village Hall, 2nd Floor
Village of River Forest
400 Park Avenue
River Forest, IL 60305

The bid proposals will be publicly opened and read at that time. Proposals will be considered not only on the basis of cost, but also on past performance, experience and ability to perform the work.

No bid shall be withdrawn after the opening of the Proposals without the consent of the President and Board of Trustees of the Village of River Forest for a period of thirty (30) days after the scheduled time of the bid opening.

The Village of River Forest reserves the right in receiving these bids to waive technicalities and reject any or all bids.

I. CALL FOR BIDS – INSTRUCTIONS TO BIDDERS

1. PROJECT DESCRIPTION

This project consists of the removal of parkway trees throughout the Village.

2. DEFINITION OF TERMS

Wherever herein the following terms are used in the Instructions to Bidders, their definitions are as follows:

<u>Village</u>	The Village of River Forest, acting through its authorized representatives
<u>Bid</u>	The total dollar amount specified by the Bidder and shown in the proposal
<u>Bidder</u>	Any individual, firm, partnership, or corporation submitting a proposal for the Work to be awarded, acting directly or through a duly authorized representative
<u>Contract</u>	The written Agreement between the Contractor and the Owner covering the performance of the Work and the furnishing of labor and materials for the construction of the Work. The Contract includes the Notice to Contractors, Bid Proposal, Contract Bonds, and Specifications.
<u>Director</u>	The Village of River Forest Director of Public Works and Development Services
<u>Contractor</u>	The Bidder that is awarded the Contract for the Work
<u>Project</u>	The entire proposed improvement that is to be constructed in whole or in part pursuant to the Contract.
<u>Proposal</u>	The offer of the Bidder submitted on the prescribed form and setting forth the prices for the Work to be performed.
<u>Specifications</u>	Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and to certain administrative details applicable thereto.
<u>Superintendent</u>	The Village of River Forest Superintendent of Operations
<u>Work</u>	The result of performing services, furnishing labor and equipment, and furnishing and incorporating materials into the construction of the Project, all as required by the Contract Documents.

3. BID PREPARATION

3.1 EXAMINATION OF SPECIFICATIONS AND SITE OF WORK

The Bidder shall, before submitting his Bid, carefully examine the Proposal and all Specifications. He shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting the Contract and the detailed requirements of construction. If his Bid is accepted, he will be responsible for all errors in his Proposal resulting from his failure or neglect to comply with these instructions. The Village shall, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

3.2 UNDERGROUND UTILITIES

Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to follow all applicable laws, ordinances and regulations regarding location of underground utilities, and to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but are not limited to: Nicor, ComEd, Comcast Cable, Metropolitan Water Reclamation District of Greater Chicago ("MWRD") Sewer, and Village water, sewer, and street lighting systems

3.3 PREPARATION OF THE PROPOSALS

The Bidder shall submit his Proposal on the forms furnished by the Village. The Proposal shall be executed properly, and unit prices shall be made for all items indicated in the Proposal form. The Bidder shall indicate, in figures, a unit price or lump sum for each of the separate items called for in the Proposal; he shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder which shall be written with ink.

If the Proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the Proposal shall show the names, titles, and business addresses of president, secretary, and treasurer, and the seal of the corporation shall be affixed and attested by the secretary.

Bids shall be mailed or hand-delivered to the office of the Director of Public Works, Village of River Forest, 400 Park Avenue, River Forest, IL, 60305 in an opaque sealed envelope marked "SEALED BID." The opaque sealed envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.

3.4 QUALIFICATIONS OF BIDDER

In order to be considered a responsible bidder, the bidder must demonstrate satisfactory performance on at least five (5) contracts of similar nature and scope within the last three (3) years within the State of Illinois. The bidder shall submit a list of references of previous projects identifying the location and work, the dollar value of the work, the owner or agency responsible for the work, and the name and phone number of the contact person.

3.5 REQUESTS FOR CLARIFICATION/INTERPRETATION

No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids or at the pre-bid conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any Bidder of record. Addenda to the bid documents will be published on the following website: www.vrf.us/bids. Failure of any bidder to obtain any addenda shall not relieve the bidder from all obligations of the bidding documents, including any addenda. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission. All questions about the meaning or intent of the Contract Documents shall be submitted in writing to:

Village of River Forest
Attn. Brian Skoczek
Superintendent of Operations
Email: Bskoczek@vrf.us

between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications are without legal effect.

3.6 PRE-BID CONFERENCE

A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory unless stated "Required" on the cover of this document.

3.7 PROPOSAL GUARANTY

Each Proposal shall be accompanied by a bid bond in an amount which shall not be less than ten percent (10%) of the total amount of the bid ("Proposal Guaranty"). A cashier's check or certified check is also acceptable as a guarantee that if the Bid is accepted, a Contract will be entered into and the performance of the Contract properly secured. If the Bidder submits a cashier's check or certified check, it shall be made payable to the order of the Village of River Forest. No Proposal shall be considered unless accompanied by such bid bond or check.

3.8 COMPETENCY OF BIDDERS

Bidder, if a corporation, shall show the name of the State in which the corporation is chartered. Each Bidder shall furnish the Village, upon request, with satisfactory evidence of his competency to perform the work contemplated. When requested, he shall submit to the Director a financial statement prepared by a Certified Public Accountant showing his financial condition at the end of his past fiscal year. The Bidder, if requested, shall also answer and submit questionnaires relating to his experience and available equipment for performing construction work similar to that for which he is offering a Proposal.

3.9 DELIVERY OF PROPOSALS

Proposals shall be delivered prior to the time and at the place indicated in the Notice to Contractors. Each Proposal shall be placed in an envelope sealed and plainly marked to indicate its contents. Only sealed Proposals will be accepted.

Proposals will not be opened unless received at the place of letting and prior to the time stated in the Notice to Contractors. **All pages marked "RETURN WITH BID" shall be included within the Bid submittal, along with the bid deposit and unit pricing information clearly identified.**

3.10 WITHDRAWAL OR MODIFICATION OF PROPOSALS

Permission will be given a Bidder to withdraw or modify a Proposal if he makes his request in writing before the time for opening Proposals. If a Proposal is withdrawn, the Bidder will not be permitted to submit another Proposal for the same work at the same letting. A modified Proposal must be submitted before the time for opening Proposals.

3.11 PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place specified in the Notice to Contractors. Bidders, their authorized agents, and other interested parties are invited to be present.

3.12 REJECTION OF PROPOSALS

Proposals that contain omissions, errors, erasures, alterations, additions not called for, conditional or alternate Bids, irregularities of any kind, or Proposals otherwise regular which are not accompanied by the proper Proposal

Guaranty shall be rejected. However, the Village reserves the right to reject any or all Proposals and to waive such technical error as may be deemed best for the interest of the Village.

3.13 DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his Proposal:

- (3.13.1) More than one Proposal for the same work from an individual, firm, partnership, or corporation under the same or different names
- (3.13.2) Evidence of collusion among Bidders
- (3.13.3) Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items
- (3.13.4) Failure to submit a unit price for each item of work listed in the Proposal
- (3.13.5) Lack of competency as revealed by financial statement or experience questionnaire, if such are required by the Special Provisions
- (3.13.6) Unsatisfactory performance record as shown by past work
- (3.13.7) Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of additional work
- (3.13.8) Proposal submitted by Bidder not listed by Director as having obtained bidding documents at Director's office

3.14 AWARD OF CONTRACT

Unless all Proposals are rejected, award of Contract will be made to the lowest responsible Bidder whose Proposal complied with all the Specifications. The successful Bidder will be notified in writing that his Proposal has been accepted and he has been awarded the Contract by the Village.

3.15 REQUIREMENT OF PERFORMANCE BOND AND PAYMENT BOND

The successful Bidder, at the time of the execution of the Contract, shall deposit with the Village a performance bond and payment bond with good and sufficient sureties in the full amount of the Contract as the penal sum. The surety shall be acceptable to the Village, shall waive notice of any changes and extensions of time, and shall submit its bond on a form which is acceptable to the Village.

3.16 FAILURE TO EXECUTE CONTRACT

Failure on the part of the successful Bidder to execute a Contract and provide an acceptable bond, as provided herein, within ten (10) days from the date of receipt of Contract from the Village, will be considered as just cause for the annulment of the award of Contract and the forfeiture of the Proposal Guaranty to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

3.17 RETURN OF PROPOSAL GUARANTY

The Proposal Guaranties of all except the two (2) lowest Bidders will be returned promptly after the Proposals have been reviewed. Proposal Guaranties of the two (2) lowest Bidders will be returned as soon as the Contract and Bonds of the successful Bidder have been properly executed and approved and the Certificates of Insurance have

been posted and approved.

If a Contract cannot be awarded promptly, the Village may permit the two (2) lowest Bidders to substitute a bid bond or other securities as approved by the Village for the cash or certified checks which they may have submitted with their Proposals as Proposal Guaranties, but such substitutions shall not be made until a period of seven (7) days has elapsed after the date of opening Proposals.

II. GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

- 1.1 The applicable "Standard Specifications," as listed below, shall apply to all work performed under this Contract unless revised by the Supplemental Specifications, as set forth in Section 2 below, and the Special Provisions that are also included as part of this Project.

(1.1.1) Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, April 1, 2016; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 2021; and

2. SUPPLEMENTAL SPECIFICATIONS

- 2.1 The following "Supplemental Specifications" supplement the Standard Specifications. In case of conflict with any part, or parts, of said Standard Specifications, the Supplemental Specifications shall take precedence and shall govern. The following section numbers used are in reference to those section numbers used in the SSRBC.

107.01 Laws to be Observed

107.01.01 Sexual Harassment Policy

The Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

107.01.02 Eligibility for Employment in the United States

The Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.

107.01.03 Civil Rights

The Contractor shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

107.01.04 Foreign Corporation

Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

107.01.05 Confidentiality of Information

Any documents, data, records, or other information relating to the project and all information secured by the Contractor from the Village in connection with the performance of services, unless in the public domain, shall be kept confidential by the Contractor and shall not be made available to third parties without written consent of the Village, unless so required by court order.

107.26 Indemnification

Delete the first paragraph of Article 107.26 of the SSRBC and substitute the following:

To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Contractor arising or in consequence of the performance of the Work by the Contractor. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents, employees, attorneys and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Village, its officials, agents, employees, attorneys and volunteers due to the negligent or willful act or omission of the Contractor arising in or in consequence of the performance of this work by the Contractor. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the Village, its officials, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. The Village, its officials, agents, employees, attorneys and volunteers shall have the right to select their own counsel and the right to direct their own defense.

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

107.27 Insurance

Add the following to Article 107.27 of the SSRBC:

107.27.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.
- B. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- C. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

107.27.2 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 respects the Village, its officials, agents, employees, attorneys and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

107.27.3 Other Insurance Provisions

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

107.27.3.1 General Liability and Automobile Liability Coverages

- A. The Village, its officials, agents, employees, attorneys 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, attorneys or volunteers.
- B. The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials, employees, agents, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees, attorneys or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees, or volunteers.
- D. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made of suit is brought, except with respect to the limits of the insurer's liability.
- E. 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, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.
- F. All general liability coverages shall be provided on an occurrence basis. Claims-made general liability policies are not acceptable.

107.27.3.2 Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, attorneys and volunteers for losses arising from work performed by Contractor. Compensation Limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.

107.27.4 Verification of Coverage

The Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, attorneys and volunteers, as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the member before any work commences. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit E),

such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The Village reserves the right to request full certified copies of the insurance policies and endorsements.

107.27.5 Subcontractors

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

The Village of River Forest, its officers, employees, agents, attorneys and volunteers shall be named as additional insured. Liability coverage is primary with respects to the additional insureds.

107.27.6 Assumption of Liability

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

EXHIBIT A

CG 20 10 03 97

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Copyright, Insurance Services Office, Ins. 1996

EXHIBIT B

CG 20 26 11 85

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Copyright, Insurance Services Office, Ins. 1984

EXHIBIT C

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location and Description of Completed Operations
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products—completed operations hazard".

EXHIBIT D

(EXAMPLE)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) Completed	
PRODUCER Fully Completed				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Fully Completed				INSURERS AFFORDING COVERAGE		NAIC #	
				INSURER A: Name of Insurance Company		Completed	
				INSURER B: Name of Insurance Company		Completed	
				INSURER C: Name of Insurance Company		Completed	
				INSURER D: Name of Insurance Company		Completed	
INSURER E: Name of Insurance Company		Completed					
COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY CG001 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONT PROT ((IF REQUIRED)) <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea. Occur.)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS-COMP/OP AGG	\$ 1,000,000
A		AUTOMOBILE LIABILITY CA001 <input checked="" type="checkbox"/> ANY AUTO CA001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident)	\$ 1,000,000
						BODILY INJURY (PER PERSON)	\$
						BODILY INJURY (PER ACCIDENT)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B	X	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ per request
						AGGREGATE	\$ per request
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$ 500,000
						E.L. DISEASE-POLICY LIMIT	\$ 500,000
		OTHER Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS List project number, location and description. No endorsements or additional forms modify or limit coverage provided to the additional insured is primary.							
CERTIFICATE HOLDER Additional Insured: Village of River Forest, its officials, employees, agents, attorneys and volunteers				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. SIGNATURE OF AUTHORIZED AGENT			

EXHIBIT E

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Name of Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

Original Created – 1/2002
Revised – 1/2005

108.06 Labor, Methods, and Equipment

Add the following to Article 108.06 of the SSRBC:

108.06.1 Overtime Work

Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Director's written consent given after prior written notice. Regular working hours shall be a consecutive eight hour period between the hours of seven o'clock (7:00) A.M. and six o'clock (6:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M.

2.2 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

"EQUAL EMPLOYMENT OPPORTUNITY"

In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Contractor may be declared non-responsible and therefore 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 canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- (4) That it will send to each labor organization or representative of workers with which it has

or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.

- (5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; further, it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any Subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any Subcontractor declared by the Commission to be non-responsible and therefore ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of Subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance

of any one or more contracts; or

- (b) under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.”

2.3 COMPLIANCE WITH FREEDOM OF INFORMATION ACT REQUESTS

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

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

2.4 RESPONSIBILITIES OF CONTRACTOR

Within ten (10) days after the signing of the Contract, the Contractor shall submit a work schedule to the Village showing the progress to be made on the major portions of the work, such work schedule to be designated to complete the entire work within the time stipulated for completion. The schedule of work, however, shall be subject to the Director’s approval. If, at any time during the progress of work, the Superintendent is of the opinion that the Contractor is not adhering to such schedule, the Superintendent will request the Contractor to increase his force to comply with the work schedule. Failure of the Superintendent, however, to demand this shall not release the Contractor from his obligation to secure the quality of work or the rate of progress specified.

The Contractor shall supervise and direct the work. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the project a qualified construction supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor or superintendent of the Contractor shall have full authority to act on behalf of the Contractor. All communications given to the supervisor or superintendent shall be as binding as if given to the Contractor. The supervisor or superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

The Contractor shall be solely responsible for the safety of persons, property, or the work at or adjacent to the construction site. All decisions relating to safe construction operations, the use and proper application of equipment and materials, and the protection of the general public from construction

operations shall be the responsibility of the Contractor. The Contractor shall identify a qualified supervisor or superintendent in writing who shall have the authority to act on behalf of the Contractor relative to project safety issues. The supervisor or superintendent shall be present on the site at all times as required to maintain safe project operations.

In the event that the designated construction or safety supervisor or superintendent is absent from the site, the Contractor shall designate a substitute supervisor or superintendent to act in responsible charge of the work. Any changes in the designated construction supervisor or safety supervisor or superintendent shall be documented by written statement to the Superintendent at the time of the change.

2.5 CONTRACTOR'S DEFAULT FORFEITURE OF CONTRACT

The work herein specified shall be prosecuted with such force as the Superintendent may deem adequate to its completion within the time specified. If the rate at which the work is performed is not, in the judgment of the Superintendent, such as to insure its progress and completion in the time and manner herein specified, or if, at any time, the Contractor refuses or neglects to prosecute the work with the force sufficient in the opinion of the Superintendent for its completion within the specified time, or if, in any event, the Contractor fails to proceed with the work in accordance with the requirements and conditions of those specifications, the Village shall have full right and authority to take the work out of the hands of the Contractor and employ other workmen to complete the unfinished work, or to relet the same to other Contractors, and to deduct the expense occasioned by such default from any money that may be due to the Contractor.

2.6 ASSIGNMENT OF CONTRACT

No part of the work herein specified shall be assigned without the written consent of the Superintendent, and in no case shall such consent relieve the Contractor or his surety from the obligations herein entered into by the same or change the terms of this Agreement.

2.7 SUSPENSION OF WORK

Should the Contractor, with the approval of the Superintendent, stop work, or should the weather conditions in the opinion of the Superintendent be such that the work could not be properly and safely performed, then the Superintendent may order said Contractor or Contractors to suspend work until such time as weather conditions shall permit proper construction, and in any case of stoppage of work, the Contractor shall at his own expense store materials and be responsible for all accidents as though the work was in progress.

2.8 LIMITATION OF OPERATIONS

The Contractor shall conduct the work on this project at all times in such a manner and in such sequence as will assure the least interference with traffic on all streets where pavements are to be constructed, on cross streets, and at private driveway entrances. The Village reserves the right to require the Contractor to complete sufficient work in a section of the project that will result in the restoration of daily traffic and permit accessibility to private driveway entrances before work is started on any additional sections of the project.

2.9 PERFORMANCE BOND

The Contractor shall furnish a satisfactory performance bond in the sum of the amount of the Contract in dollars guaranteeing the proper completion of the work and the maintenance of the work during the

period of one (1) year from and after the date of the completion and acceptance of the same. This date shall be the date shown on the Final Pay Estimate, which is submitted by the Superintendent for the work performed by the Contractor. If, within this guarantee period, any work is found by the Village to be defective, the Contractor shall promptly, without cost to the Village, and in accordance with the Village's written instructions, correct such defective work. If the Contractor does not promptly comply with the terms of such instructions, the Village may have the defective work corrected and all direct and indirect costs of such corrections, including compensation for any required Professional Services, shall be paid or reimbursed to the Village by the Contractor. The maintenance of the work shall consist of:

2.9.1 Correction of any defect in material of workmanship furnished for such improvements, latent in character and not discernible at the time of final inspection or acceptance by the Village.

2.10 PAYMENT BOND

The Contractor shall furnish a satisfactory payment bond in the full amount of the Contract guaranteeing payment of all material used and for all labor performed.

2.11 PAYMENTS

If the rate of progress is satisfactory to the Superintendent, payment estimates will be submitted once a month during the progress of the improvement for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Contractor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. Upon final completion and acceptance of the work, a final estimate will be issued for the total amount due under the Contract, less previous payments and liquidated damages. In no case will the final estimate be prepared until the Contractor has complied with all the requirements set forth and the Superintendent has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract.

2.12 DIRECTOR OF PUBLIC WORKS' AUTHORITY

The Superintendent shall act as the Village's representative during the construction period. The Superintendent shall decide any issues that may arise as to quality and acceptability of material furnished and work performed. The Superintendent shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Superintendent will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the work.

The Superintendent shall NOT have control over or charge of, and shall NOT be responsible for construction means, methods, techniques, sequences, procedures or controls, or for safety precautions or programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Superintendent shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract documents. The Superintendent shall not have control over or charge of acts or omissions of the Contractor, Subcontractors or their agents or employees, or of any other persons performing portions of the Work.

2.13 NIGHT, SUNDAY, AND HOLIDAY WORK

No work shall be performed under these Specifications at night or on Sunday or legal holidays without the prior, written approval of the Superintendent.

2.14 LOCAL REGULATIONS

The work shall be executed in full compliance with laws and regulations of the Village of River Forest. All licenses, permits, approvals, etc., required by law or ordinarily secured under recognized good practice shall be secured by the Contractor at his own expense.

III. SPECIAL PROVISIONS

This Section amends and takes precedence over the Standard Specifications and the Supplemental Specifications.

The Special Provisions listed herein explain certain General Items pertaining to this Project, and amend the Standard Specifications in describing work required for certain Contract Items.

SP-1 TREE REMOVAL

The Contractor shall furnish all labor, supervision, supplies, and tools, equipment and other means necessary or proper for performing and completing the work, and shall obtain and pay for all required permits. The Contractor shall be responsible for the cleaning up of the job site and he shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Village of River Forest.

LOCATION

All work will be performed within the Village of River Forest, Illinois, on public right-of-way or on property owned by the Village.

COMMENCEMENT OF WORK

Commencement of this contract will begin immediately after Contractor receives first removal list. Trees will be marked with a white painted "x" on the trunk. **All trees marked for removal shall be removed within 10 calendar days of the receipt of the list.**

Subsequent tree removal lists will be submitted to the Contractor as they are developed. All trees to be removed shall be completed in accordance with the detailed specifications identified in the contract documents.

The total number of trees to be removed is estimated at approximately 80 for this current-year contract.

BY WHOM THE WORK IS TO BE DONE

The Contract shall be awarded to the Contractor's name appearing on the bid, and that firm and not an affiliate of the firm or a subcontractor shall do the work. **The Contractor shall be fully licensed with the Village of River Forest before being allowed to bid.** The Contractor shall remain licensed with the Village throughout the contract period.

PERIODIC INSPECTION

The Contractor shall notify the office of the Superintendent of Operations on the morning of any workday giving the location of that day's work. The Superintendent of Operations or his representative will periodically inspect the work and will always be available should any problems arise.

METHOD OF MEASURING

Trees to be removed shall be measured per inch of diameter. The diameter-breast-height (DBH) shall be measured at a point four feet six inches above the highest ground level at the tree and will be determined by

dividing the measured circumference at this point by 3.1416.

LOCATION OF TREE REMOVAL WORK

All marked trees in the Village parkway on the streets in the general area shall be removed. All stems shall be removed to a point that leaves a stump no more than **4 inches (4") high**. All tree removal work is to be done in accordance with the enclosed removal specifications.

It will be the Contractor's responsibility to notify and make arrangements with the utility company for the removal of branches extending through power and/or telephone lines, so the trimming operations will not be delayed.

The Contractor shall protect sidewalks, curbs, streets, manhole covers and catch basin, housing property and automobiles from the impact of falling wood by the use of limb ground supports when needed.

CLEANUP

Immediately after removal of a tree has been completed, the area beneath the tree shall be raked and all debris shall be removed from the area. All streets, driveways, and sidewalks shall be swept clean. Care shall also be taken not to damage other trees, shrubs, or lawn during tree removal operations.

SAFETY

When performing tree removal operations, the Contractor may block off the street and sidewalk in the immediate area of the work to prevent vehicles or pedestrians from entering the work area. Suitable warning signs, "Tree Removal, No Through Traffic" shall be furnished and erected by the Contractor at the intersections to adequately warn motorists before they enter the work area. The Contractor shall notify the Superintendent of Operations, who will notify the West Suburban Consolidated Dispatch Center (River Forest, IL), prior to closing off a street and again when it is reopened. For further information on traffic safety, see TRAFFIC CONTROL PLAN.

REMOVAL OF DEBRIS

All debris from tree removal operations shall be removed from the site and from the Village of River Forest by the end of that work day. No on-site or Village-owned areas will be designated as log storage areas. Payment for removal and disposal of debris is to be included in the unit price. No debris or logs shall be given to residents. **Under no circumstances shall debris be left on the parkway or street overnight or on weekends/holidays.**

CONTRACTOR'S REPRESENTATIVE

The Contractor shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the Contractor, and to receive and execute orders from the Forestry Supervisor or appointed representative. Any instructions given to such superintendent or person executing work for the Contractor shall be binding on the Contractor as though given to him personally. Contractor's representative must be proficient in the use and interpretation of the English language.

WORKERS

The Contractors shall employ competent foremen and laborers and shall replace, at the request of the

Superintendent of Operations, any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required.

ARBORIST CERTIFICATION & SIMILAR PROJECT EXPERIENCE

There shall be at least one "Certified Arborist" or "Certified Tree Worker" as recognized by the International Society of Arboriculture on the job site at all times. Contractor shall demonstrate that they have a minimum of 5 years of experience with tree removal projects of similar nature and scope.

ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Village or authorized representative, shall be immediately discontinued by the Contractor upon his receipt of instructions from the Village, or authorized representative, to discontinue such practice.

The Contractor shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

DAMAGE TO PRIVATE OR PUBLIC PROPERTY

Plywood or other support or protection must be placed on parkway prior to operating or parking vehicle or equipment on or over the parkway. Any/all damage to private or public property as a result of the Contractor's operation shall immediately be reported to the Village and repaired by the Contractor to the property's pre-existing condition.

When and where possible, the Contractor should avoid operating motorized equipment on the parkways, driveways, or public walks while performing work under the provisions of this contract.

REPORTING

The Contractor shall keep daily records of work completed and submit a copy of these records to the Superintendent of Operations at the end of each work day.

PUBLIC RELATIONS

The Contractor shall maintain good public relations at all times. The Contractor shall have an English-speaking representative of the company on the job site at all times.

PARKING

No off-street parking for equipment shall be provided for by the Village of River Forest on any of the Village's public properties.

EQUIPMENT

Under no circumstances shall any motorized equipment be permitted to be driven on the parkways, driveways, or public walks while performing work under the provisions of this contract. Contractor shall own a crane (not leased or rented) for use in removals in order to minimize damage and expedite work within required time frame.

CONTRACT WORK HOURS

Contractor shall only work on weekdays (Monday through Friday) between the hours of 7:00 a.m. and 3:30 p.m. Unless previously authorized by the Village, no work will be allowed on weekends or legal holidays as recognized by the Village of River Forest.

TRAFFIC CONTROL PLAN

This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during tree removal operations.

Traffic control shall be in accordance with the applicable sections of SSRBC, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

The governing factor in the execution and staging of work for this contract is to provide the motoring public with the safest possible travel conditions near the work zone. The Contractor shall arrange his operations to keep the closing of any traffic lane(s) of the roadway to a minimum.

PEDESTRIAN SIDEWALK CONTROL

While overhead removal work is taking place the Contractor shall block off the sidewalk to pedestrian traffic immediately under the trees being removed.

PAYMENT AND WAIVERS OF LIEN

All invoices shall identify each tree's location, date removed and diameter of the tree, and shall be certified by the Superintendent of Operations or designee. Final payment will be processed within 30 days of submission of final invoice. No partial payments will be processed. The Contractor shall furnish to the Director of Public Works final Waivers of Lien for labor and materials upon completion of the project and before final payment. A ten percent (10%) retainage will be withheld until receipt of final waivers.

SP-2 STUMP REMOVAL

The Contractor shall furnish all labor, supervision, supplies, and tools, equipment and other means necessary or proper for performing and completing the work, and shall obtain and pay for all required permits. The Contractor shall be responsible for the cleaning up of the job site and he shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Village of River Forest.

LOCATION

All work will be performed within the Village of River Forest, Illinois, on public right-of-way or on property owned by the Village.

COMMENCEMENT OF WORK

Commencement of this contract will begin immediately after Contractor receives the first list. The Bidder shall remove and restore all stumps designated within time frame specified for stump removals unless the Superintendent of Operations grants an extension. Subsequent stump removal lists will be submitted to the Contractor as they are developed.

The total number of stumps to be removed is estimated at approximately 80 for this current-year contract.

BY WHOM THE WORK IS TO BE DONE

The Contract shall be awarded to the Contractor's name appearing on the bid, and that firm and not an affiliate of the firm or a subcontractor shall do the work. **The Contractor shall be fully licensed with the Village before being allowed to bid.** The Contractor shall remain licensed with the Village throughout the contract period.

PERIODIC INSPECTION

The Contractor shall notify the office of the Superintendent of Operations on the morning of any workday giving the location of that day's work. The Superintendent of Operations or his representative will periodically inspect the work and will always be available should any problems arise.

NOTIFICATION BY THE VILLAGE

The Village will provide the Contractor with a list of addresses and the locations of tree stumps. Lists must be completed (sites ground and restored) within 10 calendar days.

J.U.L.I.E.

The Contractor shall adhere to all current J.U.L.I.E. laws and regulations regarding underground excavations. Any damage done to underground utilities or infrastructure, public or private, shall be the responsibility of the Contractor.

STUMP REMOVAL

The Contractor shall remove all tree stumps and buttress roots designated by the Superintendent or representative to a point EIGHT inches (8") below the adjacent ground level. Additionally, the Contractor shall remove all surface and adjacent subsurface roots as may be necessary to eliminate "humps" or mounds in the parkway in the parkway area adjacent to the stump. All parkway areas are to be left flat and meet original grade. The area will then be backfilled with clean, pulverized topsoil to the level of the adjoining grade and seeded.

REMOVAL OF DEBRIS

After grinding (removal) of a tree stump and all associated roots, the Contractor shall remove all stump grindings and associated debris from the site by the end of that work day. No on-site or Village-owned areas will be designated as storage areas. All streets, driveways, and sidewalks shall be swept clean. Care shall also be taken not to damage other trees, shrubs, or lawns during tree stump removal operations. Grinding debris generated by the work described in this contract shall be the responsibility of the Contractor. Payment for removal and disposal of debris is to be included in the unit price. Stumps, grindings, and debris shall be placed away from the curb and gutter, street, sidewalk, and private property immediately to eliminate hazards to vehicular and pedestrian traffic, and to eliminate damage to private property.

BACKFILLING

All areas where stumps have been removed and areas disturbed by the removal operation shall be backfilled to the level of the adjoining grade with pulverized black dirt (topsoil). This shall occur on the same day grindings are removed; otherwise the site shall be properly barricaded overnight to assure the public safety. All holes must be backfilled within twenty-four (24) hours of debris removal. The Contractor shall supply his own topsoil. The topsoil shall be properly leveled and compacted so as to ensure a minimum of settlement of the backfill material. **Grindings (chips) and debris must not be used as backfill material.**

SEEDING

All adjacent disturbed areas and areas where backfill material was installed shall be seeded.

SUCKER GROWTH

In the event that adventitious (sucker) growth should occur, the Contractor shall be responsible for re-grinding to eliminate sucker growth during a period of one year after initial grinding. Re-grinds must also be restored to grade and reseeded at no additional charge to the Village. Care shall also be taken not to damage other trees, shrubs, or lawns during stump removal and restoration operations.

DAMAGE TO PRIVATE OR PUBLIC PROPERTY

Plywood or other support or protection must be placed on parkway prior to operating or parking vehicle or equipment on or over the parkway. Any/all damage to private or public property as a result of the

Contractor's operation shall immediately be reported to the Village and repaired by the Contractor to the properties pre-existing condition.

When and where possible, the Contractor should avoid operating motorized equipment on the parkways, driveways, or public walks while performing work under the provisions of this contract.

CONTRACT WORK HOURS

Contractor shall only work on weekdays (Monday through Friday) between the hours of 7:00 a.m. and 3:30 p.m. Unless previously authorized by the Village, no work will be allowed on weekends or legal holidays as recognized by the Village of River Forest.

REPORTING

The Contractor shall keep daily records of work completed and submit a copy of these records to the Superintendent of Operations at the end of each work day.

RETURN WITH BID

PROPOSAL

FOR

**2023 TREE REMOVAL PROGRAM
VARIOUS LOCATIONS**

VILLAGE OF RIVER FOREST, ILLINOIS

TO THE PRESIDENT AND
BOARD OF TRUSTEES
VILLAGE OF RIVER FOREST
400 Park Avenue
River Forest, Illinois 60305

Date: 4-20-22

1. The undersigned Homer Tree Care, Inc.

(Name of Bidder)

14000 S. Archer Ave., Lockport, IL 60441
(Address of Bidder)

by Jim Reiter, as Chief Operating Officer
(Officer, Attorney, Manager, Secretary)

hereby proposes to furnish all labor, materials, and equipment to perform all work necessary for the improvements described in the Specifications, and in accordance with the Project's Plans, Specifications and Bid Proposal.

2. The Project's Plans and Specifications are those prepared by The Village of River Forest, 400 Park Ave, River Forest, Illinois 60305, telephone 708-366-8500. The Specifications herein referred to are the applicable Specifications for this Work.
3. The undersigned agrees that the Village reserves the right in receiving these Proposals to waive technicalities and reject any or all Proposals, and to select such Proposal as may be for the best interest of the Village, and yet be in conformity with the Law.
4. In submitting this Proposal, the undersigned further agrees to deposit with this Proposal a bid bond, cashier's check, or certified check in the amount of not less than ten percent (10%) of the total amount of the Bid; said bond or check to be forfeited to the Village if a Contract is awarded and the Contractor does not furnish a satisfactory surety bond for the completion of the work, and sign the Contract therefore within ten (10) days after the award of a Contract.
5. In submitting this Proposal, the undersigned further agrees that he and his surety will execute and

RETURN WITH BID

present within Ten (10) Days after the date of receipt of the Contract from the Village, a performance bond and a labor and material payment bond satisfactory to and in the form prescribed by the Village, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance of work in accordance with the terms of the Contract.

6. In submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein; and that the Proposal is made without collusion with any other person, firm, or corporation.
7. The undersigned further declares that he has carefully examined the Plans, Specifications and Bid Proposal and that he has inspected, in detail, the site of the proposed Work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in submitting this Proposal he waives all right to plead any misunderstanding regarding the same.
8. The undersigned further understands and agrees that if this Proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the Work, and to furnish all of the materials specified in the Contract, in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
9. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the Schedule of Prices contained herein.
10. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
11. The undersigned further agrees that if the Village decides to extend or shorten the Improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the Specifications, he will perform the Work as altered, increased, or decreased at the Contract unit prices.
12. The undersigned further agrees that the Village may, at any time during the progress of the Work covered by this Contract, order other Work or materials incidental thereto and that all such Work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this Contract, shall be performed as extra Work, and that he will accept as full compensation the actual cost as determined in the Specifications.
13. The undersigned further agrees to execute a Contract for this Work and present the same to the Village within Ten (10) Days from the date of receipt of the Contract from the Village.

RETURN WITH BID

14. The undersigned further agrees to carry the necessary Public Liability Worker's Compensation Insurance to protect the and such others as may be cited in the Specifications, from any claims that may arise in connection with the construction of said Work and furnish a Certificate of Insurance naming said parties as Additional Insureds.
15. The undersigned further agrees to submit a work schedule to the Village not later than Ten (10) Days after the execution and approval of the Contract and Contract bond, unless otherwise provided, and to prosecute the Work in such manner and with sufficient materials, equipment, and labor and will insure its completion within the time limit specified herein, it being understood and agreed that the undersigned **agrees to start the Work no sooner than May 1, 2022 and complete the Work by April 30, 2023**, unless additional time is granted by the Village in accordance with the provisions of the Specifications. In case of failure to complete the Work by the completion date set herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Village shall withhold from such sums as may be due him under the terms of this Contract, the costs as set forth in Art. 108.09 of the SSRBC. These costs will be considered and be treated not as a penalty but as damages due the Village from the undersigned by reasons of inconvenience and added costs to the Village resulting from the failure of the undersigned to complete the Work within the time specified in the Contract.
16. The undersigned further understands that payment for this Work is to be made in cash and that he is to look to the Village for said payment upon presentation of Waivers of Liens.
17. The undersigned further understands that the Village shall make payments to the Contractor on the Director of Public Works' Estimate only, at intervals of not less than once a month, and at such other times as the Superintendent may submit them, for work performed, or for substantial amounts of material delivered to the improvement site, with a deducted reserve of Ten Percent (10%) to be held until completion of the Contract. No payments will be made until presentation of a duly executed waiver, or waivers of lien, equal to the amount of Superintendent's Estimate and the final payment shall be made only upon the Superintendent's Final Estimate and presentation of final waiver for material and labor furnished together with the Contractor's sworn statement.
18. The undersigned submits herewith his Schedule of Prices covering the work to be performed under this Contract; he understands that he must show in the Schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his Proposal may be rejected as irregular.
19. No political or campaign signs, symbols or slogans shall be visible on any Contractor or Subcontractor vehicles or property in the Village.

RETURN WITH BID

SCHEDULE OF PRICES

Classification	DBH Range	Total inches per DBH Range (estimated)	Unit Price per inch (\$)	Total Cost (price per inch x total inches per DBH range)
Tree Removal - 1	Up to 25"	700	35	24,500
Tree Removal - 2	Over 25"	1050	40	42,000
		Quantity	Unit Price per stump (\$)	Total Cost (price per stump x Quantity)
Stump Removal	N/A	70	250	17,500
Total Cost (Class 1 + Class 2 + Stumps) =				84,000

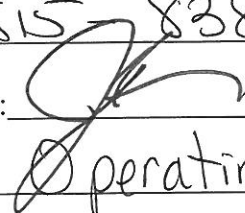
All Bids shall be F.O.B. River Forest, Illinois.

Company Name: Homer Tree Care, Inc.

Address: 14000 S. Archer Ave

Lockport, IL 60441

Contact Phone: 815-838-0320

Authorized Signature: 

Title: Chief Operating Officer

(Corporate Seal)

RETURN WITH BID

SIGNATURES

(If a Corporation)

Corporate Name: Homer Tree Care, Inc.

By: Jim Reiter
Party of the Second Part

Business Address:

(If a Co-Partnership)

By: _____

Partners doing business under the firm name of:

Party of the Second Part

(If an Individual)

By: _____
Party of the Second Part

(Seal)

Attest: _____
Secretary

RETURN WITH BID

SUBCONTRACTORS LIST - *N/A*

The Bidder hereby states the following items of work will not be performed by its organization. (List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.)

1) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

2) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

3) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

4) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr _____ City _____ State _____ Zip _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a Bid or Proposal the term "Seller" shall be deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt Contracts/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the Village of RIVER FOREST hereinafter referred to as Buyer:

- A. REPORTS: Within thirty (30) days after Buyer's award to Seller of any Contract/subcontract and prior to each March 31 thereafter during the performance of Work under said subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such report.
- B. PRIOR REPORTS: Seller, if it has participated in previous Contract or subcontract subject to the Equal Opportunity Clause (41 C.F.R. Sec. 60-1.4 (a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from Equal Opportunity Clause.
- C. CERTIFICATION OF NON SEGREGATED FACILITIES: Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it do not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, Work area, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.

RETURN WITH BID

C. CERTIFICATION OF NONSEGREGATED FACILITIES: (Cont'd.)

Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.** A certification on Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: Prior to 120 days after receipt of any subcontract in the amount of \$50,000 or more from Buyer, if it has 50 or more employees and it is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.R. Sec. 60-1.40. Seller will also require its lower-tier subcontractors who have 50 or more employees and receive a subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R. Sec. 60-1.40.

E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

Executed this ____ day of _____ 20__ by:

Firm name

By: _____

Title

(Seller)

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, “grantee” or “contractor” means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace.
 - (2) specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee’s or contractor’s policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

RETURN WITH BID

- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Printed Name of Organization

Signature of Authorized Representative

Printed Name and Title

Date

Requisition/Contract/Grant ID Number

RETURN WITH BID

**CERTIFICATION THAT CONTRACTOR IS NOT BARRED FROM
PUBLIC CONTRACTING DUE TO BID-RIGGING OR
BID ROTATING CONVICTIONS**

WHEREAS, a conviction for the offense of bid-rigging or bid rotating bars a person or entity from bidding on public contracts (720 ILCS 5/33E-3 and 33E-4), and

WHEREAS, Section 33E-11 of the Criminal Code (720 ILCS 5/33E-11) requires bidders and contractors to certify on a form provided by the unit of local government or school district that they are not barred from public contracting due to bid-rigging or bid rotating convictions.

NOW THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned,

Homer Tree Care, Inc.
(individual, firm, corporation or other entity)

is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned also certifies that no officers or employees of the bidder or the contractor have been so convicted and that the bidder or contractor is not the successor company or a new company created by the officers or owners of one so convicted. It is further certified that any such conviction occurring after the date of this certification will be reported to the above public body in writing, within seven (7) days of such conviction, if it occurs during any bidding process, contract term or otherwise prior to the entering into any contract therewith.

DATE: 4-20-22

By: Jim Reiter

ATTEST:

Maray Cuervas / Maray Cuervas

(SEAL)

RETURN WITH BID

**CONTRACTOR CERTIFICATION
SEXUAL HARASSMENT POLICY**

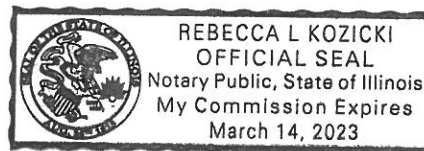
Homer Tree Care, Inc. ("Contractor"), having submitted a bid to the Village of River Forest, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

Signed by: [Signature] (Corporate Seal)
Title: Chief Operating Officer
Name & Address Homer Tree Care, Inc.
14000 S. Archer Ave
of Contractor or Vendor Lockport, IL 60441

Subscribed and sworn to before me

this 20th day of April, 2022

Rebecca L Kozicki
Notary Public



RETURN WITH BID

REFERENCES - attached

1. Project Location: _____ Project Owner: _____
Project Description: _____
Owner's Representative: _____ Phone: _____
Awarded Contract Cost \$ _____ Final Project Cost \$ _____
2. Project Location: _____ Project Owner: _____
Project Description: _____
Owner's Representative: _____ Phone: _____
Awarded Contract Cost \$ _____ Final Project Cost \$ _____
3. Project Location: _____ Project Owner: _____
Project Description: _____
Owner's Representative: _____ Phone: _____
Awarded Contract Cost \$ _____ Final Project Cost \$ _____
4. Project Location: _____ Project Owner: _____
Project Description: _____
Owner's Representative: _____ Phone: _____
Awarded Contract Cost \$ _____ Final Project Cost \$ _____
5. Project Location: _____ Project Owner: _____
Project Description: _____
Owner's Representative: _____ Phone: _____
Awarded Contract Cost \$ _____ Final Project Cost \$ _____

Equipment/Vehicle List Owned by Homer Tree Care, Inc.

Aerial Bucket Trucks

#316 – 2014 Peterbuilt 337 Terex 60/70' Elevator Lift RM
#317 – 2014 Peterbuilt 337 Terex 60' Lift RM
#318 – 2014 Peterbuilt 337 Terex 60' Lift RM
#189 – 2006 GMC 7500 Terex 65' Lift RM
#188 – 2006 GMC 7500 Terex 65' Lift RM
#190 – 2007 GMC 7500 Terex 60' Lift Forestry
#160 – 2005 GMC 7500 Terex 60' Lift Forestry
#296 – 2005 International 4200 Altec 60' Lift Forestry
#234 – 2005 International 4900 Terex 60' Lift RM
#298 – 2004 Ford F750 Terex 60' Lift Forestry
#297 – 2001 International 4900 Versa Lift 60' Lift Forestry
#248 – 2000 GMC 7500 Terex 60' Lift Forestry
#702 – 1997 GMC 7500 Teco 55' Lift Forestry

Chipper Box Trucks

#319 – 2014 Peterbuilt 337 30 Yard Capacity
#320 – 2014 Peterbuilt 337 30 Yard Capacity
#321 – 2014 Peterbuilt 337 30 Yard Capacity
#276 – 2013 International 4300 30 Yard Capacity
#275 – 2013 International 4300 30 Yard Capacity
#273 – 2013 International 4300 30 Yard Capacity
#244 – 2012 International 4300 30 Yard Capacity
#243 – 2012 International 4300 30 Yard Capacity
#191 – 2007 GMC 7500 25 Yard Capacity
#250 – 2000 GMC 6500 30 Yard Capacity
#299 – 2003 International 4200 25 Yard Capacity
#808 – 2003 Ford F450 HD 4 Yard Capacity
#301 – 2002 International 4300 25 Yard Capacity
#308 – 2002 GMC 6500 30 Yard Capacity
#99 – 1999 GMC 6500 30 Yard Capacity
#100 – 1999 GMC 6500 20 Yard Capacity
#103 – 1999 GMC 6500 25 Yard Capacity
#125 – 1999 GMC 6500 11 Yard Capacity
#703 – 1999 GMC 6500 11 Yard Capacity
#38 – 1998 GMC 3500 10 Yard Capacity
#33 – 1998 GMC 3500 HD 10 Yard Capacity
#32 – 1998 GMC 3500 HD 10 Yard Capacity

Log Loaders

#95 – 2008 Kenworth w/serco 7500 Loader w/trailer
#106 – 2004 International 7500 w/serco 7000 Loader
#229 – 1999 Peterbuilt 378 w/serco 7500 Loader w/trailer
#231 – 1999 Peterbuilt 378 w/serco 7500 Loader w/trailer

Truck Mounted Cranes

#3654 – 2014 Freightliner w/National Crane model 800 D. 100'
#236 – 2009 Sterling L.T. 7500 w/National Crane model 800 D. 100'
2017 Peterbuilt W/ National Crane

Dump Body Trucks

#350 – 2015 Ford F350 4x4 w/
#330 – 2014 Ford F550 4x4 w/11ft. dump body
#41 – 1999 GMC 3500 4x4 w/8ft. dump body
#40 – 1999 GMC Sierra 3500 4x4 w/8ft. dump body
#705 – 1995 Freightliner F.L. 70 w/22 ft. dump body

Skid Steer Support Attachments

#9101 – 2004 Fecon Brush Mower
#9104 – 2004 Fecon Brush Mower

PHC Trucks

#215 – 2004 Ford F250 Pick-up w/PHC Unit
#701 – 2001 Ford F250 Pick-up w/ PHC Unit
#71 – 1993 GMC 3500 HD Flat Bed w/PHC Unit

Support Vehicles

#327 – 2014 Ford Explorer 4x4
#326 – 2014 Ford F-150 Pick-up 4x4
#266 – 2012 Ford F-150 Pick-up 4x4
#268 – 2012 Ford F-150 Pick-up 4x4
#238 – 2011 Chevy 1500 Pick-up
#239 – 2011 Chevy 1500 Pick-up
#240 – 2011 Chevy 1500 Pick-up
#241 – 2011 Chevrolet 1500 Pickup
#177 – 2006 Ford Explorer 4x4

Brush Grinders

#334 – 2014 Drum Bandit 2090
#335 – 2014 Drum Bandit 2090
#336 – 2014 Drum Bandit 2090
#332 – 2014 Drum Bandit 1890
#333 – 2014 Drum Bandit 1890
#302 – 2013 Drum Bandit 1890
#303 – 2013 Drum Bandit 1890
#304 – 2013 Drum Bandit 1890
#251 – 2012 Vermeer 1800 XL
#252 – 2012 Vermeer 1800XL
#253 – 2012 Vermeer 1800XL
#254 – 2012 Vermeer 1800XL
#255 – 2012 Vermeer 1800XL
#256 – 2012 Vermeer 1800XL
#193 – 2006 Vermeer 1400XL

Stump Grinders

#323 – 2013 Vermeer SC 1152
#355 – 2013 Vermeer SC 1152
#356 – 2013 Vermeer SC 1152
#357 – 2013 Vermeer SC 1152
#358 – 2013 Vermeer SC 1152
#307 – 2013 Vermeer SC 802
#279 – 2012 Vermeer SC 802
#274 – 2012 Vermeer SC 60TX
#235 – 2010 Vermeer SC 60TX
#198 – 2007 Vermeer SC 60TX
#149 – 2005 Track Bandit Stumper 3200
#812 – 1998 Vermeer SC 1102

Skid Steers

2013 John Deere 337
#707 – 2003 Bobcat S160

Transport Trailers

#192 – 2007 Kaufman 5 ton Tandem
#139 – 2005 Felling 8 ton Dual Tandem
#159 – 2005 B&B 5 ton Tandem
#291 – 2006 Imperial 6 ton Tandem
#290 – 2001 Cronkite 5 ton Tandem
#93 – 2001 Cronkite 5 ton Tandem

#910 / – 2004 Fecon Tree Shear
#9108 – 2009 Solesby Grapple Bucket



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/19/2021

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

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

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: Certificates Team		
	PHONE (A/C, No, Ext): 708-845-3917	FAX (A/C, No): 708-845-3001	
E-MAIL ADDRESS: ConstructionCerts@thehortongroup.com			
INSURED Homer Tree Care, Inc. 14000 Archer Ave. Lockport IL 60441	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Western National Mutual Ins Co		15377
	INSURER B: Accident Fund Insurance Company of America		10166
	INSURER C: Berkley National Insurance Co.		38911
	INSURER D: Mt. Hawley Insurance Company		37974
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1378410255

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	CPP1087512	5/15/2021	5/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pest/Herb Occur \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CPP1086774	5/15/2021	5/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	UMB1014555	5/15/2021	5/15/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A		Y	WCS7000269	5/15/2021	5/15/2022	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented Equipment			MIM1000914	5/15/2021	5/15/2022	Limit 350,000
D	Pollution Liability			EGL0008585	5/15/2021	5/15/2022	Limit 1,000,000

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

Additional insured on a primary and non-contributory basis with respect to the general liability and auto liability coverage only when required by written contract. Waivers of subrogation apply to the general liability, workers compensation, and auto liability policies in favor of the stated additional insureds only when required by written contract. Umbrella follows form. The coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road & Bridge Construction.

CERTIFICATE HOLDER**CANCELLATION**

For Information Only

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



Homer

TREE CARE, INC.

Professional. Knowledgeable. Caring.

Certified Arborists

Richard Reposh - #IL-0567
Years Experience: 31

Ivan Ortega- IL#9414A
Years Experience: 2

Ryan P. Countryman- #IL5140B
CTSP # 1093
TRAQ
Years Experience: 16

Nicholas Brown- IL #9397A
Years Experience: 3

Tim Shepard - #WE 6791A
CTSP #293
Years Experience: 15

Arborists also CTSP Certified



DRUG AND ALCOHOL POLICY

VOLUNTARY ASSISTANCE:

Homer Tree recognizes that drug or alcohol abuse may be a disease and that with proper medical care and treatment, the disease can be controlled so that the affected employee can resume productive employment and normal personal relationships. With this objective in mind, Homer Tree is committed to providing confidential assistance without penalty to all supervisory and full time employees who voluntarily seek medical help for a drug or alcohol dependency problem. An employee who voluntarily seeks assistance will be referred by Homer Tree to a qualified chemical dependency counselor or treatment center for evaluation and assistance. The employee's voluntary agreement to participate in any approved treatment program will not subject the employee to any type of disciplinary action unless the Manager determines that the particular facts in the case (e.g. excessive relapses; the employee's conduct while under the influence of drugs or alcohol endangered the safety of other employees or the public) warrant appropriate discipline, including termination.

DETECTION AND TESTING:

All supervisory personnel are responsible for being continually alert to employee behavior, giving careful attention to unusual behavior, significant mood changes, performance problems, accidents or misconduct. If a supervisor has reasonable cause to suspect that any employee's use of drugs or alcohol is a contributing factor to such behavior, the supervisor shall notify Management of the incident. After consultation with Management, the supervisor shall meet privately with the employee to discuss the incident and to advise the employee of such suspicion. At that time, the employee will be given reasonable opportunity to provide a mitigating explanation. If the supervisor still has reasonable cause to suspect that the use of drug or alcohol is involved, Homer Tree may elect to refer the employee to an approved medical facility for a drug/alcohol evaluation. If the employee refuses to submit to such an examination, the employee shall be subject to appropriate discipline, including termination.

DRUG AND ALCOHOL POLICY, CONTINUED

If the employee consents to a drug/alcohol evaluation, and the evaluation shows a confirmed positive finding of drugs or alcohol, the employee's agreement to participate in any approved treatment program shall result in no disciplinary penalty for the first adverse incident, unless Management determines that the particular facts in the case (e.g. the employee's conduct while under the influence of drugs or alcohol endangered the safety of other employees or the public) were so blatant, regardless of whether drugs or alcohol were involved, as to warrant appropriate discipline, including termination. At any time during treatment, eligible employees are entitled to request medical leave, and may receive disability income and/or medical benefits pursuant to the terms and conditions of those policies. If after completion of an approved program, the employee engages in further incidents involving drugs or alcohol, Homer Tree reserves the right to take all appropriate disciplinary actions, including termination.



Municipal Reference List

Village of Barrington

Mike Szymanski – (224) 629-2025

Village of Clarendon Hills

Joe Ferrell – (630) 323-6673

Village of Country Club Hills

Mayor Welch – (708) 798-2616

City of Darien

John Carr – (630) 514-1531

Village of Downers Grove

Kerstin von der Heide – (630) 434-5460

City of Elmhurst

Mark Stevens – (630) 530-3126

Forest Preserve District of Will County

Brad Steinke – (815) 727-8700

Frankfort Township Highway Dept.

Bill Carlson – (815) 405-6957

Village of Fox River Grove

John Huzinga – (847) 639-3171

Village of Frankfort

Terry Kestel – (815) 405-7198

Glenview Park District

Michael Sullivan – (224) 521-2313

Homer Township Highway Dept.

Dale Hostert – (708) 301-0246

Village of Hinsdale

John Finnell (630) 789-7043

City of Joliet, IL

Jim Tieber - (815) 791-8216

Lockport Township Highway Dept.

John Cielenski – (815) 726-6056

Lockport Township Park District

Jeff Loeschen – (815) 693-1955

City of Lockport

Joe Cronin – (815) 838-1705

Village of Lake in the Hills

Rob Caldwell – (815) 960-7500

Village of Mount Prospect

Sandy Clark – (847) 253-9377

Naperville Park District

Chuck Papanos (630) 848-3590

Village of New Lenox

Nick Perez – 815-485-7729

Orland Township Highway Dept.

Mary Buczkiewicz – (708) 403-5148

City of Zion

Christofer Nikkinen – (708) 499-7098

Plainfield Park District

James Less – (815) 436-8812

City of Palos Heights, IL

Scott Smith – (708) 417-1897

Village of Rolling Meadows

Grahm Strebler – (347) 770-1821



SEXUAL HARASSMENT POLICY

All employees have the right to work in a work environment free from sexual intimidation and/or harassment of any kind. It is the Company's express policy **not** to tolerate sexual harassment of or by any of its employees.

Sexual harassment is considered to exist whenever there are unwelcome sexual advances, requests for sexual favors, or any other verbal, physical, or visual conduct of a sexual nature when:

1. Submission to the conduct is made either implicitly or explicitly a condition of the individual's employment;
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or
3. The harassment has the purpose or effect of interfering with the employee's work performance or creating an environment which is intimidating, hostile, or offensive to the employee.

For example, foul language or sexually-oriented jokes, remarks or gestures may often be offensive to another employee and thus should not occur.

Any employee engaging in practices or conduct constituting sexual harassment shall be subject to disciplinary action, up to and including discharge.

Any employee who feels he or she has been sexually harassed by a Company employee should report any such complaint or matter in full confidence to the Office Manager. If the Manager is not available, or the employee for any reason does not feel comfortable complaining to her, such employee should contact the President/Owner or any management executive with whom he or she feels comfortable.

Any supervisor who becomes aware of any possible sexual harassment of or by any employee should immediately advise the Manager, who will immediately investigate the conduct and ensure the matter is resolved.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Homer Tree Care, Inc.
14000 S. Archer Avenue
Lockport, IL 60441

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606
Mailing Address for Notices
Same as above

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

OWNER:

(Name, legal status and address)

Village of River Forest
400 Park Avenue
River Forest, IL 60305

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

BOND AMOUNT: 10%

Ten Percent of Amount Bid

PROJECT:

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

2023 Tree and stump removal

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

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

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

Signed and sealed this 29th day of April, 2022.

Homer Tree Care, Inc.

(Principal)

(Seal)

(Witness)

By:

(Title)

Western Surety Company

(Surety)

(Seal)

By:

(Title) Kristen Schmidt, Attorney-in-Fact

(Witness) Dave Roth



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kristen Schmidt, Individually

of, Orland Park, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: Homer Tree Care, Inc.
Obligee: Village of River Forest

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2021.



WESTERN SURETY COMPANY

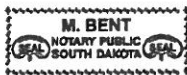
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of April, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



MEMORANDUM

Date: May 19, 2022

To: Catherine Adduci, Village President
Village Board of Trustees

From: Brian Murphy, Village Administrator

Subject: Village Administrator's Report

Upcoming Meetings (all meetings are at Village Hall unless otherwise noted)

Wednesday, May 25	6:00 PM	Board of Fire and Police Commissioners Meeting – CANCELLED
Thursday, May 26	7:00 PM	Historic Preservation Commission Meeting
Monday, May 30		Memorial Day – Village Hall CLOSED
Wednesday, June 1	6:00 PM	Economic Development Commission Meeting
Thursday, June 2	7:30 PM	Development Review Board Meeting
Monday, June 6	7:00 PM	Diversity, Equity, and Inclusion Advisory Group Meeting (Parmer Hall, Dominican University).
Wednesday, June 8	6:00 PM	Age-Friendly Ad Hoc Committee Meeting
Thursday, June 9	7:30 PM	Zoning Board of Appeals Meeting
Monday, June 13	7:00 PM	Village Board of Trustees Meeting – CANCELLED
Tuesday, June 14	7:00 PM	Sustainability Commission Meeting
Thursday, June 16	7:30 PM	Development Review Board Meeting
Monday, June 20	7:00 PM	Committee of the Whole Meeting – CANCELLED
Tuesday, June 21	7:00 PM	Plan Commission Meeting
Tuesday, June 21	7:00 PM	Diversity, Equity, and Inclusion Advisory Group Meeting (Parmer Hall, Dominican University).
Wednesday, June 22	6:00 PM	Board of Fire and Police Commissioners Meeting
Thursday, June 23	7:00 PM	Historic Preservation Commission Meeting
Monday, June 27	7:00 PM	Village Board of Trustees Meeting

Recent Payments of >\$10,000

In accordance with the purchasing policy, the following is a summary of payments between \$10,000 and \$20,000 that have occurred since the last Board meeting:

Vendor	Amount	Description
Al Warren Oil Co Inc.	\$15,090.95	Purchase of Generator Fuel, Diesel, and Unleaded Fuel
West Suburban Consolidated	\$18,186.00	Monthly Contribution - 911 Dispatch
Avalon Petroleum Company	\$18,709.20	Purchase of Unleaded and Diesel Fuel
Division XI Mutual Aid	\$10,000.00	2022 Membership Dues
River Forest Public Library	\$10,021.47	Personal Property Replacement Tax

New Business Licenses:
None

Thank you.

Elijah Bebora

From: Village of River Forest <noreply@mail135-2.atl141.mandrillapp.com> on behalf of Village of River Forest <noreply@vrf.us>
Sent: Tuesday, April 19, 2022 9:46 AM
To: Elijah Bebora
Subject: Volunteer form submission

The following volunteer form was submitted on: 04/19/2022

Boards:

Diversity, Equity and Inclusion Advisory Group

Name: Jenny Kelly

Email: [REDACTED]

Address: 941 Bonnie Brae Place

Phone: [REDACTED]

Background:

-lived in RF for 10 years -raising my three kids in our public schools -pediatric oncology nurse at Lurie Children's for nearly 20 years -volunteered in numerous ways in our public schools -started Girls On The Run at Willard Elementary -presently a crisis line volunteer at Sarah's Inn

Interest:

From my many years in healthcare and interest in public education, I've seen firsthand how systematically inequitable they have functioned historically. But, systems are changing and that is encouraging. I would now like to help our community recognize and tackle many of these issues in a mindful, deliberate, and compassionate way. Thank you.

Elijah Bebora

From: Village of River Forest <noreply@mail137-28.atl71.mandrillapp.com> on behalf of Village of River Forest <noreply@vrf.us>
Sent: Thursday, April 21, 2022 11:15 AM
To: Elijah Bebora
Subject: Volunteer form submission

The following volunteer form was submitted on: 04/21/2022

Boards:

Diversity, Equity and Inclusion Advisory Group

Name: Layney McGinn

Email: [REDACTED]

Address: 557 Franklin Avenue

Phone: [REDACTED]

Background:

I have been a resident of River Forest for 18 months, by way of Oak Park (4 years) and Uptown, Chicago prior to that. I earned a Bachelor's degree in Family & Community Services, College of Human Ecology, from Michigan State University. I have a 25-year career in the non-profit sector, primarily in Health and Community. I currently lead my own consulting firm specializing in fundraising database management and Institutional Prospect Research. My family includes my husband, Matt, and twin daughters, Morgan and Daphne, who recently turned 7 and attend Lincoln school. Our family loves to listen to music and dance, hike, visit the library, cultivate our curiosity and participate in community events. Our family motto is "Choose Joy."

Interest:

It's important that River Forest be the best version of itself, which can only be accomplished by creating space for all residents and neighbors. I am encouraged by the Committee's solution-based style and believe I will add value based on my personal and professional strengths.

Comments:

N/A



Village of River Forest
Public Works and Development Services
400 Park Avenue
River Forest, IL 60305
Tel: 708-366-8500

MEMORANDUM

Date: May 6, 2022

To: Village President Catherine Adduci and Board of Trustees

From: Sara Phyfer, Management Analyst

Subj: Consideration and Approval of Recommendation for Proposed Opt-In Single-Use Foodware Ordinance

Inspired by an initiative through PlanItGreen, the Sustainability Commission is proposing a local ordinance that would require places for eating only hand out single-use foodware for take-out and delivery orders at the customer's request, meaning customers would "opt-in" to receive them. The purpose of the ordinance is to reduce the unnecessary generation of waste while being mindful of the needs of the business community. This is modeled after the City of Chicago ordinance, which was adopted in June 2021.

Notably, this ordinance includes a directive to the Commission to further study single-use plastic bags. The Commission had initially sought to include plastic bags in the definition in Section 6-5-1, however it was determined the Village could instead regulate plastic bags similarly as an "opt-in" ordinance across *all* businesses rather than the narrower focus of food establishments.

The Commission discussed the proposed ordinance at their February 8, 2022, March 8, 2022, April 12, 2022, and May 10, 2022 meetings. All businesses carrying a food license are subject to this ordinance, and these businesses were invited to the May 10, 2022 meeting to provide feedback and input.

Letters were mailed directly to affected businesses at both their mailing (corporate) address, as well as the business address in River Forest. A copy of this letter was also emailed. The meeting was communicated by the Village as follows:

- Website: April 18, 2022
- E-News: April 21, 2022
- Facebook, Instagram, Nextdoor: April 26, 2022
- May Newsletter: May 6, 2022
- Facebook, Instagram, Nextdoor: May 7, 2022

All communication included information about the proposed ordinance change and noted that all are welcome to attend the meeting to learn more and/or provide comments. This can be viewed at www.vrf.us/SingleUseOrdinance.

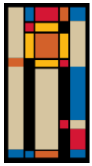
The May 10, 2022 meeting was held both in person at Village Hall and remotely over Zoom. Public comment was heard and the Commission discussed the suggestions made. Ultimately these suggestions were incorporated into the final draft of the ordinance. The Commission voted unanimously, with two members absent, to recommend that the Village Board of Trustees approve the proposed ordinance for single-use foodware.

Recommendation:

Motion to approve an ordinance amending the River Forest Village Code regarding single-use foodware in places of eating.

Attachments:

- Draft Ordinance
- Letter to Affected Businesses



RIVER FOREST

Proud Heritage • Bright Future

April 19, 2022

SENT VIA MAIL AND EMAIL

Village President
Catherine Adduci

Village Clerk
Jonathan Keller

Village Trustees
Kathleen Brennan
Erika Bachner
Lisa Gillis
Kenneth Johnson
Robert O'Connell
Respicio F. Vazquez

You are receiving this notice because your business is licensed to sell or distribute beverages or food for human consumption in the Village of River Forest, Illinois.

A public meeting will be held by the Village of River Forest Sustainability Commission on Tuesday, May 10, 2022, 7PM, at Village Hall and via Zoom, regarding a proposed ordinance for single-use foodware. Visit www.vrf.us/SingleUseOrdinance for meeting information.

The change that is being proposed by the Sustainability Commission is to require that places for eating and places distributing beverages or food sold for human consumption **only hand out single-use foodware for take-out and delivery orders at the customer's request, meaning customers would "opt-in" to receive them.** Single-use foodware are items designed and intended for only one usage before being discarded. Single-use foodware is defined in red text below. Notably, this proposed ordinance would not tax nor prohibit the distribution of single-use foodware. Rather, the purpose of this ordinance is to limit the unnecessary distribution of single-use plastics, which generates a significant amount of waste.

A list of businesses that would be subject to this change can be found below. Businesses are being contacted directly to notify them of this proposed change. All are welcome to attend this public meeting to learn more and/or provide comments on this proposed change.

Affected Businesses

Business Name	Business Address
754 Harlem Inc. dba Mobile Gas Station	754 Harlem Ave
7-Eleven # 23852E dba 7-Eleven	1140 Harlem Ave
AFC Sushi @ Jewel Oco #3223	7525 Lake St
Asiana Cuisine Enterprises dba Ace Sushi	7501 North Ave
Believers International LLC	349 Ashland Ave
Bertollis Pizza	7970 Oak Ave
Bond Drug Company of Illinois dba Walgreens #3076	7251 Lake St
Boon Box Bakery	349 Ashland Ave
Boston Market Corporation (#575)	7211 Lake St
Capri Italian Foods	7325 North Av
Carby Eats	349 Ashland Ave
Cathy's Ultimate Soul Food & Catering	349 Ashland Ave
Celebrations by Us	349 Ashland Ave
Franks Deli	7971 Lake St
Good Earth Greenhouse	7900 Madison St
Highland Park CVS LLC dba CVS Pharmacy #3889	7929 North Ave

Jewel Food Store #3223	7525 Lake St
Jewel Food Stores	7525 Lake St
Jilly's Jerky Snacks LLC	349 Ashland Ave
Joy Milk Tea LLC	349 Ashland Ave
Karavites Restaurant 6749 - McDonalds	624 Harlem Ave
Karl's Craft Soup	349 Ashland Ave
La Parrallita Mexican Food	7225 North Ave
Meze Table	349 Ashland Ave
New Rose Catering	349 Ashland Ave
Noodles & Company	7215 Lake St
Opportunity Knocks	349 Ashland Ave
Panera LLC / Panera Bread #788	7349 Lake St
Popify LLC	349 Ashland Ave
Quest Food Management Services	7900 Division St
RDK Ventures Inc dba Circle K #4706790	7201 North Ave
River Forest Chocolates LLC	7769 Lake St
River Forest Kitchen LLC	349 Ashland Ave
Sodexo America	7400 Augusta St
Srikrishna Catering, Inc.	7400 Augusta St
Starbucks at Jewel Store #3223	7525 Lake St
Sunny Bakes dba Out of Neutral LLC	349 Ashland Ave
Sushi Avenue Inc.	7245 Lake St
Table and Lain	7577 Lake St
The Kitchenette Project	349 Ashland Ave
Whole Foods Market Group	7245 Lake St
Yolk-Oak Park/River Forest	7301 North Ave
Zazi Natural Foods LLC	349 Ashland Ave
Persimmon Kitchen LLC	349 Ashland Ave

Proposed changes to Title 6, Health and Sanitation, of the Village Code are as follows.

6-5-1: DEFINITIONS:

SELF-SERVICE STATION: An area dedicated to customers taking away single-use foodware and condiments.

SINGLE-USE FOODWARE: Any eating utensil or other item to be used as part of food or beverage service that is designed and intended by the manufacturer for only one usage before being discarded, including forks, spoons, sporks, knives, chopsticks, other eating utensils, stirrers, drink stoppers, splash sticks, cocktail sticks, toothpicks, napkins, wet-wipes, cup sleeves, beverage trays, disposable plates, and condiment packets. "Single-use foodware" does not include straws, beverage lids, or items used to contain or package food or beverages for delivery or take-out orders.

6-5-2.Q.: SINGLE-USE FOODWARE:

1. Requirements. In connection with any delivery or take-out order of food or beverage, a food establishment may only provide single-use foodware upon request from the customer or at a self-service station. Food establishments shall provide options for customers to affirmatively request single-use foodware when ordering food and beverages for delivery or take-out across all ordering or point of sale platforms, including internet enabled applications, digital platforms, phone orders, and in-person ordering. The Village Administrator is authorized to establish, by rule, a standard sign for use by food establishments in connection with this Subsection.
2. Exceptions. This Section shall not apply to:
 - a. Single-use foodware necessary to address safety concerns, such as lids, drink stoppers, beverage trays and cup sleeves for beverages served at an average temperature in excess of 170 degrees Fahrenheit;
 - b. A food vending machine, as defined in Section 6-6-1 of the Village Code;
 - c. Any single-use foodware that is prepackaged with or attached to any food or beverage products by the manufacturer prior to receipt by the food establishment;
 - d. Any charitable food establishment;
 - e. Single-use foodware provided in connection with any food or beverage order fulfilled at a drive-through facility; and
 - f. A food establishment granted a waiver by the Village Administrator. Any waiver granted by the Village Administrator shall be reported, in writing, to the Village President and Board of Trustees.

Anyone with questions regarding the proposed change or public meeting should contact Sara Phyfer, Management Analyst and Sustainability Commission Staff Liaison at sphyfer@vrf.us or 708-714-3521.

Sincerely,

Eric Simon, Sustainability Commission Chair

Sara Phyfer, Management Analyst and Sustainability Commission Staff Liaison

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE RIVER FOREST VILLAGE CODE
REGARDING SINGLE-USE FOODWARE IN PLACES OF EATING**

WHEREAS, the Village of River Forest (“Village”), is a non-home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970; and

WHEREAS, the Village’s Comprehensive Plan declares that “[e]nvironmental sustainability is a multi-faceted principle that aims to reduce negative impacts on the environment and preserve natural resources to ensure quality of life for future generations. Often sought through dedicated initiatives, sustainability informs every component of a municipality by emphasizing that we are conscious of how we affect the world around us;” and

WHEREAS, single-use foodware, meaning items designed and intended for only one usage before being discarded, including forks, spoons, sporks, knives, chopsticks, other eating utensils, plastic straws, stirrers, drink stoppers, splash sticks, cocktail sticks, toothpicks, napkins, wet-wipes, cup sleeves, beverage trays, disposable plates, and condiment packets, but excluding paper straws, beverage lids, or items used to contain or package food or beverages for delivery or take-out orders, unnecessarily distributed in the Village generates a significant amount of waste; and

WHEREAS, single-use plastics do not readily break down in the environment, eventually becoming microplastics which are known to have harmful effects to humans, wildlife (see “Single-Use Plastics 101,” Lindwall, C. (2021), published by the Natural Resources Defense Council), and which microplastics are now found throughout the marine ecosystems in the Great Lakes (see “Summary of Literature on the Chemical Toxicity of Plastics Pollution to Aquatic Life and Aquatic-Dependent Wildlife,” Beaman, J., & Bergeron, C. (2016), published by the United States Environmental Protection Agency); and

WHEREAS, the Village’s Sustainability Commission considered the regulation of single-use foodware as set forth in this Ordinance at several meetings, on February 8, 2022, March 8, 2022, April 12, 2022 and May 10, 2022; and

WHEREAS, the Sustainability Commission sought input from Village business owners potentially affected by the regulation of single-use foodware as set forth in this Ordinance, and the business owners were invited to share their comments and attend a Sustainability Commission meeting to voice their opinions; and

WHEREAS, after considering a variety of materials available to it, including the scientific studies set forth above, the Sustainability Commission recommended that the President and Board of Trustees regulate single-use foodware as proposed in this Ordinance in order to better protect the public’s health, safety and welfare, by reducing

waste occurring from the distribution of single-use foodware except when allowed by this Ordinance; and

WHEREAS, the Village has the authority to “regulate the places where and the manner in which any beverage or food for human consumption is sold,” pursuant to 65 ILCS 5/11-20-2; and

WHEREAS, the Village has the obligation to “regulate and inspect retail food establishments in the municipality” in accordance with local ordinances and regulations, pursuant to 65 ILCS 5/11-20-16(a); and

WHEREAS, the Village has the authority to “define, prevent and abate nuisances,” pursuant to 65 ILCS 5/11-60-2; and

WHEREAS, the Village has determined that limiting the distribution of single-use foodware in the Village would reduce the amount of waste generated by single-use foodware, thereby reducing the environmental impact from such waste; and

WHEREAS, the President and Board of Trustees of the Village have determined that limiting the distribution of single-use foodware is a reasonable and necessary regulation of places where beverage or food for human consumption are sold; and

WHEREAS, the President and Board of Trustees of the Village find and declare that the unnecessary distribution of single-use foodware is a nuisance and a significant detriment to the public’s health, safety and welfare; and

WHEREAS, in order to best serve the public’s health, safety and welfare, the President and Board of Trustees of the Village desire to make certain amendments to the Village of River Forest Village Code (“Village Code”) regarding the use of single-use plastics in places of eating, as set forth below;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of River Forest, Cook County, Illinois, as follows:

SECTION 1: Incorporation. That the recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

SECTION 2: Amendments. That the Village Code is hereby amended as follows, with additions underlined:

Amendment One:

Section 6-5-1 of the Village Code, titled "Definitions," is amended as follows by adding the following definitions:

" * * *

SELF-SERVICE STATION: An area dedicated to customers taking away single-use foodware and condiments.

* * *

SINGLE-USE FOODWARE: Any eating utensil or other item to be used as part of food or beverage service that is designed and intended by the manufacturer for only one usage before being discarded, including forks, spoons, sporks, knives, chopsticks, other eating utensils, plastic straws, stirrers, drink stoppers, splash sticks, cocktail sticks, toothpicks, napkins, wet-wipes, cup sleeves, beverage trays, disposable plates, and condiment packets. "Single-use foodware" does not include paper straws, beverage lids, or items used to contain or package food or beverages for delivery or take-out orders.

* * *

Amendment Two:

Section 6-5-2.Q. of the Village Code, titled "Single-Use Foodware," is added as follows:

"1. Requirements. In connection with any delivery or take-out order of food or beverage, a food establishment may only provide single-use foodware upon request from the customer or at a self-service station. Food establishments shall provide options for customers to affirmatively request single-use foodware when ordering food and beverages for delivery or take-out across all ordering or point of sale platforms, including internet enabled applications, digital platforms, phone orders, and in-person ordering. The Village Administrator is authorized to establish, by rule, a standard sign for use by food establishments in connection with this Subsection. Providing single-use foodware contrary to these requirements is declared to be a nuisance and is detrimental to the public's health, safety and welfare.

2. Exceptions. This Section shall not apply to:

a. Single-use foodware necessary to address safety concerns, such as lids, drink stoppers, beverage trays and cup sleeves for beverages served at an average temperature greater than 170 degrees Fahrenheit;

b. A food vending machine, as defined in Section 6-6-1 of the Village Code;

c. Any single-use foodware that is prepackaged with or attached to any food or beverage products by the manufacturer prior to receipt by the food establishment;

d. Any charitable food establishment; and

e. A food establishment granted a waiver by the Village Administrator. Any waiver granted by the Village Administrator shall be reported, in writing, to the Village President and Board of Trustees.

3. Other Plastics. Businesses in the Village are encouraged to make every effort to reduce use of plastic bags, Styrofoam and excess packaging."

SECTION 3: Further Study of Single-Use Plastic Bags. That the Sustainability Commission shall study the use of single-use plastic bags in the Village and make recommendations to the President and Board of Trustees regarding regulations on such bags as a way to further protect the public's health, safety and welfare.

SECTION 4: Continuing Effect. That all parts of the Village Code not amended herein shall remain in effect.

SECTION 5: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 6: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

SECTION 7: Effectiveness. That this Ordinance shall be in full force and effect sixty (60) days after its passage and approval according to law.

PASSED this 23rd day of May, 2022 by the Village President and Board of Trustees pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 23rd day of May, 2022.

Catherine Adduci, Village President

ATTEST:

Jonathan Keller, Village Clerk