

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DU PAGE     )

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-21-74 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND CIOSEK TREE SERVICES FOR THE BRUSH COLLECTION PROGRAM (FOUR YEARS) IN AN AMOUNT NOT TO EXCEED \$180,600** Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHERE OF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 16<sup>th</sup> day of December, 2021.



Lynn Curiale, City Clerk

SEAL



**Resolution #R-21-74**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF  
WOOD DALE AND CIOSEK TREE SERVICES FOR THE BRUSH  
COLLECTION PROGRAM (FOUR YEARS) IN AN AMOUNT NOT TO  
EXCEED \$180,600**

Passed: December 16, 2021  
Published in Pamphlet Form: December 17, 2021

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the  
attached Resolution is a true and correct copy of #R-21-74

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF  
WOOD DALE AND CIOSEK TREE SERVICES FOR THE BRUSH  
COLLECTION PROGRAM (FOUR YEARS) IN AN AMOUNT NOT TO  
EXCEED \$180,600**

Passed and approved by the City Council of the City of Wood Dale on December 16,  
2021 and hereby published in pamphlet on December 17, 2021.



Lynn Curiale, City Clerk



**RESOLUTION NO. R-21-74**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND CIOSEK TREE SERVICES FOR THE BRUSH COLLECTION PROGRAM (FOUR YEARS) IN AN AMOUNT NOT TO EXCEED \$180,600**

**WHEREAS**, the City of Wood Dale (hereinafter referred to as the "City") is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

**WHEREAS**, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

**WHEREAS**, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

**WHEREAS**, the Mayor and the City Council of the City, seeks the **CIOSEK TREE SERVICES** for the **BRUSH COLLECTION PROGRAM (FOUR YEARS)**; and

**WHEREAS**, these services are necessary to maintain and promote an effective and efficient City Government; and

**WHEREAS**, after diligent review of the qualifications and services of **CIOSEK TREE SERVICES**, the Mayor and the City Council find **CIOSEK TREE SERVICES** is the most qualified firm to perform the duties sought by the City; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:**

**SECTION 1:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION 2:** The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

**SECTION 3:** The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

**SECTION 4:** That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

**SECTION 5:** That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 16<sup>th</sup> day of December, 2021.

AYES: 7

NAYS: 0

ABSENT: Alderman Sorrentino

APPROVED this 16<sup>th</sup> day of December, 2021.

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale  
Lynn Curiale, City Clerk

## ANNUAL BRUSH COLLECTION PROGRAM

### CONTRACT

This CONTRACT, made and entered into this 16th day of December, 2021, by and between the CITY OF WOOD DALE, an Illinois municipal corporation (hereinafter "City"), and Closer Tree Service, an Illinois corporation (hereinafter "Contractor");

### RECITALS

WHEREAS, the City desires to engage the Contractor to provide (hereinafter "Work"), located within the corporate limits of the City of Wood Dale; and

WHEREAS, the Contractor represents itself to be in compliance with Illinois Statutes relating to all matters affecting its status as a corporation operating as a general contractor within the State of Illinois and to have the necessary expertise and experience to furnish such services for the Work upon the terms and conditions set forth herein below:

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed by and between the City and the Contractor that:

#### I. SCOPE OF SERVICES

The Scope of Services shall be as set forth in the "Notice to Bidders", "Instructions to Bidders", "Special Instructions", "Technical Specifications", "General Requirements", "Specifications", and "Special Provisions" prepared by the City. Should there be a conflict in terms between this Contract and the other documents, which are a component part hereof, this Document shall control.

#### II. PERFORMANCE OF WORK

The Contractor shall perform all work, furnishing all materials and labor, and shall abide by the terms of this Contract and the requirements of the City. Contractor must complete, in its entirety, the project within one (1) calendar month, weather permitting, from the date the City provides Contractor with notice to proceed.

#### III. PAYMENT TO THE CONTRACTOR

For the Work, the Contractor shall be paid in accordance with the Proposal. The City shall make payments to the Contractor within 30 days after completion of the Work and upon receipt of an invoice in a format approved by the City.

#### IV. NO CO-PARTNERSHIP OR AGENCY

It is understood that nothing herein contained is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the City and the Contractor, or as constituting the Contractor as the general representative or general agent for the City for any purpose whatsoever.

V. CONTRACT DOCUMENTS

It is further understood that this Contract consists of the following documents which are hereby made a part hereof: the Notice to Bidders, Instructions to Bidders, Specifications, Special Instructions, Special Provisions, Proposal, Performance Bond, Anti-Collusion Affidavit of Compliance, Americans with Disabilities Act of 1990 Certificate, Policy Against Sexual Harassment Certificate, Hold Harmless Agreement, Anti-bid Rigging Certificate, and Drug-free Workplace Certificate.

VI. MATERIALS AND LABOR/WORKMANSHIP WARRANTY

Upon completion of the Work, and satisfactory acceptance by the City, the Contractor will provide a written one (1) year warranty covering both parts and labor/workmanship. Warranty shall include, but is not limited by this provision, that any defective material(s) and/or defective installation or workmanship will be repaired and/or replaced by Contractor at no cost to the City.

VII. SEVERABILITY

The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

VIII. HEADINGS

The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope or intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

IX. MODIFICATION OR AMENDMENT

This Contract constitutes the entire contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

XX. APPLICABLE LAW

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of the 18<sup>th</sup> Judicial Circuit Court of DuPage County, State of Illinois.

XXI. NEWS RELEASES

The Contractor may not issue any news releases without prior approval from the City Manager nor will the Contractor make public proposals developed under this Contract without prior written approval from the City Manager prior to said documentation becoming a matter of public record.

XXII. COOPERATION WITH OTHER CONTRACTORS

The Contractor shall cooperate with any other Contractors in the City's employ or any matter associated with the Work.

XXIII. NOTICES

All notices, reports and documents required under this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, addressed as follows:

If to City:

Jeffrey Mermuys  
City Manager  
404 N. Wood Dale Road  
Wood Dale, Illinois 60191

With a copy to:

Lynn Curiale  
City Clerk  
404 N. Wood Dale Road  
Wood Dale, Illinois 60191

If to Contractor:

Dave Ciosek  
21W430 Park Ave  
Lombard, IL 60148

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto on the date first above written.

CITY OF WOOD DALE:

Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST:

Lynn Curiale  
City Clerk

CONTRACTOR:

By Paul P. Ut  
Its Owner / Secretary

ATTEST:

By Janice Cross

**RETURN WITH BID**

Submitted By: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**CITY OF WOOD DALE  
DUPAGE COUNTY, ILLINOIS**

**NOTICE TO CONTRACTORS  
CONTRACT DOCUMENTS  
SPECIFICATIONS**

**FOR**

**CITY OF WOOD DALE – ANNUAL BRUSH COLLECTION PROGRAM  
November 5th, 2021**

Annunziato Pulice, Mayor

Lynn Curiale, City Clerk

Prepared By:

City of Wood Dale, Public Works  
404 N. Wood Dale Road  
Wood Dale, Illinois 60191



**CITY OF WOOD DALE  
ANNUAL BRUSH COLLECTION PROGRAM**

**NOTICE TO BIDDERS**

Sealed bids for the “**ANNUAL BRUSH COLLECTION PROGRAM**” will be received in the office of the City Clerk, City of Wood Dale, IL 60191 until 10:00 a.m. on the 29th day of November, 2021, at which time all bids will be publicly opened and read. All bids must be submitted in a sealed envelope marked in the lower left hand corner “**SEALED BID, DO NOT OPEN; PROPOSAL OF [NAME OF BIDDER] FOR THE CITY OF WOOD DALE ANNUAL BRUSH PROGRAM.**” Specifications may be obtained at the Clerk’s office or by mail/email upon request. This is not a prevailing wage project.

There will be no mandatory pre-bid but bidders are strongly encouraged to reach out with questions and discuss the program with staff.

Please contact Patrick Hastings, Assistant Public Works Director, by phone 630.787.3765, or by email at [phastings@wooddale.com](mailto:phastings@wooddale.com), with any questions regarding the bid.

All proposals must be accompanied by a bid guarantee consisting of a bid bond, a cashier's check, or certified check in the amount of not less than ten percent (10%) of the amount of the bid. Following award of the bid, the successful contractor shall submit a labor, materials, and performance bond in the amount of 25% of the lump sum bid.

Failure of the U.S. Post Office or any other messenger service to deliver the bid on time will not be the responsibility of the City of Wood Dale. The bidders accept full responsibility for timely delivery of their bids. The City of Wood Dale is not liable for any costs incurred in submitting a bid.

The City Council reserves the right to reject any or all bids and to waive any technicalities. The City of Wood Dale also reserves the right to delay the bid opening for a reasonable time and/or to make changes to the project’s specifications by means of bid addendum which will be mailed to all interested parties that have obtained bid documents.

Lynn Curiale  
City Clerk

Dated this 5th day of November 2021.



**CITY OF WOOD DALE  
ANNUAL BRUSH COLLECTION PROGRAM  
DEFINITIONS**

1. Owner - The officials, employees, and agents of the City of Wood Dale, Illinois.
2. Director - The City of Wood Dale's Director of Public Works or designee.
3. City - The geographic area of the City of Wood Dale, Illinois.
4. Contract - The agreement created by and consisting of the Contract Documents.
5. Contract Documents - The following documents including the Notice to Bidders, Definitions, General Terms and Conditions and Instructions to Bidders, Special Instructions, Proposal, Specifications, Special Provisions, Disclosure of Beneficiaries. Certifications, and attachments, together with all addenda issued prior to the award of the Contract supplementing or modifying any of those documents.
6. Contractor of General Contractor - The party contracting for the work.
7. Days - Unless otherwise stated, days as used herein will be understood to mean calendar days.
8. Completion Date - Date on which the work as described herein is to be completed, as set forth in the Contract.
9. Final Acceptance - The work shall be deemed to have been finally accepted after it has been determined that the Contractor has compiled with the Specifications and other Contract Documents.
10. Specifications - Specifications identified in the Contract.
11. Subcontractor - Secondary Contractor engaged by the Contractor.
12. Supplier - Any vendor supplying materials, equipment, or apparatus.

**CITY OF WOOD DALE  
ANNUAL BRUSH COLLECTION PROGRAM**

**GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS TO BIDDERS**

THE GENERAL RULES AND CONDITIONS THAT FOLLOW APPLY TO EACH FORMAL INVITATION TO BID ISSUED BY THE CITY OF WOOD DALE, UNLESS OTHERWISE SPECIFIED. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE TERMS, CONDITIONS, REQUIREMENTS AND SPECIFICATIONS BEFORE SUBMITTING BIDS. FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND NO RELIEF WILL BE GRANTED OR SECURED ON A PLEA OF ERROR.

INSTRUCTIONS TO BIDDERS

1. PROPOSAL FORMS HAVE BEEN FURNISHED: Proposals shall be submitted on the forms provided, properly signed in the appropriate place and submitted in a sealed envelope.
2. LATE BIDS: Bids will be opened precisely at the assigned time. Bids received after the assigned time will be rejected and returned unopened to the sender. Formal bids, amendments thereto, or requests for withdrawal of bids after the time specified for the bid opening will not be considered.
3. WITHDRAWAL OF BIDS: A written request for the withdrawal of a bid will be granted if the request is received by the City prior to the specified time of opening.
4. SUBMISSION OF BIDS: All bids are to be placed in a sealed, opaque envelope addressed to the City Clerk, City of Wood Dale, Illinois, clearly marked "**SEALED BID, DO NOT OPEN. PROPOSAL OF (NAME OF BIDDER) FOR CITY OF WOOD DALE ANNUAL BRUSH COLLECTION PROGRAM.**"
5. SIGNATURES: All signatures shall be in handwriting, and no proposal shall be considered unless properly signed by the bidder or its legally authorized agent or representative, with addresses given in the correct spaces provided in the Proposal and in accordance with the directions set forth.
6. ERRORS IN BIDS: When an error is made in extending total prices, the unit bid price will govern. Erasures, etc., must be initialed by the bidder prior to submission of the bid.
7. TIME FOR RECEIVING BIDS: Bids received prior to the time of opening will be kept secure and unopened. No responsibility will attach to the City Clerk or her representative for the premature opening of a bid not properly addressed or identified. The City Clerk or her representative, whose duty it is to open the bids, will decide when the specified time for opening has arrived, and no bid received after that time will be considered.

8. **BIDDERS PRESENT:** At the time assigned for the opening of formal bids, the bids will be opened and read aloud. Bidders are encouraged to attend all openings and to offer constructive suggestions for improvements to bid format or any way in which greater savings can be realized.
9. **NO BID RESPONSE:** In the event you cannot submit a bid on the Owner's requirements, please return the Proposal with an explanation as to why you are unable to bid and mark it "NO BID."
10. **BIDDER INTERESTED IN MORE THAN ONE BID:** Only one bid can be offered by any one vendor. A party who has quoted prices for work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work, materials, or supplies.

Unless the proposal form states that an alternate proposal is permissible, each vendor may submit only ONE proposal. If an alternate is included in the bid and it was not requested by the Owner, the first proposal seen by the Owner will be read, and the other will not be considered.

11. **CERTIFICATIONS AND DISCLOSURE OF BENEFICIARIES:** The Bidder is required to complete the forms listed above and return with the Bid Proposal. Failure to complete and return these forms may be considered sufficient reason for rejection of the bid.
12. **BID DEPOSIT & PERFORMANCE BOND:** When a bid deposit (bid guarantee) is required as indicated in the Invitation to Bid, each bid must be accompanied by a bid bond signed by a surety company authorized to do business in the State of Illinois, or by a cashier's check or certified check in an amount equal to five percent (10%) of the total bid price or the specific amount indicated in the Invitation to Bid. After award of the contract a performance bond signed by a surety company authorized to do business in the State of Illinois, or by a cashier's check or certified check in an amount equal to twenty five percent (25%) of the total bid price or the specific amount indicated in the Invitation to Bid.
13. **RETURN OF CHECKS:** The bid deposit of all except the three (3) lowest responsible, responsive bidders on each contract will be returned within fifteen (15) days after the opening of bids. The remaining bid deposits of each contract will be returned within fifteen (15) days after the City Council has awarded the contract and the required appurtenances to the contract have been received.
14. **ACCEPTANCE OF PROPOSALS:** The owner will accept, in writing, one of the proposals within sixty (60) days from the date of opening of bids, or the time specified within the specifications, unless the lowest responsible, responsive bidder extends the time of acceptance to the Owner.
15. **TAX EXEMPTION:** The City of Wood Dale is exempt from Illinois Retailers Occupational Tax (Sec. IROETA); the Illinois use tax (Sec. 3, IUTA), and the federal excise tax as an exempt entity (See. 4222, IRC). The City's Tax Exemption Identification Number is E9997-4282-03.
16. **PREVAILING WAGE:** Where applicable under Public Works contracts, the State of Illinois

requires that the general prevailing rate of wages in this locality be paid for each craft or type of work hereunder. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. If wage rates change during the course of the project, the new rate information will be available at <http://labor.illinois.gov/>. in the Wood Dale City Clerk's Office. This requirement is in accordance with Public Act 86-799.

17. CHANGE ORDER AUTHORIZATIONS: All Change Orders which authorize a net increase or decrease in the cost of the contract by \$10,000 or more or in the time of completion by 30 days or more require a written determination supporting the change, executed first by the Contractor, then by the City Council.

All Change Orders which authorize a net increase or decrease in the cost of the contract by less than \$10,000, or in the time of completion by less than 30 days, require a written determination supporting the change, executed first by the Contractor, then by the City Manager.

Requests for Change Orders must state that the circumstances said to necessitate the change were not reasonably foreseeable at the time the contract was signed and were not within the contemplation of the contract as signed.

18. EQUAL EMPLOYMENT OPPORTUNITY: In the event of the contractor's noncompliance with any provision of the Equal Employment Opportunity Act, the Americans with Disabilities Act (ADA), 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 involved as provided by statute or regulation.

19. AWARD OR REJECTION OF BIDS: The contract will be awarded to the lowest responsible, responsive bidder or any other bidder determined by the Owner to be in the best interest of the City of Wood Dale complying with all the provisions of the invitation, provided the bid price is reasonable and it is in the interest of the City to accept it. No proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Wood Dale upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City of Wood Dale, or had failed to perform faithfully any previous contract with the City of Wood Dale. The Owner reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interests of the City.

In determining responsibility, the following qualifications, in addition to price, will be considered by the Owner:

- A. The ability, capacity and skill of the bidder to perform the service required within the specified time;

- B. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
  - C. The quality of performance of previous contracts or services with the City of Wood Dale or other clients;
  - D. The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the City of Wood Dale, the bidder's employment practices and compliance with ADA requirements;
  - E. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - F. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
  - G. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
  - H. The number and scope of conditions attached to the bid; and
  - I. Such other information as may be secured by the Owner having a bearing on the decision to make the award.
20. ESTIMATED BID QUANTITIES: On "Estimated Bid Quantities," acceptance will bind the Owner to pay for, at unit bid prices, only quantities ordered and delivered. Any reference to forecasted or estimated quantities within the bidding documents is intended to inform the bidder of approximate annual requirements. The Owner may purchase as little as zero (0) percent or as much as one hundred fifty (150) percent of the forecasted or estimated quantities.
21. CONTRACTOR PAYMENTS: Contractor will be paid from funds allocated to the project. Payments will be made according to the Local Government Prompt Payment Act (50 ILCS 505).
22. GENERAL GUARANTY: Contractor agrees to save the City of Wood Dale, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, licensee, or owner.

Contractor agrees to protect the City of Wood Dale against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery.

Contractor agrees to pay for all permits, licenses, and fees; and give all notices and comply

with all laws, ordinances, and rules of the City of Wood Dale and State of Illinois.

23. ASSIGNMENT: Assignment of this contract or any part thereof, or any funds to be received thereunder by the contractor shall be subject to written approval of the Owner.
24. DEFAULT: The contract may be canceled or annulled by the Owner in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. An award made to the next low Bidder or materials/services specified may be procured on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City of Wood Dale for costs to the City in excess of the defaulted contract prices provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated in the bid, unless extended in writing by the Owner, shall constitute contract default.
25. INSURANCE: The Contractor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance

Policy shall include the following coverage types:

1. Commercial General Liability Occurrence form with the City of Wood Dale named as additional insured;
2. Owners and Contractors Protective Liability (OCP) policy with the City of Wood Dale named as additional insured;
3. Business Auto Liability Coverage;
4. Worker's Compensation as required by the Worker's Compensation Act of the State of Illinois and Employer's Liability insurance;
5. Builder Risk Property Coverage with City of Wood Dale as loss payee; and
6. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants. (Contract Specific).

B. Minimum Limits of Insurance: See attachment "A"



26. QUESTIONS OF THE BIDDER DIRECTED TO THE CITY REGARDING SPECIFICATIONS: If the question pertains to information which is provided in the specifications or the bidder is requesting a clarification of a point which is answerable within the context of the specification, the City Clerk, or designee, may refer the bidder to the location within the specification providing the information which will readily answer the contractor's question.

If the question is a request to deviate from the terms and conditions of the specification or if the bidder needs clarification that is not apparent in the specification such as an interpretation of the drawings, specifications, or the bid documents, the bidder must make such an inquiry in writing to Patrick Hastings, Assistant Public Works Director, City of Wood Dale, 720 N. Central Avenue, Wood Dale, IL 60191. Phone Number: (630)787-3765. The City Clerk will then respond in writing in the form of an addendum to the specifications to all those who receive bid packages. Only inquiries received a minimum of seven (5) working days prior to the date set for the opening of bids will be given any consideration. Oral answers will not be binding on the City of Wood Dale.

27. SPECIAL CONDITIONS: Whenever special conditions are written into the Specifications, Special Provisions, or Special Instructions which conflict with conditions stated in these General Terms and Conditions and Instructions to Bidders, the conditions stated in the Specifications, Special Provisions, or Special Instructions shall take precedence.

**ATTACHMENT “A”**  
**INSURANCE REQUIREMENTS**

<u>Type of Insurance</u>	<u>Limits of Liability</u>
General Liability: Comprehensive Form Premises – Operations Products/Completed Operations Hazard Contractual Insurance Broad Form Property Damage Independent Contractors Personal Injury Explosion and Collapse Hazard Underground Hazard	Property Damage: \$1,000,000 each occurrence  Bodily Injury: \$1,000,000 aggregate
Automobile Liability: Comprehensive Form Owned Hired Non-owned	Bodily Injury and Property Damage Combined: \$1,000,000 each occurrence
Excess Liability: Umbrella Form	Bodily Injury and Property Damage Combined: \$2,000,000 each occurrence \$2,000,000 aggregate
Worker’s Compensation and Employer’s Liability:	\$500,000 each accident

The coverage afforded the additional insureds shall be primary insurance for the additional insureds with respect to claims or suits arising out of operations performed by or on behalf of the Contractor.

If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company’s liability under the insurance policy shall not be reduced by the existence of such other insurance.

A. Workers' Compensation and Employers' Liability Coverages

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

B. All Coverages

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

C. Verification of Coverage

Contractor shall furnish the City with certificates of insurance naming the member, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on the forms provided by the City and are to be received and approved by the City before any work commences.

D. Assumption of Liability

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

E. Regulatory Requirements

Contractor bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety and Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

F. Contractor's Drug-Free Workplace Certification

Pursuant to Chapter 30, Section 580/1 of the Illinois compiled Statutes (30 ILCS 580/1) "Drug Free Workplace Act", the Contractor must certify to the contracting agency that it will provide a drug free workplace that will be included in the bid packet.

G. Sexual Harassment Policy Certification

The contractor, pursuant to Illinois compiled statutes 775 ILCS 5/2-105 (A) (4), must be in full compliance and have a written sexual harassment policy in place and provide a copy of such written policy to the Illinois Department of Human Rights upon request.

H. Indemnity/Hold Harmless

The Contractor hereby agrees to indemnify and defend the City of Wood Dale, its officers, agents, and employees and each of them, against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise (or which may be alleged to have arisen) out of or in connection with the work covered by the Agreement. The foregoing indemnity (together with Contractor's obligation to defend) shall apply unless it shall be found by a court of competent jurisdiction that such injury, death, or damage shall have been caused solely by the negligence of the City of Wood Dale, its officers and employees, or any of them. The City of Wood Dale shall be entitled to withhold from any payment otherwise due pursuant to the Agreement such amount or amounts as may be reasonably necessary to protect it against liability from any personal injury, death, or property damage resulting from the performance of the work hereunder.

**CITY OF WOOD DALE  
ANNUAL BRUSH COLLECTION PROGRAM**

**-SPECIAL INSTRUCTIONS-**

1. Return With Bid:
  - a) Cover Sheet;
  - b) Signed Proposal;
  - c) Bid guarantee consisting of a bid bond, a cashier's check, or certified check in an amount not less than ten percent (10%) of the amount of the bid;
  - d) Completed Disclosure of Beneficiaries Form;
  - e) Signed Certification Forms;
  - f) Completed References Form listing similar projects; and
  - g) Location and description of Bidder's office or permanent place of business.

# RETURN WITH BID

## CITY OF WOOD DALE ANNUAL BRUSH COLLECTION PROGRAM

### -PROPOSAL-

Honorable Mayor and City Council  
City of Wood Dale  
404 N. Wood Dale Road  
Wood Dale, IL 60191

Ladies and Gentlemen:

The undersigned does hereby state he has examined the Notice to Bidders, Instructions to Bidders, Special Instructions, General Requirements, Proposal, Sample Contract, Technical Specifications, Certifications, and all other documents, and all work shall be done in accordance with the documents contained herein.

The undersigned does hereby propose to furnish all labor, services, materials, supplies, equipment, apparatus, appliances and to do all work and pay all costs and expenses connected therein required to complete this order in accordance with the documents named in the foregoing paragraph, on the basis of the quantities of work and services actually performed and for the unit prices stated herein below.

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

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

**\*\*Continued on next page\*\***

# RETURN WITH BID

## BID SHEET

The undersigned, having become familiar with the specifications and with local conditions affecting the cost of the work, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with the City in the form included in the contract documents for the contract sum and within the contract time indicated in this bid and in accordance with other terms and conditions of the contract documents, and in so doing, to provide and furnish all the labor, equipment, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all utility and transportation services necessary to perform and complete, in a first-class manner, the entire work in conjunction with the Annual Brush Collection Program.

In accordance with the complete specifications, the following amount constitutes as a total sum of the bid:

### **ANNUAL BRUSH COLLECTION PROGRAM**

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Cost Per Collection (6 TOTAL)				
<b>Proposal TOTAL:</b>				

### ALTERNATE 1

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Cost for Additional Collection				

### ALTERNATE 2

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Hourly Cost for Emergency Collection				

## **RETURN WITH BID**

Accompanying this Proposal is a proposal guarantee in the amount of \$\_\_\_\_\_ (10%) which is hereby tendered in accordance with the requirement of the Instructions to Bidders and the Specifications and/or Special Provisions. If this proposal is accepted and the undersigned fails to execute a contract as required herein, it is hereby agreed that the proposal guarantee shall become the property of the City of Wood Dale, and shall be considered as payment of damages due to delay and other consequences suffered by the City of Wood Dale due to the failure to execute said contract.

The undersigned acknowledges receipt of addenda as follows:

Addendum, No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_

This bid is an offer which shall be considered accepted only after the Corporate Authorities authorize the execution of the contract. In the event that this proposal is accepted and an award of contract is made to the undersigned bidder, the undersigned does hereby covenant and agree to deliver to the Owner the signed and executed Contract as specified in the Instructions to Bidders and Specifications within ten (10) days after the date of such acceptance and notification thereof.

The proposal shall be binding for sixty (60) days following the bid opening date unless the bidder, upon request of the City of Wood Dale, agrees to an extension.

**THIS BID, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY, SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP, OR CORPORATION TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE CITY TO ACCEPT THE PRODUCT OR SERVICE.**



# RETURN WITH BID

The undersigned further agrees to begin work within ten (10) working days after the executions and acceptance of the Contract, and thereafter to carry on the work diligently and continuously in such manner as to insure final completion and delivery to the Owner of the entire work under contract in accordance with the provisions of the Contract and Detailed Specifications.

Witness \_\_\_\_\_ Hand(s) and Seal this \_\_\_\_ day of \_\_\_\_\_, 2021.  
my/our

If an individual, sign \_\_\_\_\_  
and give address. Address \_\_\_\_\_

If partnership, sign all \_\_\_\_\_  
individual names and Partnership Name  
give address of each partner.

Name and address of \_\_\_\_\_  
individual partners. \_\_\_\_\_  
\_\_\_\_\_

If corporation, officers duly \_\_\_\_\_  
authorized should sign, attach corporate seal. \_\_\_\_\_  
Corporate Name

ATTEST: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

-CORPORATE SEAL-

# ANNUAL BRUSH COLLECTION PROGRAM

## CONTRACT

This CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF WOOD DALE, an Illinois municipal corporation (hereinafter “**City**”), and \_\_\_\_\_, an Illinois corporation (hereinafter “**Contractor**”);

## RECITALS

WHEREAS, the City desires to engage the Contractor to provide (hereinafter “**Work**”), located within the corporate limits of the City of Wood Dale; and

WHEREAS, the Contractor represents itself to be in compliance with Illinois Statutes relating to all matters affecting its status as a corporation operating as a general contractor within the State of Illinois and to have the necessary expertise and experience to furnish such services for the Work upon the terms and conditions set forth herein below:

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed by and between the City and the Contractor that:

### I. SCOPE OF SERVICES

The Scope of Services shall be as set forth in the “Notice to Bidders”, “Instructions to Bidders”, “Special Instructions”, “Technical Specifications”, “General Requirements”, “Specifications”, and “Special Provisions” prepared by the City. Should there be a conflict in terms between this Contract and the other documents, which are a component part hereof, this Document shall control.

### II. PERFORMANCE OF WORK

The Contractor shall perform all work, furnishing all materials and labor, and shall abide by the terms of this Contract and the requirements of the City. Contractor must complete, in its entirety, the project within one (1) calendar month, weather permitting, from the date the City provides Contractor with notice to proceed.

### III. PAYMENT TO THE CONTRACTOR

For the Work, the Contractor shall be paid in accordance with the Proposal. The City shall make payments to the Contractor within 30 days after completion of the Work and upon receipt of an invoice in a format approved by the City.

### IV. NO CO-PARTNERSHIP OR AGENCY

It is understood that nothing herein contained is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the City and the Contractor, or as constituting the Contractor as the general representative or general agent for the City for any purpose whatsoever.

V. **CONTRACT DOCUMENTS**

It is further understood that this Contract consists of the following documents which are hereby made a part hereof: the Notice to Bidders, Instructions to Bidders, Specifications, Special Instructions, Special Provisions, Proposal, Performance Bond, Anti-Collusion Affidavit of Compliance, Americans with Disabilities Act of 1990 Certificate, Policy Against Sexual Harassment Certificate, Hold Harmless Agreement, Anti-bid Rigging Certificate, and Drug-free Workplace Certificate.

VI. **MATERIALS AND LABOR/WORKMANSHIP WARRANTY**

Upon completion of the Work, and satisfactory acceptance by the City, the Contractor will provide a written one (1) year warranty covering both parts and labor/workmanship. Warranty shall include, but is not limited by this provision, that any defective material(s) and/or defective installation or workmanship will be repaired and/or replaced by Contractor at no cost to the City.

VII. **SEVERABILITY**

The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

VIII. **HEADINGS**

The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope or intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

IX. **MODIFICATION OR AMENDMENT**

This Contract constitutes the entire contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

XX. **APPLICABLE LAW**

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of the 18<sup>th</sup> Judicial Circuit Court of DuPage County, State of Illinois.

XXI. **NEWS RELEASES**

The Contractor may not issue any news releases without prior approval from the City Manager nor will the Contractor make public proposals developed under this Contract without prior written approval from the City Manager prior to said documentation becoming a matter of public record.

XXII. **COOPERATION WITH OTHER CONTRACTORS**

The Contractor shall cooperate with any other Contractors in the City's employ or any matter associated with the Work.

**XXIII. NOTICES**

All notices, reports and documents required under this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, addressed as follows:

If to City:

Jeffrey Mermuys  
City Manager  
404 N. Wood Dale Road  
Wood Dale, Illinois 60191

With a copy to:

Shirley J. Siebert  
City Clerk  
404 N. Wood Dale Road  
Wood Dale, Illinois 60191

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto on the date first above written.

CITY OF WOOD DALE:

\_\_\_\_\_  
Annunziato Pulice, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CONTRACTOR:

By \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

Its \_\_\_\_\_

# RETURN WITH BID

## CITY OF WOOD DALE ANNUAL BRUSH COLLECTION PROGRAM

### **-DISCLOSURE OF BENEFICIARIES-**

In compliance with City of Wood Dale Purchasing Procedures requiring the disclosure of certain interests by persons applying for permits, licenses, approval, or benefits from the City of Wood Dale:

1. Applicant: \_\_\_\_\_  
Name

\_\_\_\_\_  
Address

2. Nature of Transaction Sought; for example, license permit approval or sale of products, services. or miscellaneous (explain miscellaneous):

\_\_\_\_\_  
\_\_\_\_\_

3. Nature of Applicant: (Please check one)

- a. Natural Person: \_\_\_\_\_
- b. Corporation: \_\_\_\_\_
- c. Land Trust/Trustee: \_\_\_\_\_
- d. Trust/Trustee: \_\_\_\_\_
- e. Partnership: \_\_\_\_\_
- f. Joint Venture: \_\_\_\_\_

4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:

\_\_\_\_\_  
\_\_\_\_\_

5. If in your answer to Section 3 you have checked Box b, c, d, or e, identify by name and address each person or entity who is a 7.5 percent shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venturer in the case of a joint venture, or who otherwise has a proprietary interest, interest-in profits and losses, or right to control such entity.

	Name	Address	Interest
--	------	---------	----------

- |    |       |       |       |
|----|-------|-------|-------|
| a. | _____ | _____ | _____ |
| b. | _____ | _____ | _____ |
| c. | _____ | _____ | _____ |

6. Name, address, and capacity of person making this disclosure on behalf of the applicant:

\_\_\_\_\_

IMPORTANT NOTE: In the event your answer to Section 5 identifies entities other than a natural person, additional disclosures are required for each such entity.

VERIFICATION

I, \_\_\_\_\_, being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

By: \_\_\_\_\_  
(Authorized Signature and Title)

Subscribed and sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

**CITY OF WOOD DALE  
ANNUAL BRUSH COLLECTION PROGRAM**

**BID CERTIFICATION FORM**

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH SECTION 33E-11  
OF ILLINOIS CRIMINAL CODE OF 1961

I/we hereby certify that \_\_\_\_\_ is not barred from bidding on this contract as the result of a violation of either Section 33E-3 or 33E-4 of this Article of the Illinois Criminal Code of 1961.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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

**INTERFERENCE WITH PUBLIC CONTRACTING - - BID RIGGING AND  
ROTATING - - KICKBACKS - - BRIBERY**

**PUBLIC ACT 85-1295  
S.B. 2002**

AN ACT to add Article 33E to the "Criminal Code of 1961", approved July 28, 1961, as amended. Be it enacted by the People of the State of Illinois, represented in the General Assembly:  
Section 1: Article 33E is added to the "Criminal Code of 1961", approved July 28, 1961, as amended, the added Article to read as follows:

**ARTICLE 33E. PUBLIC CONTRACTS**

Sec. 33E-3 Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) Provides such person or receives, from another, information be disclosed to a competitor in an independent, noncollusive submission of bids or (2) Submits a bid that is off such a price, or other material terms, that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense shall be barred for 5 years from the date of conviction from bidding on any contract offered for bid by any unit of State or local government.

Sec 33E-4. Bid rotating. A person commits the offense of bid rotating when pursuant to any collusive scheme or agreement with another. He engages in a patten over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed

bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense shall be permanently barred from bidding on public contracts in the State of Illinois.

Bidder hereby certifies:

- A. That this bid is genuine and it not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- C. That he has not solicited or induced any person, firm, or corporation to refrain from bidding.
- D. That he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the Owner.
- E. That he is not barred from bidding for this Contract as a result of a violation of Section 33E-3 or Section 33E-4 of the Illinois Criminal Code of 1961 (Ill. Rev Stat. ch. 38, Paragraph 33E-1 et seq.).

SUBMITTED: \_\_\_\_\_

DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_ (SEAL)

ADDRESS: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

(Signature and Date)

\_\_\_\_\_  
(Title)

ATTEST: \_\_\_\_\_

(Secretary)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

(Notary Public)



**CITY OF WOOD DALE  
ANNUAL BRUSH COLLECTION PROGRAM**

**CERTIFICATION**

\_\_\_\_\_ (hereinafter referred to as “Contractor”)  
having submitted a bid/proposal for \_\_\_\_\_ to the City of Wood Dale,  
DuPage County, Illinois, for \_\_\_\_\_, hereby certifies  
that:

5/2-105(A) (4) including the following information:

1. An acknowledgement of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor’s internal complaint process, including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgement of protection of a complainant against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Notary Public

**CITY OF WOOD DALE  
ANNUAL BRUSH COLLECTION PROGRAM**

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to Ill. Rev. Stat. ch. 127 paragraph 132.311 et. seq. ("Drug Free Workplace Act), the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) Abide by the terms of the statement; and
    - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) The penalties that may be imposed upon employees for drug violation.
- (c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting agency within ten (10) days after receiving notice under par (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Agent of Contractor

# RETURN WITH BID

## CITY OF WOOD DALE ANNUAL BRUSH COLLECTION PROGRAM

### CERTIFICATIONS

\_\_\_\_\_, being first duly sworn, deposes and states that he is \_\_\_\_\_ of  
(Partner, Officer, Owner, etc.)

\_\_\_\_\_,  
(Corporation / Company)

and that he is cognizant of the following statutory requirements and under penalty of perjury and certifies the following:

Anti-Collusion Affidavit of Compliance: That bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person to put in a sham bid or to refrain from bidding; and has not in any manner directly or indirectly sought by agreement or collusion or communication or conference with any person to fix the bid price element of said bid or that of any other bidder; or to secure any advantage against any other bidder or any person interested in the proposed contract.

Public Act 85-1295: That bidder is not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of P.A. 85-1295 (720ILCS 5).

Public Act 86-1039: That bidder is not barred from contracting with the City of Wood Dale because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax, or the amount of the tax (65ILCS 5/11-42.1-1).

Public Act 86-1459: That bidder will provide a drug free workplace in accordance with the Illinois Drug Free Workplace Act (30ILCS 580/2).

Illinois Human Rights Act: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Illinois Human Rights Act, together with all rules and regulations promulgated and adopted pursuant thereto (775ILCS 5/1 -101 et seq.).

Equal Employment Opportunities-Affirmative Action: That bidder is presently in compliance and agrees to comply with all applicable provisions of Equal Employment Opportunities--Affirmative Action (775ILCS 5/2-105 [A]).

Americans with Disabilities Act of 1990: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Americans with Disabilities Act of 1990 together with all rules and regulations promulgated and adopted pursuant thereto.

**INDIVIDUAL:**

Signature of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

**PARTNERSHIP:**

Partnership Name: \_\_\_\_\_

Signed By: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Insert Names and Addresses of All Partners: \_\_\_\_\_

\_\_\_\_\_

**CORPORATION:**

Corporate Name: \_\_\_\_\_

Signed By: \_\_\_\_\_

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

Business Address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Insert Names of Corporate Officers

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Attest: \_\_\_\_\_

# RETURN WITH BID

## CITY OF WOOD DALE ANNUAL BRUSH COLLECTION PROGRAM

### -REFERENCES-

Name of Bidding Firm: \_\_\_\_\_  
(Please print)

The Contractor must list three (3) references with needs similar to the City of Wood Dale for whom Contractor has supplied the materials and services for which he is bidding on this contract within the last three years. Please include name, address, telephone number, contact person, and type of work you performed for that entity.

1. Company Name/Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Work: \_\_\_\_\_

2. Company Name/Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Work: \_\_\_\_\_

3. Company Name/Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Work: \_\_\_\_\_

**CITY OF WOOD DALE  
ANNUAL BRUSH COLLECTION PROGRAM**

**GENERAL SPECIFICATIONS**

**BASE WORK:**

THE WORK TO BE COMPLETED UNDER THIS CONTRACT CONSISTS OF BRUSH & BRANCH COLLECTION AS PART OF THE ANNUAL BRUSH COLLECTION PROGRAM FOR THE CITY OF WOOD DALE.

**GENERAL SPECIFICATIONS**

The Annual Curbside Brush Collection will take place six-(6) times throughout the course of the non-winter season within the City of Wood Dale. The six-(6) weeks are as follows:

Month & Week of	2022	2023	2024	2025
April	4 <sup>th</sup>	3 <sup>rd</sup>	1 <sup>st</sup>	7 <sup>th</sup>
May	9 <sup>th</sup>	8 <sup>th</sup>	13 <sup>th</sup>	12 <sup>th</sup>
July	11 <sup>th</sup>	10 <sup>th</sup>	8 <sup>th</sup>	7 <sup>th</sup>
September	12 <sup>th</sup>	11 <sup>th</sup>	16 <sup>th</sup>	15 <sup>th</sup>
October	17 <sup>th</sup>	16 <sup>th</sup>	21 <sup>st</sup>	20 <sup>th</sup>
November	28 <sup>th</sup>	27 <sup>th</sup>	25 <sup>th</sup>	24 <sup>th</sup>

**I. Areas to be serviced:**

See enclosed maps

Residential areas within the corporate limits of the City of Wood Dale. General Boundaries are School St. and Devon Ave. to the North, Oak Meadows Dr. to the South, Il Rt. 83 to the East, and Mill Rd. to the West. Industrial Parks, town home and condominium complexes, and Township areas are not within the scope of the contract.

## II. **Scope of Work:**

The City is requesting bids from qualified Contractors to provide curbside brush collection for properties within the City of Wood Dale.

The work includes, but is not limited to, removing branches and logs from the City's Parkways or ROW, and insuring all debris are removed and both the parkway and street are clean once the brush is picked-up. Brush will be picked up in an efficient fashion in order to collect the City as expeditiously as possible. All monthly brush pick up shall be completed within five consecutive days.

For reference, the program's guidelines for residents are as follows:

Brush or trees trimmed by private contractors will not be removed.

Branches must be 2" to 8" in diameter and can be up to 15' in length. Neatly stack all branches at the curb.

Branches smaller than 2" in diameter must be securely tied into bundles with twine. Branches smaller than 2' in length must be disposed of in a waste container or yard waste bag.

Collection is for large quantities of tree branches and bushes that cannot be disposed of during weekly pickup.

No leaves will be accepted.

Large roots and dirt must be removed from any brush and put into your yard waste container.

The work will commence on the dates listed above beginning in April 2022 and continue through November 2022, and repeat the next three seasons until the four year contract period has been fulfilled in November of 2025. There will be six collections each year taking place in April, May, July, September, October, and November according to the dates above. The City reserves the right to add an additional seventh collection date at its discretion.

## III. **Liquidated Damages:**

Monthly pickups taking longer than five (5) days, unless prior authorization is given by the Director of Public Works, will be subject to Liquidated Damages in the amount of five hundred dollars (\$500.00) a day for every day exceeding five (5) days. Special consideration will be generally given for weather or unusually large amounts of brush as deemed by the City. Consideration will not be granted for equipment or contractor related issues.

**IV. Employee Conduct / Quality of Performance:**

The Contractor shall undertake all curbside brush collection services rendered herein in a clean, orderly, and efficient manner and use due care and diligence in the performance of the Contract. Neat, orderly, and courteous employees shall be provided. Employees shall be attired in company logos.

**V. Supervision of the Contractor:**

- The Contractor guarantees that a supervisor will be on site every working day to address any questions and concerns of residents or by City staff.
- There must be at least one working supervisor on-site who speaks and understands English fluently while all collections are being performed.
- The Contractor shall contact the Public Works Department on a daily basis and advise which section of the City they will be collecting that day.
- The Contractor shall provide a daily written status of sections completed to the City, via a GIS or similar geographical depiction illustrating the areas completed on specified days and times.

**VI. Additional Requested Services:**

- The Contractor shall be capable of temporarily providing additional service and/or increased frequency of service as determined by the Public Works Director, or their designee. Additional services shall be paid by hourly rate as indicated in the contract.

**VII. Contractor's Responsibility for the Work:**

The Contractor is solely responsible for the methods and manner of accomplishing safe work under this agreement including following OSHA and IDOL regulations and requirements. The Contractor shall comply with all applicable Federal, State, Municipal laws, ordinances, rules and regulations.

**VIII. Public Safety and Convenience:**

- The Contractor shall conduct his or her work so as to insure the least possible interference with the use and operation of the customer's residence. The convenience for the General Public and the Occupants of land and buildings along the adjoining parkway or ROW collection are of prime importance and shall be provided for by the Contractor.



- The Contractor shall also be responsible for the damage or destruction of property and character resulting from neglect, misconduct, or omission in his manner or method of execution or non-execution of the work. Whenever public or private property is so damaged or destroyed, the Contractor shall at his own expense, restore such property to a condition at minimum equal to that before such damage or injury was done.

**IX. Hours of Operation**

7:00am to 4:00pm Monday through Friday, unless approved by the City.

**X. Disposal of Debris:**

Brush, chips, and all other debris shall be removed from the site at the end of the each day and legally disposed of at the expense of the Contractor. The Contractor shall abide by the State of Illinois Department of Agriculture Emerald Ash Borer Compliance Agreement.

**XI. Safe Use of Equipment:**

All equipment shall be used in a safe manner by the Contractor's employees.

1. All guards and shields shall remain in place to protect the worker and the public.
2. Chip in such a manner that any debris is thrown away from a person or persons nearby.

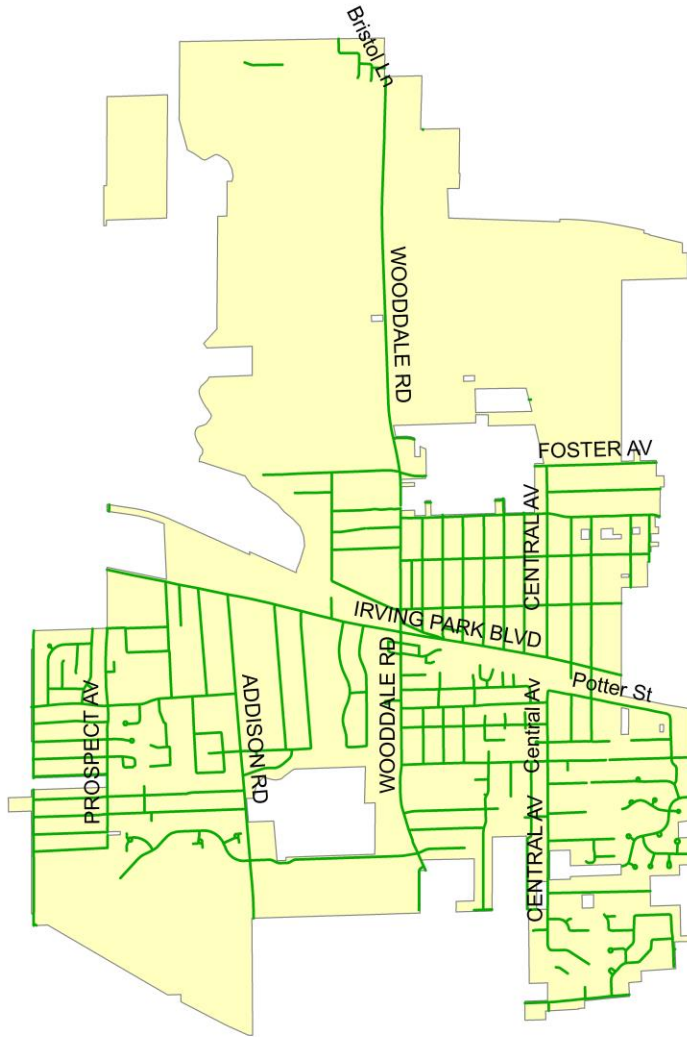
**Special Note: Failure to comply with this section in particular can result in termination of the contract.**

**XII. Equipment Condition:**

Equipment shall be kept in good, safe operating condition with sharp blades. Equipment shall be kept in such a condition that fluids and/or oil does not leak onto surfaces.

## TRAFFIC CONTROL

- A. Protect and maintain traffic by the proper use of barricades, warning lights, flares, and necessary traffic control and safety devices, conforming to federal, state, and local regulations regarding their use.
- B. Use forms of traffic control on public roadways required by the construction operations in accordance with the “Manual on Uniform Traffic Control Devices for Streets and Highways”, Articles 107.09 and 107.14 of the IDOT “Standard Specifications”, and the “Highway Standards”.
- C. Unless the Contractor has obtained written permission from the City to temporarily close any street, alley, or other traveled way, keep such traveled way open to traffic on the existing pavement.
- D. Maintain alternating one-way traffic from opposing directions during work hours. At all other times, provide sufficient width within existing shoulders or curbs to permit one lane of traffic in each direction.
- E. Ensure that all barricades, warning signs, lights, and other devices are Operational 24 hours each day.
  - 1. In the event of severe weather conditions, provide any additional personnel necessary to properly maintain traffic control devices.
- F. Provide access to private driveways at all times.
  - 1. Keep driveway closure times to an absolute minimum.
  - 2. Warn homeowners 24 hours in advance of a driveway closure, and again just prior to the closing to allow homeowners to move their vehicles.
  - 3. Maintain access for emergency vehicles at all times.
- G. Provide access to commercial or industrial driveways at all times.
  - 1. Keep driveway closure times to an absolute minimum.
  - 2. If two driveway entrances exist, keep one driveway open at all times.
  - 3. Establish schedule for driveway closures with commercial or industrial establishments that will not obstruct passage of employees or customers during heavy use period.
  - 4. Maintain access for emergency vehicles at all times.
- H. The costs for traffic control will be considered incidental to the Contract and no additional compensation will be allowed.



**THIS IS A GENERAL OVERVIEW MAP TO SHOW THE SCOPE OF THE COLLECTIONS TO BE PERFORMED, A MORE DETAILED ADDRESS MAP CAN BE PROVIDED UPON REQUEST**

**RETURN WITH BID**

Submitted By: Dave Ciosek  
Company Name: Ciosek Tree Service  
Contact Person: Dave Ciosek  
Address: 210430 Park Ave  
City, State, Zip: Lombard IL 60148  
Telephone: 630-624-6301  
Fax: \_\_\_\_\_

**CITY OF WOOD DALE  
DUPAGE COUNTY, ILLINOIS**

**NOTICE TO CONTRACTORS  
CONTRACT DOCUMENTS  
SPECIFICATIONS**

**FOR**

**CITY OF WOOD DALE – ANNUAL BRUSH COLLECTION PROGRAM  
November 5th, 2021**

Annunziato Pulice, Mayor

Lynn Curiale, City Clerk

**Prepared By:**

City of Wood Dale, Public Works  
404 N. Wood Dale Road  
Wood Dale, Illinois 60191

# RETURN WITH BID

## CITY OF WOOD DALE ANNUAL BRUSH COLLECTION PROGRAM

### -PROPOSAL-

Honorable Mayor and City Council  
City of Wood Dale  
404 N. Wood Dale Road  
Wood Dale, IL 60191

Ladies and Gentlemen:

The undersigned does hereby state he has examined the Notice to Bidders, Instructions to Bidders, Special Instructions, General Requirements, Proposal, Sample Contract, Technical Specifications, Certifications, and all other documents, and all work shall be done in accordance with the documents contained herein.

The undersigned does hereby propose to furnish all labor, services, materials, supplies, equipment, apparatus, appliances and to do all work and pay all costs and expenses connected therein required to complete this order in accordance with the documents named in the foregoing paragraph, on the basis of the quantities of work and services actually performed and for the unit prices stated herein below.

Name of Company: Ciosek Tree Service

Address: 21W430 Park Avenue

City, State, Zip: Lombard IL 60148

Signed: [Signature] Date: 11-26-21

Title: Owner/Secretary

**\*\*Continued on next page\*\***

# RETURN WITH BID

## BID SHEET

The undersigned, having become familiar with the specifications and with local conditions affecting the cost of the work, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with the City in the form included in the contract documents for the contract sum and within the contract time indicated in this bid and in accordance with other terms and conditions of the contract documents, and in so doing, to provide and furnish all the labor, equipment, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all utility and transportation services necessary to perform and complete, in a first-class manner, the entire work in conjunction with the Annual Brush Collection Program.

In accordance with the complete specifications, the following amount constitutes as a total sum of the bid:

### **ANNUAL BRUSH COLLECTION PROGRAM**

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Cost Per Collection (6 TOTAL)	6,300.00	6,400.00	6,500.00	6,600.00
<b>Proposal TOTAL:</b>	37,800.00	38,400.00	39,000.00	39,600.00

### ALTERNATE 1

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Cost for Additional Collection	6,300.00	6,400.00	6,500.00	6,600.00

### ALTERNATE 2

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Hourly Cost for Emergency Collection	335.00	335.00	335.00	335.00

**RETURN WITH BID**

Accompanying this Proposal is a proposal guarantee in the amount of \$ 3,780.00 (10%) which is hereby tendered in accordance with the requirement of the Instructions to Bidders and the Specifications and/or Special Provisions. If this proposal is accepted and the undersigned fails to execute a contract as required herein, it is hereby agreed that the proposal guarantee shall become the property of the City of Wood Dale, and shall be considered as payment of damages due to delay and other consequences suffered by the City of Wood Dale due to the failure to execute said contract.

The undersigned acknowledges receipt of addenda as follows:

Addendum, No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_

This bid is an offer which shall be considered accepted only after the Corporate Authorities authorize the execution of the contract. In the event that this proposal is accepted and an award of contract is made to the undersigned bidder, the undersigned does hereby covenant and agree to deliver to the Owner the signed and executed Contract as specified in the Instructions to Bidders and Specifications within ten (10) days after the date of such acceptance and notification thereof.

The proposal shall be binding for sixty (60) days following the bid opening date unless the bidder, upon request of the City of Wood Dale, agrees to an extension.

THIS BID, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY, SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP, OR CORPORATION TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE CITY TO ACCEPT THE PRODUCT OR SERVICE.

**RETURN WITH BID**

The undersigned further agrees to begin work within ten (10) working days after the executions and acceptance of the Contract, and thereafter to carry on the work diligently and continuously in such manner as to insure final completion and delivery to the Owner of the entire work under contract in accordance with the provisions of the Contract and Detailed Specifications.

Witness my Hand(s) and Seal this 26 day of November, 2021.  
my/our

If an individual, sign \_\_\_\_\_  
and give address. Address \_\_\_\_\_

If partnership, sign all individual names and give address of each partner. \_\_\_\_\_  
Partnership Name

Name and address of individual partners. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If corporation, officers duly authorized should sign, attach corporate seal. Ciosek Tree Service  
Corporate Name

ATTEST: David Ciosek  
Address: 2110430 Park Avenue Lombard  
By: [Signature]  
Secretary

-CORPORATE SEAL-



## ANNUAL BRUSH COLLECTION PROGRAM

### CONTRACT

This CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF WOOD DALE, an Illinois municipal corporation (hereinafter "City"), and Closek Tree Service, an Illinois corporation (hereinafter "Contractor");

### RECITALS

WHEREAS, the City desires to engage the Contractor to provide (hereinafter "Work"), located within the corporate limits of the City of Wood Dale; and

WHEREAS, the Contractor represents itself to be in compliance with Illinois Statutes relating to all matters affecting its status as a corporation operating as a general contractor within the State of Illinois and to have the necessary expertise and experience to furnish such services for the Work upon the terms and conditions set forth herein below:

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed by and between the City and the Contractor that:

#### I. SCOPE OF SERVICES

The Scope of Services shall be as set forth in the "Notice to Bidders", "Instructions to Bidders", "Special Instructions", "Technical Specifications", "General Requirements", "Specifications", and "Special Provisions" prepared by the City. Should there be a conflict in terms between this Contract and the other documents, which are a component part hereof, this Document shall control.

#### II. PERFORMANCE OF WORK

The Contractor shall perform all work, furnishing all materials and labor, and shall abide by the terms of this Contract and the requirements of the City. Contractor must complete, in its entirety, the project within one (1) calendar month, weather permitting, from the date the City provides Contractor with notice to proceed.

#### III. PAYMENT TO THE CONTRACTOR

For the Work, the Contractor shall be paid in accordance with the Proposal. The City shall make payments to the Contractor within 30 days after completion of the Work and upon receipt of an invoice in a format approved by the City.

#### IV. NO CO-PARTNERSHIP OR AGENCY

It is understood that nothing herein contained is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the City and the Contractor, or as constituting the Contractor as the general representative or general agent for the City for any purpose whatsoever.

V. CONTRACT DOCUMENTS

It is further understood that this Contract consists of the following documents which are hereby made a part hereof: the Notice to Bidders, Instructions to Bidders, Specifications, Special Instructions, Special Provisions, Proposal, Performance Bond, Anti-Collusion Affidavit of Compliance, Americans with Disabilities Act of 1990 Certificate, Policy Against Sexual Harassment Certificate, Hold Harmless Agreement, Anti-bid Rigging Certificate, and Drug-free Workplace Certificate.

VI. MATERIALS AND LABOR/WORKMANSHIP WARRANTY

Upon completion of the Work, and satisfactory acceptance by the City, the Contractor will provide a written one (1) year warranty covering both parts and labor/workmanship. Warranty shall include, but is not limited by this provision, that any defective material(s) and/or defective installation or workmanship will be repaired and/or replaced by Contractor at no cost to the City.

VII. SEVERABILITY

The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

VIII. HEADINGS

The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope or intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

IX. MODIFICATION OR AMENDMENT

This Contract constitutes the entire contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

XX. APPLICABLE LAW

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of the 18<sup>th</sup> Judicial Circuit Court of DuPage County, State of Illinois.

XXI. NEWS RELEASES

The Contractor may not issue any news releases without prior approval from the City Manager nor will the Contractor make public proposals developed under this Contract without prior written approval from the City Manager prior to said documentation becoming a matter of public record.

XXII. COOPERATION WITH OTHER CONTRACTORS

The Contractor shall cooperate with any other Contractors in the City's employ or any matter associated with the Work.

XXIII. NOTICES

All notices, reports and documents required under this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, addressed as follows:

If to City:

Jeffrey Mermuys  
City Manager  
404 N. Wood Dale Road  
Wood Dale, Illinois 60191

With a copy to:

Shirley J. Siebert  
City Clerk  
404 N. Wood Dale Road  
Wood Dale, Illinois 60191

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto on the date first above written.

CITY OF WOOD DALE:

ATTEST:

\_\_\_\_\_  
Annunziato Pulice, Mayor

\_\_\_\_\_  
City Clerk

CONTRACTOR:

ATTEST:

By Paul P. [Signature]

By [Signature]

Its Owner / Secretary

# RETURN WITH BID

## CITY OF WOOD DALE ANNUAL BRUSH COLLECTION PROGRAM

### -DISCLOSURE OF BENEFICIARIES-

In compliance with City of Wood Dale Purchasing Procedures requiring the disclosure of certain interests by persons applying for permits, licenses, approval, or benefits from the City of Wood Dale:

1. Applicant: Ciosek Tree Service  
Name

21W430 Park Avenue Lombard  
Address

2. Nature of Transaction Sought; for example, license permit approval or sale of products, services, or miscellaneous (explain miscellaneous):

D.C. ~~Tree~~ Brush Services

3. Nature of Applicant: (Please check one)

- a. Natural Person:
- b. Corporation:
- c. Land Trust/Trustee:
- d. Trust/Trustee:
- e. Partnership:
- f. Joint Venture:

4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:

\_\_\_\_\_

\_\_\_\_\_

5. If in your answer to Section 3 you have checked Box b, c, d, or e, identify by name and address each person or entity who is a 7.5 percent shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venturer in the case of a joint venture, or who otherwise has a proprietary interest, interest-in profits and losses, or right to control such entity.

	Name	Address	Interest
a.	<u>Joseph Ciosek</u>	<u>3N248 Bruce, Addison</u>	<u>50%</u>
b.			
c.	<u>David Ciosek</u>	<u>21W430 Park Ave Lombard</u>	<u>50%</u>

6. Name, address, and capacity of person making this disclosure on behalf of the applicant:

David Ciosek, 21W430 Park Ave., Lombard - Owner/Secretary

IMPORTANT NOTE: In the event your answer to Section 5 identifies entities other than a natural person, additional disclosures are required for each such entity.

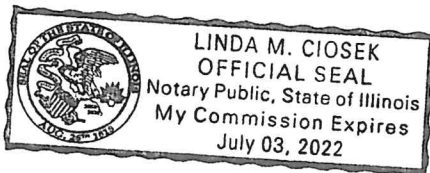
VERIFICATION

I, David Ciosek, being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

By: [Signature]  
(Authorized Signature and Title)

Subscribed and sworn to before me this 26<sup>th</sup> day  
of November, 2021.

[Signature]  
Notary Public



**CITY OF WOOD DALE  
ANNUAL BRUSH COLLECTION PROGRAM**

**BID CERTIFICATION FORM**

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH SECTION 33E-11  
OF ILLINOIS CRIMINAL CODE OF 1961

I/we hereby certify that Ciosek Tree Service is not barred from bidding on this contract as the result of a violation of either Section 33E-3 or 33E-4 of this Article of the Illinois Criminal Code of 1961.

Signed: Daniel P. Ciosek

Date: 11-23-21

Title: Owner/Secretary

**INTERFERENCE WITH PUBLIC CONTRACTING -- BID RIGGING AND  
ROTATING -- KICKBACKS -- BRIBERY**

**PUBLIC ACT 85-1295  
S.B. 2002**

AN ACT to add Article 33E to the "Criminal Code of 1961", approved July 28, 1961, as amended. Be it enacted by the People of the State of Illinois, represented in the General Assembly: Section 1: Article 33E is added to the "Criminal Code of 1961", approved July 28, 1961, as amended, the added Article to read as follows:

**ARTICLE 33E. PUBLIC CONTRACTS**

Sec. 33E-3 Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) Provides such person or receives, from another, information be disclosed to a competitor in an independent, noncollusive submission of bids or (2) Submits a bid that is off such a price, or other material terms, that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense shall be barred for 5 years from the date of conviction from bidding on any contract offered for bid by any unit of State or local government.

Sec 33E-4. Bid rotating. A person commits the offense of bid rotating when pursuant to any collusive scheme or agreement with another. He engages in a patten over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed

bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense shall be permanently barred from bidding on public contracts in the State of Illinois.

Bidder hereby certifies:

- A. That this bid is genuine and it not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- C. That he has not solicited or induced any person, firm, or corporation to refrain from bidding.
- D. That he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the Owner.
- E. That he is not barred from bidding for this Contract as a result of a violation of Section 33E-3 or Section 33E-4 of the Illinois Criminal Code of 1961 (Ill. Rev Stat. ch. 38, Paragraph 33E-1 et seq.).

SUBMITTED: \_\_\_\_\_

DATE: 11/26/21

FIRM NAME: Ciosek Tree Service

(SEAL)

ADDRESS: 2110430 Park Avenue, Lombard

SIGNED BY: [Signature]

(Signature and Date)

Owner / Secretary

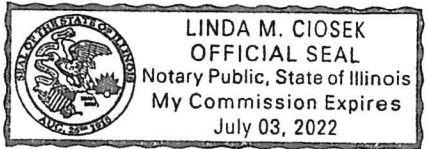
(Title)

ATTEST: [Signature]

(Secretary)

Subscribed and sworn to before me this 26<sup>th</sup> day of November 2021.

(Notary Public)



CITY OF WOOD DALE  
ANNUAL BRUSH COLLECTION PROGRAM

CERTIFICATION

Ciosek Tree Service (hereinafter referred to as "Contractor")  
having submitted a bid/proposal for Brush Pick-Up to the City of Wood Dale,  
DuPage County, Illinois, for Services, hereby certifies  
that:

5/2-105(A) (4) including the following information:

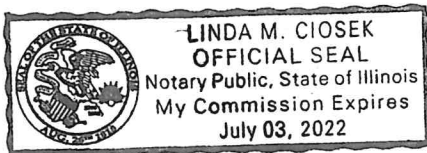
1. An acknowledgement of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process, including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgement of protection of a complainant against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By:   
Authorized Agent of Contractor

Subscribed and sworn to before me on this 26<sup>th</sup> day of November 2021.

  
Notary Public






**CITY OF WOOD DALE  
ANNUAL BRUSH COLLECTION PROGRAM**

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to Ill. Rev. Stat. ch. 127 paragraph 132.311 et. seq. ("Drug Free Workplace Act), the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) Abide by the terms of the statement; and
    - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) The penalties that may be imposed upon employees for drug violation.
- (c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting agency within ten (10) days after receiving notice under par (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

Dated: 11-26-21

By:   
Authorized Agent of Contractor

# RETURN WITH BID

## CITY OF WOOD DALE ANNUAL BRUSH COLLECTION PROGRAM

### CERTIFICATIONS

David Ciosek, being first duly sworn, deposes and states that he is Owner of \_\_\_\_\_ (Partner, Officer, Owner, etc.)  
Ciosek Tree Service,  
(Corporation / Company)

and that he is cognizant of the following statutory requirements and under penalty of perjury and certifies the following:

Anti-Collusion Affidavit of Compliance: That bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner directly or indirectly sought by agreement or collusion or communication or conference with any person to fix the bid price element of said bid or that of any other bidder; or to secure any advantage against any other bidder or any person interested in the proposed contract.

Public Act 85-1295: That bidder is not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of P.A. 85-1295 (720ILCS 5).

Public Act 86-1039: That bidder is not barred from contracting with the City of Wood Dale because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax, or the amount of the tax (65ILCS 5/11-42.1-1).

Public Act 86-1459: That bidder will provide a drug free workplace in accordance with the Illinois Drug Free Workplace Act (30ILCS 580/2).

Illinois Human Rights Act: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Illinois Human Rights Act, together with all rules and regulations promulgated and adopted pursuant thereto (775ILCS 5/1 -101 et seq.).

Equal Employment Opportunities-Affirmative Action: That bidder is presently in compliance and agrees to comply with all applicable provisions of Equal Employment Opportunities--Affirmative Action (775ILCS 5/2-105 [A]).

Americans with Disabilities Act of 1990: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Americans with Disabilities Act of 1990 together with all rules and regulations promulgated and adopted pursuant thereto.

**INDIVIDUAL:**

Signature of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

**PARTNERSHIP:**

Partnership Name: \_\_\_\_\_

Signed By: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Insert Names and Addresses of All Partners: \_\_\_\_\_

**CORPORATION:**

Corporate Name: Ciosek Tree Service

Signed By: Del P. Ciosek

Title: Owner

Business Address: 210430 Park Avenue, Lombard, IL

Business Phone Number: 630-624-6301

Insert Names of Corporate Officers

President: Joseph Ciosek

Secretary: David Ciosek

Treasurer: \_\_\_\_\_

Attest: \_\_\_\_\_

# RETURN WITH BID

## CITY OF WOOD DALE ANNUAL BRUSH COLLECTION PROGRAM

### -REFERENCES-

Name of Bidding Firm: Ciosek Tree Service  
(Please print)

The Contractor must list three (3) references with needs similar to the City of Wood Dale for whom Contractor has supplied the materials and services for which he is bidding on this contract within the last three years. Please include name, address, telephone number, contact person, and type of work you performed for that entity.

1. Company Name/Municipality: Village of Itasca  
Address: 411 N. Prospect, Itasca  
Phone: 630-805-2895  
Contact Person: Forester  
Type of Work: Cycle Trimming + Removals

2. Company Name/Municipality: City of Northlake  
Address: 55 E. North Avenue, Northlake  
Phone: 708-343-8700  
Contact Person: Forester  
Type of Work: Brush Pick-Up, Tub Grinding

3. Company Name/Municipality: Village of Bloomingdale  
Address: 305 Glen Ellyn Rd, Bloomingdale  
Phone: 630-671-5804  
Contact Person: \_\_\_\_\_  
Type of Work: Village Trimming, removals, tub grinding