

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-24-26 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND CHEM-WISE ECOLOGICAL PEST MANAGEMENT FOR THE FY 2025 RAT MITIGATION PROGRAM IN AN AMOUNT NOT TO EXCEED \$5,650** 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 16th day of May, 2024.



Lynn Curiale, City Clerk



Resolution #R-24-26

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF
WOOD DALE AND CHEM-WISE ECOLOGICAL PEST MANAGEMENT FOR
THE FY 2025 RAT MITIGATION PROGRAM IN AN AMOUNT NOT TO
EXCEED \$5,650**

Passed: May 16, 2024
Published in Pamphlet Form: May 17, 2024

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-24-26

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF
WOOD DALE AND CHEM-WISE ECOLOGICAL PEST MANAGEMENT FOR
THE FY 2025 RAT MITIGATION PROGRAM IN AN AMOUNT NOT TO
EXCEED \$5,650**

Passed and approved by the City Council of the City of Wood Dale on May 16, 2024 and
hereby published in pamphlet on May 17, 2024.



A handwritten signature in cursive script that reads "Lynn Curiale".

Lynn Curiale, City Clerk

RESOLUTION NO. R-24-26

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND CHEM-WISE ECOLOGICAL PEST MANAGEMENT FOR THE FY 2025 RAT MITIGATION PROGRAM IN AN AMOUNT NOT TO EXCEED \$5,650

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 **CHEM-WISE ECOLOGICAL PEST MANAGEMENT** for the **FY 2025 RAT MITIGATION PROGRAM**; 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 **CHEM-WISE ECOLOGICAL PEST MANAGEMENT**, the Mayor and the City Council find **CHEM-WISE ECOLOGICAL PEST MANAGEMENT** 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 16th day of May, 2024.

AYES: 6

NAYS: 0

ABSENT: Ald. Susmarski, Alderwoman Ames

APPROVED this 16th day of May, 2024.

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale
Lynn Curiale, City Clerk

**CITY OF WOOD DALE
FY 2025 RAT MITIGATION
PROGRAM**

CONTRACT

This CONTRACT, made and entered into this 16th day of May, 2024, by and between the CITY OF WOOD DALE, an Illinois municipal corporation (hereinafter “City”), and CHEM-WISE ECOLOGICAL PEST MANAGEMENT, an Illinois corporation (hereinafter “Contractor”);

RECITALS

WHEREAS, the City desires to engage the Contractor to provide services (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 “Request for Proposals” 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.

III. TERM

This contract shall take effect upon the date of approval by the City Council and continue for a term of one (1) year.

IV. RENEWAL

At the end of the one (1) year term, and each subsequent term thereafter, and by mutual agreement of the parties, this contract may be extended for an additional one (1) year term. Prior to each term expiring, the Contractor shall submit updated pricing for the

Work for acceptance by the City. The City reserves the right to request other proposals from qualified contractors or to request a change in the scope of work for which the Contractor may alter their pricing. Should the Contractor no longer be able to provide the requested services for subsequent terms, the Contractor shall notify the City in writing prior to expiration of the Contract.

V. 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.

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

VI. 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.

VII. CONTRACT DOCUMENTS

It is further understood that this Contract consists of the following documents which are hereby made a part hereof: the City’s Request for Proposals, the Contractor’s Proposal, Performance Bond, Maintenance 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.

VIII. 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.

IX. 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.

X. 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 18th 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:

(Space intentionally left blank)

If to City:

With a copy to:

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

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

If to Contractor:

John Oeters
Branch Manager - Chem-Wise
350 Bennett Rd.
Elk Grove Village, IL, 60007

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
Annunziato Pulice, Mayor

Lynn Curiale
Lynn Curiale, City Clerk

CONTRACTOR:

ATTEST:

By John Oeters
Its Branch Manager

By Clare [Signature]

Pest Mitigation Information

Mitigation efforts regarding rodent issue in targeted areas in Wood Dale.

Initial Service – Phase 1

Chem-Wise proposes initial services of the following problem areas:

Central Ave, Catalpa Ave, Oak Ave, Elmwood Ave, and Walnut Ave, and Maple Ave.

Installation of four weighted rodent stations along the alley near the fenced areas; these stations would be monitored monthly, with appropriate follow-up.

Cedar Ave

Place exterior stations and work with business owners regarding their pest control program.

Division St

Installation of four to eight bait stations in public areas, monitor monthly and follow-up appropriately.

The following actions are recommended:

Local Business Owners

- Clean up all garbage adjacent to business.
- Secure dumpster lids to prevent access.
- Take measures to exclude rodents from the property.
 - Installing door sweeps.
 - Sealing/repairing any cracks or gaps in the building's exterior.
 - Having a regular pest control program for both interior and exterior of the business.

City of Wood Dale

- Assist in cleaning the alleyway behind the businesses.
- Take measures to control weed growth and general overgrowth.
- Set up ongoing monitoring services with a pest control company for impacted areas.
- Help increase residential and commercial awareness in nearby areas on how to prevent rodent based issues.

Pest Control Company

- Install rodent bait stations around the impacted areas.
- Inspect all areas for burrows and other potential sources of rodents.
- Regularly monitor all bait stations and other activity sources.

The initial investment for Phase 1 is approximately \$1,200 with a monthly maintenance cost of \$300.

Cost-Share Program – Phase 2

To assist with rodent mitigation city-wide, the City can enter into an agreement with Chem-Wise Pest Management for a cost-share program.

In the event a resident/business is experiencing an issue with rodents, the City can offer the following program:

Initial inspection and treatment of the property with the installation of one exterior station. The treatment plan would include two months of follow-up services as needed.

Cost to Resident/Business: \$70

Cost to City: \$70

An application and general requirements will need to be created. The [Village of Skokie's rat control program](#) is comprehensive and provides a template that can be modified for the City of Wood Dale.

Additional Resources

Provide residents and businesses additional resources on rodent control. DuPage County has some good information; additional information can be included on the City of Wood Dale's website.

[DuPage County](#)