



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

AGENDA

REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE TO BE HELD ON MONDAY, JULY 8, 2013, AT 6:00 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES – June 10, 2013 Regular Meeting of the Municipal Services Committee
4. REPORT – Bid Results: Tree and Stump Removal Services Contract (EAB Management Plan)
5. DISCUSSION – Purchase of Replacement Psion Handheld Programming Device – Water Reading System
6. REPORT – Municipal Services Department:
 - a. June Monthly Permit Activity Report
 - b. Water System Pumpage Report
 - c. May Monthly Mosquito Abatement Report
7. VISITOR'S BUSINESS
(Public comment is limited to three minutes per person)
8. COMMUNICATIONS
9. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL
SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY,
JUNE 10, 2013 IN THE VILLAGE HALL, 7760 QUINCY STREET, IN THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Mistele called the meeting to order at 6:00 PM.

2. ROLL CALL

Those present at roll call were Chairman Mike Mistele, Trustee Suzanne Berglund, and Administrator Tim Halik. Absent: None.

3. APPROVAL OF MINUTES

After review of the draft minutes from the May 13, 2013 Regular Meeting of the Municipal Services Committee, Chairman Mistele made a motion to approve the minutes as presented. Trustee Berglund seconded the motion. Motion carried.

4. DISCUSSION – Emerald Ash Borer (EAB) Management Plan - Status Update

Administrator Halik advised the Committee that the Village is currently out-to-bid for Tree and Stump Removal Services as part of our Emerald Ash Borer Management Plan. The scope of work of this bid includes the removal of approximately 239 identified trees located on Village right-of-ways, park property, and other Village owned facilities and premises. The public bid opening for this project will be held on June 26th, and a contract potentially awarded at the July 8th Village Board meeting. Halik advised that after distributing the legal notice for this public bid, and quite unexpectedly, IDOT took a position on the question of applicability of the Illinois Prevailing Wage Act to projects such as this. Halik advised that their final position, which is good news for the Village, is that landscape maintenance projects such as ours are not required to comply with the Act provided the bid document clearly identifies this. Therefore, in order to comply, on May 29th staff issued Addendum One to the bid clarifying that the work does not fall under the coverage of the Act. Halik shared that staff is also beginning to develop a separate Tree Planting and Mulching Services bid document, again with the assistance of our forestry consultant, Natural Path. Once completed, this separate public bid will be sent out to seek competitive bids for replanting the approximate 239 trees which will be removed in accordance with the first contract. As part of the planting project, the Village must obtain the replacement trees. So, we have made arrangements with Hinsdale Nursery to purchase 109 replacement trees which will be held for us until the fall season. This action was necessary due to the fact that the species of trees purchased are typically only recommended to be dug from the nursery yard in the spring. Hinsdale Nursery also offered the Village a substantial discount on these trees, and will hold them for us free of charge. Lastly, Halik advised that staff is continuing to develop a resident information packet so citizens are informed of tree removal work scheduled on adjacent Village property. The intent would be that residents are well aware of the project before the actual tree removal work begins. As part of this notice initiative, residents will be afforded an opportunity to provide feedback on the preferred species of tree to be replanted. They will be able to access the internet to view images of adult trees of various species to determine their preference. However, to ensure a variety of tree species make up of Village stock of trees, the Village will have final authority on determining how many of each species will be planted. Chairman Mistele asked whether

multiple contractors plan on bidding on the contract currently out for bid. Administrator Halik responded that he hopes so, but did receive concerns from potential bidders regarding the private participation component of the bid. Their concern is that if there were access issues, such as a tree located in a fenced in rear yard where no vehicles could get to it, this would create much extra work for the contractor. Depending on their bid price for the private work, they could potentially lose money. Halik advised that he was considering issuing another Addendum containing a statement that if the Village agreed that there were reasonable access issues in removing a tree on private property, we could relinquish the contractor's obligation to perform the work at the bid price and the contractor could negotiate directly with the property owner on a price to perform the removal service. Chairman Mistele suggested that perhaps we limit the area in which the private removal work would be done, such as within the front yard setback only. Trustee Berglund stated that may be a better option, rather than putting Village staff in the middle of a potential issue. Halik stated that he would consider options, but did want to issue an Addendum to address the matter to ensure contractors would bid on the private participation work.

5. REPORT – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for May showing that we have taken in about \$21,000 in permit revenue for the month. Halik advised that this is the first month of the 2013/14 fiscal year. We have taken in about 14% of our anticipated FY2013/14 budgeted revenue after this one month.
- b. Administrator Halik shared the water system pumpage report. Once again, the May pumpage number represents the first month of the 2013/14 fiscal year. The report indicates that we pumped about 31 million gallons in the month of May. Overall we have pumped about 5% more water this year as compared to last. This represents 7.81% of our annual pumpage projection of 395,000,000 gallons, and is about 10% less than the volume of water that was pumped in May of last year.

6. VISITOR'S BUSINESS

(none)

7. COMMUNICATIONS

Trustee Berglund asked for an update on the status of the transplant of the blue spruce tree. Halik advised that there is funding in the budget to complete the work, but there seems to be some disagreement on where the tree should be relocated to. Trustee Berglund recommended that this transplant work should be performed early enough in the season to enable the tree to sufficiently take root before winter. Halik agreed and said he would speak to Superintendent of Park & Recreation Kristin Violante to determine whether the Park & Recreation Commission has provided feedback on where the tree should be located to enable staff to begin to make arrangements.

Chairman Mistele asked where we are at with the video gaming issue. Halik advised that he had recently talked to Mayor Trilla about the matter. Since the election, Mayor Trilla has not been formally asked to consider the matter. Therefore, it was agreed that if local liquor license holders desired the Village to reconsider our current position, they should formally request such in writing or at a Village Board meeting. It was also discussed that involving numerous liquor license holders so we receive as much feedback on the matter possible was preferred.

Chairman Mistele asked for clarification that Mayor Trilla is our Liquor Control Commissioner. Halik stated that Mayor Trilla does not want to be the Liquor Control Commissioner. Halik stated that he apparently does not believe it would be appropriate since he is part owner of a restaurant in nearby Westmont. He has asked that staff look into the possibility of designating a trustee to serve in the capacity of Liquor Control Commissioner. Halik advised that his review of the Village Ordinance language revealed that a text amendment would likely be required. Halik said that he will work with the Village Attorney to confirm that having a trustee serve as Liquor Control Commissioner would be allowable under the Illinois Liquor Control Act, and if so, to also determine whether an amendatory ordinance would need to be considered by the Village Board to make the change.

9. ADJOURNMENT

Motion to adjourn was made by Chairman Mistele and seconded by Trustee Berglund. The meeting was adjourned at 6:20 PM.

(Minutes transcribed by: Tim Halik, 6/27/13)

**MUNICIPAL SERVICES COMMITTEE MEETING
AGENDA ITEM SUMMARY SHEET**

AGENDA ITEM DESCRIPTION

REPORT –

**Bid Results: Tree and Stump Removal Services Contract
(EAB Management Plan)**

COMMITTEE REVIEW

- Finance/Administration
- Municipal Services
- Public Safety

Meeting Date:

July 8, 2013

- | | |
|---|--|
| <input type="checkbox"/> Discussion Only | <input type="checkbox"/> Approval of Staff Recommendation (for consideration by Village Board at a later date) |
| <input type="checkbox"/> Seeking Feedback | <input checked="" type="checkbox"/> Approval of Staff Recommendation (for <u>immediate</u> consideration by Village Board) |
| <input type="checkbox"/> Regular Report | <input type="checkbox"/> Report/documents requested by Committee |

BACKGROUND

On May 17, 2013, the Village went out to bid on a contract which includes the removal of 239 trees affected by the emerald ash borer infestation. The scope of work includes the removal, stumping, and restoration of the identified trees located on public rights-of-ways and in Village parks. Two (2) contract addendums were later issued to address items and questions that were raised. The public bid opening was held on Wednesday, June 26th at 10:30 AM. A total of two (2) sealed bids were received prior to the deadline:

VENDOR

BID AMOUNT

(Village Staff Estimate)

\$111,135 (\$465/tree)

Pessina Tree Services, LLC

**Removal Public Trees - \$78,209
Stumping Public Trees - \$40,152
Total: \$118,361 (\$495/tree)**

Winkler Tree & Landscaping

**Removal Public Trees - \$92,472
Stumping Public Trees - \$26,788
Total: \$119,260 (\$499/tree)**

Although prices for the public portion of the work came in slightly higher than expected, Pessina offered what staff believes to be very reasonable prices for the private participation portion of the contract:

Private Tree Removal

Private Stump Removal

<u>DIAMETER</u>	<u>COST PER INCH</u>
0" to 12"	\$35
12.1" to 18"	\$40
18.1" to 24"	\$55
24.1" to 30"	\$75
30.1" and above	\$100

<u>DIAMETER</u>	<u>COST PER INCH</u>
1" to 18"	\$12
19" and above	\$12

STAFF RECOMMENDATION

Staff would recommend that the contract for this project be awarded to the low bidder, Pessina Tree Services, LLC. In the hopes that the tree removal work could be scheduled to begin quickly, this contract award has been placed on the agenda on the June 8, 2013 Board meeting for consideration.

Village of Willowbrook

7760 Quincy Street – Willowbrook, IL 60527-5594

630-323-8215/FAX 630-323-0787

PROJECT: TREE AND STUMP REMOVAL SERVICES

DATE AND TIME OF BID OPENING: WED., JUNE 26, 2013 @ 10:30 A.M.

DATE	PROPOSAL OF	TYPE OF SECURITY	BIDDERS PROPOSAL
6.21.13	PESSINA TREE SERVICES, LLC (ADDENDUM #1 & #2)	5% BID BOND	PKWY. - \$78,209.00 STUMP. - \$40,152.00
6.25.13	WINKLER TREE + LANDSCAPING (ADDENDUM #1 & #2)	10% BID BOND ACKNOWLEDGED	PKWY - \$92,472.00 STUMP. - \$26,788.00

END

SPECIFICATIONS AND CONTRACT DOCUMENTS
for
**TREE AND STUMP REMOVAL SERVICES FOR VILLAGE PARKS & ROADSIDE
RIGHTS OF WAY, MEDIANS, PARKWAYS, AND SPECIFIED FACILITIES**

Required For Use By:

VILLAGE OF WILLOWBROOK
Willowbrook, Illinois 60527
May 1, 2013

CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE 15
**** MUST BE EXECUTED AND NOTARIZED ****
BIDS TO BE EXECUTED IN DUPLICATE
ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC
ALL INSURANCE REQUIREMENTS MUST BE MET

CONTRACT PERIOD:	JULY 1, 2013 – DECEMBER 1, 2013
ACCOUNT NUMBER:	_____
BID DEPOSIT: <i>(Certified Check, Bank Cashier's Check or Bid Bond)</i>	5% of Bid Amount <i>(See Page 4)</i>
PERFORMANCE BOND(S) REQUIRED:	No
DRAWINGS:	None
BID OPENING – DATE/TIME/LOCATION:	10:30 AM CST June 26, 2013 WILLOWBROOK VILLAGE HALL 7760 Quincy Street Willowbrook, Illinois 60527

Issued by: Administration Department
 Village of Willowbrook, Illinois
 7760 Quincy Street
 Willowbrook, Illinois 60527
 (630) 323-8215

Tim Halik
Village Administrator

BID NOTICE

The Village of Willowbrook will be accepting sealed bids for the item(s) listed. Bids will be accepted at the Willowbrook Village Hall, 7760 Quincy Street, Willowbrook, until at the time(s) shown below, at which time they will be opened and publicly read aloud.

Bid Item: **TREE AND STUMP REMOVAL SERVICES FOR VILLAGE
PARKS & ROADSIDE RIGHTS OF WAY, MEDIANS,
PARKWAYS, AND SPECIFIED FACILITIES**

Bid Opening: **10:30 AM CST June 26, 2013**

Specifications may be obtained at the Village Hall, weekdays, between 8:30 a.m. and 4:30 p.m. Questions may be directed to the Administration Department at (630) 323-8215.

In accordance with the law and the provisions of 820ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by any one under contract for public works", not less than the prevailing rate of wages shall be paid to all laborers, workmen and mechanics performing work under this contract.

The Village of Willowbrook reserves the right to reject any or all bids, to waive technicalities, and to accept any bid which is deemed to be in the best interest of the Village of Willowbrook.

The Village of Willowbrook, Illinois, does not discriminate on the basis of disability in the admission or access to, treatment or employment in, its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all Village of Willowbrook services, programs, and activities. The Village has a designated coordinator to facilitate compliance with the Americans with Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulation, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.5 of the U.S. Department of Housing and Urban Development regulations. For information, contact the Tim Halik, Village of Willowbrook, 7760 Quincy Street, Willowbrook, Illinois, 60527; (630) 323-8215, TDD (630)920-2259.

Upon request, this information can be made available in large print, audiotape, and/or computer disk.

I. GENERAL CONDITIONS

A. DEFINITIONS

The following words and phrases, as used herein, shall have the meaning ascribed to them, as follows:

A. BIDDER shall mean:

Pessina Tree Service, LLC

45W520 Jeter Road

Big Rock, IL 60511

B. VILLAGE shall mean the Village of Willowbrook, DuPage County Illinois, an Illinois Municipal Corporation.

B. PREPARATION AND SUBMISSION OF PROPOSAL

The Bidder must submit his/her proposal in duplicate on the forms furnished by the Village of Willowbrook. All blank spaces on the proposal form must be filled in if applicable. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership or a duly authorized officer, attested to by the Corporate Secretary, of a Corporation. The proposal is contained in these documents and must remain attached thereto when submitted. All signatures and spaces are to be completed in ink or typewritten, where applicable. Prices/costs shall be in United States dollars. Incorrect completion, execution or submission of bids shall be sufficient grounds for rejection of a bid. The following documents shall be executed at the time of submission of a bid:

Contractor's Certification Bid Proposal - Page #15
BID PROPOSAL PAGE

ALL PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES CARRYING THE FOLLOWING INFORMATION ON THE FACE:

BIDDER'S NAME, ADDRESS, SUBJECT MATTER OF BID, DESIGNATED DATE OF BID OPENING AND HOUR DESIGNATED FOR BID OPENING.

C. WITHDRAWAL OF PROPOSAL

Bidders may withdraw their bids at any time prior to the time specified in the Bid Notice as the closing time for the receipt of bids.

However, no bid shall be withdrawn or cancelled for a period of sixty (60) calendar days after said advertised closing time for the receipt of bids, nor shall the successful bid be withdrawn, cancelled, or modified after having been accepted by the Village.

D. SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

1. Cash bid proposals meet Village Specifications and are submitted separately.
2. The Village shall not consider an alternate bid which fails to meet specifications.

E. BID DEPOSIT

When required on Page 1 of these Specifications, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of a certified check, a bank cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of Willowbrook, or bid bond.

The bid deposit of all except the three lowest bidders on each contract will be returned within twenty (20) calendar days after the opening of the bids. The remaining bid deposits on each contract will be returned, with the exception of the accepted Bidder, after the contract is awarded. The bid deposit of the accepted Bidder will be returned after acceptance by the Village of satisfactory performance bond where such bond is required or completion of contract where no performance bond is required.

F. SECURITY FOR PERFORMANCE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within thirteen (13) calendar days after acceptance of the bid by the Village, furnish a performance bond in the full amount of the contract, in a form acceptable to the Village.

In the event that the successful Bidder(s) fails to furnish the performance bond within thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said bond.

G. EQUIVALENT PRODUCTS

In cases where a specified item is identified by a manufacturer's name, trade name or other reference, it is understood that the Bidder proposes to furnish the item as identified. If the Bidder proposes to furnish an "equal" item, the proposed "equal" item must be so indicated in the bid proposal. The Village shall be the sole determiner of the equalness of the substitute offered.

H. BASIS OF AWARD

The Village reserves the right to accept or reject any and all bids, in whole or in part, and to waive technicalities. The Village has the option of awarding a tree removal contract and stump removal contract to separate vendors.

I. ACCEPTANCE OF BID

The Village shall make its determination with respect to bids within sixty (60) days, or within ninety (90) days where approval by other agencies is required, from the date of opening of bids. Should the Village fail to act within the times herein specified, all bids shall be rendered null and void.

J. CATALOGS

Each Bidder shall submit catalogs, descriptive literature and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like, in order to fully describe the material or work proposed to be furnished.

K. DELIVERY

All materials shipped to the Village of Willowbrook must be shipped F.O.B. freight prepaid, designated location Willowbrook, Illinois. The materials must then be delivered where directed, and unloaded by the successful Bidder, or his/her agent. All deliveries shall be deemed to be "inside delivery". Truck deliveries shall be accepted before 2:30 p.m. on weekdays only. No deliveries shall be accepted on Saturdays, Sundays or holidays. The quantity of material delivered by truck shall be ascertained from a weight certificate issued by a duly licensed public weight-master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the Village reserves the right to re-weigh at the nearest available railroad scale.

L. GUARANTEES AND WARRANTEES

All guarantees and warrantees required shall be furnished by the successful Bidder and shall be delivered to the Village before the final payment voucher is issued.

M. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

No contract awarded by the Village of Willowbrook shall be assigned, in whole or in part, or any part of the same sub-contracted without the written consent of the Village Administrator. In no case shall such consent relieve the successful Bidder from his/her obligations or change the terms of the contract.

Any and all subcontractors shall be bound by contract to the same terms as the successful Bidder. Prior to commencing any work, subcontractors must place on file with the Village a certificate of insurance as outlined under "insurance".

The successful Bidder shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Village Administrator having first been obtained.

N. COMPETENCY OF BIDDER

No bid shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the Village of Willowbrook upon any debt contract, or other obligation or who has failed to perform faithfully any previous contract with the Village.

The Bidder, if required, must present within forty-eight (48) hours evidence satisfactory to the Village of performance ability, possession of necessary facilities, equipment, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents. The Village hereby reserves the right to reject any bid submitted by a Bidder who, in the sole and exclusive discretion of the Village, cannot completely perform the services or deliver the goods specified in these specifications.

O. COMPLIANCE WITH OSHA STANDARDS, THE AMERICANS WITH DISABILITIES ACT, VILLAGE ORDINANCES AND STATE LAWS

The equipment supplied to the Village of Willowbrook must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused. Bidder may be required at

his/her expense to provide training to Village employees in the operation of equipment and its maintenance at the convenience of the Village.

Each contracting agency shall ensure that every contract to which it is a party shall comply with all relevant aspects of the Americans with Disabilities Act.

The Bidder will strictly comply with all ordinances of the Village of Willowbrook, the laws of the State of Illinois and United States Government.

P. SPECIAL HANDLING

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the successful Bidder will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for first aid.

Q. MATERIAL INSPECTION AND RESPONSIBILITY

The Village shall have a right to inspect any material to be used in carrying out this contract. The Village does not assume any responsibility for the availability of any materials and equipment required under this contract.

R. TOXIC SUBSTANCES

Successful Bidder shall notify the Village of, and provide material safety data sheets for all substances used or supplied in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

Materials, components, or completed work not complying therewith, may be rejected by the Village and shall be replaced by the successful Bidder at no cost to the Village. Any materials or components rejected shall be removed within a reasonable time from the premises of the Village at the expense of the successful Bidder.

S. PRICE REDUCTIONS

If at any time after a contract is awarded the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder's customers generally, or (2) in the successful Bidder's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The successful Bidder shall invoice the Village at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Bidder, in addition, shall within ten (10) days of any general price reduction, notify the Village Administrator of such reduction by letter. Failure to do so may result in termination of the contract.

T. TERMINATION OF CONTRACT

1. The Village may, by written notice of default to the successful Bidder, terminate the whole or part of this contract in any one of the following circumstances:

A. If the successful Bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to provide

the supplies or to perform the service at the exact price accepted by the Village (and any charges for contract changes mutually agreed to by the Village and the successful Bidder); or

- B. If the successful Bidder fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within such period of time as the Village Administrator may direct in writing.
- C. If it is determined that successful Bidder knowingly falsified information provided to the Village.
- D. If it is determined that successful Bidder offered substantial gifts or gratuities to a Village official, employee, or agent whether in their official capacity or not.
- E. Any order is entered in any proceeding against the successful Bidder decreeing the dissolution of the successful Bidder and such order remains in effect for sixty (60) days.
- F. The successful Bidder shall apply to any tribunal for the appointment of a trustee or receiver of any part of the assets of the successful Bidder, or commence any proceedings relating to the successful Bidder under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation law of any jurisdiction, or any such application shall be filed, or any such proceedings shall be commenced, against the successful Bidder, and the successful Bidder indicates its approval, consent or acquiescence, or an order shall be entered appointing such trustee or receiver or adjudicating the successful Bidder bankrupt or insolvent, or approving the petition in any such proceeding, and such order remains in effect for sixty (60) days.
- G. In the event the Village terminates this contract in whole or in part as provided in Paragraph (A) of this clause, the Village may procure, upon such terms in such manner as the Village Administrator may deem appropriate, supplies or services similar to those so terminated, and the successful Bidder shall be liable to the Village for any excess costs for such similar supplies or service, provided that the successful Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

U. EQUAL EMPLOYMENT OPPORTUNITY

Each contracting agency shall ensure every contract to which it is a party shall contain the following clause.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of the Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are under utilized and will take appropriate affirmative action to rectify any such under utilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the department's rules and regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under utilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations.

If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such act and rules and regulations, the contractor will promptly so notify the department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the department's rules and regulations, furnish all relevant information as may from time to time be requested by the department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

SUBCONTRACTS

Each public subcontractor shall in turn include the equal employment opportunity clause set forth within these rules and regulations in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such subcontractors.

CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

The requirements of the equal employment clause set forth above with respect to non-discrimination because of religion shall not apply to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion for the carrying on by such corporation, association, educational institution or society of its activities.

V. INSURANCE SPECIFICATIONS

1. The successful Bidder **shall not commence work** under the contract until he/she has obtained all insurance required herein and such insurance has been approved by the Village.
2. The successful Bidder shall maintain limits no less than:

<u>TYPE OF INSURANCE</u>	<u>MINIMUM INSURANCE COVERAGE</u>
<u>COMMERCIAL GENERAL LIABILITY</u>	
1. Comprehensive Form	COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE \$1,000,000
2. Premises - Operations	
3. Explosion & Collapse Hazard	PERSONAL INJURY PER OCCURRENCE \$1,000,000
4. Underground Hazard	
5. Products/Completed Operations Hazard	GENERAL AGGREGATE \$2,000,000
6. Contractual Liability Coverage Included	
7. Broad Form Property Damage - construction projects only.	
8. Independent contractors	
9. Personal Injury	
<hr/>	
Business Automobile Liability Any Auto, Owned, Non-Owned Rented/Borrowed	COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE \$1,000,000
<hr/>	
Worker's Compensation and Occupational Diseases	STATUTORY LIMIT
<hr/>	
Employer's Liability Insurance per Occurrence	\$500,000
<hr/>	

Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement (Exhibit A); (2) if requested, Owners and Contractors Protective Liability policy with the Village named as insured; (3) Insurance Services Office Business Auto Liability form number CA 0001, Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

3. In the event of accidents of any kind, the successful Bidder shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

4. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the successful Bidder shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

W. INSURANCE POLICY(S) ENDORSEMENT
SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.

VILLAGE OF WILLOWBROOK ("The Village")
Attention: Administration Department
7760 Quincy Street
Willowbrook, Illinois 60527

1. POLICY INFORMATION.

- A. Insurance Company CHR INS. Agency
- B. Policy Number CL0121323, P654354, CL121323
- C. Policy Term: (From) 5/12/13 (To) 5/12/14
- D. Endorsement Effective Date 6/11/13
- E. Named Insured Village of Willowbrook
- F. Address of Named Insured 7760 Quincy St Willowbrook, IL 60527
- G. Limit of Liability Any One Occurrence/
Aggregate \$ 2,000,000
- H. Deductible or Self-Insured Retention (Nil unless otherwise specified)
\$ n/a

2. VERIFICATION OF COVERAGE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, **within thirteen (13) calendar days** after acceptance of the bid by the Village, furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required. 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.

In the event that the successful Bidder(s) fails to furnish the insurance coverage within thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said insurance.

The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The Village reserves the right to request full certified copies of the insurance policies and endorsements.

3. **POLICY AMENDMENTS.**

Each policy shall contain, or be endorsed to contain, the following provisions:

A. INSURED.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The Village, its officials, agents, employees, and volunteers are to be included as additional insureds with regard to liability and defense of claims arising from: (a) activities performed by or on behalf of the successful Bidder, (b) products and completed operations of the successful Bidder, (c) premises owned, leased or used by the successful Bidder, and (d) automobiles owned, leased, hired or borrowed by the successful Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.

B. CONTRIBUTION NOT REQUIRED.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY) The insurance afforded by the policy shall be primary insurance as respects the Village, its officials, agents, employees, and volunteers; or stand in an unbroken chain of coverage excess of the successful Bidder's scheduled underlying primary coverage. In either event, any other insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

C. SEVERABILITY OF INTEREST.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY) The insurance afforded by the policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

D. SUBCONTRACTORS. (ALL COVERAGES)

The successful Bidder shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in these General Conditions.

E. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. (COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.

F. CANCELLATION NOTICE. (ALL COVERAGES)

The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Village. Such notice shall be addressed as shown in the heading of the endorsement.

G. SUBROGATION (WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)

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

H. ACCEPTABILITY OF INSURERS.(ALL COVERAGES)

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

I. ASSUMPTION OF LIABILITY. (ALL COVERAGES)

The successful Bidder assumes liability for all injury to or death of any person or persons including employees of the successful Bidder, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in anyway arising out of any work performed pursuant to the contract.

4. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER.

I, Dale Pessina (print/type name), warrant, and by my signature hereon do so certify, that the required coverage is in place.

Signature of: 

Authorized Representative (Original signature required on endorsement furnished to the Village).

Title: owner

Organization: Pessina Tree Service, LLC

Address: 45W520 Tuter Rd Big Rock, IL 60611

Phone: 630-556-3985 Fax: 630-556-4543

X. INDEMNITY HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the successful Bidder hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its officials, agents, employees, and volunteers; arising in whole or in part or in consequence of the performance of the work by the successful Bidder, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its officials, agents, employees, and volunteers, and the successful Bidder shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection

therewith, and, if any judgment shall be rendered against the Village, its officials, agents, employees, and volunteers, in any such action, the successful Bidder shall, at its own expense, satisfy and discharge same.

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

The successful Bidder further agrees that to the extent that money is due the successful Bidder by virtue of the contract, an amount of said money as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

ADDITIONAL INSURED ENDORSEMENT - EXHIBIT A

Name of Insurer: Dale Pessina
Name of Insured: Village of Willowbrook
Policy Number: CL0121323, PL654354, CL121325
Policy Period: 5/12/13 - 5/12/14
Endorsement Effective Date: 6/11/2013

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

Village of Willowbrook

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

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

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

(EXHIBIT A) IRMA - Section 4:06, Page 13

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

Pessina Tree Service, LLC, as part of its bid on a
(Name of Contractor)

contract for Tree Services to The Village of Willowbrook,
Illinois, hereby certifies that said contractor is not barred from bidding on the aforementioned
contract as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4.

By [Signature]
Authorized Agent of Contractor

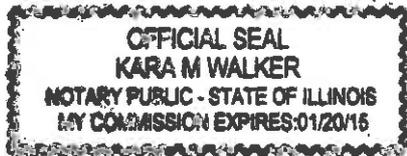
SUBSCRIBED AND SWORN BEFORE ME

This 20th day of
June, 20 13

MY COMMISSION EXPIRES:

1/20/2015

[Signature]
NOTARY PUBLIC



CONTRACT - Page One of Two

1. This agreement, made and entered into this _____ day of _____ 20____, between the Village of Willowbrook, acting by and through its Mayor and Board of Trustees and _____
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, _____ agrees with the Village of Willowbrook at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.
3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the Village of Willowbrook, are all essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

(Village Seal)

VILLAGE OF WILLOWBROOK

Attest:

By: _____
Village Clerk

By: _____
Village Administrator

IF A CORPORATION

(Corporate Seal)

CORPORATE NAME

Attest:

Pessina Tree Service LLC

By: Heather Bruffet
Secretary

By: [Signature]
President

SUBSCRIBED AND SWORN BEFORE ME

This 20th day of June, 2013.

MY COMMISSION EXPIRES: 1/20/2015



Kara M Walker
NOTARY PUBLIC

IF A PARTNERSHIP

(Seal) _____

(Seal) _____

(Seal) _____

(Seal) _____

PARTNERS DOING BUSINESS UNDER THE NAME OF

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

IF AN INDIVIDUAL

(Seal)

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

II. ADDITIONAL REQUIREMENTS FOR PUBLIC WORKS PROJECTS

A. INTENT

It is the intent of these specifications and contract that a complete working improvement be constructed. All necessary work and materials shall be included; whether specifically called for or implied.

B. LOCATION OF UTILITIES

The successful Bidder shall contact the Village of Willowbrook Department of Municipal Services at least seventy-two (72) hours before beginning work. Where required, electric, gas, telephone and cable utilities must be located in the field prior to construction. The Village bears no responsibility for damage done to existing utilities during construction.

C. TRAFFIC CONTROL AND PROTECTION

Traffic control and protection - the successful Bidder's manner of prosecuting the work or revisions in the phasing of operations may require temporary traffic control devices to be installed. In such cases, all but not limited to, signs, signals, markings, traffic codes, barricades, warning lights, flagmen and other traffic control devices must conform with all provisions of the appropriate standards. The Village shall be the sole judge as to the acceptability of placement and maintenance of the traffic control devices prescribed in the appropriate standards. Said temporary traffic control devices shall be considered incidental to the contract and no compensation will be allowed.

D. EXAMINATION OF SITE

The successful Bidder shall carefully examine the site and become familiar with the conditions under which he/she will have to execute the work required under this contract. Failure to do so will in no way relieve the successful Bidder of his/her responsibility under this contract.

E. ADDITIONAL WORK

The Village reserves the right to order additional work during the course of construction. Prior to commencing any additional work, the successful Bidder shall submit his/her charges for performing the work and shall not proceed until the Village has approved the charges.

F. PREVAILING WAGES

In accordance with the law and the provisions of 820ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by any one under contract for public works", not less than the prevailing rate of wages shall be paid to all laborers, workmen and mechanics performing work under this contract. Prospective Bidders shall thoroughly familiarize themselves with the provisions of the above mentioned act and shall prepare any and all bids in strict compliance therewith. Copies of the prevailing rate of wages for this Village are on file in the office of the Village Clerk of the Village of Willowbrook.

G. PROTECTION OF EXISTING FACILITIES

Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the successful Bidder. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the successful Bidder when ordered to do so by the Village. All repairs of damage to existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work that becomes due.

- H. BIDDER'S RESPONSIBILITY**
The successful Bidder shall be responsible for constructing the improvements in accordance with the specifications. The successful Bidder shall have available on the job site at all times during construction, a complete set of specifications with all revisions thereto. The successful Bidder shall employ only workmen skilled in their trade and shall furnish full-time supervision of all construction. An English-speaking superintendent shall be at the site whenever construction is in progress. The superintendent shall have authority to receive and carry out instructions from the Village. The lack of a competent superintendent on the site during construction shall be just cause for the Village to order the work to cease.
- I. SITE CONDITION AND CLEAN-UP**
The successful Bidder shall store materials and equipment where directed by the Village and shall move same, if and when it becomes necessary at his/her own expense.

The successful Bidder shall have control over his/her employees' parking of automobiles on the site, and shall provide portable toilet facilities and receptacles for depositing waste paper and garbage. The successful Bidder shall keep the site neat and shall clean up any debris when directed to do so by the Village. Upon completion of the improvement, the site shall be left in a condition acceptable to the Village. Failure to keep the site neat, or clean-up debris when directed to do so shall be just cause for withholding payment due the successful Bidder and final acceptance will not be made until the site is in a condition acceptable to the Village.
- J. TRESPASS ON LAND**
The successful Bidder shall confine his/her operations and storage of materials and equipment to the job site, public right-of-way or easements. The successful Bidder shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the successful Bidder is to enter upon the property of third parties in the execution of the work, he/she shall obtain written permission prior to doing so, and submit evidence of said written permission to the Village.
- K. COPIES OF DRAWINGS AND SPECIFICATIONS**
The Village shall furnish to the Bidder, without charge, three (3) sets of specifications for that portion of the work to be performed by the Bidder. If the Bidder desires additional copies of the specifications, they may be secured from the Village at Bidder's expense.
- L. PROTECTION OF PUBLIC**
The Bidder shall erect and maintain sufficient signs, barricades, lights and fences and shall employ competent flagmen and watchmen to warn and guard the public against the hazards created by the construction of the work. The Bidder shall not allow hazardous conditions to remain without affording adequate protection to the public. If, in the opinion of the Village, a hazardous condition exists and the Bidder fails to correct the condition, or to protect the public, the Village may order the necessary precautions to safeguard the public, the cost of which will be deducted from payments due the Bidder. Flagrant disregard for the safety of the public shall constitute just reason for the Village to order cessation of work.
- M. GUARANTEE**
All work and materials furnished under this contract shall be guaranteed by the Bidder against defects, failure, improper performance and non-compliance with the contract documents for a period of one (1) year after completion and acceptance of the work under this contract. During the guarantee period, the Bidder shall repair and replace, at his/her

own expense, when so ordered by the Village, all work that develops defects whether these defects may be inherent in the functioning of the piece of operating equipment, materials furnished or workmanship performed. Any equipment or material that is repaired or replaced shall have the guarantee period extended one (1) year from the date of the last repair or replacement.

N. PAYMENT

Final payment will be made when the work is accepted by the Village. The Bidder shall submit final waivers-of-lien covering all labor, material, equipment, services and so forth, prior to receiving final payments.

O. ACCEPTANCE

The work shall not be accepted by the Village until the Village has determined that all work is complete and in accordance with the specifications.

P. INTERPRETATION OF CONTRACT DOCUMENTS

Any Contractor with a question about this Bid may request an interpretation thereof from the Village. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective Contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the Bid submission.

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III. TERMS AND CONDITIONS OF THE SPECIFIC PROJECT

A. TREE REMOVALS

1. SCOPE OF WORK

These Detailed Specifications are for the removal of specified park and parkway trees within the Village of Willowbrook. The contract and work shall be carried out in conformance with the Ordinances of the Village of Willowbrook and these detailed specifications, in effect on the date of invitation for bids.

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

The contract will cover the period of July 9, 2013 through December 1, 2013.

2. LOCATION OF TREE REMOVAL WORK

The location of the work is known as: PUBLIC RIGHT-OF-WAY (parkways, Village parks, medians, and other specified facilities) within the Village of Willowbrook, Illinois. All trees will be clearly marked with a dot of paint on the trunk side facing the street and correspond to a location list supplied by the Village. Any tree dotted in a similar manner and not on the location list, or on the location list but not dotted should be brought to the attention of the Village for a determination. All tree removal work is to be done in accordance with the enclosed removal specifications.

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

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

3. COMMENCEMENT OF WORK

The bidder shall remove ALL trees designated by October 1, 2013 - unless the Village grants an extension. The request for an extension must be in writing. Diameter inch total across all size classes is estimated at 4000 inches. Trees will be marked with a paint dot on the trunk.

4. CLEANUP

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

5. REMOVAL OF DEBRIS

All debris from tree removal operations shall be removed from the site and from the Village of Willowbrook within twenty-four (24) hours after debris has been placed, unless authorized by the Village. No on site or Village owned areas will be designated as log storage areas. Payment for removal and disposal of debris is to be included in the unit price. Additionally, no debris or logs shall be given to residents since they may harbor the Emerald Ash Borer. Under no circumstances shall debris be left on the

parkway or street over weekends or holidays. In addition, keeping debris off the street and parkway areas and out of the gutters prevents the debris from entering and plugging the sewer system. Environmentally accepted practices of debris disposal are also an important part of this work.

6. METHOD OF MEASURING

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

B. STUMP REMOVAL

1. SCOPE OF WORK

These Detailed Specifications are for the removal and restoration of parkway stumps within the Village of Willowbrook. The contract and work shall be carried out in conformance with the Ordinances of the Village of Willowbrook and these detailed specifications, in effect on the date of invitation for bids.

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

2. LOCATION OF STUMP REMOVAL AND RESTORATION WORK

The location of the work is known as: PUBLIC RIGHT-OF-WAY within the Village of Willowbrook, Illinois, on right-of-way or on property furnished by the owner. All stumps in the Village parkway on the streets in the general area shall be removed. All stump removal and restoration work is to be done in accordance with the enclosed removal specifications.

The bidder shall protect sidewalks, curbs, streets, manhole covers and catch basins, housing property and automobiles from the stump grinding debris.

3. METHOD OF MEASURING

Stumps shall be identified and priced according to two size categories: 1) 18 inches and under and 2) 19 inches and over. Diameters are based on the original diameter of the tree measured at DBH.

4. STUMP REMOVAL

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

5. NOTIFICATION BY VILLAGE

The Village will provide the vendor with a list containing the addresses and number of stumps to be removed for each period. The Contractor will submit this list to J.U.L.I.E. to be located prior to stump removal. The Contractor must submit the list to

J.U.L.I.E. no more than three (3) working days after receipt from the Village. The Contractor must otherwise comply with all J.U.L.I.E. requirements.

6. NOTIFICATION BY CONTRACTOR

The Contractor shall notify the Public Works Foreman or representative **when all locations have cleared J.U.L.I.E** and prior to beginning work each day on this contract.

7. SITE APPEARANCE AND DISPOSAL OF STUMP GRINDINGS

After grinding (removal) of a tree stump and all associated roots, the Contractor shall remove all stump grindings and associated debris from the site with appropriate tools and equipment for the job. **The contractor shall clean up the site and remove all grindings and debris and complete backfilling within TWENTY-FOUR (24) hours of grinding.** Grinding debris generated by the work described in this contract shall be the responsibility of the contractor. Stumps, grindings, and debris shall be placed away from the curb and gutter, street, sidewalk, and private property immediately to eliminate hazards to vehicular and pedestrian traffic, and to eliminate damage to private property. Environmentally accepted practices of debris disposal are also an important part of this work.

8. BACKFILLING

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

9. SEEDING

All adjacent disturbed areas and areas where backfill material was installed shall be seeded. Seed shall be a mixture composed of fifty (50%) percent Kentucky Bluegrass, thirty (30%) thirty percent Perennial Rye Grass, and twenty (20%) percent Creeping Red Fescue.

10. SUCKER GROWTH

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

11. CONTRACT PERIOD

The initial contract shall be from July 9, 2013 to December 1, 2013. The Village of Willowbrook may renew the contract for two (2) optional years.

12. BILLING & PAYMENT

The Village will pay all undisputed invoices within 30 days of approval. Bills for services rendered shall itemize each stump's location, date removed and diameter of the stump. The Village shall provide forms for this purpose.

C. GENERAL DETAILS

1. EXAMINATION OF SITE

Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles that may be encountered, and all other relevant matters concerning the work to be performed under this contract.

The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of things concerning which the Contractor did not inform himself prior to bidding. The successful Contractor must employ, so far as reasonably possible as determined by the Village, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor.

2. MEETING BEFORE WORK BEGINS

It is mandatory that the Contractor meets with the Public Works Foreman and the Director of Municipal Services and/or their designee(s) prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and discuss the manner in which work will be proceeding, among other items.

3. EMERALD ASH BORER COMPLIANCE AGREEMENT (ILLINOIS DEPARTMENT OF AGRICULTURE)

Any ash debris disposal must adhere to all regulations set forth by the Illinois Department of Agriculture (IDA) and under the Emerald Ash Borer Compliance Agreement; applicable to State or Federal Cooperative Domestic Quarantines for the Emerald Ash Borer (*Agrilus planipennis*) pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

The contractor shall furnish signed copy of the Illinois Department of Agriculture (IDA) EAB Compliance Agreement to the Village of Willowbrook, following all provisions pertaining to the proper disposal of ash debris and movement of IDA defined, regulated articles within quarantine zones. The contractor shall abide by any modifications to IDA EAB regulations, including the Compliance Agreement and quarantine zones.

All EAB infested ash wood and debris shall be removed from the Village of Willowbrook and shall become the contractor's responsibility to ensure destruction of the infested wood in accordance with the State statutes and local ordinances. Each ash tree shall be considered infested and disposed of accordingly. Under **NO CIRCUMSTANCES** shall logs from ash trees be left for homeowners.

4. ALTERATIONS, OMISSIONS AND EXTRA WORK

Any The Village of Willowbrook reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

5. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the Village. The Contractor shall inform the Village of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the Village, the Village reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damaged caused by the Contractor, and deduct these costs from any payment due the Contractor.

6. **PROTECTION OF EXISTING FACILITIES**
Existing facilities, including grounds, structures, landscaping and so forth shall be protected by the vendor. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the vendor when ordered to do so by the Village at no cost to the Village. All repairs of damage to existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work, which becomes due.
7. **PERIODIC INSPECTION**
The bidder shall notify the office of the Village at the beginning and end of any workday crews are in Willowbrook giving the location of that day's work. This notification shall consist of the **starting location and work completed for that day**. The Village must also be notified on any work day that crews will **not** be in Willowbrook prior to completion of any given removal list. The Public Works Foreman or his representative will periodically inspect the work and will always be available should any problems arise. The Village can be contacted at (630) 323-8215.
8. **CONTRACTOR'S REPRESENTATIVE**
Competent English speaking supervisory personnel shall be present on the job at all times. The supervisory personnel shall have full authority to act for the bidder, and receive and execute orders from the Public Works Foreman or appointed representative. The Contractor shall properly schedule and train all of its personnel. It is required that the supervisor visit the facilities being cleaned on a weekly basis to be sure that it has been completed in a satisfactory manner. The Village reserves the right to have the contractor assign a new contact, supervisor, and/or staff, for the Village's account if the current representative(s) are deemed unacceptable.
9. **ACCESSIBILITY OF CONTRACTOR**
Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract. The Contractor shall return all calls or pages within one hour of the Village placing the call. On-site response time for complaints must be made within 24 hours of the initial call being made by the Village. The Contractor shall update the Public Works Foreman or his designee on work progress no less than once per week. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the same penalties.
10. **WORKERS**
The bidder shall employ competent laborers and shall replace, at the request of the Public Works Foreman, any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. The bidder is reminded that his employees are an extension of the Village's workforce and they are to work in courteous and respectful manner. **Inappropriate behavior or examples of unproductive work effort will not be tolerated**. The Village has the right to require a bidder's employee to be immediately removed from the work crew if the above behavior is exhibited.
11. **ARBORIST CERTIFICATION**
There shall be at least one "Certified Arborist" or "Certified Tree Worker" as recognized by the International Society of Arboriculture on the job site at all times.
12. **TRAFFIC CONTROL**
The Contractor shall provide adequate traffic control for work area protection in compliance with the Federal Highway Administration Manual on Uniform Traffic

Control Devices for Streets and Highways, the State of Illinois Vehicle Code, the Illinois Department of Transportation Highway Standards, and the Illinois Department of Transportation Handbook of Traffic Engineering Practice for Small Cities.

The Contractor shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the streets a maximum amount of time. The Contractor is to erect warning signs and furnish adequate barricades for the purpose of directing traffic during tree removal operations.

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

13. SAFETY

The Contractor shall insure that all its employees or agents shall abide by all safety rules or regulations set by the Village of Willowbrook as well as by general regulations and standards of the industry and in accordance with all applicable federal, state, and local regulations.

14. REPORTING

The bidder shall keep weekly records of work completed on forms furnished by the Village of Willowbrook and all other reports it may deem necessary. These records will be **turned into the Village's office or faxed each Friday upon completion of the work for that week** and with the appropriate corresponding statement in the format designated by the Village.

15. TRESPASS ON LAND

The Contractor shall confine his operations and storage of materials and equipment to the job site public right-of-way or easements. The Contractor shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the Contractor is to enter upon the property of third parties in the execution of the work he shall obtain written permission prior to doing so and submit evidence of said written permission to the Village.

16. WORKING HOURS

The Contractor shall work the same hours as the Municipal Services Department unless other arrangements are agreed upon ahead of time. The Contractor must inform the Public Works Foreman, or his designee, when the Contractor will be working outside of the normal working hours for Municipal Services.

17. PREVAILING WAGES

In accordance with the law and the provisions of 820ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by any one under contract for public works", not less than the prevailing rate of wages shall be paid to all laborers, workmen and mechanics performing work under this contract. Prospective Bidders shall thoroughly familiarize themselves with the provisions of the above-mentioned act and shall prepare any and all bids in strict compliance therewith. Copies of the prevailing rate of wages for this Village are on file in the office of the Village Clerk of the Village of Willowbrook

18. SUBLETTING CONTRACT

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his

power to execute such contract, to any other person, firm, or corporation, without the previous written consent of an authorized representative of the Village of Willowbrook; but in no case shall consent relieve the Contractor from his obligations or change the terms of the contract.

19. DEFAULT

The contract may be canceled or annulled by the Village in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. Failure of the Contractor to deliver services within the time stipulated, unless extended in writing by the Village of Willowbrook, shall constitute contract default.

20. WORKMANSHIP

Workmanship shall be of the highest caliber in every respect. Workers must take care to insure the least amount of disturbance to the sites, Village staff members, and the general public.

21. PENALTY FOR NON-COMPLETION

Time is of the essence to the contract. Should the Contractor fail to complete the work within the timelines stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay the Village two hundred fifty dollars (\$250.00) per calendar day not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This penalty established is to cover the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

The other provisions of the Contract have been established to allow for the efficient completion of this project, without creating additional burden or hardship on the Village or additional administration and/or operating expenses for the Village. The failure to adhere to the specifications of the contract, including but not limited to the following examples, shall result in the assessment of liquidated damages of one hundred dollars (\$100.00) per incident per day. Some examples include:

- failing to complete work in a manner or sequence as required;
- damaging landscaping;
- failure of the contractor to be accessible to the Village or respond to requests to complete work;
- failing to clean-up debris.

22. COSTS

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expense, inspection costs, all profits and all other work services and conditions necessarily involved in the work to be done in

accordance with the requirements of the contract documents considered severally and collectively.

23. REFERENCES

A reference list (attached) must also be submitted with the bid documents. The references must be municipal accounts or accounts similar in size, but shall include at least one (1) municipal client at a minimum.

24. EQUIPMENT CONDITION

All equipment will be kept in good, safe operating condition. All equipment will be kept in such a condition so that the gas/oil is not leaking.

25. FUEL/OILING

Spilling gasoline and oil kills the grass. If any spill should occur the Contractor shall immediately commence the appropriate clean up in conformance with any and all applicable regulations. The Contractor shall be responsible for all costs associated with such a clean-up and restoration and/or reimbursement for any damages that may occur.

26. ADDITIONS OR DELETIONS

The Village reserves to right to increase or decrease quantities and number of any item or portion of the work, or to omit portions of the work as may be deemed necessary. The Contractor will be asked to provide a list of hourly manpower and equipment rates used to calculate the proposal prices for this section of the contract. These rates shall be used when the quantities of work must be increased or decreased for any reason such as adding sites, deleting sites, or failure of the Contractor to complete required work. Using these rates, the Village and the Contractor shall meet and shall mutually agree upon the dollar amounts to be added to or deleted from the contract.

27. REPORT OF WORK PERFORMED AND SCHEDULED

The Contractor shall, at a minimum of once per month during the period of providing services, submit a written report to the Director of Municipal Services in detailing the weekly progress that has been performed by the Contractor during the previous month. At the same time, the Contractor shall also provide a schedule of work that is anticipated to be completed in the subsequent month.

28. ADDITIONAL WORK – TREE REMOVAL AND STUMPING ON PRIVATE PROPERTY

The Village offers a private participation tree removal and stumping program to interested property owners. The Contractor will be required to remove trees on private property at the unit price stated under "Additional Work" on the bid document. Work on private property, including brush removal and cleanup will be performed to the same specifications as provided in this document for removal and stumping of trees on public property. The agreement for the work will be between the Contractor and the resident.

The Program will work as follows:

- Step 1: Property owners who live in the area where tree removal will take place will receive a letter from the Village stating the Contractor name and price for tree removal and stumping.
- Step 2: The property owner contacts the Contractor and arranges for tree removal and stumping. All quotes must be provided in writing and agreed to in writing by the homeowner.
- Step 3: The Contractor invoices the property owner for the cost to perform the removal and stumping. The cost of the work is based upon the bid award for additional work.

- Step 4: The property owner submits payment directly to the Contractor.
- Step 5: A report shall be prepared during the contract period and submitted to the Village in a typed form listing location (address), number of trees removed, and amount invoiced to each property owner. The report shall be submitted to the Village upon completion of the entire project.

In instances where the Contractor cannot remove a tree on private property due to an obstruction or other extenuating circumstance(s) he must contact the Director of Municipal Services or his designee to view the site. If the Director or his designee agrees that conditions exist which reasonably prevent removal of the tree(s) the Contractor will not be required to remove the tree.

Village of Willowbrook

TREE REMOVAL SPECIFICATIONS BID FORM – PAGE 1 OF 3

The undersigned bidder agrees to all terms and conditions of the preceding specifications for the parkway tree removal contract and will furnish all of the insurance documents and security deposits as stipulated.

Parkway Tree Removal 2013 (July 1 – October 1)

<u>A</u> <u>Size</u> <u>Class</u>	<u>B</u> <u>D.B.H.</u>	<u>C</u> <u>\$Price / Inch</u>	<u>D</u> <u>Average</u> <u>Diameter</u>	<u>E</u> <u>Estimated</u> <u># of</u> <u>Removals</u>	<u>F</u> <u>Total</u> <u>Inches</u>	<u>G</u> <u>Total</u> <u>Price</u> <u>(C*F)</u>
1	0" – 12"	\$ <u>24.00</u>	<u>7"</u>	<u>83</u>	<u>595</u>	<u>14,280.00</u>
2	12.1" – 18"	\$ <u>20.00</u>	<u>16"</u>	<u>90</u>	<u>1,395</u>	<u>27,900.00</u>
3	18.1" – 24"	\$ <u>18.00</u>	<u>22"</u>	<u>35</u>	<u>755</u>	<u>13,590.00</u>
4	24.0" – 30"	\$ <u>23.00</u>	<u>27"</u>	<u>14</u>	<u>373</u>	<u>8,579.00</u>
5	30.1" +	\$ <u>21.00</u>	<u>39"</u>	<u>17</u>	<u>660</u>	<u>13,860.00</u>
Total Price: <u>78,209.00</u>						

Additional Work: Private Participation Program

<u>A</u> <u>Size</u> <u>Class</u>	<u>B</u> <u>D.B.H.</u>	<u>C</u> <u>\$Price / Inch</u>
1	0" – 12"	\$ <u>35.00</u>
2	12.1" – 18"	\$ <u>40.00</u>
3	18.1" – 24"	\$ <u>55.00</u>
4	24.0" – 30"	\$ <u>75.00</u>
5	30.1" +	\$ <u>100.00</u>

Village of Willowbrook

STUMP REMOVAL SPECIFICATIONS BID FORM – PAGE 2 OF 3

The undersigned bidder agrees to all terms and conditions of the preceding specifications for the parkway tree removal contract and will furnish all of the insurance documents and security deposits as stipulated.

Stump Removal and Parkway Restoration

Estimated Quantity

239 Stumps (2013)
Grinding, Clean up & Restoration

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
<u>Size</u>				<u>Total</u>
<u>Class</u>	<u>Diameter</u>	<u>Unit Price</u>	<u># of Removals</u>	<u>Price (C*D)</u>
1	1" – 18"	\$ <u>168.00</u>	<u>173</u>	<u>29,064.00</u>
2	19" and up	\$ <u>168.00</u>	<u>66</u>	<u>11,088.00</u>
Total Price:				<u>40,152.00</u>

Additional Work: Private Participation Program

<u>A</u>	<u>B</u>	<u>C</u>
<u>Size</u>		
<u>Class</u>	<u>D.B.H.</u>	<u>\$Price / Inch</u>
1	1" – 18"	\$ <u>12.00</u>
2	19" and up	\$ <u>12.00</u>

Company Name Pessina Tree Service, LLC

Date: 6/20/13

Village of Willowbrook

TREE AND STUMP REMOVAL SPECIFICATIONS BID FORM -
PAGE 3 of 3

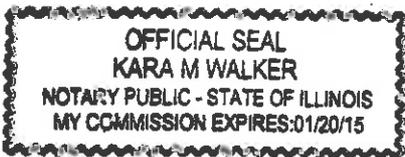
(CONTRACT EXTENTION)

Rates for services listed for 2013-14 contract period will not increase more than _____ % for the 2014-15 contract period. At its sole discretion, the Village of Willowbrook may extend the contract for a one-year term beginning on May 1, 2014 and concluding April 30, 2015.

Company: Pessina Tree Service LLC
Address: 45 W 520 Jeter Rd
Big Rock, IL 60511
Telephone No. 630-556-3985 Fax No. 630-556-4543
Signature: [Signature]
Name and Title: (Please Print) Dale Pessina, owner
Date: 6/18/13

Subscribed and sworn before me this 20th day of JUNE, 2013

MY COMMISSION EXPIRES:



1/20/15
[Signature]
NOTARY PUBLIC

REFERENCES

The Contractor must list at least four (4) references, including at least one (1) municipality, listing the firm name, address, telephone number and contact person, for whom the Contractor has supplied landscaping services similar to those provided in these specifications, for a period no less than six (6) months.

Company Name: Bristol Township Hwy Dept.
Address: P.O. Box 165 Bristol IL 60512
Phone # / Fax #: 630-553-0101 Fax 630-553-0118
Contact Person: Jeff Corniels
Dates of Service (from - to): 15 yrs - current

Company Name: Indian Prairie School Dist. #204
Address: 3003 West 103rd Naperville, IL 60564
Phone # / Fax #: 630-375-3000 Fax 630-375-3002
Contact Person: Ismael Carrizales
Dates of Service (from - to): 20 yrs - current

Company Name: Oswego Township Hwy Dept.
Address: 1150 Rt 25 P.O. Box 792 Oswego, IL 60543
Phone # / Fax #: 630-264-4587 Fax 630-264-6695
Contact Person: Gary Grosskopf
Dates of Service (from - to): 25 yrs - current

Company Name: Geneva Construction Company
Address: P.O. Box 998 Aurora, IL 60507
Phone # / Fax #: 630-892-4357 Fax 630-892-7738
Contact Person: Cass Price
Dates of Service (from - to): 4 yrs - current

June 11, 2013

PESSINA TREE SERVICE
45W520 JETER RD
BIG ROCK, IL 60511-9743

Dear PESSINA TREE SERVICE,

We are pleased to present you with this Bid Bond.

Our agency has reviewed your current bid bond need based on the information you have provided to us for this job proposal. If the job is awarded to your company, and final bonds are required, the premium based on the estimated bid amount would be \$3,255.00. This premium was developed using the estimated job cost and rates from Auto-Owners Insurance Company, a company we trust and who has earned our confidence.

Carefully review our information summary to make sure your bond is correct.

Auto-Owners Insurance Group has the financial strength to be ranked among the leaders in the industry for financial security. Their A++ (Superior) rating by A.M. Best Company places them among the top four percent of all companies within the insurance industry. Their financial strength is your security should a loss occur.

Please contact our agency for all your bond needs. We are here to answer any questions regarding this bond or any other items you may wish to discuss.

Thank you for looking to CRH INSURANCE AGENCY LLC for help with your bond needs. We look forward to being of assistance to you.

Sincerely,

CRH INSURANCE AGENCY LLC

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. BD134749

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Jim House

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 2nd day of November, 2012.

Kenneth R. Schroeder Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 2nd day of November, 2012 before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires January 1st, 2014

Amanda Lamp

Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 11th day of June, 2013



William F. Woodbury, First Vice President, Secretary and General Counsel



Agency Code: 04045700
 Agency Name: CRH INSURANCE AGENCY LLC
 Agent's Name: _____
 Agency Fax #: 630-208-8497
 Policy #: BD134749

APPLICATION FOR CONTRACT BOND

Does agency have A-O Power of Attorney?
 Yes No

(One-Time Bonds Only)

Quick Contract Bond (up to \$250,000)

CONTRACTOR DATA

Type of Business: Corporation Individual Joint Venture LLC Partnership

Business Name: PESSINA TREE SERVICE

Business Address: 45W520 JETER RD

City: BIG ROCK State: ILLINOIS Zip: 60511 Phone: (630) 556-3985

FEIN: 205939989 State of Incorporation: _____

Email Address: _____ Website Address: _____

Type of Work: TREE TRIMMING AND REMOVAL

Years of Experience in This Type of Work: 30 Largest Job Completed in the Last 5 Years: \$425,000.00

Work in Progress: \$125,000.00

If the Applicant has an Auto-Owners Insurance Group Tailored Protection Policy give Policy # None

Is this contractor currently set up for contract bonds with Auto-Owners? No

Has your business ever been bonded for Bid, Performance, or Payment bonds? Yes No

Was your last Bid, Performance, or Payment bond written with Auto-Owners? Yes No

Have you been declined for Bid, Performance, or Payment bonds in the past five years? Yes No

BOND INFORMATION

DOES THE OBLIGEE (OWNER) REQUIRE THEIR OWN BOND FORM? Yes No IF SO, PLEASE ENCLOSE A COPY.

Bid Bond:

Bid Date: 06/26/2013 Amount of Bid: \$118,361.00 % of Bid: 5

Obligee (Owner): VILLAGE OF WILLOWBROOK

Obligee (Owner) Address: 7760 S QUINCY ST City: WILLOWBROOK State: IL Zip: 60527

Phone: (630) 323-8215 Fax: _____

Job Description: TREE & STUMP REMOVAL AT VARIOUS LOCATIONS THROUGHOUT WILLOWBROOK

Physical Address of Job: _____

Liquidated Damages (LDs): \$0.00

Start Date: 07/01/2013 Completion Date: 12/01/2013

Percentage of work subcontracted: 0.00% Maintenance Period: 12/01/2014

In which state is the job to be performed: ILLINOIS

Is the current job in a state in which your business has previously operated? Yes

For which sector will this job be performed? Federal

Private, including completion bonds Other public, including state, county or municipality and subdivision bonds

INDEMNITORS

(Provide the information below on all owners and officers; use additional sheet if necessary)

Name: <u>DALE PESSINA</u>	Name: _____
Address: <u>45W520 JETER RD</u>	Address: _____
City/State/Zip: <u>BIG ROCK, IL 60511</u>	City/State/Zip: _____
SS#: <u>352-66-6047</u> Marital Status: <u>Single</u>	SS#: _____ Marital Status: _____
Phone: <u>(630) 556-3985</u>	Phone: _____
Email Address: _____	Email Address: _____
% of Business Ownership: <u>100.00%</u> Title: <u>Member</u>	% of Business Ownership: _____ Title: _____
Spouse Name: _____	Spouse Name: _____
SS#: _____	SS#: _____
Phone: _____	Phone: _____
Email Address: _____	Email Address: _____
Name: _____	
Address: _____	
City/State/Zip: _____	
SS#: _____ Marital Status: _____	
Phone: _____	
Email Address: _____	
% of Business Ownership: _____ Title: _____	
Spouse Name: _____	
SS#: _____	
Phone: _____	
Email Address: _____	

General Comments: PLEASE REVIEW FOR LONG TIME CLIENT WITH OUR AGENCY

INDEMNITY AGREEMENT

The undersigned does or do hereby represent that the statements made herein as an inducement to the Company to execute or procure the bond or bonds herein applied for, are true, and should the Company execute or procure said bond or bonds, does or do hereby agree, for the undersigned, the heirs, personal representatives and assigns of the undersigned, jointly and severally, as follows: First, to pay to the Company, in advance, the original and renewal premium, computed at the rates filed and in force at the time the above applied for is executed until the undersigned shall deliver to the Company, at its Home Office in Lansing, Michigan, written evidence, satisfactory to the Company, of its discharge from such liability; Second, to indemnify the Company against all loss, costs, damages, expenses and attorneys fees whatever, and any and all liability therefor, sustained or incurred by the Company by reason of executing of said bond or bonds, or any of them, in making any investigation on account thereof, in prosecuting or defending any action brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained; Third, that the Company shall have the right, and is hereby authorized but not required: (a) In the event of any abandonment or forfeiture of the contract guaranteed by said contract bond or of any breach of said contract bond, to take possession of the work under said contract, and at the expense of the undersigned to complete, or to contract for the completion of, the same or to consent to the re-letting or completion thereof by the Oblige in said contract bond; (b) To adjust, settle or compromise any claim, demand, suit, or judgment upon said bond or bonds, or any of them, unless the undersigned shall request the Company to litigate such claim or demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Company, at the time of such request, cash or collateral satisfactory to it in kind and amount, to be used in paying any judgment or judgments rendered or that may be rendered, with interest, costs and attorneys' fees; (c) To fill up any blanks left herein, and to correct any errors in the description of said bond or bonds, or any of them, or in said premium or premiums, it being hereby agreed that such insertions or corrections when so made, shall be prima facie correct; Fourth, to assign, transfer and set over, and does or do hereby assign, transfer and set over to the Company, as collateral, to secure the obligations herein and any other indebtedness and liabilities of the undersigned to the Company, whether heretofore or hereafter incurred, such assignment to become effective as of the date of said contract bond but only in event of (1) any abandonment, forfeiture or breach of said contract or of any breach of said bond or bonds, or any of them, or of any other bond or bonds executed or procured by the Company on behalf of the undersigned; or (2) of any breach of the agreements herein contained; or (3) of the default in discharging such other indebtedness or liabilities when due; or (4) of any assignment by the undersigned for the benefit of creditors, or of the appointment, or of any application for the appointment, of a receiver or trustee for the undersigned, whether insolvent or not; (5) of any proceeding which deprives the undersigned of the use of any of the machinery, equipment, plant, tools or material referred to the following paragraph; or (6) of the undersigned's dying, absconding, becoming a fugitive from justice, or being convicted of a felony, if the undersigned be an individual: (a) All the right, title and interests of the undersigned in and to all sub-contracts let or to be let in connection with said contract and in and to all machinery, equipment, plant, tools and materials which are now, or may hereafter be, about or upon the site of said work or elsewhere, for the purpose thereof, including as well materials purchased for or chargeable to such contract, which may be in process of construction, or storage elsewhere, or in transportation to said site; (b) All the rights of the undersigned in, and growing in any manner out of, said contract, or any extensions, modifications changes or alterations thereof or additions thereto, or in, or growing in any manner out of, said bond or bonds, or any of them; (c) All actions, causes of actions, claims and demands whatsoever which the undersigned may have or acquire against any sub-contractor, laborer or material man, or any person furnishing or agreeing to furnish or supply labor, material, supplies, machinery, tools or other equipment in connection with or on account of said contract; (d) Any and all percentages retained on account of said contract, and any and all sums that may be due under said contract at the time of such abandonment, forfeiture or breach, or that thereafter may become due; Fifth, that liability hereunder shall extend to, and include, the full amount of any and all sums paid by the Company in settlement or compromise of any claims, demands, suits, and judgments upon said bond or bonds, or any of them, on good faith, under the belief that it was liable therefor, whether liable or not, as well as of any and all disbursements on account of costs, expenses and attorney's fees, as aforesaid, which may be made under the belief that such were necessary, whether necessary or not; Sixth, that in event of payment, settlement or compromise, in good faith, of liability, loss, costs, damages, expenses and attorney's fees, claims, demands, suits, and judgments as aforesaid, and itemized statement thereof, sworn to by any officer of the Company, or the voucher or vouchers or other evidence of such payment, settlement or compromise shall be prima facie evidence of the fact and extent of the liability of the undersigned, in any claim or suit hereunder, and in any and all matters arising between the undersigned and the Company; Seventh, to waive, and does or do hereby waive, all rights to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state or states; Eighth, that this obligation shall, in all its terms and agreements, be for the benefit of and protect any person of company joining with the Company in executing said bond or bonds, or any of them or executing, at the request of the Company said bond or bonds, or any of them, as well as any company or companies assuming reinsurance thereupon; Ninth, that separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising; Tenth, that nothing herein contained shall be considered or construed to waive, abridge, or diminish any right or remedy which the Company might have if this instrument were not executed; Eleventh, that the Company shall have the right to decline to execute said bond or bonds, or any of them, and if it shall execute said proposal bond shall have the right to decline to execute any or all of the other bonds herein applied for.

NOTICE TO APPLICANT

FLORIDA ONLY "Any person who knowingly and with intent to defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may be subject to penalties including imprisonment, fines and denial of insurance benefits."

IMPORTANT

Sole Proprietorship: Applicant must sign on behalf of the company. Spouse must sign personal indemnity below.

Partnership: Partners must sign on behalf of the company. Spouses must sign personal indemnity below.

Corporation: Two corporate officers must sign on behalf of corporation.
Two corporate officers and spouses must sign personal indemnity below.

Limited Liability Company: Two Managers/Members must sign on behalf of the company.
Two Managers/Members and spouses must sign personal indemnity below.

2920 (6-10)

Print Date: 06/11/2013 Print Time: 3:24:41 pm

SIGNATURES

Company Name: PESSINA TREE SERVICE

Print Name & Title DALE PESSINA Member

Signature X _____

Personal Indemnitors:

Print Name DALE PESSINA _____

Print Name _____

Signature X _____

Signature X _____

Signed this 11th Day of June, 2013

Signed this 11th Day of June, 2013

Print Name _____

Signature X _____

Signed this 11th Day of June, 2013

Proxy Designation I designate J.F. Harrold, J.S. Tagsold and R.J. Rupp and each of them, attorneys and proxies, with power of substitution and revocation to each, to vote as proxy at all meetings of the Company, and at any and all adjournments thereof. The powers hereunder shall be exercised by a majority of said attorneys and proxies so present, but if only one is present, then that one shall have full power to act.

Signed _____
(Applicant)

Date 6/20/2013



Bond Number BD134749

BID BOND

KNOW ALL BY THESE PRESENTS, that we, PESSINA TREE SERVICE of 45W520 JETER RD BIG ROCK, IL 60511 (hereinafter called the Principal), as Principal, and AUTO-OWNERS INSURANCE COMPANY (hereinafter called the Surety), as Surety, are held and firmly bound unto VILLAGE OF WILLOWBROOK 7760 S QUINCY ST, WILLOWBROOK IL 60527 (hereinafter called the Obligee), in the penal sum of Five Percent of bid Dollars (5% of Attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for TREE & STUMP REMOVAL AT VARIOUS LOCATIONS THROUGHOUT WILLOWBROOK

NOW, THEREFORE, if the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 11th day of June, 2013

Karam Weeber
Witness

[Signature]
PESSINA TREE SERVICE Principal
owner Title

Amanda Lamp
Amanda Lamp Witness

AUTO-OWNERS INSURANCE COMPANY
[Signature]
Jim House Attorney-in-Fact





Bond Number BD134749

ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 11th day of June, 2013, before me personally appeared Jim House, known to me to be the Attorney-in-Fact of AUTO-OWNERS INSURANCE COMPANY, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Amanda Lamp

Amanda Lamp
Notary Public in the State of Michigan
County of Eaton

AMANDA LAMP
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires January 1st, 2014
Acting in the County of Eaton

ADDENDUM NO. ONE

PREPARED BY: Garrett Hummel

DATE PREPARED: 29 May 2013

PROJECT: Tree and Stump Removal Services for Village Parks & Roadside Rights of Way, Medians, Parkways, and Specified Facilities

PROJECT NO.: 2013-02

OWNER: Village of Willowbrook

COPIES TO: All Bidding Contractors of Record
Tim Halik / Village of Willowbrook

NOTE: The following changes are hereby made to the Contract Documents and insofar as the original Contract Documents are inconsistent therewith, the changes herein shall govern. All bidders shall acknowledge this Addendum by inserting its number and date on their Bid Proposal.

Below and attached, please find the modified specification:

1. Page 2, Paragraph 3, containing the following language: "In accordance with the law and the provisions of 820ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by any one under contract for public works", not less than the prevailing rate of wages shall be paid to all laborers, workmen and mechanics performing work under this contract. Prospective Bidders shall thoroughly familiarize themselves with the provisions of the above mentioned act and shall prepare any and all bids in strict compliance therewith. Copies of the prevailing rate of wages for this Village are on file in the office of the Village Clerk of the Village of Willowbrook." Shall be deleted and replaced with the following language:

"As the work required under the specifications of this contract is landscaping work associated with the removal of diseased or irreparably damaged trees or trees that are a hazard, the work does not fall under the coverage of the Prevailing Wage Act."

2. Page 18, Section F, entitled "Prevailing Wages", shall be deleted and replaced with the following language:

"As the work required under the specifications of this contract is landscaping work associated with the removal of diseased or irreparably damaged trees or trees that are a hazard, the work does not fall under the coverage of the Prevailing Wage Act."

3. Page 27, Section C, Part 17, entitled "Prevailing Wages", shall be deleted and replaced with the following language:

"As the work required under the specifications of this contract is landscaping work associated with the removal of diseased or irreparably damaged trees or trees that are a hazard, the work does not fall under the coverage of the Prevailing Wage Act."

The following addendum must be signed and returned with bid submittal.

Page Two
Addendum Number One
May 29, 2013

I/we have received Addendum Number One/Tree and Stump Removal Specification:

COMPANY NAME: Pessina Tree Service, LLC

AUTHORIZED SIGNATURE: 

ATT: Pages 2,18,27

END OF ADDENDUM NO. 1

ADDENDUM NO. TWO

PREPARED BY: Garrett Hummel

DATE PREPARED: 11 June 2013

PROJECT: Tree and Stump Removal Services for Village Parks & Roadside Rights of Way, Medians, Parkways, and Specified Facilities

PROJECT NO.: 2013-02

OWNER: Village of Willowbrook

COPIES TO: All Bidding Contractors of Record
Tim Halik / Village of Willowbrook

NOTE: The following changes are hereby made to the Contract Documents and insofar as the original Contract Documents are inconsistent therewith, the changes herein shall govern. All bidders shall acknowledge this Addendum by inserting its number and date on their Bid Proposal.

Below and attached, please find the modified specification:

1. Page 29, Section 28, entitled "ADDITIONAL WORK – TREE REMOVAL AND STUMPING ON PRIVATE PROPERTY", shall be deleted in its entirety and replaced with the following language:

"ADDITIONAL WORK – TREE REMOVAL AND STUMPING ON PRIVATE PROPERTY"

The Village offers a private participation tree removal and stumping program to interested property owners. The Contractor will be required to remove Ash trees on private property at the unit price stated under "Additional Work" on the bid document. Work on private property, including brush removal and cleanup will be performed to the same specifications as provided in this document for removal and stumping of trees on public property. The agreement for the work will be between the Contractor and the resident.

The Program will work as follows:

- Step 1: Property owners who live in the area where tree removal will take place will receive a letter from the Village stating the Contractor name and price for Ash tree removal and stumping.
- Step 2: The property owner contacts the Contractor and arranges for Ash tree removal and stumping. All quotes must be provided in writing and agreed to in writing by the homeowner.
- Step 3: The Contractor invoices the property owner for the cost to perform the removal and stumping. The cost of the work is based upon the bid award for additional work.
- Step 4: The property owner submits payment directly to the Contractor.
- Step 5: A report shall be prepared during the contract period and submitted to the Village in a typed form listing location (address), number of trees removed, and amount invoiced to each property owner. The report shall be submitted to the Village upon completion of the entire project.

In instances where the Contractor cannot remove an Ash tree on private property due to an obstruction, access issues, or other extenuating circumstance(s), the Contractor must contact the

Page Two
Addendum Number Two
June 11, 2013

Director of Municipal Services or his designee to arrange a field viewing of the site. Examples of obstructions include but are not limited to: telephone wires, electrical wires, landscaping, fences, houses, patios, decks, etc. If the Director or his designee agrees that conditions exist which reasonably complicate removal of the Ash tree(s), the Contractor will not be required to remove the tree at the price listed under the additional work section of the contract and instead will be allowed to negotiate a price with the property owner."

The following addendum must be signed and returned with bid submittal.

I/we have received Addendum Number Two/Tree and Stump Removal Specification:

COMPANY NAME: Pessina Tree Service, LLC

AUTHORIZED SIGNATURE: 

ATT: Pages 29,30

END OF ADDENDUM NO. 2

Illinois Department of Agriculture

EMERALD ASH BORER COMPLIANCE AGREEMENT

Nursery, Nursery Dealer, Landscape Waste, Tree & Shrub Maintenance, Tree Pruning & Removal, Firewood

Company Name: Pessina Tree Service, LLC Contact Name: Mr./Ms. Mr. Dale Pessina
Mailing Address: Street 45W520 Jeter City/Town Big Rock State IL Zip code 60511
Telephone: 630/556-3985 Fax: E-mail: pessinatreeservice@yahoo.com
County Kane
Disposal or Processing Yard Location (if different than mailing address above): Street Same
City/Town Zipcode County

Applicable to State or Federal Cooperative Domestic Quarantines for the Emerald Ash Borer (Agrilus planipennis) pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.)

I acknowledge State and Federal regulations governing the Emerald Ash Borer (EAB) and "regulated articles". When working within and near EAB quarantine zone(s), I agree to supply records that may be required for inspection. I agree to comply with the procedures listed in this agreement or with other procedures as required by the Director of the Illinois Department of Agriculture as follows:

- 1. From April 30 to September 1, regulated article(s) originating on EAB-infested properties shall only be transported within regulated areas in an enclosed vehicle or a vehicle completely enclosed by a covering, such as canvas, plastic or other tightly woven cloth, adequate to prevent the passage of the Emerald Ash Borer to the environment;
2. Regulated articles shall not be moved out of quarantine zone(s) unless: a) the regulated articles have been chipped/processed to a size measuring less than 1.0 inch in two dimensions; b) the bark and outer 1/2 inch of sapwood has been removed; or c) the regulated articles are moved to a certified processing site (Certified processing sites may accept any regulated articles from September 1st to April 30th. Only regulated articles processed to a size measuring less than 1.0 inch in two dimensions or with the bark and outer one-half inch of sapwood removed may be accepted by a certified processing site from April 30 to September 1st);
3. All ash stumps will be ground to eight inches (8") below the soil surface and covered with soil;
4. Employers will inform their employees about the EAB quarantine zone(s) borders and about EAB quarantine regulations. Employers will also instruct employees how to identify the EAB and its signs;
5. The Illinois Department of Agriculture will be informed of any suspected EAB infestation;
6. A copy of this compliance agreement will be carried by employees working within EAB quarantine zone(s);
7. Per this agreement, ash products, ash nursery stock and/or live ash trees that originate from or are brought into a quarantine zone may not be removed from the zone, and may be subject to confiscation and destruction; and
8. Movement of ALL deciduous (non-coniferous) firewood out of or through the quarantine zone(s) is prohibited, regardless of initial origin unless the firewood has been kiln-dried and is accompanied by an appropriate regulatory certificate.

"Regulated Articles" are hereby defined as the following:

- 1) The Emerald Ash Borer (Agrilus planipennis Fairmaire) in any living stage of development;
2) Ash trees (Fraxinus spp.) of any size;
3) Ash limbs and branches;
4) Any cut non-coniferous firewood;
5) Bark from ash trees and wood-chips larger than one inch in two dimensions from ash trees;
6) Ash logs and lumber with either the bark or the outer one-half-inch of sapwood or both, attached;
7) Any item made from or containing the wood of the ash tree which is capable of spreading the emerald ash borer;
8) Any other article, product, or means of conveyance when it is determined by the Director of Agriculture that it presents the risk of spread of the Emerald Ash Borer in any stage of development.

Affixing of the signatures below will validate this agreement which shall remain in effect until cancelled. This document may be revised as necessary or revoked for noncompliance by the Department.

Signature Title Dale Pessina Owner Date Signed 8-19-09

State Agency Official Signature Compliance Agreement No:

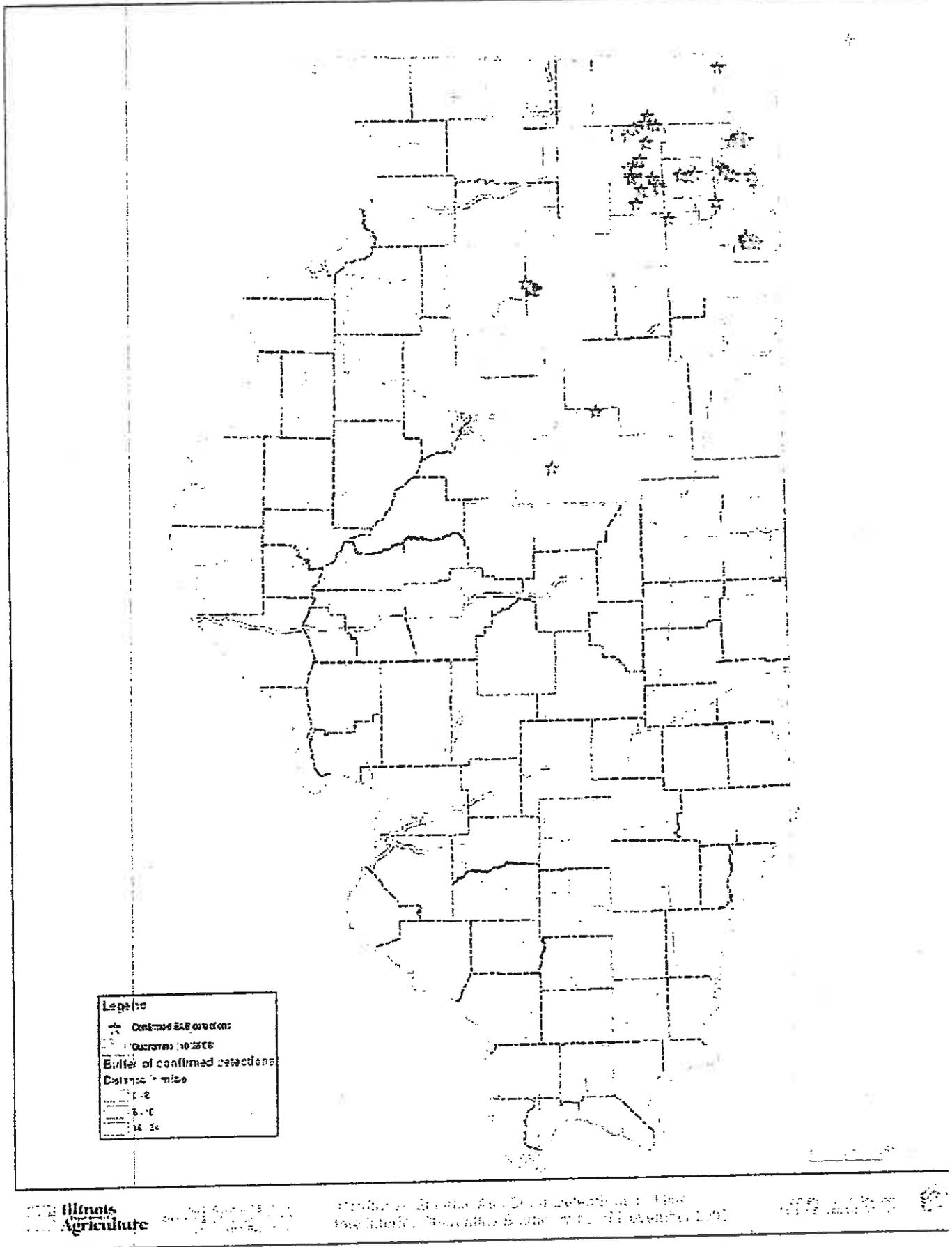
Illinois Department of Agriculture
2280 Bethany Road, Suite B
DeKalb, Illinois 60115
Phone: 815-787-5476
Fax: 815-787-5488



Illinois Department of Agriculture
P.O. Box 19281
Springfield, Illinois 62794-9281
Phone: 217-785-2427
Fax 217-524-4882

One original signed agreement to be maintained at the Illinois Dept. of Agriculture and a second original signed agreement to be maintained at the company office. For up-to-date information on EAB please go to: www.IllinoisEAB.com or www.state.il.us/EAB. [9/4/2007, EABComplianceAgreement V.doc]

Handwritten signature/initials at the bottom of the page.



International Society of Arboriculture

Certified Arborist™

Jacob W. Pessina

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture™, the abobe named is hereby recognized as an ISA Certified Arborist™.

D. Glenn

Certification Board, Chair
International Society of Arboriculture

J. Skiera

Jim Skiera, Executive Director
International Society of Arboriculture

IL-5059A

Certificate Number

Jun 10, 2008

Certified Since

Jun 30, 2014

Expiration Date

Equipment List

2012 Ford F350

2000 International 4700

72" Brush Mower

Skidsteer Grapple

2004 International 4200

2004 Vermeer BC-2000 XL Chipper

SC 752 Stump Cutter

2000 Vermeer Stump Grinder

1996 Vermeer M672 Stump Grinder

1997 Case Skid Loader

2005 Bobcat T300 Turbo mini Skidsteer

2002 GMC 7500

1996 GMC K29 2500

2003 International Truck

2004 Dolittle Trlr

2003 McClain Trlr

2008 Bri-Mar Trlr

2012 Inperial Split Floor Trlr

2005 Ploaris M500 Sportman ATV 4x4

2003 Kubota Tractor



Policy Number:

Date Entered: 4/19/2011

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2013

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

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

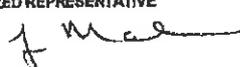
PRODUCER First Choice Insurance Consulting 409 Beltline Rd., Ste 140 Collinsville, IL 62234	CONTACT NAME:	
	PHONE (A/C No. Ext): (618) 343-0795	FAX (A/C No.): (618) 343-0814
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	American Interstate Insurance Co.
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED **Pessina Tree Service, LLC**
45W520 Jeter Road
Big Rock, IL 60511

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			AVWCIL2155082012	11/1/2012	11/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

CERTIFICATE HOLDER Village of Willowbrook Attn: Administrative Department 7760 Quincy Street Willowbrook, IL 60527	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**MUNICIPAL SERVICES COMMITTEE MEETING
AGENDA ITEM SUMMARY SHEET**

AGENDA ITEM DESCRIPTION

**DISCUSSION –
Purchase of Replacement Psion Handheld Programming Device –
Water Reading System**

COMMITTEE REVIEW

- Finance/Administration
- Municipal Services
- Public Safety

Meeting Date:

July 8, 2013

- Discussion Only
- Approval of Staff Recommendation (for consideration by Village Board at a later date)
- Seeking Feedback
- Approval of Staff Recommendation (for immediate consideration by Village Board)
- Regular Report
- Report/documents requested by Committee

BACKGROUND

The Aclara System software the Village currently utilizes to obtain water meter readings and complete the water billing process relies on a handheld programming device called a Psion. This handheld computer device is used in the field to program the Meter Transmitting Units (MTUs) after they are installed at each water account location. The MTU is wired to the actual water meter at each location in the distribution system. After programming, the MTU transmits water meter readings wirelessly to the Village Hall which are then used to generate water bills. The Village currently uses a primary Psion device at meter appointments, and we also have a back-up device in case of problems with the primary device. The devices were purchased in 2001.

REQUEST FOR FEEDBACK (if any)

We began to experience programming problems with our primary Psion. After initial diagnosis by technicians, the unit was subsequently sent back to Aclara for service, and we began using the back-up device for meter appointments. Recently, we began experiencing problems with the back-up device. Discussions with Aclara representatives at Midwest Meter, Inc. have revealed that both our handheld devices are outdated and compatibility issues are occurring with the updated system software. Aclara has suggested that we purchase a new Psion device. The second generation Psion device is fully compatible with our new system software and will also enable it to be used with our Data Collection Unit (DCU) II's in two-way communication mode, which is part of the system upgrade that our Aclara representative has recommended we consider as we begin to replace DCUs with failing batteries.

Given water department staff cannot program replacement MTUs without a working Psion device, and we were cancelling meter appointments throughout town, authorization was received from Mayor Trilla for an emergency purchase of a replacement Psion. Attached is the proposal received from Midwest Meter, Inc. for the purchase. The cost of the new second generation device, with operating license and training, was \$6,771. The order was placed on June 17th.

STAFF RECOMMENDATION

Staff would ask that the Committee recommend approval of this purchase after-the-fact, due to the immediate need for the replacement device. A resolution ratifying this purchase after-the-fact has been placed on tonight's Board agenda for consideration.



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrook.il.org

MONTHLY REPORT
MUNICIPAL SERVICES DEPARTMENT
Permits issued for the month of June, 2013

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton

Asphalt Repairs	2
Balcony Repairs	1
Basement Remodel	2
Concrete	5
Fence	3
Fire Panel	1
Irrigation System	2
Paver Patio	2
Plan Review	3
Pool Pavilion	1
Receptacle Addition	1
Remodel (Gift Shop)	1
Reoccupancy	3
Roof	15
Sign	3
Temporary Sign	2
Tenant Buildout	1
Waterheater	2
Window Replacement	6

TOTAL 56

Final Certificates of Occupancy 1
Temporary Certificates of Occupancy 0

Permit Revenue for June 2013 \$ 19,335.70

Total Revenue Collected for Fiscal Year To Date \$ 40,639.94

Total Budgeted for Fiscal Year 2013/14 \$ 150,000.00

Total Percentage of Budgeted Revenue Collected to Date 27.09

Respectfully submitted,

Timothy Halik
Village Administrator



Proud Member of the
Illinois Route 66 Scenic Byway

MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

Fiscal Year 2013/14

MONTH	CURRENT FISCAL YEAR	PRIOR FISCAL YEAR
MAY	\$ 21,169.24	\$ 33,083.60
JUNE	\$ 19,335.70	\$ 30,569.43
JULY		\$ 11,471.85
AUGUST		\$ 14,433.22
SEPTEMBER		\$ 28,145.41
OCTOBER		\$ 6,068.00
NOVEMBER		\$ 8,590.80
DECEMBER		\$ 14,215.08
JANUARY		\$ 27,201.63
FEBRUARY		\$ 7,918.18
MARCH		\$ 19,167.39
APRIL		\$ 32,909.32
COLLECTED REVENUE	\$ 40,639.94	\$ 223,573.91
BUDGETED REVENUE	\$ 150,000.00	\$ 110,000.00
REVENUES COLLECTED- (OVER)/UNDER BUDGET	\$ 40,639.94	\$ (123,573.91)
PERCENTAGE OF BUDGETED REVENUE COLLECTED	27.09	212.34

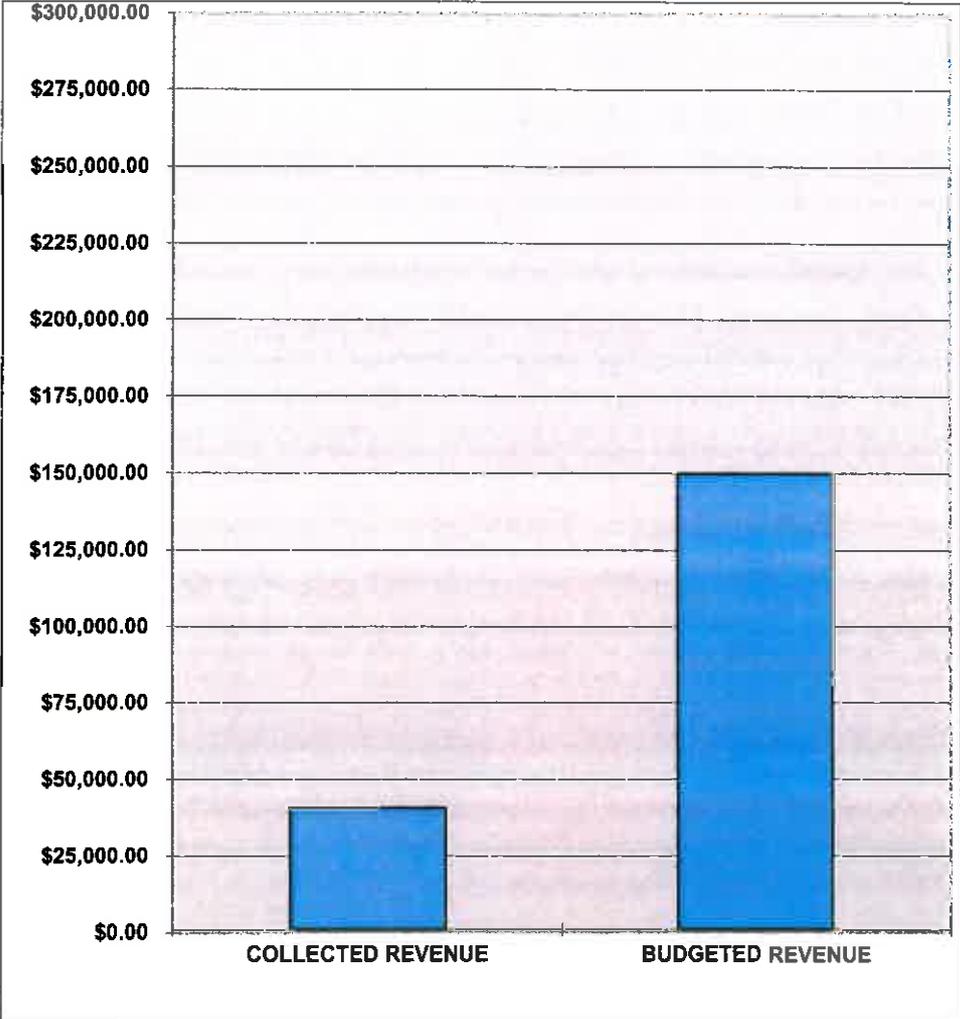
MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

	Fiscal Year 13/14	Fiscal Year 12/13
COLLECTED REVENUE	\$ 40,639.94	\$ 233,573.91
BUDGETED REVENUE	\$ 150,000.00	\$ 110,000.00

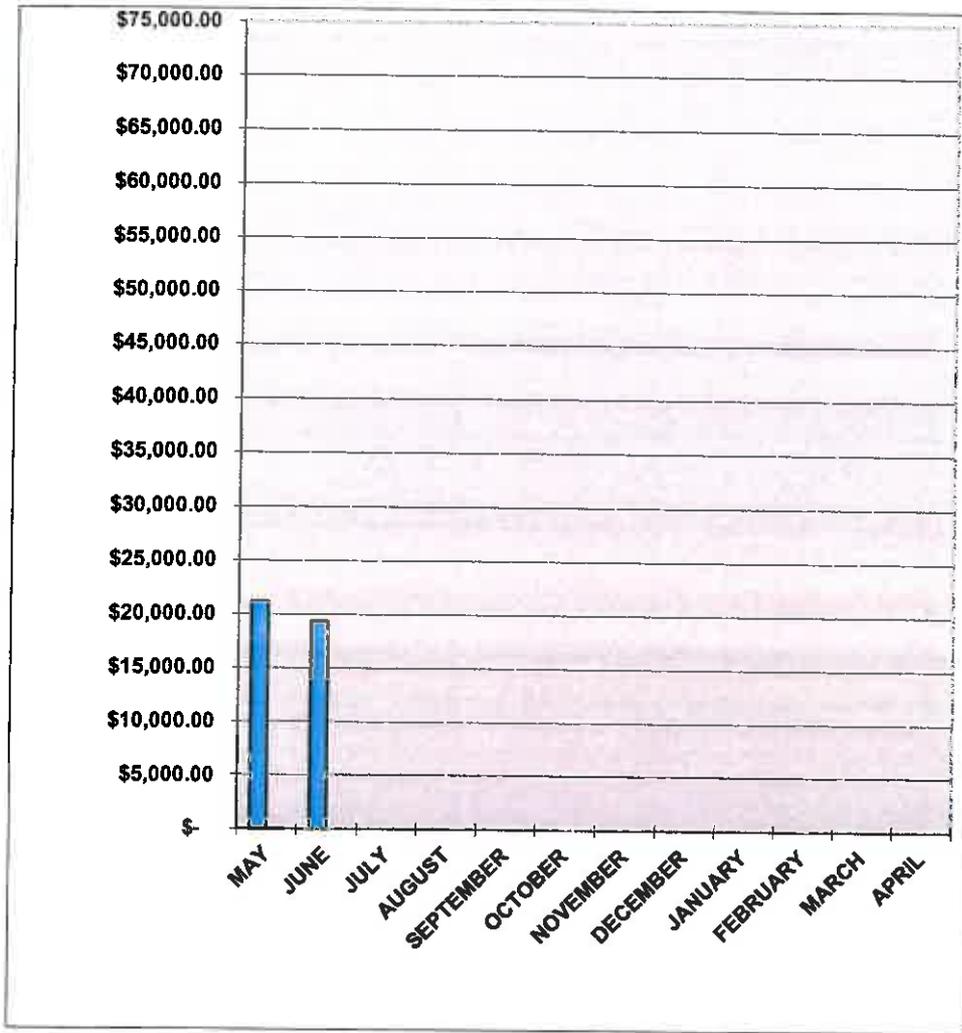
MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE



MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE



2012-13

Permit	Date Issued:	Name:	Address:	Permit Purpose:	Business Name:	Fee:	RES / COMM:	Date Released:	Date Permit Expires:
13-120	06/04/13	The Plastics Group	7409 Quincy Street	Asphalt Repairs	The Plastics Group	\$ 300.00	C	06/04/13	06/04/14
13-148	06/04/13	Denny's Restaurant	7737 Kingery	Asphalt Repairs	Denny's Restaurant	\$ 150.00	C	06/04/13	06/04/14
13-147	06/14/13	Red Roof Inn	7535 Kingery Highway	Balcony Repairs		\$ 868.50	R	06/14/13	06/14/14
13-170	06/17/13	Paul Wang	364 63rd Street	Basement Remodel		\$ 1,998.48	R	06/17/13	06/17/14
13-149	06/13/13	James Murphy	6136 Willowood Lane	Bathroom remodel		\$ 454.72	R	06/13/13	06/13/14
13-131	06/04/13	Lake Hinsdale Village	1 Clubhouse Lane	Concrete		\$ 300.00	R	06/04/13	06/04/14
13-069	06/24/13	Rudsen Bueser	256 Somerset	Concrete		\$ 75.00	R	06/24/13	06/24/14
13-184	06/24/13	Lake Hinsdale Village	65 Portwine	Concrete stairs		\$ 100.00	R	06/25/13	06/25/14
13-185	06/24/13	Lake Hinsdale Village	15 Clubside	Concrete stairs		\$ 100.00	R	06/24/13	06/24/14
13-187	06/25/13	Lake Hinsdale Village	46 Portwine	Concrete stairs		\$ 100.00	R	06/25/13	06/25/14
13-128	05/29/13	Jerry Zeman	6404 Meadow Lane	Fence		\$ 50.00	R	05/29/13	05/29/14
13-140	06/11/13	David Mineau	6461 Tennessee	Fence		\$ 50.00	R	06/14/13	06/14/14
13-167	06/24/13	Kimberly Temen	413 79th Street	fence		\$ 50.00	R	06/24/13	06/24/14
13-173	06/25/13	Willowbrook Square	16-104 W. 63rd Street	Fire Panel	Willowbrook Square	\$ 100.00	C	06/25/13	06/25/14
13-138	06/13/13	Mike Grogan	6349 Wesley Road	Irrigation System		\$ 75.00	R	06/13/13	06/13/14
13-160	06/13/13	Deo Uday	5930 Western Avenue	Irrigation System		\$ 75.00	R	06/13/13	06/13/14
13-154	06/11/12	Steve DeJong	6209 Willowood Lane	Paver Patio		\$ 50.00	R	06/11/13	06/11/14
13-137	06/14/13	Mike Grogan	6349 Wesley Road	Paver Patio		\$ 50.00	R	06/14/13	06/14/14
	06/25/13	Willowbrook Ford	7301 Kingery	Plan Review	Willowbrook Ford	\$ 4,000.00	C	06/25/13	06/25/14
	06/27/13	Willowbrook Center	7301 Kingery	Plan Review	Datamation	\$ 4,000.00	C	06/25/13	06/25/14
	06/28/13	Plan Review	503 W. 64th Street	Plan Review		\$ 750.00	R	06/28/13	06/28/14
	06/14/13	Kevin Connors	6481 Tennessee	Pool Pavilion		\$ 489.99	R	06/14/13	06/14/14
13-052	06/14/13	Starbucks	7167 Kingery	Receptacle	Starbucks	\$ 150.00	C	06/14/13	06/14/14
13-084	06/27/13	Chateau Nursing	7050 Madison St	Remodel Gift Shop	Chateau Center	\$ 1,200.00	C	06/27/13	06/27/14
13-159	06/04/13	Mark Morrissey	7000 Adams	Reoccupancy	ZDL Express Inc.	\$ 200.00	C	06/04/13	06/04/14
13-163	06/13/13	Willowbrook Off Plaza	621 Plainfield	Reoccupancy		\$ 200.00	R	06/13/13	06/13/14
13-183	06/28/13	Willow Lake Office	642 Executive	reoccupancy	Law Office R. Chio	\$ 200.00	C	06/28/13	06/28/14
13-150	06/11/13	Diane Perez	233 Somerset	Roof		\$ 35.00	R	06/14/13	06/14/14
13-142	06/11/13	Carole Karne	248 79th Street	Roof		\$ 35.00	R	06/14/13	06/14/14
13-145	06/11/13	Mary Courtney	853 Cramer Court	Roof		\$ 35.00	R	06/14/13	06/14/14
13-144	06/11/13	Carlos Diaz	206 59th Street	Roof		\$ 35.00	R	06/14/13	06/14/14
13-143	06/11/13	Chuan Zhang	6413 Waterford Ct.	Roof		\$ 35.00	R	06/14/13	06/14/14
13-130	06/14/13	Joe Paterno	733 W. 67th Place	Roof		\$ 35.00	R	06/14/13	06/14/14
13-136	06/04/13	Bob Kaplan	855 Cramer Ct	Roof		\$ 35.00	R	06/14/13	06/14/14
13-139	06/04/13	Virginia Braucher	710 73rd Ct	Roof		\$ 70.00	R	06/14/13	06/14/14
13-135	06/04/13	Ahmed Hedayat	440 Creekside Ct	Roof		\$ 35.00	R	06/14/13	06/14/14
13-132	06/04/13	Rich Austin	6240 Squire Lane	Roof		\$ 35.00	R	06/14/13	06/14/14
13-133	06/04/13	Michael Naddad	6816 Caitlin Court	Roof		\$ 35.00	R	06/14/13	06/14/14
13-174	06/20/13	James Brockschmidt	425 79th Street	Roof		\$ 35.00	R	06/13/13	06/13/14
13-175	06/20/13	Renee Gumbel	101 Lake Hinsdale	Roof		\$ 35.00	R	06/13/13	06/13/14
13-176	06/20/13	Renee Gumbel	201 Lake Hinsdale	Roof		\$ 35.00	R	06/13/13	06/13/14
13-189	06/27/13	Carl Laudando	320 60th Court	Roof		\$ 35.00	R	06/27/13	06/27/14
13-155	06/14/13	Top Driver	313 75th Street	Sign	Top Driver	\$ 274.51	C	06/14/13	06/14/14

2012-13

Permit	Date Issued:	Name:	Address:	Permit Purpose:	Business Name:	Fee:	RES / COMM:	Date Released:	Date Permit Expires:
13-118	06/20/13	Kenneth Smallwood	305-341 75th Street	Sign		\$ 960.00	R	06/20/13	06/20/14
13-180	06/27/13	Luciano's Wildfire	7611 Madison	Sign	Luciano	\$ 100.00	C	06/27/13	06/27/14
13-162	06/14/13	Fantastic Nails	7225 Kingery	Temp Sign		\$ 100.00	R	06/14/13	06/14/14
13-161	06/04/13	Ultimate Golf	7203 Kingery	Temporary Sign	Ultimate Golf	\$ 50.00	C	06/04/13	06/04/14
13-181	06/25/13	Willowbrook Off Plaza	7632 Plaza	Tenant Buildout	Inland Sales Group	\$ 550.00	C	06/25/13	06/25/14
13-146	06/10/13	Cesar Biala	7811 Cherrytree Lane	Waterheater		\$ 50.00	R	06/10/13	06/10/14
13-146	06/14/14	Cesat Biala	7811 Cherrytree Lane	Waterheater		\$ 50.00	R	06/14/13	06/14/14
13-156	06/13/13	John Wagner	321 60th Ct	Window Replacement		\$ 75.00	R	06/13/13	06/13/14
13-165	06/14/13	Joseph Paterno	733 W. 67th Place	Window Replacement		\$ 75.00	R	06/14/13	06/14/14
13-157	06/14/13	Mary Rourke	250 Weather Hill Dr	Window Replacement		\$ 75.00	R	06/14/13	06/14/14
13-158	06/14/13	Robert Mariani	6158 Knollway	Window Replacement		\$ 75.00	R	06/14/13	06/14/14
13-134	06/14/13	Rabecca Collin	6102 Knoll Valley Dr	Window Replacement		\$ 75.00	R	06/14/13	06/14/14
13-121	06/04/13	George Simon	6330 Raleigh Rd	Window Replacement		\$ 75.00	R	06/04/13	06/04/14

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 16.67
 RUN: 07/01/13 11:06AM

REVENUE REPORT FOR JUNE, 2013

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>GENERAL CORPORATE FUND</u>						
<u>Operating Revenue</u>						
<u>Property Taxes</u>						
01-310-101	PROPERTY TAX LEVY-SRA	33,650.61	33,650.61	67,908.00	49.55	34,257.39
01-310-102	PROPERTY TAX LEVY-RD & BRIDGE	48,588.64	48,741.72	93,000.00	52.41	44,258.28
01-310-103	PRIOR YEAR TAX COLL	0.00	0.00	0.00	0.00	0.00
*TOTAL	Property Taxes	82,239.25	82,392.33	160,908.00	51.20	78,515.67
<u>Other Taxes</u>						
01-310-201	MUNICIPAL SALES TAX	304,369.58	554,507.08	3,447,000.00	16.09	2,892,492.92
01-310-202	ILLINOIS INCOME TAX	78,886.06	124,316.11	725,760.00	17.13	601,443.89
01-310-203	AMUSEMENT TAX	4,982.93	13,426.69	31,000.00	43.31	17,573.31
01-310-204	REPLACEMENT TAX	0.00	284.67	1,188.00	23.96	903.33
01-310-205	UTILITY TAX	76,788.73	167,362.46	1,160,000.00	14.43	992,637.54
01-310-207	TELECOMMUNICATION LEASE	0.00	0.00	32,743.00	0.00	32,743.00
01-310-208	PLACES OF EATING TAX	40,623.70	79,720.35	450,000.00	17.72	370,279.65
01-310-209	WATER TAX	11,791.04	19,727.92	144,947.00	13.61	125,219.08
01-310-210	WATER TAX - CLARENDON WATER CO	0.00	0.00	750.00	0.00	750.00
*TOTAL	Other Taxes	517,442.04	959,345.28	5,993,388.00	16.01	5,034,042.72
<u>Licenses</u>						
01-310-301	VEHICLE LICENSES	0.00	0.00	0.00	0.00	0.00
01-310-302	LIQUOR LICENSES	0.00	0.00	51,500.00	0.00	51,500.00
01-310-303	BUSINESS LICENSES	0.00	0.00	40,770.00	0.00	40,770.00
01-310-305	VENDING MACHINE	0.00	0.00	2,000.00	0.00	2,000.00
01-310-306	SCAVENGER LICENSES	0.00	0.00	1,000.00	0.00	1,000.00
*TOTAL	Licenses	0.00	0.00	95,270.00	0.00	95,270.00
<u>Permits</u>						
01-310-401	BUILDING PERMITS	19,335.70	40,639.94	150,000.00	27.09	109,360.06
01-310-402	SIGN PERMITS	1,384.50	1,384.50	4,000.00	34.61	2,615.50
01-310-403	OTHER PERMITS	0.00	60.00	400.00	15.00	340.00
01-310-404	COUNTY BMP FEE	0.00	0.00	0.00	0.00	0.00
*TOTAL	Permits	20,720.20	42,084.44	154,400.00	27.26	112,315.56
<u>Fines</u>						
01-310-501	CIRCUIT COURT FINES	9,540.05	21,068.45	120,000.00	17.56	98,931.55
01-310-502	TRAFFIC FINES	2,408.33	5,404.99	25,000.00	21.62	19,595.01
01-310-503	RED LIGHT FINES	67,450.00	124,525.00	540,000.00	23.06	415,475.00
*TOTAL	Fines	79,398.38	150,998.44	685,000.00	22.04	534,001.56

VILLAGE OF WILLOWBROOK - PUMPAGE REPORT
TOTAL GALLONS PUMPED
FY 2002/03 - FY 2013/14

Month	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12
May	32,267,000	33,518,000	35,018,000	35,919,000	35,162,000	36,696,000	33,890,000	31,322,000	31,715,000	30,725,000
June	38,911,000	38,691,000	35,447,000	48,511,000	42,471,000	43,700,000	33,817,000	32,087,000	31,799,000	32,620,000
July	52,100,000	39,116,000	41,248,000	52,479,000	43,279,000	44,574,000	41,463,000	36,819,000	38,513,000	41,371,000
August	44,167,000	40,433,000	41,059,000	47,861,000	41,114,000	38,778,000	43,017,000	38,516,000	38,745,000	35,639,000
September	40,838,000	36,275,000	39,658,000	43,906,000	32,998,000	42,013,000	33,418,000	34,331,000	33,992,000	32,273,000
October	33,128,000	31,667,000	33,765,000	35,009,000	31,937,000	34,612,000	30,203,000	28,919,000	33,789,000	29,892,000
November	28,560,000	28,260,000	30,106,000	29,515,000	29,153,000	29,847,000	28,054,000	26,857,000	28,125,000	27,138,000
December	30,503,000	29,133,000	32,786,000	31,086,000	30,102,000	31,435,000	29,568,000	28,931,000	29,257,000	28,643,000
January	30,343,000	29,602,000	31,223,000	29,411,000	30,340,000	32,444,000	29,383,000	28,123,000	28,401,000	28,846,000
February	27,216,000	28,755,000	26,768,000	27,510,000	29,078,000	29,470,000	26,629,000	25,005,000	24,988,000	26,635,000
March	29,488,000	30,315,000	30,025,000	29,905,000	30,362,000	31,094,000	28,408,000	27,945,000	27,909,000	28,911,000
April	29,845,000	29,350,000	29,478,000	30,452,000	29,468,000	30,239,000	27,193,000	27,793,000	27,145,000	34,220,000
TOTAL	417,366,000	396,115,000	406,581,000	441,564,000	405,464,000	424,902,000	385,043,000	366,648,000	374,378,000	376,913,000

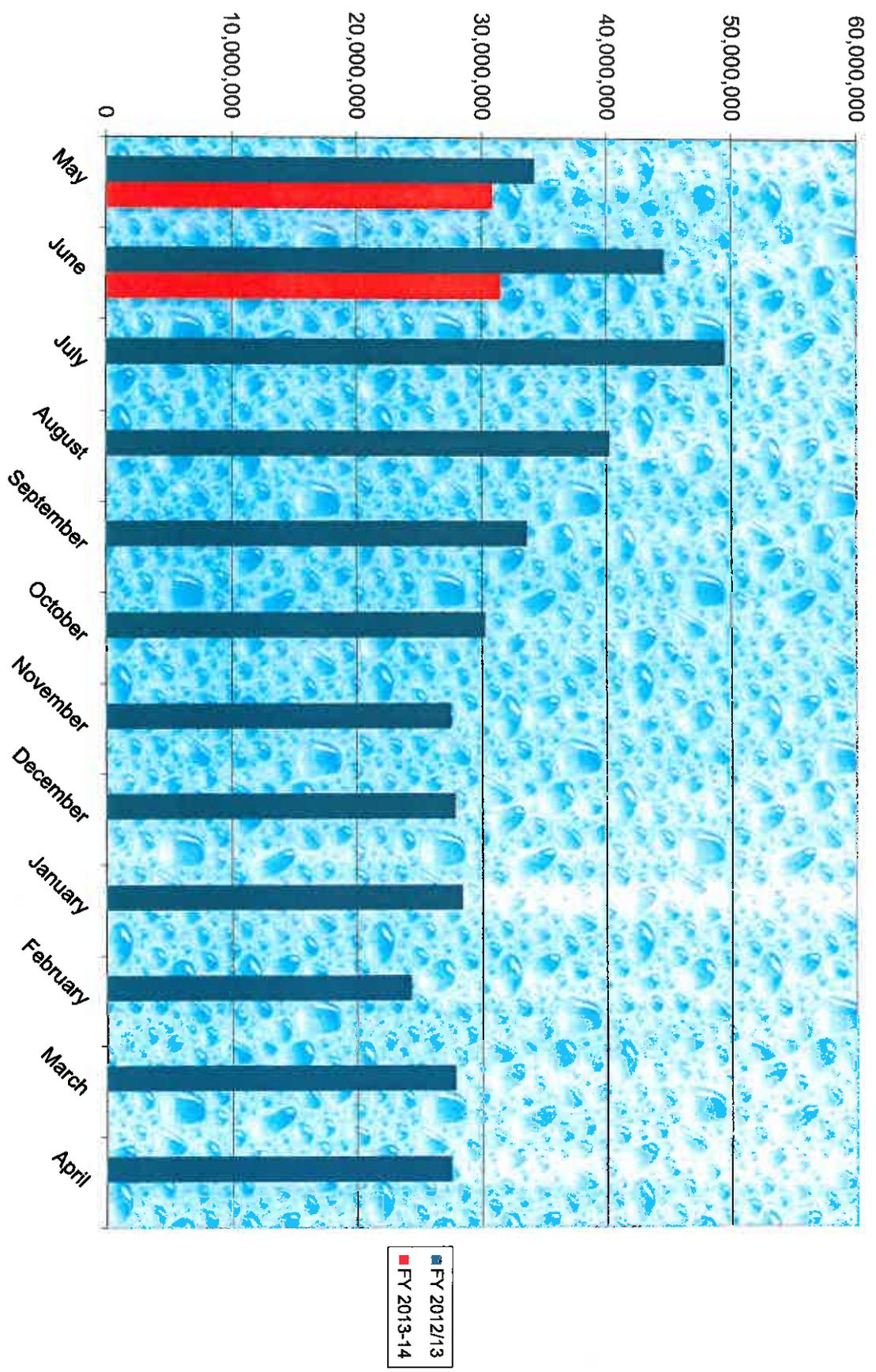
YEAR TO DATE LAST YEAR (gallons): 78,855,000
 YEAR TO DATE THIS YEAR (gallons): 62,372,000
 DIFFERENCE (gallons): -16,483,000

PERCENTAGE DIFFERENCE (+/-): -20.90%

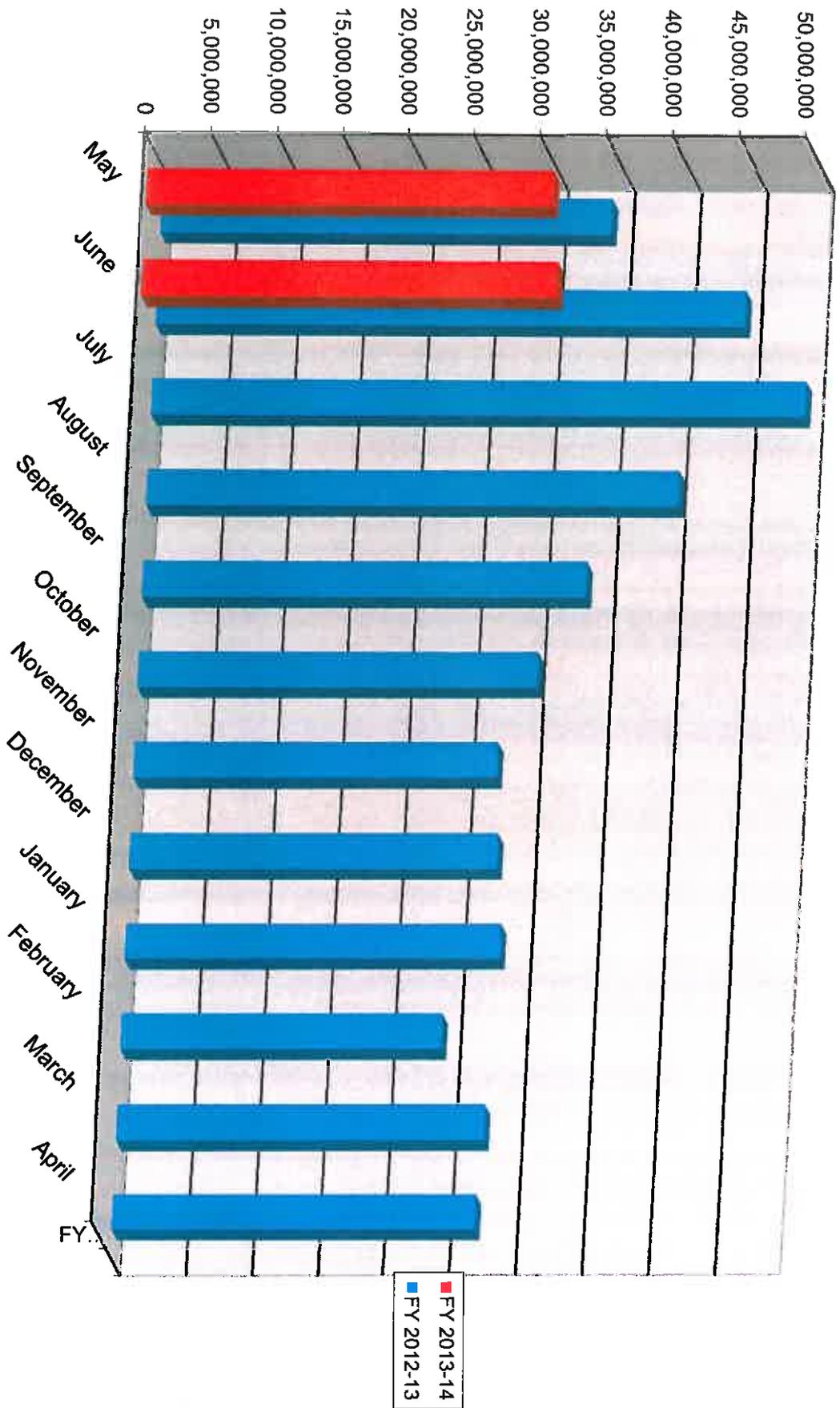
FY13/14 PUMPAGE PROJECTION (gallons): 395,000,000
 FY13/14 GALLONS PUMPED TO DATE: 62,372,000
 CURRENT PERCENTAGE PUMPED COMPARED TO PROJECTION: 15.79%

All table figures are in millions of gallons sold on a monthly basis per fiscal year.

Village of Willowbrook Pumpage Report



Monthly Pumpage Chart





Village of Willowbrook **May 2013 - Status Report**

Season Perspective

The 2012 drought was at maximum intensity last July and August. Precipitation returned to normal by winter, and then surged much above normal by late winter and early spring. April of 2013 was the wettest April on record with 10.68 inches of rain falling at O'Hare. This precipitation pattern officially brought northern Illinois out drought condition, replenished the soil moisture to a saturated level, and has left many areas vulnerable to flooding.

Weather conditions critically affect the seasonal mosquito population. Excessive rainfall periods trigger hatches of floodwater mosquitoes (*Aedes vexans*), the dominant annoyance species in northern Illinois that has a flight range of 15 to 20 miles. The series of five (5) heavy rainfalls beginning on April 18th through late May has set the stage for an above average beginning to the mosquito season. Back-to-back floodwater mosquito hatches are predicted to impact northern Illinois through the middle of June. Following the cool snap over the Memorial Day weekend, the long range forecast into mid-June shows above normal temperatures into mid-June. As temperatures rebound, an increase in mosquito annoyance conditions is expected. Inspection and larviciding operations have been intensified and truck adult mosquito control sprayings should be timed to hit brood peaks.

Mosquito-Borne Disease Update

In 2012, there was a resurgence of West Nile virus (WNV) in the United States with 5,674 human cases including 286 deaths occurring. This activity ranked last year as the second worst going back to 1999 when WNV was first detected in the New York City area. The most human cases (9,862) were reported in 2003.

At this time, no human cases have been reported by the Centers for Disease Control and Prevention (CDC) in the United States.



Illinois Department of Public Health West Nile has not yet updated the virus data summary for 2013. (5-6-2013)

County	American Crow	Blue Jay	Other Birds	Mosquito Batches	Horse	Humans
Cook	0	0	0	0	0	0
DeKalb	0	0	0	0	0	0
Du Page	0	0	0	0	0	0
Kane	0	0	0	0	0	0
Kendall	0	0	0	0	0	0
Lake	0	0	0	0	0	0
McHenry	0	0	0	0	0	0
Stephenson	0	0	0	0	0	0
Will	0	0	0	0	0	0
Winnebago	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0

Brood Prediction

The floodwater mosquito (*Aedes vexans*) is the key nuisance species in the Chicagoland area. Distinct hatches of floodwater mosquito populations, or broods, are triggered by significant rainfall events. The Clarke Brood Prediction Model calculates peak annoyance periods based on rainfall and temperature data collected from weather stations in your area.

Weather Station Name	Rainfall Date	Rain Amount	Brood Prediction Date
Du Page Co.	05/02/2013	0.42	05/23/2013
Du Page Co.	05/20/2013	0.75	06/03/2013
Du Page Co.	05/22/2013	1.27	06/05/2013

Upcoming June Operations

- 1 Completed Inspection
- 2 Targeted Inspections
- 1 Back Pack Treatment



May 2013 New Jersey Light Trap Counts

(*Red numbers indicate an annoyance level)

Trap Location	May 20	May 22	May 24	May 27	May 29	May 31
7710 Virginia Court	13	19	0	2	14	28

Recommendations

The CDC currently shows a risk category 2. Increase larval control, source reduction, and public education emphasizing personal protection measures, particularly among the elderly. Intensify adult mosquito control in areas where surveillance indicates human risk, initiate adult mosquito control if not already in progress, initiate visible activities in community to increase attention to WNV transmission risk. Work with collaborators to reduce risks to the elderly.

Operation and Surveillance Reports

Below is a report outlining all services performed in the month of May. These services could include the following:

- **0952 N. J. Light Trap Seasonal Service:** *Seasonal Light Trap Service for adult mosquito population monitoring.*
- **1252 Complete Site Larval Insp Serv:** *Inspection service of all potential mosquito larvae development sites.*
- **1302 Targeted Site Larval Inspection:** *Inspection of all targeted larval development sites.*
- **1752 Backpack Larviciding:** *Backpack larviciding for biological control of mosquito larvae sites.*
- **1754 Hand Larviciding:** *Hand equipment larviciding for biological control of mosquito larvae.*
- **2019 Altosid XR CB Bike - 150 day:** *Catch Basin treatment for larval control.*
- **2020 Altosid XR BYCB Bike - 150 day:** *Backyard catch basin treatment for larval control.*

Services Performed May 2013:

Service Item	Start Date
ROS0952 - N.J. Light Trap Seasonal Serv	05/03/2013
ROS2020 - Altosid XR BYCB Bike - 150 day	05/10/2013
ROS1754 - Hand Larviciding	05/14/2013
ROS1302 - Targeted Site Larval Insp Serv	05/14/2013
ROS2019 - Altosid XR CB Bike - 150 day	05/30/2013
ROS1754 - Hand Larviciding	05/31/2013
ROS1302 - Targeted Site Larval Insp Serv	05/31/2013