

EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 [www.willowbrookil.org](http://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, AUGUST 12, 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 – July 8, 2013 Regular Meeting of the Municipal Services Committee
4. REPORT – Bid Results: Tree Planting Services Contract (EAB Management Plan)
5. REPORT – Municipal Services Department:
  - a. July Monthly Permit Activity Report
  - b. Water System Pumpage Report
  - c. June Monthly Mosquito Abatement Report
6. VISITOR'S BUSINESS  
(Public comment is limited to three minutes per person)
7. COMMUNICATIONS
8. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL  
SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY,  
JULY 8, 2013 IN THE VILLAGE HALL, 7760 QUINCY STREET, IN THE  
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

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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 June 10, 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 – Bid Results: Tree and Stump Removal Services (EAB Management Plan)

Administrator Halik advised the Committee that 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. Halik advised that two 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 sealed bids were received prior to the deadline. Halik advised that the low bidder was Pessina Tree Services, LLC at a total of \$495 per tree. Halik shared that the staff estimate for this scope of work was \$465 per tree, so this bid came in slightly higher, but perhaps we can make up the difference on the planting contract bid. Halik also advised the Committee that 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. Halik referenced the two tables within the Committee packet which detailed the private participation bid costs. The private tree removal component cost is based on the diameter of the tree being removed starting at \$35 per inch for trees up to 12 inches in diameter, and increasing to \$100 per inch for trees over 30 inches in diameter. All private stump removals will be charged \$12 per inch regardless of size. Halik advised that 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 for this evening for consideration. Chairman Mistele recommended that adequate notice be provided to residents. Halik shared that, now that we are aware of the prices, we can finalize our direct mailing to residents advising them of the program.

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

Administrator Halik advised the Committee that 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 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. Halik shared that 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 second generation Data Collection Units 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. Halik advised that within the Committee 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. The Committee agreed with the decision to purchase the new handheld device.

6. REPORT – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for June showing that we have taken in slightly over \$19,000 in permit revenue for the month. Halik advised that two months into the 2013/14 fiscal year, we have taken in about 27% of our anticipated FY2013/14 budgeted revenue.
- b. Administrator Halik shared the water system pumpage report. The report indicates that we pumped about 31.5 million gallons in the month of June. At this point, we have pumped about 21% less water this year as compared to the same timeframe last year. However, so far, total pumpage is on track to meet our annual pumpage projection of 395,000,000 gallons.
- c. Administrator Halik shared the May 2013 Mosquito Status Report from Clarke. The report shows that all trap counts taken at the end on May are below the annoyance level of thirty females per count. Halik said that both he and representatives from Clarke monitor the collected mosquito data throughout the season in order to make treatment decisions.

7. VISITOR'S BUSINESS

(none)

8. COMMUNICATIONS

Trustee Berglund advised that prior Village newsletters contained important community phone numbers for reference. However, lately, the numbers have not been printed within the newsletters. Trustee Berglund was not aware of the reason that the numbers were

removed, but asked if they could be put back in because they are helpful to the community. Administrator Halik advised that it was his understanding that the numbers were removed due to space constraints within the last newsletter. However, he advised that the numbers could definitely be added in future newsletters.

9. ADJOURNMENT

Motion to adjourn was made by Chairman Mistele and seconded by Trustee Berglund. The meeting was adjourned at 6:22 PM.

(Minutes transcribed by: Tim Halik, 8/7/13)

**MUNICIPAL SERVICES COMMITTEE MEETING**

**AGENDA ITEM SUMMARY SHEET**

**AGENDA ITEM DESCRIPTION**

**REPORT –**

**Bid Results: Tree Planting Services Contract  
(EAB Management Plan)**

**COMMITTEE REVIEW**

- Finance/Administration
- Municipal Services
- Public Safety

Meeting Date:

August 12, 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 June 28, 2013, the Village went out to bid on a contract which includes the planting and mulching of new trees to replace trees removed as a result of the emerald ash borer (EAB) infestation. The Village will purchase the replacement trees separately – this contract would merely include the installation of the new trees. The public bid opening was held on Friday, August 2nd at 10:30 AM. A total of two (2) sealed bids were received prior to the deadline:

<u>VENDOR</u>	<u>BID AMOUNT</u>
<i>(Village Staff Estimate)</i>	\$44,215 (\$185/tree)
The Fields on Caton Farm, Inc.	Tree Planting - \$22,705 (\$95/tree)
Falco's Landscaping	Tree Planting - \$27,485 (\$115/tree)

Similar to the prior Tree Removal Services Contract, this contract also included a private participation component seeking pricing on tree re-planting on private property (as a result of a tree removed due to EAB). The Fields on Caton Farm offered to plant and mulch trees on private property at a cost of \$135/tree. The property owner would need to purchase the tree and arrange for its transport to the site.

The Fields on Caton Farm, Inc. provided a full list of municipal references. Staff has contacted these references and has received no negative feedback.

The award of this contract will complete the scope of work anticipated in year one of our Emerald Ash Borer (EAB) Management Program. Depending on the rate of decline of the remaining identified ash trees, next year's program will likely include a similar number of trees to be removed/re-planted. With regard to this year's program costs, staff had originally estimated the cost for removal and replacement to be \$850/tree. In actuality, the final prices this year came in at \$815/tree.

**STAFF RECOMMENDATION**

Staff would recommend that the contract for this work be awarded to The Fields on Caton Farm, Inc. Staff has developed an informational packet which has already been sent out to each property owner adjacent to a location where a tree has been identified for removal. The information will allow residents to provide feedback on the species of replacement tree they would prefer.



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

Required For Use By:

**VILLAGE OF WILLOWBROOK**  
Willowbrook, Illinois 60527  
June 27, 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:	SEPTEMBER 1, 2013 – MAY 31, 2014
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:	<b>10:30 AM CST August 2, 2013</b> <b>WILLOWBROOK VILLAGE HALL</b> 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 PLANTING SERVICES FOR VILLAGE PARKS & ROADSIDE RIGHTS OF WAY, MEDIANS, PARKWAYS, AND SPECIFIED FACILITIES**

**Bid Opening:**                **10:30 AM CST August 2, 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.

As the work required under the specifications of this contract is landscaping work associated with the replacement 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 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:

THE FIELDS ON CANTON FARM, INC

2412 HACKER DRIVE

CREST HILL, IL 60403

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 planting 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:

**TYPE OF INSURANCE**

**MINIMUM INSURANCE COVERAGE**

**COMMERCIAL GENERAL LIABILITY**

1. Comprehensive Form
2. Premises - Operations
3. Explosion & Collapse Hazard
4. Underground Hazard
5. Products/Completed Operations Hazard
6. Contractual Liability Coverage Included
7. Broad Form Property Damage - construction projects only.
8. Independent contractors
9. Personal Injury

**COMBINED SINGLE LIMIT PER OCCURRENCE  
FOR BODILY INJURY AND PROPERTY DAMAGE  
\$1,000,000**

**PERSONAL INJURY PER OCCURRENCE  
\$1,000,000**

**GENERAL AGGREGATE  
\$2,000,000**

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Business Automobile Liability **COMBINED SINGLE LIMIT PER OCCURRENCE**  
Any Auto, Owned, Non-Owned **FOR BODILY INJURY AND PROPERTY DAMAGE**  
Rented/Borrowed **\$1,000,000**

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Worker's Compensation and Occupational Diseases **STATUTORY LIMIT**

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Employer's Liability Insurance per Occurrence **\$500,000**

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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 SEE ATTACHED CERTIFICATE
- B. Policy Number \_\_\_\_\_
- C. Policy Term: (From) \_\_\_\_\_ (To) \_\_\_\_\_
- D. Endorsement Effective Date \_\_\_\_\_
- E. Named Insured \_\_\_\_\_
- F. Address of Named Insured \_\_\_\_\_
- G. Limit of Liability Any One Occurrence/  
Aggregate \$ \_\_\_\_\_
- H. Deductible or Self-Insured Retention (Nil unless otherwise specified)  
\$ \_\_\_\_\_

**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.**

*SEE ATTACHED CERTIFICATE*

I, \_\_\_\_\_ (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: \_\_\_\_\_

Organization: \_\_\_\_\_

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

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

**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: SEE ATTACHED ENDORSEMENT

Name of Insured: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: \_\_\_\_\_

Endorsement Effective Date: \_\_\_\_\_

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

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

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

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name of Person or Organization:</b> Any person or organization you are obligated by the terms of a written contract to name as Additional Insured.</p>
--

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

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

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name of Person or Organization:</b> Any person or organization you are obligated by the terms of a written contract to name as Additional Insured.
<b>Location And Description of Completed Operations:</b>
<b>Additional Premium:</b>

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

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

The Field's on Caton Farm, Inc. as part of its bid on a  
(Name of Contractor)

contract for TREE PLANTING SERVICE FOR VILLAGE PARKS AND ROADSIDE RUNN, MEDIANS, PARKWAYS 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: Gray Cavallo  
Authorized Agent of Contractor

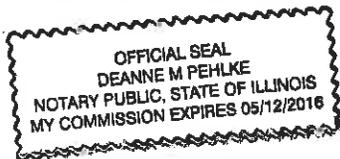
SUBSCRIBED AND SWORN BEFORE ME

This 26<sup>th</sup> day of  
July, 20 13.

MY COMMISSION EXPIRES:

05-12-2016

Deanne M Pehlke  
NOTARY PUBLIC



CONTRACT – Page One of Two

1. This agreement, made and entered into this 31 day of July 20 13, between the Village of Willowbrook, acting by and through its Mayor and Board of Trustees and THE FIELDS ON CANYON FARM, INC.
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, THE FIELDS ON CANYON FARM, INC. 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:

THE FIELDS ON CANYON FARM, INC.

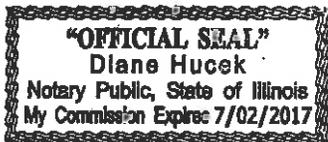
By: Diane Hucek  
Secretary

By: [Signature]  
President

SUBSCRIBED AND SWORN BEFORE ME

This 31 day of July, 20 13.

MY COMMISSION EXPIRES: JULY 02, 2017



[Signature]  
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 Bidder is responsible for coordinating with JULIE. All locates must be marked prior to any digging. 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**

As the work required under the specifications of this contract is landscaping work associated with the replacement 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.

### **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.

**THIS PAGE INTENTIONALLY LEFT BLANK**

### III. TERMS AND CONDITIONS OF THE SPECIFIC PROJECT

#### A. TREE PLANTING

##### 1. SCOPE OF WORK

These Detailed Specifications are for the planting 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 planting locations will be marked by the Village. The planting list for the trees will contain the street name and address of the tree to be planted. The Village estimates the planting of 239 trees in association with this project. The following species will make up this year's planting list: Baldcypress, Callerya Pear 'Chanticlear', Catalpa, Ginkgo 'Princeton Sentry', Hackberry 'Chicagoland', Honeylocust 'Skyline', Kentucky Coffeetree, Linden - American 'Redmond', Linden - Silver 'Sterling', Maple - Norway 'Emerald lust', Maple - Sugar 'Green Mountain', Oak - Bur, Oak - Swamp White, Maple - Miyabei 'Morton', Maple - Black 'Green column', Maple - Tataricum, London Planetree, Oak - Shingle, Oak - Chinquapin.

The contract will cover the period of September 1, 2013 through May 31, 2014.

##### 2. LOCATION OF TREE PLANTING

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. Trees will be planted on Village parkways and public property at various locations within the Village. It is the bidder's responsibility to notify and make arrangements with JULIE. JULIE locators should be instructed to locate the entire parkway unless otherwise noted. The Village will then mark the planting location after the Julie locates have been cleared in order to prevent any utility interference.

##### 3. INSTALLATION TIMEFRAME

The bidder shall install **ALL** trees designated for the fall planting by November 30, 2013 - unless the Village grants an extension. The bidder shall install ALL trees designated for the spring planting by May 31<sup>st</sup>, 2014. The request for an extension must be in writing. The fall planting will contain 109 trees. The spring planting will contain 130 trees. The Village reserves the right to increase or decrease the number of any species of trees depending upon need. Planting locations will be marked by the Village.

##### 4. TREE MATERIALS

The Village of Willowbrook has purchased trees from Hinsdale Nursery located at 7200 South Madison Street, Willowbrook, IL 60527. Hinsdale Nursery will hold the purchased trees on-site until they are to be planted. The contractor will need to pick the trees up at Hinsdale Nursery and transport them to the various planting locations throughout town.

5. **TRANSPORTATION**

During transportation, the contractor shall exercise care to prevent injury and drying out of the trees. Upon arrival to the site of work, trees will be inspected for proper shipping procedures. Should the roots be dried, primary branches broken, balls of earth broken or loosened, or areas of bark torn, the Public Works Foreman, or his designee, may reject the injured tree. When a tree has been rejected, the contractor shall at once remove it from the area of work and replace it without any additional expense to the Village of Bensenville. All trees shall be delivered with no tree wrap.

6. **SIZE**

Tree plantings shall be between 2½” and 3” in diameter.

7. **EXCAVATION**

Holes for trees shall be dug at the location indicated by a stake set by the Public Works Department. The minimum diameter and depth of the hole will depend upon the size of the root ball; therefore each planting excavation should be sized in accordance with recognized horticultural practices.

8. **USE OF EXISTING TREE MATERIAL**

Existing tree material shall be used for backfill except in cases where the soil is deemed unsuitable due to hard clay or rock content. The Contractor shall supply his own topsoil (if needed). The topsoil shall be properly leveled and compacted so as to ensure a minimum of settlement of the backfill material. Topsoil furnished shall be free of roots, stones over one (1) inch in diameter, herbicides, subsoils, contaminants and construction debris. Topsoil shall not be frozen or muddy. All surplus topsoil shall be removed by the contractor.

9. **TREE PLANTING PROCEDURES**

Tree plantings shall be performed by experienced personnel, well versed in accepted horticultural practices, and under the supervision of a qualified tree planting foreman.

Trees shall be placed in a position exactly vertical and at the depth where the base of the root flare is at or slightly above the finished grade. Excess soil from the root ball must be removed following installation. Any additional backfill soil shall, at the time of planting, be in a loose, friable condition. At no time shall the topsoil used on the job be stockpiled on turf. Plants shall be set so that they will be the same depth one (1) year later. **The trunk of the tree is not to be used as a lever in positioning or moving the tree in the planting hole.**

After a tree is placed in the hole, tie cords and burlap shall be cut away.

Thorough watering shall follow the backfilling operation. The watering shall completely saturate the backfill. After the backfill settles, as a result of watering, additional backfill shall be placed to match the level of the finished grade. Excess backfill material shall be removed by the contractor.

A hardwood chip mulch cover shall be provided for each tree. A three inch deep circular water saucer of soil shall be constructed around each tree and shall be filled with shredded hard bark mulch or other approved material authorized by the Public Works Foreman.

Any excess soils or debris shall be removed from the planting site immediately upon completion of each planting operation.

At the completion of each planting, the tree must be straight, firmly in place, thoroughly watered and mulched.

**10. CLEANUP**

Immediately after the planting 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 installation operations.

**11. METHOD OF MEASURING**

Trees to be planted shall be measured per inch of diameter. The diameter shall be measured at a point 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 or by using a caliper.

**12. NOTIFICATION BY VILLAGE**

The Village will provide the vendor with a list containing the addresses and number of trees to be planted for each period. **The Contractor will submit this list to J.U.L.I.E. to be located prior to tree planting. 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.

**13. 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.

**14. CONTRACT PERIOD**

The initial contract shall be from September 1, 2013 to May 31, 2014. The Village of Willowbrook may renew the contract for two (2) optional years.

**15. BILLING & PAYMENT**

The Village will pay all undisputed invoices within 30 days of approval. Bills for services rendered shall itemize each new tree location, date installed and tree species. The Village shall provide forms for this purpose.

**B. 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. 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.
- 4. 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.
- 5. 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.
- 6. 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 planting 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.
- 7. 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.
- 8. 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.
- 9. 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.

**10. 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.

**11. 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 installation operations.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. PREVAILING WAGES**

As the work required under the specifications of this contract is landscaping work associated with the replacement 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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 installation site.

**21. 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

Village of Willowbrook

TREE PLANTING SPECIFICATIONS BID FORM – PAGE 1 OF 2

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

The work will be awarded on a unit price per tree for parkway tree planting, and the Bid must clearly state the contractor's unit bid price per tree. All bids must be completed and signed by the contractor's authorized representative when submitted.

Parkway Tree Planting 2013/14 (September 1, 2013 – May 31, 2014)

Parkway Tree Planting Unit Price per Tree: \$ 95.00

Additional Work: Private Participation Program

Private Tree Planting Unit Price per Tree: \$ 135.00

Company Name THE FIELDS ON CATON FARM, INC.

Date: 7/31/13

Village of Willowbrook

TREE PLANTING SPECIFICATIONS BID FORM -  
PAGE 2 of 2

(CONTRACT EXTENTION)

Rates for services listed for 2013-14 contract period will not increase more than 5 % 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 September 1, 2014 and concluding May 31, 2015.

Company: THE FIELDS ON CANTON FARM, INC.  
Address: 2412 HACKER DRIVE  
CREST HILL, IL 60403  
Telephone No. 815-744-7841 Fax No. 815-744-7844  
Signature: B. Neumann  
Name and Title: (Please Print) BRIAN NEUMANN - PRESIDENT  
Date: 7/31/13

Subscribed and sworn before me this 31<sup>ST</sup> day of JULY, 2013

MY COMMISSION EXPIRES:



JULY 02, 2017  
Diane Hucek  
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: VILLAGE OF OSWEGO  
Address: OSWEGO, FL  
Phone # / Fax #: 630-554-3242  
Contact Person: JERRY WEAVER - PUBLIC WORKS DIRECTOR  
Dates of Service (from - to): FALL 2012 TO SPRING 2013 CONTRACT AMOUNT  
\$ 102,300.00

Company Name: CITY OF CREST HILL  
Address: CREST HILL, FL  
Phone # / Fax #: 815-741-5124  
Contact Person: JOHN TOMASOSKI - CITY ADMINISTRATOR  
Dates of Service (from - to): OCTOBER 2011 - JUNE 2013 CONTRACT AMOUNT  
\*ALSO PARKWAY TREE PLANTING \$ 188,000.00  
FROM 2005 TO CURRENT

Company Name: VILLAGE OF ROMEOVILLE  
Address: ROMEOVILLE, FL  
Phone # / Fax #: 815-886-0279  
Contact Person: DAWN CALDINELL - ASSISTANT VILLAGE ADMINISTRATOR  
Dates of Service (from - to): SPRING 2011 TO SPRING 2013 CONTRACT AMOUNT  
\$ 23,000.00

Company Name: PLAINFIELD PARK DISTRICT  
Address: PLAINFIELD, FL  
Phone # / Fax #: 815-439-7940  
Contact Person: JAMES LESS - PARK PLANNER / DESIGNER  
Dates of Service (from - to): SPRING FALL 2012 TO SPRING 2013 CONTRACT  
\$ 18,000.00 AMOUNT



Bond Number 2019871

### Bid Bond

KNOW ALL BY THESE PRESENTS, That We, The Fields on Caton Farm, Inc. as Principal, and WEST BEND MUTUAL INSURANCE COMPANY, a corporation organized under the laws of the State of Wisconsin and having its principal office in Middleton, Wisconsin, in said State, as Surety, are held and firmly bound unto Village of Willowbrook as Owner, in the full and just sum of Five Percent ( 5 %) of amount bid for the payment whereof said Principal binds its heirs, administrators, and executors and said Surety binds itself, its successors and assigns firmly by these presents

WHEREAS, said Principal has submitted to said Owner a bid or proposal for Tree Planting

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if within Sixty days hereof and in accordance with said proposal a contract shall be awarded to said Principal and the said Principal shall enter into a contract for said work and shall furnish bond with surety as required for its faithful performance then this obligation shall be void, otherwise remain in full force and virtue.

Signed and Sealed this 2 day of August, 20 13

**Principal:**

The Fields on Caton Farm, Inc.

Witness: *Miss Zandt*

By: *[Signature]* (SEAL)

Name Typed: BRYAN NEUMANN - PRESIDENT  
Title

**Surety:**

West Bend Mutual Insurance Company

Witness: *[Signature]*

By: *[Signature]* (SEAL)

Name Typed: TRACY CAVALLO Attorney-In-Fact  
Title

Agency Name: BROWN & BROWN OF N IL  
Address: 220 N. LARKIN AVENUE  
JOLIET, IL 60435  
Phone Number: (815) 729-4650

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

**Power of Attorney**

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

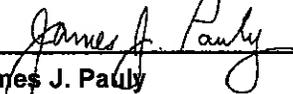
TRACY CAVALLO

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Six Million Dollars (\$6,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

*Appointment of Attorney-in-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

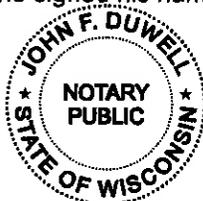
Attest   
James J. Pauly  
Secretary

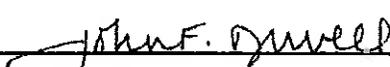


  
Kevin A. Steiner  
Chief Executive Officer / President

State of Wisconsin  
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

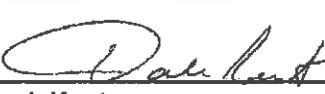


  
John F. Duwell  
Executive Vice President - Chief Legal Officer  
Notary Public, Washington Co. WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 2 day of August, 2013



  
Dale J. Kent  
Executive Vice President -  
Chief Financial Officer



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 July, 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

Card Access	1
Concrete	3
Deck	2
Demolition	1
Electric Service	1
Fence	2
Garage Repair	1
Interior Renovation	2
Irrigation System	1
Parking Lot Repairs	3
Plan Review	3
R&R Driveway	1
Reoccupancy	1
Restaurant Buildout	1
Roof	6
Sign	2
Storage Shed	1
Stucco	1
Tenant Work	1
Water Heater Replace	3
Window Replacement	3

TOTAL 37

Final Certificates of Occupancy 2  
Temporary Certificates of Occupancy 2

Permit Revenue for July 2013	\$ 48,123.47
Total Revenue Collected for Fiscal Year To Date	\$ 88,763.41
Total Budgeted for Fiscal Year 2013/14	\$ 150,000.00
Total Percentage of Budgeted Revenue Collected to Date	59.18

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	\$ 48,123.47	\$ 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	\$ 88,736.41	\$ 223,573.91
BUDGETED REVENUE	\$ 150,000.00	\$ 110,000.00
REVENUES COLLECTED- (OVER)/UNDER BUDGET	\$ 88,763.41	\$ (123,573.91)
PERCENTAGE OF BUDGETED REVENUE COLLECTED	59.18	212.34

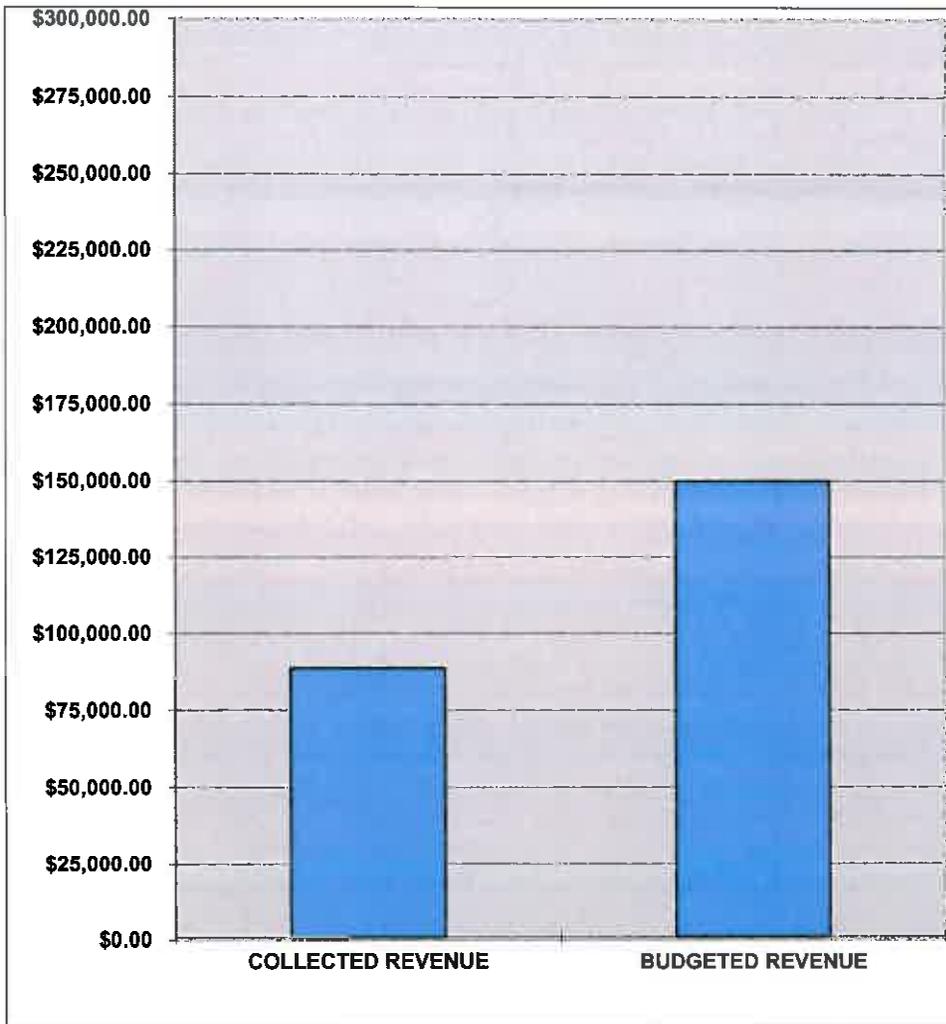
MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

	Fiscal Year 13/14	Fiscal Year 12/13
COLLECTED REVENUE	\$ 88,763.41	\$ 233,573.91
BUDGETED REVENUE	\$ 150,000.00	\$ 110,000.00

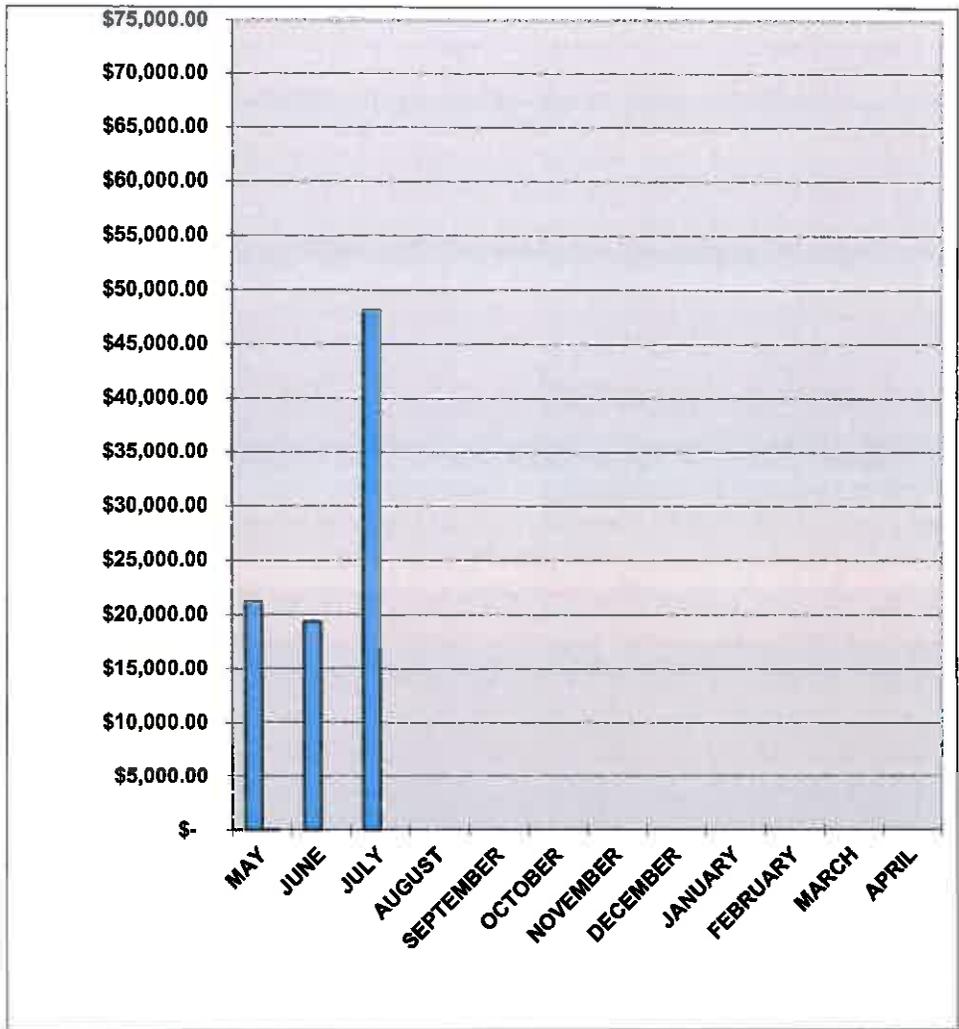
# MUNICIPAL SERVICES DEPARTMENT

## PERMIT REVENUE



# MUNICIPAL SERVICES DEPARTMENT

## PERMIT REVENUE



2012-13

Permit	Date Issued:	Name:	Address:	Permit Purpose:	Business Name:	Fee:	RES / COMM:	Date Released:
13-172	07/03/13	Midtronics	7000 Monroe	Card Access		\$ 100.00	R	07/02/13
13-141	07/05/13	The Kerry Piper	7900 Joliet Road	Concrete	Kerry Piper	\$ 50.00	C	07/05/13
13-220	07/24/13	Leonard Kara	7701 Blackberry	Concrete Driveway		\$ 125.00	R	07/24/13
13-166	07/18/13	Joseph Paterno	733 W. 67th Street	Concrete Repairs		\$ 50.00	R	07/18/13
13-179	07/02/13	Renee Gumsel	66 Portwine	Deck		\$ 50.00	R	07/02/13
13-178	07/02/13	Renee Gumsel	29 Windward	Deck		\$ 50.00	R	07/02/13
13-207	07/22/13	Illinois Property Sol.	7700 Griffin Way	Demolition	Datamation	\$ 500.00	C	07/22/13
13-209	07/15/13	Zanko Petrovic	364 Plainfield Road	Electric Service		\$ 100.00	R	07/15/13
13-182	07/02/13	Stephen Grossi	6511 Chaucer Road	Fence		\$ 50.00	R	07/02/13
13-230	07/31/13	Jeff Pasquini	7723 Eleanor Place	Fence		\$ 50.00	R	07/31/13
13-211	07/22/13	Lake Hinsdale Tower	6340 Americana Dr	Garage Repair		\$ 75.00	R	07/22/13
13-153	07/02/13	Richard Krause	77 Lake Hinsdale	Interior Renovation		\$ 375.00	R	07/02/13
13-222	07/25/13	TGM Willowbrook	6096 Knollwood Road	Interior Renovation		\$ 1,526.03	R	07/25/13
13-079	07/09/13	Angelo Malamis	505 Ridgemoor Drive	Irrigation System		\$ 75.00	R	07/09/13
13-164	07/03/13	Willowbrook Town Ctr	7155 Kingery	Parking Lot Repairs	Town Center	\$ 300.00	C	07/03/13
13-208	07/16/13	Lake Hinsdale Village	201 Lake Hinsdale	Parking Lot Repairs		\$ 300.00	R	07/16/13
13-206	07/24/13	Bakers Square	7409 Kingery	Parking Lot Repairs	Bakers Square	\$ 300.00	C	07/24/13
	07/02/13	Illinois Property Sol.	7700 Griffin Way	Plan Review	Illinois Prop. Sol.	\$ 4,000.00	C	07/02/13
	07/02/13	Radonjic Nenad	503 W. 64th Street	Plan Review		\$ 750.00	R	07/02/13
	07/17/13	Stats Sports Bar	7201 Kingery	Plan Review	Stats Sports Bar	\$ 2,000.00	C	07/17/13
13-203	07/15/13	Rich Austin	6240 Squire Lane	R&R Driveway		\$ 125.00	R	07/15/13
13-210	07/24/13	Willowbrook Office	625 Plainfield	Reoccupancy	YoPo Transportation	\$ 200.00	C	07/24/13
13-213	07/16/13	Chick-Fil-A	7101 Kingery	Restaurant Buildout	Chick-Fil-A	\$ 22,524.41	C	07/16/13
13-197	07/09/13	Lake Willow Way	7220-7230 Adams St	Roof		\$ 50.00	R	07/10/13
13-201	07/11/12	Colleen Wong	1347 Chaucer Ct	Roof		\$ 35.00	R	07/12/13
13-204	07/22/13	AR Roofing	7718 Clarendon Hills Rd	Roof		\$ 35.00	R	07/22/13
13-215	07/23/13	Vince Huches	416 W. 79th Street	Roof		\$ 35.00	R	07/23/13
13-216	07/23/13	Ramy Shenouda	301 75th Street	Roof		\$ 200.00	R	07/23/13
13-219	07/24/13	Gail Fensen	5905 Western	Roof		\$ 35.00	R	07/24/13
13-192	07/09/13	Hani Atassi	730 Plainfield Rd	Sign	Chase Bank	\$ 150.00	C	07/10/13
13-194	07/12/13	Willowbrook Inn	7800 Kingery Hwy	Sign		\$ 100.00	R	07/12/13
13-198	07/11/13	Tao Duon	5805 S. Holmes Ave	Storage Shed		\$ 50.00	R	07/11/13
13-199	07/12/13	Maria Kaczmariski	7637 Appletree Lane	Stucco		\$ 75.00	R	07/12/13
13-191	07/05/13	ETI School	500 Joliet Road	Tenant Work	ETI	\$ 14,629.61	C	07/06/13
13-190	07/02/13	Chris Harris	6348 Emerald Ct	Water Heater Replace		\$ 50.00	R	07/02/13
13-202	07/11/13	Jennifer Kou	7644 Cherry Tree Lane	Water Heater Replace		\$ 50.00	R	07/12/13
13-218	07/24/13	Noah Lawrence	7601 Virginia Ct.	Water Heater Replace		\$ 50.00	R	07/24/13
13-193	07/12/13	Frank Turano	444 Stonegate Ct	Window Replacment		\$ 75.00	R	07/12/13
13-196	07/15/13	Josephine Grisko	6627 Wedgewood	Window Replacement		\$ 75.00	R	07/15/13
13-200	07/15/13	Mary Zellisko	6505 Wingate	Window Replacement		\$ 75.00	R	07/15/13

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 25

RUN: 08/02/13 3:03PM

REVENUE REPORT FOR JULY, 2013

PAGE: 1

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	1,528.45	35,179.06	67,908.00	51.80	32,728.94
01-310-102	PROPERTY TAX LEVY-RD & BRIDGE	2,354.40	51,096.12	93,000.00	54.94	41,903.88
01-310-103	PRIOR YEAR TAX COLL	0.00	0.00	0.00	0.00	0.00
*TOTAL	Property Taxes	3,882.85	86,275.18	160,908.00	53.62	74,632.82
<u>Other Taxes</u>						
01-310-201	MUNICIPAL SALES TAX	295,557.30	850,064.38	3,447,000.00	24.66	2,596,935.62
01-310-202	ILLINOIS INCOME TAX	145,710.95	270,027.06	725,760.00	37.21	455,732.94
01-310-203	AMUSEMENT TAX	6,544.34	19,971.03	31,000.00	64.42	11,028.97
01-310-204	REPLACEMENT TAX	278.16	562.83	1,188.00	47.38	625.17
01-310-205	UTILITY TAX	85,554.60	266,043.44	1,160,000.00	22.93	893,956.56
01-310-207	TELECOMMUNICATION LEASE	0.00	0.00	32,743.00	0.00	32,743.00
01-310-208	PLACES OF EATING TAX	43,999.36	123,719.71	450,000.00	27.49	326,280.29
01-310-209	WATER TAX	8,928.72	28,656.64	144,947.00	19.77	116,290.36
01-310-210	WATER TAX - CLARENDON WATER CO	286.53	286.53	750.00	38.20	463.47
*TOTAL	Other Taxes	586,859.96	1,559,331.62	5,993,388.00	26.02	4,434,056.38
<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	48,123.47	88,763.41	150,000.00	59.18	61,236.59
01-310-402	SIGN PERMITS	250.00	1,634.50	4,000.00	40.86	2,365.50
01-310-403	OTHER PERMITS	78.00	138.00	400.00	34.50	262.00
01-310-404	COUNTY BMP FEE	0.00	0.00	0.00	0.00	0.00
*TOTAL	Permits	48,451.47	90,535.91	154,400.00	58.64	63,864.09
<u>Fines</u>						
01-310-501	CIRCUIT COURT FINES	11,863.75	32,932.20	120,000.00	27.44	87,067.80
01-310-502	TRAFFIC FINES	3,233.33	8,638.32	25,000.00	34.55	16,361.68
01-310-503	RED LIGHT FINES	85,651.00	220,180.00	540,000.00	40.77	319,820.00
*TOTAL	Fines	100,748.08	261,750.52	685,000.00	38.21	423,249.48

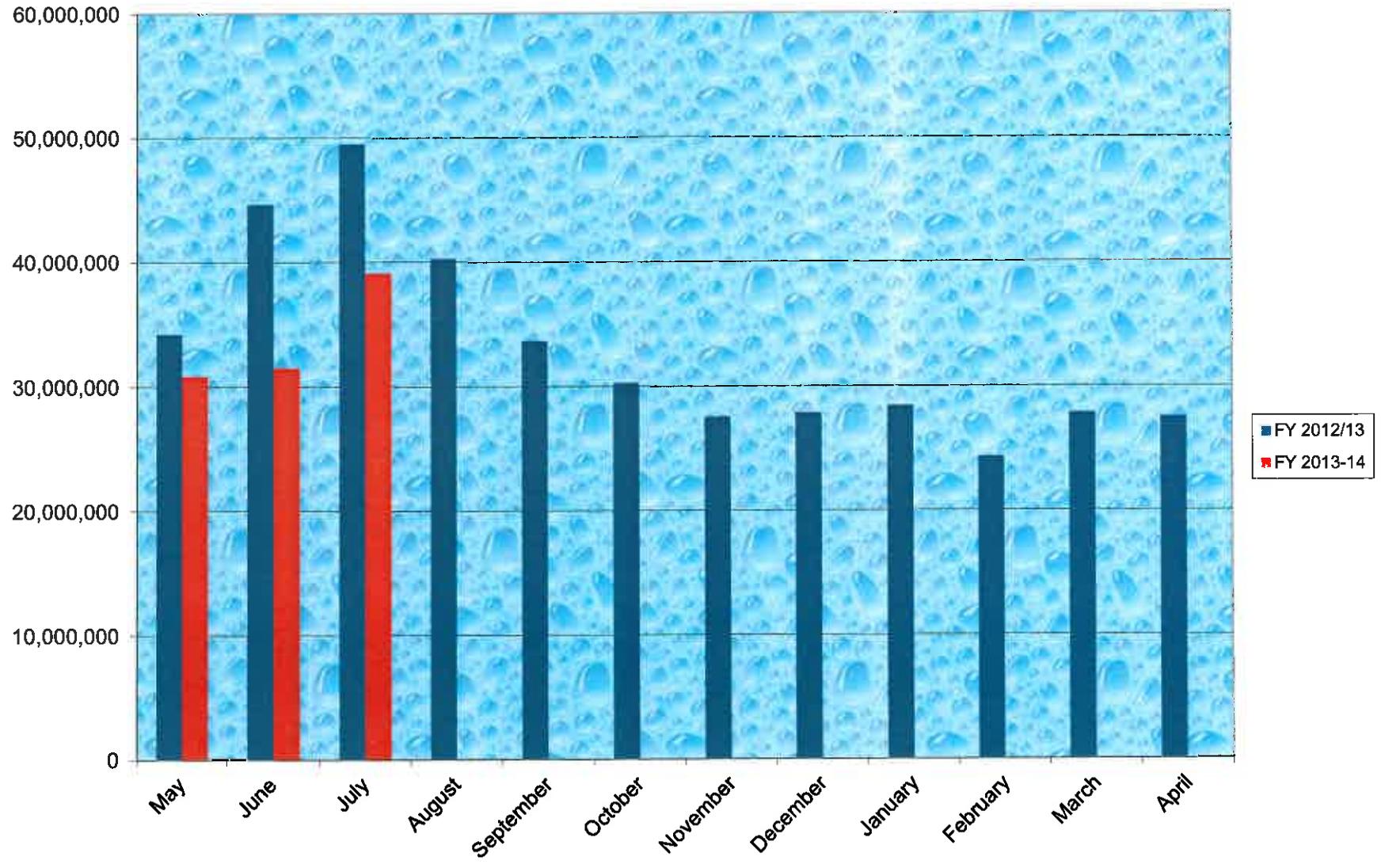
VILLAGE OF WILLOWBROOK - PUMPAGE REPORT  
TOTAL GALLONS PUMPED  
FY 2002/03 - FY 2013/14

Month	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
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	34,220,000	30,860,000
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	44,635,000	31,512,000
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	49,498,000	39,106,000
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	40,272,000	
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	33,657,000	
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	30,283,000	
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	27,535,000	
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	27,863,000	
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	28,427,000	
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	24,308,000	
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	27,862,000	
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	27,514,000	
<b>TOTAL</b>	<b>417,366,000</b>	<b>395,115,000</b>	<b>406,581,000</b>	<b>441,564,000</b>	<b>405,464,000</b>	<b>424,902,000</b>	<b>385,043,000</b>	<b>366,648,000</b>	<b>374,378,000</b>	<b>376,913,000</b>	<b>396,074,000</b>	<b>101,478,000</b>

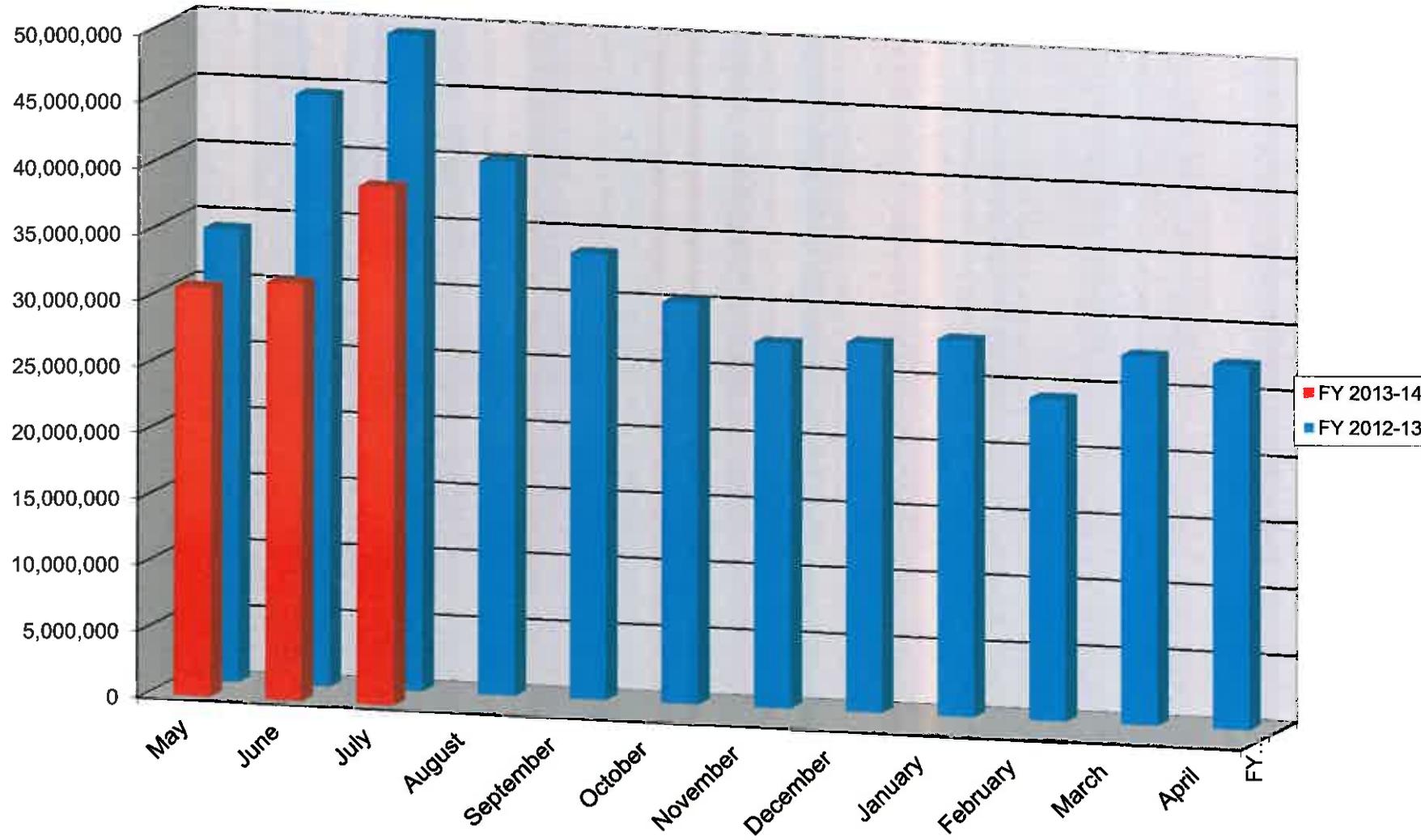
YEAR TO DATE LAST YEAR (gallons):	128,353,000
YEAR TO DATE THIS YEAR (gallons):	<u>101,478,000</u>
DIFFERENCE (gallons):	-26,875,000
PERCENTAGE DIFFERENCE (+/-):	-20.94%
FY13/14 PUMPAGE PROJECTION (gallons):	395,000,000
FY13/14 GALLONS PUMPED TO DATE:	<u>101,478,000</u>
CURRENT PERCENTAGE PUMPED COMPARED TO PROJECTION	<b>25.69%</b>

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** **June 2013 - Status Report**

### **Season Perspective**

The rainfall total for the month of June (6.23 inches at ORD) is 2.82 inches above the average for June (3.45in.) Temperature predictions for the beginning of July are the upper 70s with a chance of rain.

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.

A series of back-to-back heavy rain falls in late June have set the stage for an above average mosquito population in early to mid July. Heavy rain falls also cause artificial containers to hold water and small pocket flooding around homes leading to *Culex* breeding the early bridge vectors of West Nile Virus. Inspection and larviciding operations have been intensified and truck adult mosquito control sprayings should be timed to hit brood peaks.

### **Mosquito-Borne Disease Update**

As of June 25, 2013, the Centers of Disease Control and Prevention (CDC) reports eighteen (18) states have reported West Nile virus infections in people, birds, or mosquitoes. A total of six cases of West Nile virus disease in people, including one death, have been reported to CDC. Of these, three (50%) were classified as neuroinvasive disease (such as meningitis or encephalitis) and three (50%) were classified as non-neuroinvasive disease.

According the Illinois Department of Public Health, there have been 10 WNV-positive mosquito samples in Clay, Cook, DuPage, McHenry, Perry and St. Clair.



Illinois Department of Public Health West Nile virus data summary (as of 6-26-2013)

County	American Crow	Blue Jay	Other Birds	Mosquito Batches	Horse	Humans
Cook	0	0	0	1	0	0
DeKalb	0	0	0	0	0	0
DuPage	0	0	0	4	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	2	0	0
Stephenson	0	0	0	0	0	0
Will	0	0	0	0	0	0
Winnebago	0	0	0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>

**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.	05/20/2013	0.75	06/13/2013
Du Page Co.	05/22/2013	1.27	06/15/2013
Du Page Co.	06/12/2013	0.57	06/29/2013
Du Page Co.	06/21/2013	0.78	07/05/2013

**June 2013 New Jersey Light Trap Counts**

(\*Red numbers indicate an annoyance level)

Trap Location	Jun 03	Jun 05	Jun 07	Jun 09	Jun 10	Jun 12	Jun 14	Jun 17	Jun 19	Jun 21	Jun 24	Jun 26	Jun 28
7710 Virginia Court	0	5	1	7	44	35	19	64	6	43	64	5	29



**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 June. These services could include the following:

- **1252 Complete Site Larval Inspection Service:** *Inspection service of all potential mosquito larvae development sites.*
- **1302 Targeted Site Larval Inspection:** *Inspection of all targeted larval development sites.*
- **1352 Larval Site Service Call:** *Special inspection of standing water for mosquito breeding per hot line request.*
- **1752 Backpack Larviciding:** *Backpack larviciding for biological control of mosquito larvae sites.*
- **1754 Hand Larviciding:** *Hand equipment larviciding for biological control of mosquito larvae.*
- **2002 Catch Basin Trmt:** *Catch Basin treatment for larval control.*
- **2006 Natular G30 Helicopter Prehatch:** *Helicopter prehatch application for larval control.*
- **2009 Natular XRT CB Truck:** *Catch Basin treatment for larval control.*
- **2015 150-day Altosid Briq Street CB:** *Catch Basin treatment for larval control.*
- **2019 Altosid XR CB Bike:** *Catch Basin treatment for larval control.*
- **2021 Altosid CB Bike - 30 day:** *Catch Basin treatment for larval control.*
- **2202 5% Abate Heli Prehatch:** *Helicopter prehatch application pellets for larval control.*
- **2402 Helicopter Larviciding:** *Helicopter larvicide application for biological control of mosquito larvae.*
- **2712 Biomist ATV/ULV Appl. Nights:** *ATV/ULV application for adult mosquito control.*
- **2752 Truck ULV Service Call:** *ULV "touch-up" application for control of mosquito annoyance per citizen hotline request.*
- **2802 Anvil Truck ULV Application:** *Truck ULV application for adult mosquito control*
- **2808- Anvil Truck ULV Streets/Drives:** *Truck ULV application for adult mosquito control*
- **2888 Truck ULV:** *ULV application for adult mosquito control.*

**Services Performed June 2013:**

Service Item	Start Date
ROS1252 - Complete Site Larval Insp Serv	06/03/2013
ROS1754 – Hand Larviciding	06/06/2013
ROS1752 - Vectobac (B.T.I.) BP Larv	06/06/2013
ROS1754 – Hand Larviciding	06/12/2013
ROS1302 - Targeted Site Larval Insp Serv	06/12/2013