

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON TUESDAY, MAY 27, 2014, AT 6:30 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. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public comment is limited to three minutes per person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - May 12, 2014 (APPROVE)
 - c. Minutes - Executive Session - April 28, 2014 (APPROVE)
 - d. Warrants - \$245,316.93 (APPROVE)
 - e. Ordinance - An Ordinance Adopting Prevailing Wage Rates Pursuant to the Prevailing Wage Law (PASS)
 - f. Ordinance - An Ordinance Declaring Surplus Property and Authorizing the Disposal of the Same (PASS)
 - g. Resolution - A Resolution Waiving the Competitive Bidding Process and Authorizing the Mayor and Village Clerk to Execute a Certain Agreement - Tree and Stump Removal Services - Between the Village of Willowbrook and Pessina Tree Services, LLC (ADOPT)
 - h. Resolution - A Resolution Waiving the Competitive Bidding Process and Authorizing the Mayor and Village Clerk to Execute a Certain Agreement - Tree Planting Services - Between the Village of Willowbrook and The Fields on Caton Farm, Inc. (ADOPT)

NEW BUSINESS

6. DELINQUENT WATER BILLS

7. RESOLUTION - A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL WITH TERMS AND CONDITIONS FOR THE PURCHASE AND INSTALLATION OF EQUIPMENT ASSOCIATED WITH THE WATER BILLING SYSTEM METER TRANSMITTING UNIT (MTU) REPLACEMENT PROJECT - MIDWEST METER, INC.
8. RESOLUTION - A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL WITH TERMS AND CONDITIONS FOR THE REMOVAL AND REPLACEMENT OF WATER METER READING TRANSMITTING EQUIPMENT - CALUMET CITY PLUMBING COMPANY, INC.
9. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE COMPLETION OF THE VILLAGE HALL WATER TANK REHABILITATION PROJECT, DESIGN AND BIDDING-RELATED WORK - STRAND ASSOCIATES, INC.
10. RESOLUTION - A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO PLACE AN ORDER FOR A 2014 FORD EXPLORER 4WD POLICE VEHICLE THROUGH THE SUBURBAN PURCHASING COOPERATIVE
11. RESOLUTION - A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO PLACE AN ORDER FOR TWO 2015 FORD UTILITY INTERCEPTOR AWD PATROL VEHICLES THROUGH THE ILLINOIS STATE PURCHASE PROGRAM

PRIOR BUSINESS

12. COMMITTEE REPORTS
13. ATTORNEY'S REPORT
14. CLERK'S REPORT
15. ADMINISTRATOR'S REPORT
16. MAYOR'S REPORT
17. EXECUTIVE SESSION:
 - a) REVIEW 2014 MINUTES - Pursuant to 5 ILCS 120/2(c)(21) Regarding the Minutes of Executive Session Meetings that were Lawfully Closed Under the Open Meetings Act
18. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MAY 12, 2014 AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at the hour of 6:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those present at roll call were Mayor Frank Trilla, Village Clerk Leroy Hansen, Trustees Dennis Baker, Terrence Kelly, Michael Mistele, Sue Berglund, and Paul Oggerino.

ABSENT: Trustee Davi.

Also present were Village Attorney Thomas Bastian, Village Attorney Michael Durkin, Village Administrator Timothy Halik, Chief Mark Shelton, Deputy Chief Mark Altobella, Management Analyst Garrett Hummel, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Attorney Bastian to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - April 28, 2014 (APPROVE)
- c. Minutes - Executive Session - April 14, 2014 (APPROVE)
- d. Warrants - \$229,956.91 (APPROVE)
- e. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal with Terms and Conditions for the Removal and Replacement of Sections of Public Sidewalk Previously Identified as Being in a State of Disrepair - Robert White Construction, Somonauk - Resolution No. 14-R-20 (ADOPT)
- f. Motion - A Motion to Approve Application for a License to Hold a Raffle - People's Resource Center (APPROVE)

- g. Motion - A Motion to Approve - Request for Waiver of Permit Fees - West Suburban Shrine Club (APPROVE)
- h. Plan Commission Recommendation - Public Hearing 2014-05 - Amendment to PUD to allow for the replacement of the existing monument sign with a new digital monument sign - 15-106 W. 63rd Street, Willow Commons Shopping Center (RECEIVE)

Mayor Trilla asked the Board if there were any items to be removed from the Omnibus Vote Agenda.

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino to approve the Omnibus Vote Agenda as presented.

ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: Trustee Davi.

MOTION DECLARED CARRIED

NEW BUSINESS

- 6. ORDINANCE - AN ORDINANCE AMENDING TITLE 3, CHAPTER 12, SECTION 3-12-5(G) OF THE VILLAGE CODE - CLASSIFICATION: CLASS G LICENSE

Administrator Halik reported that when the Class J Liquor License was created for Lake Hinsdale Village, it left an open license available for the Class G License. This ordinance amendment will then allow for only one (1) Class G License which has been issued to Lake Hinsdale Tower.

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino to pass Ordinance No. 14-0-19 as presented.

ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Mistele, and Oggerino. NAYS: None. ABSTENTIONS: Trustee Kelly. ABSENT: Trustee Davi.

MOTION DECLARED CARRIED

- 7. ORDINANCE - AN ORDINANCE APPROVING THE VILLAGE OF WILLOWBROOK'S PARTICIPATION IN THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM ("ILEAS") AND AUTHORIZING THE EXECUTION OF THE LAW ENFORCEMENT MUTUAL AID AGREEMENT

Chief Shelton stated that this ordinance updates the mutual aid agreement that was first signed in 2002. This agreement allows the Village access to other municipalities' resources and equipment throughout the state.

MOTION: Made by Trustee Baker and seconded by Trustee Mistele to pass Ordinance No. 14-O-20 as presented.

ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: Trustee Davi.

MOTION DECLARED CARRIED

8. ORDINANCE - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 5, CHAPTER 1, SECTION 5-1-1 - POLICE; CREATION AND COMPOSITION OF DEPARTMENT

Administrator Halik advised that the Fiscal Year 2014/15 budget that was adopted by the Village Board includes funding for the hiring of one (1) additional patrol officer. In order to allow for the hiring, the ordinance that establishes the composition of the police department needs to be amended. This amendment increases the number of patrol officers to 18.

Once the ordinance is passed, the following resolution requires adoption to authorize the Board of Police Commissioners to begin the hiring process to fill the vacancy.

MOTION: Made by Trustee Oggerino and seconded by Trustee Mistele to pass Ordinance No. 14-O-21 as presented.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: Trustee Davi.

MOTION DECLARED CARRIED

9. RESOLUTION - A RESOLUTION AUTHORIZING THE BOARD OF POLICE COMMISSIONERS (BOPC) TO EFFECT THE ORIGINAL APPOINTMENT OF A CANDIDATE TO FILL A VACANCY IN THE RANK OF PATROL OFFICER WITHIN THE POLICE DEPARTMENT

MOTION: Made by Trustee Baker and seconded by Trustee Mistele to adopt Resolution No. 14-R-21 as presented.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: Trustee Davi.

10. DISCUSSION - PROPOSED WILLOWBROOK MONTHLY NEWSLETTER
CONCEPT

Mayor Trilla stated that when he was a candidate for Mayor, one of his goals was to increase the communication level within the Village. Mayor Trilla has met with the Mayor of Westchester, which has a Village newsletter, and shared how it works.

Trustee Kelly questioned how the sale of the advertising works. Mayor Trilla stated that it will be handled by staff.

Trustee Mistele questioned the costs of the newsletter. Mayor Trilla stated that it is approximately \$2,000 per month. However, the sale of the advertisements should pay for the costs. Any additional proceeds could be dedicated to the remodeling of the Community Resource Center or other sources.

Trustee Mistele questioned the amount of additional staff time involved that will be required. He stated that staff is already stretched thin.

Trustee Kelly questioned how delivery would be handled to the multi-family complexes. Mayor Trilla stated that single-family homes will receive a copy at their doorstep and some of the multi-family complexes will have a display box for the newsletters. Trustee Kelly questioned what percentage of residents live in multi-family complexes. Administrator Halik advised approximately 50%. Trustee Kelly stated that this concept will not be readily available to half the residents in town. The boxes can be placed in several locations, however, the odds that the residents in multi-family complexes going to these locations is minimal. Trustee Baker stated again that only 50% of the population will be given the newsletter. Trustee Kelly recommended that a poll be done with the Homeowners Associations to see if they will allow interior delivery or a box to be located in a common area.

Trustee Oggerino asked if this concept can be tried for six (6) months to see how it works out with advertising and staff time. Mayor Trilla stated that he will look into it.

Attorney Bastian stated that his concerns are that this newsletter must be informational only. If any columns are given for opinions, the Village could be subject to the same liability as a newspaper for a defamation suit. He also stated that if any political endorsements or referendums are mentioned, a strong argument can be made that public funds are being used for a political purpose, which is a violation of state law.

Mayor Trilla stated that he will get additional information on delivering to the multi-family complexes and speak with the homeowner association presidents and will report back to the Board at a future meeting.

PRIOR BUSINESS

11. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Oggerino invited the Board to attend the Orange Theory Fitness Grand Opening/Ribbon Cutting, in Wingren Plaza, on Thursday, May 15, 2014 at 5:30 p.m.

12. ATTORNEY'S REPORT

Attorney Bastian had no report.

13. CLERK'S REPORT

Clerk Hansen had no report.

14. ADMINISTRATOR'S REPORT

Administrator Halik advised that on the consent agenda, the Board received a formal recommendation from the Plan Commission related to a sign application for the Willowbrook Square Shopping Center. Administrator Halik stated that the Board is just receiving this application at tonight's meeting. If the Board has any questions, please contact staff prior to the next meeting on May 27th when it will be on the agenda for discussion. Trustee Mistele stated that he was in attendance at the Public Hearing for this sign and the tenants of the Willowbrook Square complex are all in favor of the sign. No opposition from any residents from the surrounding properties was received. Trustee Berglund had a concern of potential offensive advertising being placed on the sign. Administrator Halik advised that additional

discussion will be conducted on this topic at the next Board meeting.

Administrator Halik also advised that the next Board meeting will be held on Tuesday, May 27th, due to the Memorial Day Holiday on Monday.

15. MAYOR'S REPORT

Mayor Trilla stated that he, Trustee Mistele, and Trustee Oggerino attended West Central Municipal Conference Annual Dinner on Friday, May 9th.

16. EXECUTIVE SESSION

- a. REVIEW 2014 MINUTES - Pursuant to 5 ILCS 120/2(c)(21) Regarding the Minutes of Executive Session Meetings That Were Lawfully Closed Under the Open Meetings Act

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Trustee Baker and seconded by Trustee Berglund to recess into Executive Session at the hour of 7:00 p.m.

ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: Trustee Davi.

MOTION DECLARED CARRIED

The Board reconvened the Regular Meeting at the hour of 7:04 p.m.

17. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund, to adjourn the Regular Meeting at the hour of 7:05 p.m.

ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: Trustee Davi.

MOTION DECLARED CARRIED

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Village Board Minutes
May 12, 2014

PRESENTED, READ and APPROVED.

May 27, 2014.

Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

May 27, 2014

GENERAL CORPORATE FUND	-----	\$200,657.47
WATER FUND	-----	19,538.01
HOTEL/MOTEL TAX FUND	-----	3,000.00
POLICE PENSION FUND	-----	3,344.43
L.A.F.E R FUND	-----	18,777.02
TOTAL WARRANTS	-----	\$245,316.93



Tim Halik, Village Administrator

APPROVED:

Frank A. Trilla, Mayor

VILLAGE OF WILLOWBROOK

RUN DATE: 05/20/14

BILLS PAID REPORT FOR MAY, 2014

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AFLAC (46)	05/28 CK# 84261	\$2,179.28
D7088/MAY 2014 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	453.87
D7088/MAY 2014 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	1,725.41
AIRGAS USA LLLC (2600)	05/28 CK# 84262	\$51.05
9918391126 EQUIPMENT RENTAL 01-535-290	01-35-750-290	51.05
AL WARREN OIL CO (2205)	05/28 CK# 84263	\$4,352.08
I0842822 GASOLINE INVENTORY 01-190-126	01-190-126	4,352.08
AMERICAN FIRST AID SERVICE INC (77)	05/28 CK# 84266	\$91.00
143006 OPERATING EQUIPMENT 01-451-401	01-30-630-401	27.55
143007 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	63.45
BLACK GOLD SEPTIC (208)	05/28 CK# 84269	\$310.00
2993 MAINTENANCE - PW BUILDING	01-35-725-418	310.00
BSN SPORTS (2471)	05/28 CK# 84270	\$90.18
96070106 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	90.18
CALL ONE (289)	05/28 CK# 84271	\$1,607.77
10109812 MAY14 PHONE - TELEPHONES 01-420-201	01-10-455-201	871.04
10109812 MAY14 PHONE - TELEPHONES 01-451-201	01-30-630-201	736.73
CHRISTOPHER B. BURKE (333)	05/28 CK# 84272	\$7,101.12
116025 PLAN REVIEW - PLANNER 01-15-520-257	01-15-520-257	5,068.80
116043 FEES - ENGINEERING 01-555-245	01-40-820-245	113.82
116044 FEES - ENGINEERING 01-555-245	01-40-820-245	605.00
116046 PLAN REVIEW - DRAINAGE ENGINEER 01-555-259	01-40-820-259	330.00
116047 PLAN REVIEW - DRAINAGE ENGINEER 01-555-259	01-40-820-259	220.00
116049 REIMB.	01-40-820-259	254.50
116050 REIMB.	01-40-820-259	254.50
116051 REIMB.	01-40-820-259	254.50
CLARKE AQUATIC WEED TECHNOLOGY (115)	05/28 CK# 84273	\$15,404.00
3219733 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	2,799.00
6346949 MOSQUITO ABATEMENT 01-775-259	01-35-760-259	6,302.50
6346964 MOSQUITO ABATEMENT 01-775-259	01-35-760-259	6,302.50
COMMONWEALTH EDISON (370)	05/28 CK# 84274	\$1,606.65
0423085170/MY14 RED LIGHT - COM ED	01-30-630-248	66.89
0719026027/MY14 RED LIGHT - COM ED	01-30-630-248	52.12
1024813000/MY14 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	1.26
4215105154/MY14 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	481.67
4403140110/MY14 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	65.31
6863089003/MY14 RED LIGHT - COM ED	01-30-630-248	39.06
7432089030/MY14 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	355.14
7494249014/MY14 ENERGY- (COMED 835)	01-10-466-240	545.20
COURTNEY'S LANE (395)	05/28 CK# 84275	\$70.00
060441 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	35.00
060448 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	35.00
DARIEN TIR AND AUTO (2618)	05/28 CK# 84276	\$26.23
26061 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	26.23
DEA HEADQUARTERS (2617)	05/28 CK# 84277	\$244.00
UNDR CONTRLD FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	244.00
DEAN PEPOL (2084)	05/28 CK# 84278	\$21.00
REB 145SP WINTER RECREATION FEES 01-310-816	01-310-816	25.00
SERVICE FEE CHECK PROCESSING FEE - GIFT CERTS 01-310-821	01-310-821	-4.00

VILLAGE OF WILLOWBROOK

RUN DATE: 05/20/14

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DECISION SYSTEMS COMPANY (454)	05/28 CK# 84279	\$7,291.16
201449 ANL CHRG E.D.P. SOFTWARE 01-410-212	01-10-460-212	553.45
201449 ANL CHRG E.D.P. SOFTWARE 01-25-615-212	01-25-615-212	6,132.49
201449 ANL CHRG EDP-SOFTWARE 01-457-212	01-30-640-212	605.22
DISCOVERY BENEFITS SIMPLIFY (2534)	05/28 CK# 84280	\$50.00
458696/MAY 2014 EMP DED PAY - FSA FEE 01-210-221	01-210-221	33.00
458696/MAY 2014 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	17.00
DUPAGE COUNTY TREASURER (497)	05/28 CK# 84281	\$250.00
2975/APR 14 EDP-SOFTWARE 01-457-212	01-30-640-212	250.00
DUPAGE COUNTY PUBLIC WORKS (514)	05/28 CK# 84282	\$99.08
825 1/31-3/3114 SANITARY (825)	01-10-466-252	25.65
835 1/31-3/3114 SANITARY (835)	01-10-466-251	4.53
PW 1/31-3/3114 SANITARY USER CHARGE	01-35-725-417	15.09
VH 1/31-3/3114 SANITARY USER CHARGE 01-405-385	01-10-466-385	53.81
DUPAGE COUNTY (511)	05/28 CK# 84283	\$500.00
VOUCHERS TAXI CAB VOUCHERS - PREPAID 01-190-103	01-190-103	250.00
VOUCHERS SENIOR CITIZEN TAXI PROGRAM 01-435-372	01-10-475-372	250.00
FBINAA (574)	05/28 CK# 84286	\$95.00
SHELTON 14/15 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	95.00
F.I.A.T. (602)	05/28 CK# 84287	\$3,500.00
WIPD 14-15 FIAT 01-451-238	01-30-630-238	3,500.00
FIRE & SECURITY SYSTEMS INC. (601)	05/28 CK# 84288	\$1,132.50
141903 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	489.00
141904 MAINTENANCE - PW BUILDING	01-35-725-418	238.50
142016 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	405.00
GADDIS DAVID (652)	05/28 CK# 84289	\$105.15
14 UNFRMS UNIFORMS 01-451-345	01-30-630-345	105.15
GENE'S TIRE SERVICE (673)	05/28 CK# 84290	\$783.99
107447 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	783.99
GOWER SCHOOL DIST.62 (711)	05/28 CK# 84291	\$330.00
258 RENT - FACILITY 01-625-232	01-20-585-232	330.00
W.W. GRAINGER (1999)	05/28 CK# 84292	\$870.85
9404693104 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	184.73
9431973610 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	15.97
9432402924 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	22.75
9436661517 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	-184.73
9436760103 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	6.36
9443443453 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	661.52
9443443461 MAINTENANCE - EQUIPMENT 01-525-411	01-35-740-411	164.25
TIMOTHY J. HALIK (753)	05/28 CK# 84293	\$124.94
DOMAIN REG NEWS E.D.P. SOFTWARE 01-25-615-212	01-25-615-212	124.94
HINSDALE NURSERIES, INC. (793)	05/28 CK# 84294	\$60.00
1460354 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	48.00
1460439 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	12.00
HOME DEPOT CREDIT SERVICES (808)	05/28 CK# 84295	\$244.45
0021625 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	103.84
3026501 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	140.61

VILLAGE OF WILLOWBROOK

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
HOVING PIT STOP (816) 7955 STREET & ROW MAINTENANCE 01-535-328	05/28 CK# 84296 01-35-750-328	\$1,351.50 1,351.50
I-PAC (961) 2014 DUES ACCREDITATION 01-451-202	05/28 CK# 84297 01-30-630-202	\$125.00 125.00
I.R.M.A. (966) APRIL 2014 SELF INS - DEDUCTIBLE 01-460-273	05/28 CK# 84298 01-30-645-273	\$4,328.86 4,328.86
ILL. MUNICIPAL LEAGUE (895) M636 2014 FEES DUES SUBSCRIPTIONS 01-05-410-307	05/28 CK# 84299 01-05-410-307	\$852.00 852.00
ILLINOIS GIRLS LACROSSE ASSN (2219) 604 WINTER PROGRAM MATERIALS & SERVICES	05/28 CK# 84301 01-20-585-121	\$604.00 604.00
INT. INST.OF MUNICIPAL CLERKS (956) 14 HANSEN/STCHL FEES DUES SUBSCRIPTIONS 01-05-410-307	05/28 CK# 84302 01-05-410-307	\$230.00 230.00
ISP BUREAU OF CRIMINAL IDNTFCATION (243) 4554/ TARGET OPERATING EQUIPMENT 01-451-401	05/28 CK# 84303 01-30-630-401	\$73.00 73.00
JACK PHELAN CHEVROLET II INC (2494) 287547 MAINTENANCE - VEHICLES 01-451-409	05/28 CK# 84304 01-30-630-409	\$31.58 31.58
JUSTIN FRAIT (1792) SOFTBALL SUMMER RECREATION FEES 01-310-815	05/28 CK# 84305 01-310-815	\$250.00 250.00
KANSAS STATE BANK (2472) 3343847 6/1/14 E D P EQUIPMENT 01-445-641 3343847 6/1/14 EDP NEW EQUIPMENT 01-15-540-641 3343847 6/1/14 EDP EQUIPMENT 01-20-595-641 3343847 6/1/14 EDP EQUIPMENT 01-25-625-641 3343847 6/1/14 EDP NEW EQUIPMENT 01-485-641 3343847 6/1/14 EDP NEW EQUIPMENT 01-545-641 3343847 6/1/14 EDP OPERATING EQUIPMENT 01-557-401	05/28 CK# 84306 01-10-485-641 01-15-540-641 01-20-595-641 01-25-625-641 01-30-680-641 01-35-765-641 01-40-815-401	\$7,776.48 661.83 496.37 330.91 992.74 4,301.89 496.37 496.37
KASHYAP SHAH (1466) 2014 5/18/14 SUMMER RECREATION FEES 01-310-815	05/28 CK# 84307 01-310-815	\$300.00 300.00
KING CAR WASH (1057) 60/APR 14 GAS-OIL-WASH-MILEAGE 01-451-303	05/28 CK# 84308 01-30-630-303	\$325.00 325.00
KONICA MINOLTA BUSINESS SOLUTIONS (2319) 9000566244 COPY SERVICE 01-420-315 9000600856 COPY SERVICE 01-451-315 9000603861 COPY SERVICE 01-420-315	05/28 CK# 84309 01-10-455-315 01-30-630-315 01-10-455-315	\$1,158.78 443.70 193.83 521.25
KYLE CLEMENS (2084) REF #310SP WINTER RECREATION FEES 01-310-816	05/28 CK# 84310 01-310-816	\$35.00 35.00
LASERCRAFT INC (2300) 15744/APR 14 RED LIGHT CAMERA FEES 01-30-630-247 15744/APR 14 RED LIGHT - MISC FEE	05/28 CK# 84311 01-30-630-247 01-30-630-249	\$24,110.00 22,475.00 1,635.00
LEXIS (21) 1009686/APR 14 FEES-DUES-SUBSCRIPTIONS 01-451-307	05/28 CK# 84312 01-30-630-307	\$30.20 30.20
LOGSDON OFFICE SUPPLY (2452) 910313-001 OFFICE SUPPLIES 01-420-301 910313-001 OFFICE SUPPLIES 01-25-610-301 910313-001 OFFICE SUPPLIES 01-501-301	05/28 CK# 84313 01-10-455-301 01-25-610-301 01-35-710-301	\$157.77 102.70 4.58 50.49
MARIO'S TREE SERVICE (2411) GRINDER 2014 REIMB. EXP - BRUSH PICKUP 01-540-284	05/28 CK# 84314 01-35-755-284	\$14,900.00 6,500.00

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
SPR BRUSH 2014 REIMB. EXP - BRUSH PICKUP 01-540-284	01-35-755-284	8,400.00
MARQUARDT PRINTING CO. (2543)	05/28 CK# 84315	\$1,464.00
24905 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	508.00
25369 OFFICE SUPPLIES 01-420-301	01-10-455-301	448.00
25369 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	508.00
MOORE MEDICAL CORP. (1305)	05/28 CK# 84316	\$865.31
918555471 OPERATING EQUIPMENT 01-451-401	01-30-630-401	324.54
981642351 JAIL SUPPLIES 01-465-343	01-30-650-343	540.77
MOTOROLA SOLUTIONS INC (1312)	05/28 CK# 84317	\$15.18
91551552 OPERATING EQUIPMENT 01-451-401	01-30-630-401	15.18
MUNICIPAL CLERKS OF DUPAGE CNTY (1318)	05/28 CK# 84318	\$12.00
6/4/14 SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	12.00
MUNICIPAL CLERKS OF DUPAGE CNTY (1318)	05/28 CK# 84319	\$35.00
2014 DUES FEES DUES SUBSCRIPTIONS 01-05-410-307	01-05-410-307	35.00
MUNICIPAL EMERGENCY SERVICES INC. (1320)	05/28 CK# 84320	\$193.18
501784 UNIFORMS 01-451-345	01-30-630-345	180.00
522692 UNIFORMS 01-451-345	01-30-630-345	91.18
CM 1/21/14 UNIFORMS 01-451-345	01-30-630-345	-78.00
NATIONAL IMPRINT CORP (1343)	05/28 CK# 84321	\$156.86
23986 COMMODITIES 01-482-331	01-30-670-331	156.86
NORTH EAST MULTI REGIONAL TRNG. (1371)	05/28 CK# 84322	\$2,250.00
2014 DUES FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	2,250.00
NORTHERN IL POLICE ALARM SYSTEM (1387)	05/28 CK# 84323	\$400.00
9532 OPERATING EQUIPMENT 01-451-401	01-30-630-401	400.00
OCCUPATIONAL HEALTH CENTERS (2413)	05/28 CK# 84324	\$192.00
1008157684 WELLNESS 01-440-276	01-10-480-276	192.00
ORKIN EXTERMINATING (1439)	05/28 CK# 84325	\$82.24
D2604360 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	82.24
P.F. PETTIBONE & CO. (1491)	05/28 CK# 84326	\$97.85
30689 PRINTING & PUBLISHING 01-451-302	01-30-630-302	97.85
PEPSI COLA GEN BOT (1479)	05/28 CK# 84327	\$153.05
76788958 COMMISSARY PROVISION 01-420-355	01-10-455-355	153.05
PETTY CASH C/O TIM HALIK (1492)	05/28 CK# 84328	\$217.85
5/20/14 CASH - OVER OR SHORT 01-420-505	01-10-455-505	0.18
5/20/14 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	50.37
5/20/14 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	17.92
5/20/14 OPERATING EQUIPMENT 01-451-401	01-30-630-401	149.38
PRO-TEK LOCK AND SAFE (1547)	05/28 CK# 84329	\$8.60
81859 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	8.60
PROGRESSIVE BUSINESS PUBLICATIONS (2414)	05/28 CK# 84330	\$195.50
527848501 2014 FEES DUES SUBSCRIPTIONS 01-740-307	01-07-435-307	195.50
PUBLIC SAFETY DIRECT INC (2309)	05/28 CK# 84331	\$261.25
25610 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	95.00
25641 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	166.25
RAGS ELECTRIC, INC (1585)	05/28 CK# 84332	\$2,128.13
15075 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	360.75
15076 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	862.50

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
RAGS ELECTRIC, INC (1585) CONTINUED ...		
15078 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	323.79
15079 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	236.59
9396 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	344.50
RAY O'HERRON (1593)	05/28 CK# 84333	\$117.59
1411982 OPERATING EQUIPMENT 01-451-401	01-30-630-401	63.60
1412438 OPERATING EQUIPMENT 01-451-401	01-30-630-401	53.99
RED WING SHOE STORE (1605)	05/28 CK# 84334	\$198.00
45063356 UNIFORMS 01-501-345	01-35-710-345	198.00
ROBERT WHITE CONSTRUCTION (2579)	05/28 CK# 84335	\$5,985.68
1059 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	3,265.68
1061 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	2,720.00
RUTLEDGE PRINTING CO. (1648)	05/28 CK# 84336	\$1,412.70
121190 OPERATING SUPPLIES 01-451-331	01-30-630-331	1,259.76
121204 PRINTING & PUBLISHING 01-451-302	01-30-630-302	152.94
SEASON COMFORT, CORP. (1687)	05/28 CK# 84337	\$407.50
203828 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	407.50
SERVICE SANITATION INC (1697)	05/28 CK# 84338	\$256.00
6863494 RENT - EQUIPMENT 01-615-234	01-20-570-234	161.00
6863495 RENT - EQUIPMENT 01-615-234	01-20-570-234	95.00
SERVICEMASTER (1693)	05/28 CK# 84339	\$270.00
5232.001 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	270.00
SHERIDAN PLUMBING & SEVER (2425)	05/28 CK# 84340	\$1,760.00
7306 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	1,760.00
SIGNS NOW (1717)	05/28 CK# 84341	\$59.80
SN195-46532 OFFICE SUPPLIES 01-420-301	01-10-455-301	59.80
SOUTHWEST CENTRAL DISPATCH (1751)	05/28 CK# 84342	\$41,444.72
JUNE 2014 RADIO DISPATCHING 01-483-235	01-30-675-235	20,722.36
MAY 2014 RADIO DISPATCHING 01-483-235	01-30-675-235	20,722.36
STAPLES (1767)	05/28 CK# 84343	\$368.68
8029771865 OFFICE SUPPLIES 01-420-301	01-10-455-301	368.68
LAW OFFICES STORINO RAMELLO & DURKIN (2545)	05/28 CK# 84344	\$6,874.87
APRIL 2014 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	6,874.87
MICHELLE STRUGALA (1786)	05/28 CK# 84345	\$104.97
14 UNFRMS UNIFORMS 01-451-345	01-30-630-345	104.97
SUNSET SEWER & WATER (2276)	05/28 CK# 84346	\$4,499.25
2014-102 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	823.23
2014-125 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	2,775.01
2014-127 SITE IMPROVEMENTS 01-535-289	01-35-750-289	901.01
T.P.I. (1886)	05/28 CK# 84347	\$6,144.85
7098/APR 14 REIMB.	01-40-820-258	4,131.85
7098/APR 14 PART TIME INSPECTOR 01-565-109	01-40-830-109	1,428.00
7098/APR 14 REIMB.	01-40-830-115	585.00
TAMELING INDUSTRIES (1844)	05/28 CK# 84348	\$463.75
93550 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	113.00
93798 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	243.50
93798 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	107.25

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
THOMPSON ELEV. INSPECT. SERVICE (1873)	05/28 CK# 84349	\$200.00
14-1569 ELEVATOR INSPECTION 01-565-117	01-40-830-117	100.00
14-1602 ELEVATOR INSPECTION 01-565-117	01-40-830-117	100.00
THOMSON WEST (1871)	05/28 CK# 84350	\$234.00
829575253 FEES DUES SUBSCRIPTIONS 01-420-307	01-10-455-307	234.00
TOM & JERRY'S SHELL SERVICES (1883)	05/28 CK# 84351	\$956.44
49600 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
49607 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	222.00
49608 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
49612 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
49623 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
49629 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
49642 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
49696 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	520.54
TRAFFIC CONTROL & PROTECTIONS (2337)	05/28 CK# 84353	\$702.65
80011 ROAD SIGNS 01-540-333	01-35-755-333	702.65
UNIFIRST (1926)	05/28 CK# 84354	\$272.91
0610834362 MAINTENANCE - PW BUILDING	01-35-725-418	52.05
0610836740 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	168.81
0610836808 MAINTENANCE - PW BUILDING	01-35-725-418	52.05
UNITED STATE POSTAL SERVICE (1946)	05/28 CK# 84355	\$2,500.00
DEPOSIT PREPAID POSTAGE 01-190-102	01-190-102	2,500.00
VERIZON WIRELESS (1972)	05/28 CK# 84356	\$698.86
9724479725 PHONE - TELEPHONES 01-05-410-201	01-05-410-201	61.45
9724479725 PHONE - TELEPHONES 01-420-201	01-10-455-201	23.35
9724479725 PHONE - TELEPHONES 01-451-201	01-30-630-201	378.84
9724479725 TELEPHONES 01-501-201	01-35-710-201	136.81
9724479725 TELEPHONES 01-551-201	01-40-810-201	98.41
KRISTIN VIOLANTE (2399)	05/28 CK# 84357	\$178.51
COFFEE MAKER WINTER PROGRAM MATERIALS & SERVICES	01-20-585-121	79.95
FY 13/14 NOV/AP GAS-OIL-WASH-MILEAGE 01-601-303	01-20-550-303	98.56
WAREHOUSE DIRECT (2002)	05/28 CK# 84358	\$263.98
2312970-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	66.63
2313294-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	44.35
2315635-0 OPERATING EQUIPMENT 01-451-401	01-30-630-401	70.10
2319947-0 OPERATING EQUIPMENT 01-451-401	01-30-630-401	62.94
2321257-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	19.96
WELCH PACKAGING CHICAGO INC (2010)	05/28 CK# 84359	\$780.00
223479 OFFICE SUPPLIES 01-420-301	01-10-455-301	390.00
223479 OFFICE SUPPLIES 01-451-301	01-30-630-301	390.00
WESTOWN AUTO SUPPLY COMPANY (2026)	05/28 CK# 84360	\$109.71
57045 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	11.71
57555 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	98.00
WILD GOOSE CHASE INC (2047)	05/28 CK# 84361	\$840.00
21007 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	840.00
WILLIAM MEYERS MOVERS (1862)	05/28 CK# 84362	\$25.00
WL75454 TRAFFIC FINES 01-310-502	01-310-502	25.00
WILLOWBROOK POLICE CADETS (2065)	05/28 CK# 84363	\$4,000.00
2014 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	4,000.00

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
THE YOGA TEACHERS' GROUP INC (2109)	05/28 CK# 84365	\$1,755.00
4/21/14-5/19/14 RECREATION INSTRUCTORS - SPRING	01-20-586-112	1,755.00
ZIEBELL WATER SERVICE PRODUCTS (2118)	05/28 CK# 84366	\$2,813.40
224628 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	2,813.40
TOTAL GENERAL CORPORATE FUND		\$200,657.47

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WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ALARM DETECTION SYSTEMS INC (61)	05/28 CK# 84264	\$507.69
92825/JUN-AUG14 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	155.55
94593/JUN-AUG14 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	155.55
94594/JUN-AUG14 REPAIR, MAINTENANCE-STANDPIPE, PUMP	02-50-425-485	196.59
AMERICAN WATER WORKS ASSN (149)	05/28 CK# 84265	\$325.00
00448729 FEES DUES SUBSCRIPTIONS 02-401-307	02-50-401-307	325.00
ASSOCIATED TECHNICAL SERV. LTD. (126)	05/28 CK# 84267	\$638.50
24956 LEAK SURVEYS 02-430-276	02-50-430-276	638.50
AT & T MOBILITY (64)	05/28 CK# 84268	\$72.01
826930710MY14 PHONE - TELEPHONES 02-401-201	02-50-401-201	72.01
CALL ONE (289)	05/28 CK# 84271	\$576.89
10109812 MAY14 PHONE - TELEPHONES 02-401-201	02-50-401-201	576.89
CHRISTOPHER B. BURKE (333)	05/28 CK# 84272	\$204.00
116045 PRINTING & PUBLISHING 02-401-302	02-50-401-302	204.00
COMMONWEALTH EDISON (370)	05/28 CK# 84274	\$743.71
4651111049/MY14 ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	743.71
DECISION SYSTEMS COMPANY (454)	05/28 CK# 84279	\$6,167.35
201449 ANL CHRGR EDP SOFTWARE 02-417-212	02-50-417-212	5,728.60
201468 MIN CHRGR EDP SOFTWARE 02-417-212	02-50-417-212	438.75
W.W. GRAINGER (1999)	05/28 CK# 84292	\$21.30
9438632375 MATERIALS, SUPPLIES, STANDPIPE, PUM	02-50-425-475	21.30
KANSAS STATE BANK (2472)	05/28 CK# 84306	\$827.29
3343847 6/1/14 EDP OPERATING EQUIPMENT 02-417-401	02-50-417-401	827.29
ROBERT WHITE CONSTRUCTION (2579)	05/28 CK# 84335	\$522.50
1060 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	522.50
SUNSET SEWER & WATER (2276)	05/28 CK# 84346	\$7,798.73
2014-109 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	2,028.00
2014-112 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	2,411.50
2014-117 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	2,497.97
2014-131 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	861.26
TAMELING INDUSTRIES (1844)	05/28 CK# 84348	\$4.21
93798 MATERIALS, SUPPLIES, STANDPIPE, PUM	02-50-425-475	4.21
TOOLS PLUS INDUSTRIES (2269)	05/28 CK# 84352	\$626.22
41573 OPERATING EQUIPMENT 02-430-401	02-50-430-401	626.22
VERIZON WIRELESS (1972)	05/28 CK# 84356	\$136.81
9724479725 PHONE - TELEPHONES 02-401-201	02-50-401-201	136.81
ZIEBELL WATER SERVICE PRODUCTS (2118)	05/28 CK# 84366	\$365.80
224495-000 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	02-50-430-476	109.20
224514-000 MATERIAL & SUPPLIES - DISTRIBUTION 02-430-476	02-50-430-476	256.60
TOTAL WATER FUND		\$19,538.01

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HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WLBK BURR RIDGE CHAMBER OF COM (2053)	05/28 CK# 84364	\$3,000.00
DIRECTORY 2014 CHAMBER DIRECTORY 03-435-319	03-53-435-319	3,000.00
TOTAL HOTEL/MOTEL TAX FUND		\$3,000.00

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POLICE PENSION FUND

CHECKS & DIR. DEBITS

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DIVISION OF INSURANCE (476)	05/28 CK# 84300	\$3,344.43
F67342 FILING FEE STATE 07-401-531	07-62-401-531	3,344.43
TOTAL POLICE PENSION FUND		\$3,344.43

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LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CHRISTOPHER B. BURKE (333) 116048 ENGINEERING	05/28 CK# 84272 14-75-920-245	\$1,069.50 1,069.50
DUPAGE COUNTY COLLECTOR (503) 835 MDWAY ACCTS PAY- REAL ESTATE 835 MDWAY REVENUE - MISC	05/28 CK# 84284 14-210-102 14-310-901	\$6,901.84 8,767.28 -1,865.44
DUPAGE COUNTY COLLECTOR (503) 825 MDWAY ACCTS PAY- REAL ESTATE 835 MDWAY REVENUE - MISC	05/28 CK# 84285 14-210-102 14-310-901	\$10,805.68 10,701.60 104.08
TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUN		\$18,777.02

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SUMMARY ALL FUNDS

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BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	200,657.47	*
02-110-105	WATER FUND-CHECKING 0010330283	19,538.01	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	3,000.00	*
07-110-105	POLICE PENSION FUND-CHECKING 0010330283	3,344.43	*
14-110-105	LAND ACQUISITION, FACILITY EXPANSION & RENOVATION-CHEC	18,777.02	*
TOTAL ALL FUNDS		245,316.93	**

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

An Ordinance Adopting Prevailing Wage Rates
Pursuant to the Prevailing Wage Law

AGENDA NO. 5e

AGENDA DATE: 5/27/14

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas Bastain, Village Attorney

SIGNATURE: THOMAS BASTAIN, TH.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)

N/A

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

Under Illinois State Statute, each municipality must investigate and ascertain the prevailing rates of wages paid in the completion of public works projects and post or make available its determination of such prevailing wages. The attached schedule of rates provided by the Illinois Department of Labor (IDOL), when passed through a local ordinance, satisfies the statutory requirement.

Once the ordinance is passed, a certified copy must be provided to both the Office of the Secretary of State in Springfield, and the Illinois Department of Labor. In addition, the ordinance must be published in a local newspaper.

ACTION PROPOSED:

The Village staff recommends that the Mayor and Board of Trustees pass the attached ordinance adopting the Illinois Department of Labor's June 2014 Prevailing Wage Rates for DuPage County pursuant to the Prevailing Wage Law.

ORDINANCE NO. 14-O-_____

AN ORDINANCE ADOPTING PREVAILING WAGE
RATES PURSUANT TO THE PREVAILING WAGE LAW

WHEREAS, the State of Illinois has enacted "An Act Regulating Wages of Laborers, Mechanics and Other Workers Employed in Any Public Works by the State, County, City or any Public Body or Any Political Subdivision or by Any One Under Contract for Public Works," approved June 26, 1941, as amended, being 820 Illinois Compiled Statutes 130/0.01 ET Seq. and;

WHEREAS, the aforesaid Act requires that the Village of Willowbrook investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Village employed in performing construction of public works, for said Village.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK:

SECTION ONE: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the DuPage County area as determined by the Department of Labor of the

State of Illinois as of June, 2014 a copy of that determination being attached hereto and incorporated herein by reference. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION TWO: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Village to the extent required by the aforesaid Act.

SECTION THREE: The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of this Village this determination of such prevailing rate of wage.

SECTION FOUR: The Village Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their name and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION FIVE: The Village Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois.

SECTION SIX: The Village Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

PASSED and APPROVED this 27th day of May, 2014 .

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Du Page County Prevailing Wage for June 2014

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		37.100	37.600	1.5	1.5	2.0	13.38	9.520	0.000	0.500
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		44.240	48.220	2.0	2.0	2.0	6.970	17.54	0.000	0.350
BRICK MASON		BLD		41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
CARPENTER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
CEMENT MASON		ALL		38.500	40.500	2.0	1.5	2.0	12.16	16.25	0.000	0.430
CERAMIC TILE FNSHER		BLD		34.810	0.000	2.0	1.5	2.0	10.20	7.830	0.000	0.640
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	9.550	15.16	1.250	0.610
ELECTRIC PWR EQMT OP		ALL		37.890	51.480	1.5	1.5	2.0	5.000	11.75	0.000	0.380
ELECTRIC PWR GRNDMAN		ALL		29.300	51.480	1.5	1.5	2.0	5.000	9.090	0.000	0.290
ELECTRIC PWR LINEMAN		ALL		45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450
ELECTRIC PWR TRK DRV		ALL		30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRICIAN		BLD		37.160	40.880	1.5	1.5	2.0	9.550	17.39	4.480	0.680
ELEVATOR CONSTRUCTOR		BLD		49.900	56.140	2.0	2.0	2.0	12.73	13.46	3.990	0.600
FENCE ERECTOR	NE	ALL		34.840	36.840	1.5	1.5	2.0	12.86	10.67	0.000	0.300
FENCE ERECTOR	W	ALL		45.060	48.660	2.0	2.0	2.0	9.390	17.69	0.000	0.400
GLAZIER		BLD		40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR		BLD		46.950	49.450	1.5	1.5	2.0	11.17	11.96	0.000	0.720
IRON WORKER	E	ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
IRON WORKER	W	ALL		45.060	48.660	2.0	2.0	2.0	9.390	17.69	0.000	0.400
LABORER		ALL		37.000	37.750	1.5	1.5	2.0	13.38	9.520	0.000	0.500
LATHER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
MACHINIST		BLD		43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL		30.520	0.000	1.5	1.5	2.0	9.700	12.55	0.000	0.590
MARBLE MASON		BLD		40.780	44.860	1.5	1.5	2.0	9.700	12.71	0.000	0.740
MATERIAL TESTER I		ALL		27.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MATERIALS TESTER II		ALL		32.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MILLWRIGHT		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
OPERATING ENGINEER		BLD 1		46.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 2		44.800	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 3		42.250	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 4		40.500	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 5		49.850	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 6		47.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 7		49.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 1		44.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 2		43.750	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 3		41.700	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 4		40.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 5		39.100	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 6		47.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 7		45.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
ORNAMNTL IRON WORKER E		ALL		42.900	45.400	2.0	2.0	2.0	13.11	16.40	0.000	0.600
ORNAMNTL IRON WORKER W		ALL		45.060	48.660	2.0	2.0	2.0	9.390	17.69	0.000	0.400
PAINTER		ALL		40.980	42.980	1.5	1.5	1.5	10.00	8.200	0.000	1.350
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
PIPEFITTER		BLD		41.200	43.200	1.5	1.5	2.0	9.750	17.59	0.000	1.710
PLASTERER		BLD		41.250	43.760	1.5	1.5	2.0	9.700	13.08	0.000	0.980
PLUMBER		BLD		41.200	43.200	1.5	1.5	2.0	9.750	17.59	0.000	1.710
ROOFER		BLD		39.200	42.200	1.5	1.5	2.0	8.280	9.690	0.000	0.430
SHEETMETAL WORKER		BLD		43.250	45.250	1.5	1.5	2.0	10.65	12.90	0.000	0.820
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	10.75	8.850	0.000	0.450

STEEL ERECTOR	E	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STEEL ERECTOR	W	ALL	45.060	48.660	2.0	2.0	2.0	9.390	17.69	0.000	0.400
STONE MASON		BLD	41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
SURVEY WORKER		ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER		BLD	36.040	0.000	1.5	1.5	2.0	10.20	9.900	0.000	0.540
TERRAZZO MASON		ELD	39.880	42.880	1.5	1.5	2.0	10.20	11.25	0.000	0.700
TILE MASON		BLD	41.840	45.840	2.0	1.5	2.0	10.20	9.560	0.000	0.880
TRAFFIC SAFETY WRKR		HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER		ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCK POINTER		BLD	40.950	41.950	1.5	1.5	2.0	9.700	11.93	0.000	0.630

Legend: RG (Region)

- T/P (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
- C (Class)
- Base (Base Wage Rate)
- FRMN (Foreman Rate)
- H>P>B (OT required for any hour greater than 8 worked each day, Non through Fri.)
- OSR (Overtime (OT) is required for every hour worked on Saturday)
- OSH (Overtime is required for every hour worked on Sunday and Holidays)
- H/W (Health & Welfare Insurance)
- Pnsn (Pension)
- Vac (Vacation)
- Trng (Training)

Explanations

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and

other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt hatch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Eatch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete

Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; File Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining

Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Elaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Eoys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 15 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar

equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

AN ORDINANCE DECLARING SURPLUS PROPERTY AND AUTHORIZING THE DISPOSAL OF THE SAME.

AGENDA NO. **5f**

AGENDA DATE: 05/27/2014

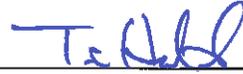
STAFF REVIEW: Mark Shelton, Chief of Police

SIGNATURE: 

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES N/A

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

Staff has compiled a list of unclaimed property deemed surplus ready for disposal. Staff will donate the property to the Good Will Store.

Make	Model	Description	Incident
Huffy	Wishbone	18 Speed – Green in Color	14-3279
Diamond Back	Edgewood	7 Speed – Black and White in Color	14-3279
Columbia	Journey	7 Speed – Green in Color	14-3279
Schwinn	Spring	10 Speed – Gray in Color	14-3279
Schwinn	Ranger	Pink in Color	13-5403
Murray	Viscount	Green in Color	14-3101
Pacific	Evolution	10 Speed	13-7121
MC Sports	Roadmaster	Blue, Black and White in Color	13-1709

Staff recommends the Mayor and Board of Trustees pass the ordinance authorizing the donation of the property listed above.

ACTION PROPOSED:

PASSAGE OF THE ORDINANCE

ORDINANCE NO. 14-0-_____

AN ORDINANCE DECLARING SURPLUS PROPERTY
AND AUTHORIZING THE DISPOSAL OF THE SAME.

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Willowbrook, it is no longer necessary or useful or for the best interests of the Village of Willowbrook, to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Willowbrook to dispose of said personal property.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook as follows:

SECTION ONE: Pursuant to 65 ILCS 5/11-76-4, the Mayor and Board of Trustees of the Village of Willowbrook find that the property legally described on Exhibit "A" attached hereto and made a part of, now owned by the Village of Willowbrook, is no longer necessary or useful to the Village of Willowbrook and the best interests of the Village of Willowbrook will be served by its disposal.

SECTION TWO: Pursuant to 65 ILCS 5/11-76-4, the Village Administrator is hereby authorized and directed to dispose of the property set forth on Exhibit "A" now owned by

the Village of Willowbrook in any manner he deems appropriate, with or without advertisement.

SECTION THREE: The Village Administrator is hereby authorized to dispose of the property set forth on Exhibit "A" to the recipient thereof.

SECTION FOUR: This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED and APPROVED this 27th day of May, 2014.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT "A"

Make	Model	Description	Incident
Huffy	Wishbone	18 Speed – Green in Color	14-3279
Diamond Back	Edgewood	7 Speed – Black and White in Color	14-3279
Columbia	Journey	7 Speed – Green in Color	14-3279
Schwinn	Spring	10 Speed – Gray in Color	14-3279
Schwinn	Ranger	Pink in Color	13-5403
Murray	Viscount	Green in Color	14-3101
Pacific	Evolution	10 Speed	13-7121
MC Sports	Roadmaster	Blue, Black and White in Color	13-1709

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – TREE AND STUMP REMOVAL SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND PESSINA TREE SERVICE, LLC

AGENDA NO.

5g

AGENDA DATE: 05/27/14

STAFF REVIEW: Garrett Hummel, Management Analyst

SIGNATURE:



LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE:



RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE:



REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)

On May 17, 2013, the Village went out to bid on a contract which includes the removal and stumping of Village owned trees affected by the emerald ash borer (EAB) infestation. The scope of work includes the removal, stumping, and restoration of the area around the identified trees located on public right-of-ways and in Village parks. The Village accepted a bid from Pessina Tree Service, LLC for Year 1 of the EAB Abatement Program. 230 trees were removed during Year 1 of the EAB Abatement Program. Staff was very pleased with the quality of services provided by Pessina Tree Service, LLC.

During the Board Budget Workshop, an EAB Abatement Program was approved. Year 2 of the program includes the removal of all identified trees. Staff with the assistance of Natural Path (the Village's consultant arborist) is developing a tree removal list for the upcoming season. The goal is to come up with a list of about 200 trees for this year's removals.

As part of the EAB Abatement Program, the Village will be conducting a public relations campaign that will provide notice to residents of the upcoming tree removals, give residents a list of replacement trees to choose from and inform residents of the public participation portion of the removal and planting contracts.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

Included in the tree removal and stumping contract was a provision that allows the contract to be extended for the 2014-15 contract period. Pessina Tree Service, LLC has agreed to extend the contract for an additional year with no increases to the contracted unit prices. Staff would recommend contracting with Pessina Tree Service, LLC for the Village's 2014-15 tree removals. The new contract would be effective from May 27, 2014 through April 30, 2015.

ACTION PROPOSED: Adopt the Resolution

RESOLUTION NO. 14-R-_____

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – TREE AND STUMP REMOVAL SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND PESSINA TREE SERVICES, LLC

WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the Mayor and Village Clerk to execute an Agreement with Pessina Tree Services, LLC, for the purposes of providing tree and stump removal services to the Village of Willowbrook.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows;

SECTION ONE: That the competitive bidding process be waived and that the Mayor and Village Clerk be and the same are hereby authorized to execute an Agreement with Pessina Tree Services, LLC, in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Pessina Tree Services, LLC providing tree and stump removal services to the Village of Willowbrook.

SECTION TWO: That all resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

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

ADOPTED and APPROVED this 27th day of May, 2014

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

AGREEMENT

THIS AGREEMENT made and entered into this 27th day of May, 2014, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Pessina Tree Services, LLC

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, provides in part that units of local government, including municipalities, may contract with individuals in any manner not prohibited by law or by ordinance.

WHEREAS, by Resolution 13-R-39, the Mayor and Village Clerk were authorized to execute, and did execute, a certain contract with Pessina Tree Services, LLC for the purposes of providing tree and stump removal services to the Village of Willowbrook for the period from July 1, 2013, to December 1, 2013, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from May 27, 2014, to April 30, 2015, with the same unit prices as set forth in the prior contract; and,

WHEREAS, Pessina Tree Services, LLC has agreed to provide such services as set forth in the Contract as agreed to by a letter to the Village dated May 12, 2014, which is attached hereto and incorporated herein as Exhibit "B".

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, conditions and agreements herein contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties hereto agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this AGREEMENT as if fully set out in this Section 1.

Section 2. The Village and Pessina Tree Services, LLC hereby extend the term of the Contract for the period from May 27, 2014, to April 30, 2015, with the cost not to exceed the unit prices set forth in the prior contract.

Section 3. Notwithstanding anything to the contrary, Pessina Tree Services, LLC hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 27, 2014, to April 30, 2015, as otherwise described and set forth in the Contract.

Section 4. This AGREEMENT is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

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

VILLAGE OF WILLOWBROOK, an Illinois
municipal corporation,

By: _____
Mayor

ATTEST:

Village Clerk

Pessina Tree Services, LLC

By: _____

Its: _____

ATTEST:

EXHIBIT "A" TO AGREEMENT

ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
TREE AND STUMP REMOVAL SERVICES**

CONTRACT PERIOD: JULY 1, 2013 – DECEMBER 1, 2013

BIDDER: PESSINA TREE SERVICES, LLC, 45W520 Jeter Road, Big Rick, IL 60511

APPROXIMATELY FIFTY-ONE (51) PAGES

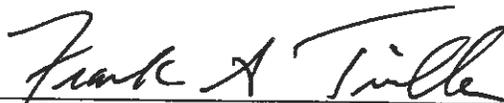
RESOLUTION NO. 13-R- 39

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT – TREE AND STUMP REMOVAL SERVICES – PESSINA TREE SERVICES, LLC

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized to execute a certain contract with Pessina Tree Services, LLC to complete the 2013 Tree and Stump Removal Services Contract in an amount not to exceed \$118,361.00, as set forth in the contract attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 8th day of June, 2013

APPROVED:



Mayor

ATTEST:




Village Clerk

ROLL CALL VOTE:

AYES: Baker, Berglund, Davi, Kelly, Mistele, Oggerino

NAYS: Ø

ABSTENTIONS: Ø

ABSENT: Ø

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

Required For Use By:

VILLAGE OF WILLOWBROOK
Willowbrook, Illinois 60527
May 1, 2013

CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE 15

**** MUST BE EXECUTED AND NOTARIZED ****

BIDS TO BE EXECUTED IN DUPLICATE

ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC

ALL INSURANCE REQUIREMENTS MUST BE MET

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

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

 Tim Halik
 Village Administrator

BID NOTICE

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

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

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

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

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

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

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

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

I. GENERAL CONDITIONS

A. DEFINITIONS

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

A. BIDDER shall mean:

Pessina Tree Service, LLC

45W520 Jeter Road

Big Rock, IL 60511

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

B. PREPARATION AND SUBMISSION OF PROPOSAL

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

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

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

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

C. WITHDRAWAL OF PROPOSAL

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

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

D. SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

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

E. BID DEPOSIT

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

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

F. SECURITY FOR PERFORMANCE

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

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

G. EQUIVALENT PRODUCTS

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

H. BASIS OF AWARD

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

I. ACCEPTANCE OF BID

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

J. CATALOGS

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

K. DELIVERY

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

L. GUARANTEES AND WARRANTEES

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

M. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

N. COMPETENCY OF BIDDER

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

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

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

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

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

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

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

P. SPECIAL HANDLING

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

Q. MATERIAL INSPECTION AND RESPONSIBILITY

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

R. TOXIC SUBSTANCES

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

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

S. PRICE REDUCTIONS

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

T. TERMINATION OF CONTRACT

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

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

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

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

U. EQUAL EMPLOYMENT OPPORTUNITY

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

SUBCONTRACTS

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

CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

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

V. INSURANCE SPECIFICATIONS

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

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

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

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

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

W. INSURANCE POLICY(S) ENDORSEMENT

SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.

VILLAGE OF WILLOWBROOK ("The Village")

Attention: Administration Department

7760 Quincy Street

Willowbrook, Illinois 60527

1. POLICY INFORMATION.

- A. Insurance Company CHR INS. Agency
- B. Policy Number CL0121323, PL654354, CL121323
- C. Policy Term: (From) 5/12/13 (To) 5/12/14
- D. Endorsement Effective Date 6/11/13
- E. Named Insured Village of Willowbrook
- F. Address of Named Insured 7760 Quincy St Willowbrook, IL 60527
- G. Limit of Liability Any One Occurrence/
Aggregate \$ 2,000,000
- H. Deductible or Self-Insured Retention (Nil unless otherwise specified)
\$ n/a

2. VERIFICATION OF COVERAGE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, **within thirteen (13) calendar days** after acceptance of the bid by the Village, furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

3. POLICY AMENDMENTS.

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

A. INSURED.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

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

B. CONTRIBUTION NOT REQUIRED.

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

C. SEVERABILITY OF INTEREST.

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

D. SUBCONTRACTORS. (ALL COVERAGES)

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

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

F. CANCELLATION NOTICE. (ALL COVERAGES)

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

G. SUBROGATION (WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)

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

H. ACCEPTABILITY OF INSURERS.(ALL COVERAGES)

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

I. ASSUMPTION OF LIABILITY. (ALL COVERAGES)

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

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

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

Signature of: 

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

Title: owner

Organization: Pessina Tree Service, LLC

Address: 45 W 520 Juter Rd Big Rock, IL 60611

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

X. INDEMNITY HOLD HARMLESS PROVISION

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

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

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

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

ADDITIONAL INSURED ENDORSEMENT - EXHIBIT A

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

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

Village of Willowbrook

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

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

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

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

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

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

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

By: [Signature]
Authorized Agent of Contractor

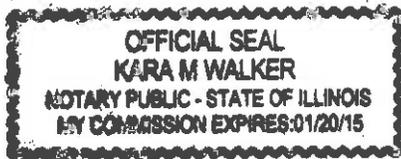
SUBSCRIBED AND SWORN BEFORE ME

This 20th day of
June, 20 13.

MY COMMISSION EXPIRES:

1/20/2015

[Signature]
NOTARY PUBLIC



CONTRACT - Page One of Two

1. This agreement, made and entered into this 8TH day of JULY 20 13, between the Village of Willowbrook, acting by and through its Mayor and Board of Trustees and PESSINA TREE SERVICES, LLC
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, PESSINA TREE SERVICES 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)

Attest:

By:

Leroy Hansen
Village Clerk



By:

T.G. Hall
Village Administrator

IF A CORPORATION

(Corporate Seal)

CORPORATE NAME

Attest:

Pessina Tree Service LLC

By:

Heather Bruffet
Secretary

By:

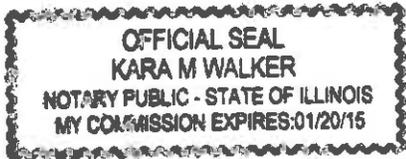
[Signature]
President

SUBSCRIBED AND SWORN BEFORE ME

This 20th day of June, 20 13.

MY COMMISSION EXPIRES:

1/20/2015



KARA M Walker
NOTARY PUBLIC

IF A PARTNERSHIP

(Seal) _____

(Seal) _____

(Seal) _____

(Seal) _____

PARTNERS DOING BUSINESS UNDER THE NAME OF

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

=====
IF AN INDIVIDUAL

(Seal)

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

II. ADDITIONAL REQUIREMENTS FOR PUBLIC WORKS PROJECTS

- A. INTENT**
It is the intent of these specifications and contract that a complete working improvement be constructed. All necessary work and materials shall be included; whether specifically called for or implied.
- B. LOCATION OF UTILITIES**
The successful Bidder shall contact the Village of Willowbrook Department of Municipal Services at least seventy-two (72) hours before beginning work. Where required, electric, gas, telephone and cable utilities must be located in the field prior to construction. The Village bears no responsibility for damage done to existing utilities during construction.
- C. TRAFFIC CONTROL AND PROTECTION**
Traffic control and protection - the successful Bidder's manner of prosecuting the work or revisions in the phasing of operations may require temporary traffic control devices to be installed. In such cases, all but not limited to, signs, signals, markings, traffic codes, barricades, warning lights, flagmen and other traffic control devices must conform with all provisions of the appropriate standards. The Village shall be the sole judge as to the acceptability of placement and maintenance of the traffic control devices prescribed in the appropriate standards. Said temporary traffic control devices shall be considered incidental to the contract and no compensation will be allowed.
- D. EXAMINATION OF SITE**
The successful Bidder shall carefully examine the site and become familiar with the conditions under which he/she will have to execute the work required under this contract. Failure to do so will in no way relieve the successful Bidder of his/her responsibility under this contract.
- E. ADDITIONAL WORK**
The Village reserves the right to order additional work during the course of construction. Prior to commencing any additional work, the successful Bidder shall submit his/her charges for performing the work and shall not proceed until the Village has approved the charges.
- F. PREVAILING WAGES**
In accordance with the law and the provisions of 820ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by any one under contract for public works", not less than the prevailing rate of wages shall be paid to all laborers, workmen and mechanics performing work under this contract. Prospective Bidders shall thoroughly familiarize themselves with the provisions of the above mentioned act and shall prepare any and all bids in strict compliance therewith. Copies of the prevailing rate of wages for this Village are on file in the office of the Village Clerk of the Village of Willowbrook.
- G. PROTECTION OF EXISTING FACILITIES**
Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the successful Bidder. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the successful Bidder when ordered to do so by the Village. All repairs of damage to existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work that becomes due.

H. BIDDER'S RESPONSIBILITY

The successful Bidder shall be responsible for constructing the improvements in accordance with the specifications. The successful Bidder shall have available on the job site at all times during construction, a complete set of specifications with all revisions thereto. The successful Bidder shall employ only workmen skilled in their trade and shall furnish full-time supervision of all construction. An English-speaking superintendent shall be at the site whenever construction is in progress. The superintendent shall have authority to receive and carry out instructions from the Village. The lack of a competent superintendent on the site during construction shall be just cause for the Village to order the work to cease.

I. SITE CONDITION AND CLEAN-UP

The successful Bidder shall store materials and equipment where directed by the Village and shall move same, if and when it becomes necessary at his/her own expense.

The successful Bidder shall have control over his/her employees' parking of automobiles on the site, and shall provide portable toilet facilities and receptacles for depositing waste paper and garbage. The successful Bidder shall keep the site neat and shall clean up any debris when directed to do so by the Village. Upon completion of the improvement, the site shall be left in a condition acceptable to the Village. Failure to keep the site neat, or clean-up debris when directed to do so shall be just cause for withholding payment due the successful Bidder and final acceptance will not be made until the site is in a condition acceptable to the Village.

J. TRESPASS ON LAND

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

K. COPIES OF DRAWINGS AND SPECIFICATIONS

The Village shall furnish to the Bidder, without charge, three (3) sets of specifications for that portion of the work to be performed by the Bidder. If the Bidder desires additional copies of the specifications, they may be secured from the Village at Bidder's expense.

L. PROTECTION OF PUBLIC

The Bidder shall erect and maintain sufficient signs, barricades, lights and fences and shall employ competent flagmen and watchmen to warn and guard the public against the hazards created by the construction of the work. The Bidder shall not allow hazardous conditions to remain without affording adequate protection to the public. If, in the opinion of the Village, a hazardous condition exists and the Bidder fails to correct the condition, or to protect the public, the Village may order the necessary precautions to safeguard the public, the cost of which will be deducted from payments due the Bidder. Flagrant disregard for the safety of the public shall constitute just reason for the Village to order cessation of work.

M. GUARANTEE

All work and materials furnished under this contract shall be guaranteed by the Bidder against defects, failure, improper performance and non-compliance with the contract documents for a period of one (1) year after completion and acceptance of the work under this contract. During the guarantee period, the Bidder shall repair and replace, at his/her

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

N. PAYMENT

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

O. ACCEPTANCE

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

P. INTERPRETATION OF CONTRACT DOCUMENTS

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

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III. TERMS AND CONDITIONS OF THE SPECIFIC PROJECT

A. TREE REMOVALS

1. SCOPE OF WORK

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

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

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

2. LOCATION OF TREE REMOVAL WORK

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

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

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

3. COMMENCEMENT OF WORK

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

4. CLEANUP

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

5. REMOVAL OF DEBRIS

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

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

6. METHOD OF MEASURING

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

B. STUMP REMOVAL

1. SCOPE OF WORK

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

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

2. LOCATION OF STUMP REMOVAL AND RESTORATION WORK

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

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

3. METHOD OF MEASURING

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

4. STUMP REMOVAL

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

5. NOTIFICATION BY VILLAGE

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

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

6. NOTIFICATION BY CONTRACTOR

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

7. SITE APPEARANCE AND DISPOSAL OF STUMP GRINDINGS

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

8. BACKFILLING

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

9. SEEDING

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

10. SUCKER GROWTH

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

11. CONTRACT PERIOD

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

12. BILLING & PAYMENT

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

C. GENERAL DETAILS

1. EXAMINATION OF SITE

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

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

2. MEETING BEFORE WORK BEGINS

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

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

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

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

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

4. ALTERATIONS, OMISSIONS AND EXTRA WORK

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

5. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

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

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

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

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

13. SAFETY

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

14. REPORTING

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

15. TRESPASS ON LAND

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

16. WORKING HOURS

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

17. PREVAILING WAGES

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

18. SUBLETTING CONTRACT

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

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

19. DEFAULT

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

20. WORKMANSHIP

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

21. PENALTY FOR NON-COMPLETION

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

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

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

22. COSTS

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

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

23. REFERENCES

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

24. EQUIPMENT CONDITION

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

25. FUEL/OILING

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

26. ADDITIONS OR DELETIONS

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

27. REPORT OF WORK PERFORMED AND SCHEDULED

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

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

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

The Program will work as follows:

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

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

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

Village of Willowbrook

TREE REMOVAL SPECIFICATIONS BID FORM – PAGE 1 OF 3

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

Parkway Tree Removal 2013 (July 1 – October 1)

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

Additional Work: Private Participation Program

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

Village of Willowbrook

STUMP REMOVAL SPECIFICATIONS BID FORM – PAGE 2 OF 3

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

Stump Removal and Parkway Restoration

Estimated Quantity

239 Stumps (2013)
Grinding, Clean up & Restoration

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

Additional Work: Private Participation Program

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

Company Name Pessina Tree Service, LLC

Date: 6/20/13

Village of Willowbrook

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

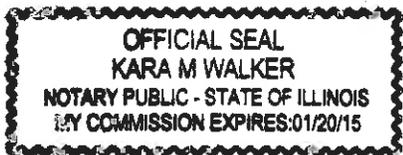
(CONTRACT EXTENTION)

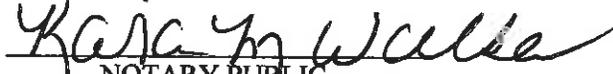
Rates for services listed for 2013-14 contract period will not increase more than _____ % for the 2014-15 contract period. At its sole discretion, the Village of Willowbrook may extend the contract for a one-year term beginning on May 1, 2014 and concluding April 30, 2015.

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

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

MY COMMISSION EXPIRES:



1/20/15

NOTARY PUBLIC

REFERENCES

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

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

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

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

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

June 11, 2013

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

Dear PESSINA TREE SERVICE,

We are pleased to present you with this Bid Bond.

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

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

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

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

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

Sincerely,

CRH INSURANCE AGENCY LLC

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY
LANSING, MICHIGAN
POWER OF ATTORNEY

NO. BD134749

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

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

Does hereby constitute and appoint Jim House

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

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

Kenneth R. Schroeder

Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

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



My commission expires January 1st, 2014

Amanda Lamp

Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

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

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



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



Agency Code: 04045700

Agency Name: CRH INSURANCE AGENCY LLC

Agent's Name:

Agency Fax #: 630-208-8497

Policy #: BD134749

Does agency have A-O Power of Attorney?

Yes No

APPLICATION FOR CONTRACT BOND

(One-Time Bonds Only)

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

CONTRACTOR DATA

Type of Business: Corporation Individual Joint Venture LLC Partnership

Business Name: PESSINA TREE SERVICE

Business Address: 45W520 JETER RD

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

FEIN: 205939989 State of Incorporation:

Email Address: Website Address:

Type of Work: TREE TRIMMING AND REMOVAL

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

Work in Progress: \$125,000.00

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

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

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

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

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

BOND INFORMATION

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

Bid Bond:

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

Obligee (Owner): VILLAGE OF WILLOWBROOK

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

Phone: (630) 323-8215 Fax:

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

Physical Address of Job:

Liquidated Damages (LDs): \$0.00

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

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

In which state is the job to be performed: ILLINOIS

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

For which sector will this job be performed? Federal

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

INDEMNITORS

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

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

Name: _____
Address: _____
City/State/Zip: _____
SS#: _____ Marital Status: _____
Phone: _____
Email Address: _____
% of Business Ownership: _____ Title: _____
Spouse Name: _____
SS#: _____
Phone: _____
Email Address: _____

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

INDEMNITY AGREEMENT

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

NOTICE TO APPLICANT

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

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

IMPORTANT

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

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

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

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

SIGNATURES

Company Name: PESSINA TREE SERVICE

Print Name & Title DALE PESSINA Member

Signature X

Personal Indemnitors:

Print Name DALE PESSINA

Print Name

Signature X

Signature X

Signed this 11th Day of June, 2013

Signed this 11th Day of June, 2013

Print Name

Signature X

Signed this 11th Day of June, 2013

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

Signed

(Applicant)

Date

6/20/2013



Bond Number BD134749

BID BOND

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

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

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

Signed and sealed this 11th day of June, 2013

Karam Weeber
Witness

[Signature]
PESSINA TREE SERVICE Principal
owner
Title

Amanda Lamp
Amanda Lamp Witness

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





Bond Number BD134749

ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

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

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



Amanda Lamp

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

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

ADDENDUM NO. ONE

PREPARED BY: Garrett Hummel

DATE PREPARED: 29 May 2013

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

PROJECT NO.: 2013-02

OWNER: Village of Willowbrook

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

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

Below and attached, please find the modified specification:

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

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

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

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

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

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

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

Page Two
Addendum Number One
May 29, 2013

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

COMPANY NAME: Pessina Tree Service, LLC

AUTHORIZED SIGNATURE: 

ATT: Pages 2,18,27

END OF ADDENDUM NO. 1

ADDENDUM NO. TWO

PREPARED BY: Garrett Hummel

DATE PREPARED: 11 June 2013

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

PROJECT NO.: 2013-02

OWNER: Village of Willowbrook

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

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

Below and attached, please find the modified specification:

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

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

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

The Program will work as follows:

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

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

EMERALD ASH BORER COMPLIANCE AGREEMENT

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

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

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

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

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

"Regulated Articles" are hereby defined as the following:

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

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

Signature/Title [Signature] Owner Date Signed 8-19-09

State Agency Official Signature Compliance Agreement No:

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



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

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

mailed 8/19/09

International Society of Arboriculture

Certified Arborist™

Jacob W. Pessina

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

D. Glenn

Certification Board, Chair
International Society of Arboriculture

J. Skiera

Jim Skiera, Executive Director
International Society of Arboriculture

IL-5059A Jun 10, 2008 Jun 30, 2014
Certificate Number Certified Since Expiration Date

Equipment List

2012 Ford F350

2000 International 4700

72" Brush Mower

Skidsteer Grapple

2004 International 4200

2004 Vermeer BC-2000 XL Chipper

SC 752 Stump Cutter

2000 Vermeer Stump Grinder

1996 Vermeer M672 Stump Grinder

1997 Case Skid Loader

2005 Bobcat T300 Turbo mini Skidsteer

2002 GMC 7500

1996 GMC K29 2500

2003 International Truck

2004 Dolittle Trlr

2003 McClain Trlr

2008 Bri-Mar Trlr

2012 Inperial Split Floor Trlr

2005 Ploaris M500 Sportman ATV 4x4

2003 Kubota Tractor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/11/2013

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

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

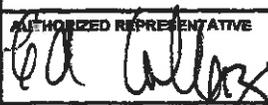
PRODUCER CRH Insurance Agency, LLC 1250 Executive Place Suite 302 Geneva, IL 60134	CONTACT NAME: PHONE (A/C, No. Ext): 630-208-8496 FAX (A/C, No): 630-208-8497 E-MAIL ADDRESS: admin@crinsurance.net	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Pessina Tree Service LLC 45W520 Jeter Road Big Rock IL 60511	INSURER A: Pekin Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CL0121323	5/12/2013	5/12/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OED <input type="checkbox"/> RETENTION \$		P654354	5/12/2013	5/12/2014	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Business Personal Property		CL121323	5/12/2013	5/12/2014	\$152,260

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insureds: Village of Willowbrook, its officials, agents, employees and volunteers

CERTIFICATE HOLDER Village of Willowbrook Attn: Administration Dept. 7760 Quincy Street Willowbrook, IL 605257	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



Policy Number:

Date Entered: 4/19/2011

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
6/18/2013

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

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

PRODUCER First Choice Insurance Consulting 409 Beltline Rd., Ste 140 Collinsville, IL 62234	CONTACT NAME:	
	PHONE (A/C No. Ext): (618) 343-0795	FAX (A/C No.): (618) 343-0814
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Pessina Tree Service, LLC 45W520 Jeter Road Big Rock, IL 60511	INSURER A: American Interstate Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

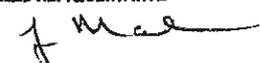
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

Village of Willowbrook Attn: Administrative Department 7760 Quincy Street Willowbrook, IL 60527	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2010/05)

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PESSINA TREE SERVICE LLC
45W520 JETER ROAD
BIG ROCK, IL 60511
Office: 630-556-3985
Fax: 630-556-4543
Cell: 630-417-4714
pessinatreesevice@yahoo.com



5/12/14

To: Village of Willowbrook, IL
Cc: Garrett ...
Re: Contract

We would like to state that all the content in the previous contract is still fine with Pessina Tree Service LLC and we would like the on formation on extending the contract for an additional year. If you have any question please contact the office at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Dale Pessina", with a long horizontal line extending to the right.

Dale Pessina

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – TREE PLANTING SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND THE FIELDS ON CATON FARM, INC

AGENDA NO.**5h****AGENDA DATE:** 05/27/14**STAFF REVIEW:** Garrett Hummel, Management Analyst**SIGNATURE:** **LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:** **RECOMMENDED BY:** Tim Halik, Village Administrator**SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

On June 28, 2013, the Village went out to bid on a contract which includes the planting and mulching of new trees to replace the trees removed as a result of the emerald ash borer (EAB) infestation. The Village accepted a bid from The Fields on Caton Farm, Inc. for Year 1 of the EAB Abatement Program. In the fall planting season, 101 replacement trees were planted during Year 1 of the EAB Abatement Program. Due to the long winter, the spring planting cycle related to Year 1 was delayed. By early June roughly 80 more replacement trees will be planted. Staff was very pleased with the quality of services provided by The Fields on Caton Farm, Inc.

During the Board Budget Workshop, an EAB Abatement Program was approved. Year 2 of the program includes the planting of replacement trees, where possible, for any tree that was removed. This year's removal list will include roughly 200 trees.

As part of the EAB Abatement Program, the Village will be conducting a public relations campaign that will provide notice to residents of the upcoming tree removals, give residents a list of replacement trees to choose from and inform residents of the public participation portion of the removal and planting contracts.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

Included in the tree planting contract was a provision that allows the contract to be extended for the 2014-15 contract period. The Fields on Caton Farm, Inc. has agreed to extend the contract for an additional year with no increases to the contracted unit prices. The price per planted tree is \$95.00 which is the same price as last year. Staff would recommend contracting with The Fields on Caton Farm, Inc. for the Village's 2014-15 tree removals. The new contract would be effective from May 31, 2014 through June 1, 2015.

ACTION PROPOSED: Adopt the Resolution

RESOLUTION NO. 14-R-_____

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – TREE PLANTING SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND THE FIELDS ON CATON FARM, INC.

WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the Mayor and Village Clerk to execute an Agreement with The Fields on Caton Farm, Inc., for the purposes of providing tree planting services to the Village of Willowbrook.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows;

SECTION ONE: That the competitive bidding process be waived and that the Mayor and Village Clerk be and the same are hereby authorized to execute an Agreement with The Fields on Caton Farm, Inc., in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of The Fields on Caton Farm, Inc. providing tree planting services to the Village of Willowbrook.

SECTION TWO: That all resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

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

ADOPTED and APPROVED this 27th day of May, 2014

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

AGREEMENT

THIS AGREEMENT made and entered into this 27th day of May, 2014, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and The Fields on Caton Farm, Inc.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, provides in part that units of local government, including municipalities, may contract with individuals in any manner not prohibited by law or by ordinance.

WHEREAS, by Resolution 13-R-44, the Mayor and Village Clerk were authorized to execute, and did execute, a certain contract with The Fields on Caton Farm, Inc. for the purposes of providing tree planting services to the Village of Willowbrook for the period from September 1, 2013, to May 31, 2014, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from May 27, 2014, to April 30, 2015, with the same unit prices as set forth in the prior contract; and,

WHEREAS, The Fields on Caton Farm, Inc. has agreed to provide such services as set forth in the Contract as agreed to by a letter to the Village dated May 15, 2014, which is attached hereto and incorporated herein as Exhibit "B".

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, conditions and agreements herein contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties hereto agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this AGREEMENT as if fully set out in this Section 1.

Section 2. The Village and The Fields on Caton Farm, Inc. hereby extend the term of the Contract for the period from May 27, 2014, to April 30, 2015, with the cost not to exceed the unit prices set forth in the prior contract.

Section 3. Notwithstanding anything to the contrary, The Fields on Caton Farm, Inc. hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 27, 2014, to April 30, 2015, as otherwise described and set forth in the Contract.

Section 4. This AGREEMENT is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

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

VILLAGE OF WILLOWBROOK, an Illinois
municipal corporation,

By: _____
Mayor

ATTEST:

Village Clerk

The Fields on Caton Farm, Inc.

By: _____

Its: _____

ATTEST:

RESOLUTION NO. 13-R- 44

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT – TREE PLANTING SERVICES – THE FIELDS ON CATON FARM, INC.

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized to execute a certain contract with The Fields on Caton Farm, Inc. to complete the 2013 Tree Planting Services Contract in an amount not to exceed \$22,705 (95.00 per tree), as set forth in the contract attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 12th day of August, 2013



APPROVED:

Frank A. Trill
Mayor

ATTEST:

Leroy Hansen
Village Clerk

ROLL CALL VOTE:

AYES: Berglund, Kelly, Mistele, Oggerino

NAYS: 0

ABSTENTIONS: 0

ABSENT: BAKER, DAVI

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:	10:30 AM CST August 2, 2013 WILLOWBROOK VILLAGE HALL 7760 Quincy Street Willowbrook, Illinois 60527

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

 Tim Halik
 Village Administrator

BID NOTICE

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

Bid Item: **TREE 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 CATON 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 WARRANTIES

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

M. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

N. COMPETENCY OF BIDDER

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

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

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

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

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

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

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

P. SPECIAL HANDLING

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

Q. MATERIAL INSPECTION AND RESPONSIBILITY

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

R. TOXIC SUBSTANCES

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

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

S. PRICE REDUCTIONS

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

T. TERMINATION OF CONTRACT

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

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

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

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

U. EQUAL EMPLOYMENT OPPORTUNITY

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

SUBCONTRACTS

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

CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

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

V. INSURANCE SPECIFICATIONS

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

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

Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement (Exhibit A); (2) if requested, Owners and Contractors Protective Liability policy with the Village named as insured; (3) Insurance Services Office Business Auto Liability form number CA 0001,

Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

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

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

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

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

1. POLICY INFORMATION.

- A. Insurance Company 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



CERTIFICATE OF LIABILITY INSURANCE

OP ID: TC

DATE (MM/DD/YYYY)

07/26/13

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

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

PRODUCER Brown & Brown of Northern Illinois 220 North Larkin Joliet, IL 60435 Lawrence Jungles	815-729-4650	CONTACT NAME:	
	815-729-4727	PHONE (A/C, No. Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #: FIELD-1	
		INSURER(S) AFFORDING COVERAGE	
INSURED The Fields on Caton Farm, Inc. 2412 Hacker Drive Joliet, IL 60435	INSURER A : American Fire & Casualty		24066
	INSURER B : Ohio Security Ins Co		24082
	INSURER C : Ohio Casualty Ins Co		24074
	INSURER D : West American Insurance Co.		44393
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BKA54883025	10/26/12	10/26/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> X,C,U Coverage						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			BAS(13)55338137	10/26/12	10/26/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			USO54883025	10/26/12	10/26/13	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XWW54883025	10/26/12	10/26/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

RE: Tree Planting Services for Village Parks
It is agreed the Certificate Holder Primary Non-Contributory Additional Insured on General Liability with respect to operations performed by the Named Insured in connection with this project, subject to policy terms & conditions.

CERTIFICATE HOLDER**CANCELLATION**

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

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

AUTHORIZED REPRESENTATIVE

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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

Name of Person or Organization:

Any person or organization you are obligated by the terms of a written contract to name as Additional Insured.

(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.

(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

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

(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.

2. Exclusions

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

(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 MAINTENANCE SERVICE FOR VILLAGE PARKS AND ROADSIDE ROW, 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: Tracy Cavallo
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This 26th 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 CATON 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 CATON 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 CATON FARM, INC.

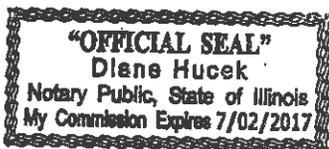
By: *Diane Hucek*
Secretary

By: *Ta. Th*
President

SUBSCRIBED AND SWORN BEFORE ME

This 31 day of July, 20 13.

MY COMMISSION EXPIRES: JULY 02, 2017



Diane Hucek
NOTARY PUBLIC

CONTRACT - Page Two of Two

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.

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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 31st, 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: 7/3/13

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

Subscribed and sworn before me this 31ST 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 PARLWAY 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 CALDWELL - 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: BRIAN NEUMANN - PRESIDENT
Title

Surety:
West Bend Mutual Insurance Company
By: [Signature] (SEAL)
Name Typed: TRACY CAVALLO Attorney-In-Fact
Title

Witness: [Signature]

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.



2019871

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
James J. Pauly
Secretary



Kevin A. Steiner
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
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
Dale J. Kent
Executive Vice President -
Chief Financial Officer

Exhibit "B"

The
FIELDS
on Caton Farm, Inc
2412 Hacker Drive
Crest Hill, Illinois 60403
USA



May 15, 2014

Garrett Hummel
Village of Willowbrook
7760 Qunicy Street
Willowbrook, IL 60527

Re: Tree Planting Service – One Year Contract Extension

Dear Mr. Hummel,

We received your invitation of a one year contract extension for the tree planting service for village parks, roadside right of ways, medians, parkways and specified facilities. We are formally accepting your invitation for the one year extension at the same contract unit price, terms and conditions as specified in the current contract period from September 1, 2013 through May 31, 2014. We understand the contract period for the one year extension is from May 31, 2014 through June 01, 2015. We will forward our updated certificate of liability insurance to you for your records and look forward to having the opportunity to serve the Village of Willowbrook.

If you have any questions please contact our office at 815-744-7841 or email to bneumann@fieldsnursery.com

Sincerely,

Brian Neumann
President
The Fields on Caton Farm, Inc.



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

April 25, 2014

Mayor

Frank A. Trilla

Boundas, Thomas
6024 Bentley Ave
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 352040.000
Delinquent Water Bill

Dear Sir or Madam,

Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$206.53. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 27, 2014, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Village Administrator

Tim Halik

Sincerely,

Timothy J. Halik
Director of Municipal Services

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

TJH:vs



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

April 25, 2014

Mayor

Frank A. Trilla

Johnson, Shirley.
320 61st St
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 350860.000
Delinquent Water Bill

Dear Sir or Madam,

Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$152.46. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 27, 2014, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Village Administrator

Tim Halik

Sincerely,

Timothy J. Halik
Director of Municipal Services

Chief of Police

Mark Shelton

TJH:vs



Proud Member of the
Illinois Route 66 Scenic Byway



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

April 25, 2014

Mayor

Frank A. Trilla

Liggon, Janis
38 Kyle Ct
Willowbrook II 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 350530.009
Delinquent Water Bill

Dear Sir or Madam,

Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$194.65. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 27, 2014, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, IL 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Village Administrator

Tim Halik

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:vs



Proud Member of the
Illinois Route 66 Scenic Byway



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

April 25, 2014

Mayor

Frank A. Trilla

Lynch, Madonna
62 Portwine Rd
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 351035.000
Delinquent Water Bill

Dear Sir or Madam,

Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$129.04. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 27, 2014, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Village Administrator

Tim Halik

Sincerely,

Timothy J. Halik
Director of Municipal Services

Chief of Police

Mark Shelton

TJH:vs



Proud Member of the
Illinois Route 66 Scenic Byway



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

April 25, 2014

Mayor

Frank A. Trilla

Parsons, Mary
C/O Law Office Allan C. Alongi
3 Golf Avenue
Clarendon Hills Il 60514

Village Clerk

Leroy R. Hansen

Re: Account No. 350410.000
Delinquent Water Bill

Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$101.17. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 27, 2014, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Village Administrator

Tim Halik

Sincerely,

Timothy J. Halik
Director of Municipal Services

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

TJH:vs



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

April 25, 2014

Mayor

Frank A. Trilla

Vayalil, Jacob
351 Willowood Ln
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 352585.004
Delinquent Water Bill

Dear Sir or Madam,

Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$285.56. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 27, 2014, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Village Administrator

Tim Halik

Sincerely,

Timothy J. Halik
Director of Municipal Services

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

TJH:vs



EST. 1960

Willowbrook

7760 Quincy Street
Willowbrook, IL 60527-5594

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

April 25, 2014

Mayor

Frank A. Trilla

Wegner, John F.
321 60th Ct
Willowbrook Il 60527

Village Clerk

Leroy R. Hansen

Re: Account No. 351420.004
Delinquent Water Bill

Dear Sir or Madam,

Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$210.70. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 27, 2014, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 630-920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Village Administrator

Tim Halik

Sincerely,

Timothy J. Halik
Director of Municipal Services

Chief of Police

Mark Shelton

TJH:vs



Proud Member of the
Illinois Route 66 Scenic Byway

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:
A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL WITH TERMS AND CONDITIONS FOR THE PURCHASE AND INSTALLATION OF EQUIPMENT ASSOCIATED WITH THE WATER BILLING SYSTEM METER TRANSMITTING UNIT (MTU) REPLACEMENT PROJECT – MIDWEST METER, INC.

AGENDA NO. 7
AGENDA DATE: 5/27/14

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas Bastain, Village Attorney

SIGNATURE: THOMAS BASTAIN TH.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE: YES on May 12, 2014 NO N/A

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)

The Village, thru funding from bond proceeds at the time, installed a state-of-the-art water meter reading system in 2001. This wireless system includes a device called a Meter Transmitting Unit (MTU) which is installed at each water account location and wirelessly transmits the water meter reading to one (1) of three (3) Data Collection Units (DCUs) in town. The DCUs, in turn, transmit the readings into the Village's water billing software.

When the system was installed, the battery life of an MTU was estimated to be approximately 15 years. Unfortunately, the Village began experiencing battery failures starting in late 2012. Because of the early failures, the manufacturer offered a rebate on replacements, which has helped to defray the unanticipated costs of replacements. In early 2013, the manufacturer was able to run a diagnostic test on all existing MTUs in the system to determine remaining battery life. At that time, this test concluded that about 30 units needed to be changed immediately, approximately 120 units needed to be changed prior to the end of 2013, and the remaining units should be changed out in 2014. Public works crews have been keeping up with the required replacement timetable, but there are approximately 1,714 units remaining to be replaced in the system by the end of this year, which is too many to be completed in-house with current staffing.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

As part of the FY 2014/15 budget review process, staff obtained preliminary budget pricing from two (2) vendors: Midwest Meter, Inc. and Calumet City Plumbing Co., Inc. Midwest Meter is an authorized distributor for Aclara system components and also our regular vendor which is intimately familiar with our current system. Calumet City is the vendor that completed the original field installation of the system in 2001, and performed exceptionally. In December of 2013, we received a budget estimate in the amount of \$284,185 to purchase the replacement devices and complete the work. As a result, \$285,000 was budgeted within the Water Capital Fund to complete the project. Since that time, and after further review, it has been recommended that system software upgrades and a replacement server also be included in this project:

Item	Cost
DCU Upgrade	\$12,575
NCC Software Upgrade	\$19,675
Replacement Water Server	\$7,443
1,714 Replacement MTUs (\$103/\$128 each)	\$189,767
Installation - \$60/each (* - separate proposal)	\$102,840
TOTAL:	\$332,300

The above costs are \$47,300 (or 16.6%) higher than what was budgeted. However, there are sufficient funds available in the Water Capital Fund to complete the project.

ACTION PROPOSED: Adopt Resolution.

RESOLUTION NO. 14-R-_____

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND
AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL WITH
TERMS AND CONDITIONS FOR THE PURCHASE AND INSTALLATION OF
EQUIPMENT ASSOCIATED WITH THE WATER BILLING SYSTEM METER
TRANSMITTING UNIT (MTU) REPLACEMENT PROJECT – MIDWEST METER, INC.

WHEREAS, the corporate authorities of the Village of Willowbrook (the “Village”) has determined that it is in the best interest of the Village to accept a proposal to provide for the purchase and installation of equipment associated with the water billing system meter transmitting unit (MTU) replacement project; and

WHEREAS, the Village desires to retain Midwest Meter, Inc. to provide such services to the Village which includes the purchase and installation of data collection unit (DCU) hardware upgrades, NCC server upgrades, and the purchase of approximately one thousand seven hundred fourteen (1,714) Aclara meter transmitting units (MTUs) to be installed in the field bay a separate party under a separate agreement with the Village; and

WHEREAS, the Village has determined that such work involves a high degree of technical skill, judgment, and familiarity with current Village software and hardware currently used within the water billing system; and

WHEREAS, the Village has previously retained the services of Midwest Meter, Inc. to provide service and equipment as part of the current Village water meter reading and billing system; and

WHEREAS, Midwest Meter, Inc. is an authorized equipment dealer for the Aclara system,

THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the competitive bidding process is hereby waived and that the Mayor and Village Clerk be and the same are hereby authorized to accept and execute that certain proposal, attached hereto as Exhibit "A" and made a part hereof, together with the Project Terms and Conditions Agreement also included herein, for the purchase and installation of equipment associated with the water billing system meter transmitting unit (MTU) replacement project.

ADOPTED and APPROVED this 27th day of May, 2014.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Village of Willowbrook
Terms and Conditions – Purchase and Installation of Equipment Associated with the Water Billing System
Meter Transmitting Unit (MTU) Replacement Project

The following terms and conditions shall be binding upon MIDWEST METER, INC. and the Village of Willowbrook upon the execution of an authorized agreement for services by the Village and this document shall take precedence over any other contractual terms and conditions.

Authorized Representative of
MIDWEST METER, INC.: (Owner) DATE: _____

Authorized Representative of
VILLAGE OF WILLOWBROOK: Timothy Halik, Village Administrator DATE: _____

1) Examination by Contractor
MIDWEST METER, INC. shall carefully examine the site or materials and become familiar with the conditions under which he/she will have to execute the required work.

2) Compliance with Applicable Laws, Ordinances, and Regulations
MIDWEST METER, INC. shall strictly comply with all applicable Federal, State, and Local laws, ordinances, rules, regulations and applicable standards for the duration of the Village’s working relationship with MIDWEST METER, INC.

3) Taxes, Licenses, Permits, and Certificates
MIDWEST METER, INC. shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the Village or MIDWEST METER, INC. in connection with MIDWEST METER, INC.'s facilities and the work included in this contract.

4) Independent Contractor
MIDWEST METER, INC. shall be deemed to be an independent contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State, and local laws.

5) Non-assignment
MIDWEST METER, INC. shall not assign or subcontract this Agreement or any work thereunder, to any other person, firm, or corporation, without the prior written consent of the Village.

6) Insurance Specifications
MIDWEST METER, INC. shall carry all insurance coverage required by law or which would normally be expected for the type of business, additionally, MIDWEST METER, INC. shall maintain coverages and limits no less than:

Table with 2 columns: TYPE OF INSURANCE and MINIMUM INSURANCE COVERAGE. Includes categories like COMMERCIAL GENERAL LIABILITY and COMBINED SINGLE LIMIT PER OCCURRENCE.

8. Independent contractors
9. Personal Injury
Business Automobile Liability
Any Auto

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

Worker's Compensation and Occupational Diseases

STATUTORY LIMITS

Employer's Liability per Occurrence

\$1,000,000

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; (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 (Ed. 10/90 or newer), Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance. Owners, partners, and officers of MIDWEST METER, INC. must be covered by Workers Compensation Coverage if they are participating in the project.

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 MIDWEST METER, INC. shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

MIDWEST METER, INC. shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements effecting coverage required prior to commencement of any work. 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 and shall be in a form acceptable to the Village. 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.

Any failure by MIDWEST METER, INC. to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers. The insurer shall waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by MIDWEST METER, INC. for the Village.

7) Accident Prevention and Notification

MIDWEST METER, INC. shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with its work on this project, including those that warn and guard the public against the hazards created by the work. Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by MIDWEST METER, INC. Precautions shall be exercised at all times for the protection of its employees and subcontractors, and will exercise care for the protection of property and persons at the project work site. The safety provisions of all applicable laws, regulations, and codes shall be observed, including the elimination of known and observed hazards, and applicable work safety training. If, in the opinion of the Village, a hazardous condition exists and MIDWEST METER, INC. 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 MIDWEST METER, INC.. Flagrant disregard for the safety of the public shall constitute just reason for the Village to order cessation of work.

In the event of accidents of any kind which involve the general public and/or private or public property in the Village or in any way related to this work, MIDWEST METER, INC. shall immediately notify the Village. Upon request of the Village, MIDWEST METER, INC. shall provide such accounting of details and/or copy of written accident and other reports as the Village may require. The Village bears no responsibility for damage done to existing utilities during installation. MIDWEST METER, INC. shall provide copies of any documents, related to the accident, to the Village at the same time that the reports and/or information are forwarded to any other interested parties. All repairs of damage 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.

8) Site Condition / Trespass on Land / Clean-Up

MIDWEST METER, INC. shall confine their operations and storage of materials and equipment to the job site, public right-of-way or easements, as approved by the Village. MIDWEST METER, INC. shall move the materials at their expense, if and when it becomes necessary. MIDWEST METER, INC. shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that MIDWEST METER, INC. 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.

MIDWEST METER, INC. 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 MIDWEST METER, INC. and final acceptance will not be made until the site is in a condition acceptable to the Village.

9) Prevailing Wages

MIDWEST METER, INC. shall be thoroughly familiar with and maintain compliance at all times with the provisions of 820 ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by anyone under contract for public works". A copy of the current prevailing wage rates for the Village are attached hereto.

10) Employees and Conduct

MIDWEST METER, INC. shall prohibit any drinking of alcoholic beverages or use of any controlled substances, except by a doctor's prescription, by any of its employees while in the course of performing their duties under this contract. In the event that any of MIDWEST METER, INC.'s employees is deemed by the Village to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon formal, written request of the Village, MIDWEST METER, INC. shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

11) Non-Performance; Default

If MIDWEST METER, INC. fails to observe the established scope of work that has been detailed in the Agreement, or modified in writing via addendum or change order, the Village shall serve notice to MIDWEST METER, INC. that the items in non-compliance must be rectified. Failure to do so may result in non-payment to MIDWEST METER, INC. until all items are brought into compliance.

12) Indemnity Hold Harmless Provision

To the fullest extent permitted by law, MIDWEST METER, INC. hereby agrees to defend, indemnify and hold harmless, individually and collectively, 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 any way 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 MIDWEST METER, INC., its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Village, its officials, agents, employees, and volunteers, and MIDWEST METER, INC. 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, MIDWEST METER, INC. shall, at its own expense, satisfy and discharge same.

MIDWEST METER, INC. expressly understands and agrees that any performance bond or insurance policies required by the contract, or otherwise provided by MIDWEST METER, INC., shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees, and volunteers, and to pay expenses and damages as herein provided. MIDWEST METER, INC. further agrees that to the extent that money is due MIDWEST METER, INC. 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

13) Termination for Default

The Contract will remain in force for the full period specified and until the Village determines that all requirements and conditions have been satisfactorily met and the Village has accepted the work, and thereafter until MIDWEST METER, INC.

has met all requirements and conditions relating to the work, including warranty or guarantee periods. However the Village will have the right to terminate this Contract sooner if MIDWEST METER, INC. has failed to perform satisfactorily the work required, as determined by the Village in its discretion.

In the event the Village decides to terminate this Contract for failure to perform satisfactorily, the Village will give MIDWEST METER, INC. at least thirty (30) calendar days written notice before the termination takes effect. Such thirty (30) day period shall commence upon the mailing of notice by the Village. If MIDWEST METER, INC. fails to cure the default within the thirty (30) days specified in the notice and the Contract is terminated for MIDWEST METER, INC.'s failure to provide satisfactory Contract performance, any portion of the costs not paid to MIDWEST METER, INC. shall be forfeited to the Village in order to cover the costs related to remedying MIDWEST METER, INC.'s failure to provide satisfactory Contract performance. At the option of the Village, MIDWEST METER, INC. may be given additional time to cure the defaults.

Except as otherwise directed by the Village, or in the case of termination for default (in which event MIDWEST METER, INC. may be entitled to cure, at the option of the Village) MIDWEST METER, INC. shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractors and subcontracts (if applicable) and settle all outstanding liabilities and claims.

14) Force Majeure

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

15) Notification to Other Party

MIDWEST METER, INC. shall contact the Village of Willowbrook Public Works Foreman at least seventy-two (72) hours before beginning work. All official notifications between the parties shall be in writing and delivered to the other party at their respective mailing addresses via certified mail; hand delivered; or via acknowledged facsimile.

16) Project Scope and Amendments

MIDWEST METER, INC. shall be responsible for completing the project in accordance with all requirements and specifications. MIDWEST METER, INC. shall have available on the job site at all times during installation, a complete set of specifications with all revisions thereto. MIDWEST METER, INC. shall employ only workmen skilled in their trade and shall furnish full-time supervision of all work. An English-speaking supervisor shall be at the site whenever installation is in progress. The supervisor shall have authority to receive and carry out instructions from the Village. The lack of a competent supervisor on the site during installation shall be just cause for the Village to order the work to **cease**.

Any additions or changes to the scope of work for the project, or actions/activities of MIDWEST METER, INC. which would incur project costs that were of an optional nature, will require written pre-approval by an authorized individual of the Village. The Village reserves the right to order additional work/materials at the cost originally proposed by MIDWEST METER, INC.

17) Severability

Any provision of these terms and conditions that is prohibited or unenforceable under the laws of the State of Illinois shall be ineffective to the extent of such prohibition or unenforceability, without impairing or invalidating the remaining provisions of these terms and conditions. All agreements shall be deemed made in, and shall be governed by the laws of the State of Illinois, County of DuPage.

18) Standard of Care

In performing the services described in this Agreement, Contractor will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services.

19) Guarantee

All work and materials furnished under this contract shall be guaranteed by MIDWEST METER, INC. 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, MIDWEST METER, INC. 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.

20) Final Acceptance and Payment

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. All guarantees and warranties required shall be furnished and delivered by MIDWEST METER, INC. to the Village, along with all lien waivers related to the project, before the final payment voucher is issued. Final payment will be made when the work is accepted by the Village.

21) Competency of Contractor

No purchase order shall be authorized for, nor contract to any person, firm, or corporation that is in arrears or is default to the Village upon any debt contract, or other obligation or who has failed to perform faithfully any previous contract with the Village.

22) Equal Employment Opportunity

In the event of MIDWEST METER, INC.'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"), MIDWEST METER, INC. 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, MIDWEST METER, INC. agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, , sexual orientation, marital status, national origin, or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, 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 underutilization.
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) 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, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, 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 MIDWEST METER, INC.'s obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with MIDWEST METER, INC. in its efforts to comply with such Act and Rules, MIDWEST METER, INC. 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 by the Department's Rules, 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.
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.
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, MIDWEST METER, INC. 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, MIDWEST METER, INC. 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.

23) Performance Bond

When required by the Village or State Statute, MIDWEST METER, INC. shall be required to furnish a performance bond in the full amount of the contract, in a form acceptable to the Village.

24) MIDWEST METER, INC. Scope of Work

The attached proposal from MIDWEST METER, INC. dated April 15, 2014 shall be included as a part of this Agreement. All workmanship shall conform to industry standards and be performed in accordance with OSHA and other regulatory requirements.

In the event of any conflict(s) between the two documents (Willowbrook Terms and Conditions and MIDWEST METER, INC.'s Proposals) the Willowbrook Terms and Conditions document shall control, unless Willowbrook in its sole discretion decides otherwise.

25) Compensation

The compensation for the work shall be based on the proposal for the identified scope of work. MIDWEST METER, INC. shall invoice the Village following completion of the services.

26) Acknowledgement of Risk Injury and Waiver of Claims for Risk Injury

MIDWEST METER, INC. recognizes and acknowledges that there are certain risks of physical injury and MIDWEST METER, INC. agrees to assume the full risk of any injuries, including death, damages or loss which may be sustained as a result of the activities of MIDWEST METER, INC. personnel while going upon Village property identified in the Scope of Work. MIDWEST METER, INC. agrees to waive and relinquish all claims MIDWEST METER, INC. may have against the Village, its officers, agents, servants and employees as a result of the activities of MIDWEST METER, INC. personnel while going upon Village property identified in the Scope of Work. MIDWEST METER, INC. does hereby fully release and discharge the Village, its officers, agents, servants and employees from any and all claims for injuries, including death, damage or loss which MIDWEST METER, INC. may have or which may accrue on account of the activities of MIDWEST METER, INC. personnel while going upon Village property identified in the Scope of Work.

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

VILLAGE OF WILLOWBROOK, an Illinois
municipal corporation,

By: _____
Village Administrator

ATTEST:

Deputy Village Clerk

MIDWEST METER, INC.

By: _____

Its: Owner _____

ATTEST:

Midwest Meter, Inc
P.O. Box 318
Edinburg, IL 62531
Phone: 1-800-634-4746
Fax: (217) 623-4216



RECEIVED

APR 15 2014

VILLAGE OF
WILLOWBROOK

Quotation

Customer

Name Village of Willowbrook
Address 7760 Quincy Street
City Willowbrook State Illinois ZIP 60527
Phone (630) 323-8215

Misc.

Date 4/15/2014
Terms Net 30
Delivery Various

Qty		Unit Price	TOTAL
ACLARA STAR System			
1	DCU Upgrade (3 DCU II Collectors) * DCU Hardware Upgrade FCC Application Fee (2nd Frequency)	\$12,575.00	\$ 12,575.00
1	NCC Upgrade NCC Database Migration NCC Installation NCC Training, v7.4 (onsite)	\$19,675.00	\$ 19,675.00
1	NCC Software (n/c with maintenance agreement)	\$0.00	\$ -
1	NCC Server (optional)	\$10,000.00	
* Installation requires a "bucket truck", not included in this quotation			
3000 Series MTUs			
	STAR MTU, Single Port, Wall Mount, 12" Cable (3321-012-RB)	\$103.00	\$ -
	STAR MTU, Dual Port, Wall Mount, 12" Cable (3322-012-RB)	\$128.00	\$ -
3000 Series Extended Range MTUs			
	STAR MTU, Single Port, Wall Mount, 12" Cable (3321-012-RBW)	\$113.00	\$ -
	STAR MTU, Dual Port, Wall Mount, 12" Cable (3322-012-RBW)	\$133.00	\$ -
		Total	\$ 32,250.00

Sales Rep

Name Tim O'Connor
(630) 397-8559
toconnor@midwest-meter.com

*Prices are valid for 6 months from date of quotation.
Due to product improvements and other modifications, product specifications are subject to change without notice
unless specifically stated in this quotation.*

Thank you for your business!

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:
A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL WITH TERMS AND CONDITIONS FOR THE REMOVAL AND REPLACEMENT OF WATER METER READING TRANSMITTING EQUIPMENT – CALUMET CITY PLUMBING COMPANY, INC.

AGENDA NO. 8
AGENDA DATE: 5/27/14

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas Bastain, Village Attorney

SIGNATURE: THOMAS BASTIAN III

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE: YES on May 12, 2014 NO N/A

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)

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When the system was installed, the battery life of an MTU was estimated to be approximately 15 years. Unfortunately, the Village began experiencing battery failures starting in late 2012. Because of the early failures, the manufacturer offered a rebate on replacements, which has helped to defray the unanticipated costs of replacements. In early 2013, the manufacturer was able to run a diagnostic test on all existing MTUs in the system to determine remaining battery life. At that time, this test concluded that about 30 units needed to be changed immediately, approximately 120 units needed to be changed prior to the end of 2013, and the remaining units should be changed out in 2014. Public works crews have been keeping up with the required replacement timetable, but there are approximately 1,714 units remaining to be replaced in the system by the end of this year, which is too many to be completed in-house with current staffing.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

As part of the FY 2014/15 budget review process, staff obtained preliminary budget pricing from two (2) vendors: Midwest Meter, Inc. and Calumet City Plumbing Co., Inc. Midwest Meter is an authorized distributor for Aclara system components and also our regular vendor which is intimately familiar with our current system. Calumet City is the vendor that completed the original field installation of the system in 2001, and performed exceptionally. In December of 2013, we received a budget estimate in the amount of \$284,185 to purchase the replacement devices and complete the work. As a result, \$285,000 was budgeted within the Water Capital Fund to complete the project. Since that time, and after further review, it has been recommended that system software upgrades and a replacement server also be included in this project. As a result, the total project cost is now \$332,300, which is \$47,300 (or 16.6%) higher than what was budgeted. However, there are sufficient funds available in the Water Capital Fund to complete the project.

Of this total cost, the labor to remove and replace the approximate 1,714 MTUs within the system will be performed at a cost of \$60 each:

Item	Cost
MTU Installation - \$60/each (* - separate proposal)	\$102,840

This scope of work includes contacting residents, scheduling appointments, the physical removal and replacement of the MTU, programming the unit once in place, and downloading data to the Village server.

ACTION PROPOSED: Adopt Resolution.

RESOLUTION NO. 14-R-_____

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND
AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL WITH
TERMS AND CONDITIONS FOR THE REMOVAL AND REPLACEMENT OF WATER
METER READING TRANSMITTING EQUIPMENT – CALUMET CITY PLUMBING
COMPANY, INC.

WHEREAS, the corporate authorities of the Village of Willowbrook (the “Village”) has determined that it is in the best interest of the Village to accept a proposal to provide for the removal and replacement of approximately one thousand seven hundred fourteen (1,714) existing Aclara Meter Transmitting Units (MTUs) located at water account locations throughout the Village’s water system; and

WHEREAS, the Village desires to retain Calumet City Plumbing Company, Inc. to provide such services to the Village which includes the removal and replacement of MTUs (provided by the Village), programming as required, weekly downloading of data at the Village Hall offices, mailing of notices to residents, scheduling of appointments, and providing necessary installation forms; and

WHEREAS, the Village has determined that such work involves a high degree of technical skill and judgment; and

WHEREAS, the Village has previously retained the services of Calumet City Plumbing Company, Inc. to provide previous equipment installations, and in fact, Calumet City Plumbing Company, Inc., did originally install the units to be replaced under this current proposal,

THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the competitive bidding process is hereby waived and that the Mayor and Village Clerk be and the same are hereby authorized to accept and execute that certain proposal, attached hereto as Exhibit "A" and made a part hereof, together with the Project Terms and Conditions Agreement also included herein, for the removal and replacement of approximately one thousand seven hundred fourteen (1,714) existing Aclara Meter Transmitting Units (MTUs) located at water account locations throughout the Village's water system.

ADOPTED and APPROVED this 27th day of May, 2014.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Village of Willowbrook

Terms and Conditions – Removal and Replacement of Water Meter Reading Transmitting Equipment

The following terms and conditions shall be binding upon CALUMET CITY PLUMBING COMPANY, INC. and the Village of Willowbrook upon the execution of an authorized agreement for services by the Village and this document shall take precedence over any other contractual terms and conditions. CALUMET CITY PLUMBING COMPANY, INC. will furnish all of the labor, materials, disposal, and all other services necessary for implementation of the services to be provided, unless noted otherwise.

Authorized Representative of
CALUMET CITY PLUMBING COMPANY, INC.: (Owner)

DATE: _____

Authorized Representative of
VILLAGE OF WILLOWBROOK: Timothy Halik, Village Administrator

DATE: _____

1) Examination by Contractor

CALUMET CITY PLUMBING COMPANY, INC. shall carefully examine the site or materials and become familiar with the conditions under which he/she will have to execute the required work. Failure to do so will in no way relieve CALUMET CITY PLUMBING COMPANY, INC. of their responsibility or increase the charges incurred by the Village.

2) Compliance with Applicable Laws, Ordinances, and Regulations

CALUMET CITY PLUMBING COMPANY, INC. shall strictly comply with all applicable Federal, State, and Local laws, ordinances, rules, regulations and applicable standards for the duration of the Village's working relationship with CALUMET CITY PLUMBING COMPANY, INC.

3) Taxes, Licenses, Permits, and Certificates

CALUMET CITY PLUMBING COMPANY, INC. shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the Village or CALUMET CITY PLUMBING COMPANY, INC. in connection with CALUMET CITY PLUMBING COMPANY, INC.'s facilities and the work included in this contract. By law, the Village is exempt from paying Federal Excise Tax, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax, and Service Use Tax.

4) Independent Contractor

CALUMET CITY PLUMBING COMPANY, INC. shall be deemed to be an independent contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State, and local laws.

5) Non-assignment

CALUMET CITY PLUMBING COMPANY, INC. shall not assign or subcontract this Agreement or any work thereunder, to any other person, firm, or corporation, without the prior written consent of the Village. Such assignment shall not relieve CALUMET CITY PLUMBING COMPANY, INC. from its obligations or change the terms of this contract. Any and all subcontractors shall be bound to the same terms as CALUMET CITY PLUMBING COMPANY, INC. and must supply the same documentation, including insurance requirements.

6) Insurance Specifications

CALUMET CITY PLUMBING COMPANY, INC. shall carry all insurance coverage required by law or which would normally be expected for the type of business, additionally, CALUMET CITY PLUMBING COMPANY, INC. shall maintain coverages and 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

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

5. Products/Completed Operations Hazard	GENERAL AGGREGATE	\$2,000,000
6. Contractual Insurance		
7. Broad Form Property Damage - installation projects only.		
8. Independent contractors		
9. Personal Injury		
Business Automobile Liability	COMBINED SINGLE LIMIT PER OCCURRENCE	
Any Auto	FOR BODILY INJURY AND PROPERTY DAMAGE	
	\$1,000,000	

Worker's Compensation and Occupational Diseases	STATUTORY LIMITS
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Employer's Liability per Occurrence	\$1,000,000
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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; (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 (Ed. 10/90 or newer), Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance. Owners, partners, and officers of CALUMET CITY PLUMBING COMPANY, INC. must be covered by Workers Compensation Coverage if they are participating in the project.

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 CALUMET CITY PLUMBING COMPANY, INC. shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

CALUMET CITY PLUMBING COMPANY, INC. shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements effecting coverage required prior to commencement of any work. 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 and shall be in a form acceptable to the Village. 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.

Any failure by CALUMET CITY PLUMBING COMPANY, INC. to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers. The insurer shall waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by CALUMET CITY PLUMBING COMPANY, INC. for the Village.

7) Accident Prevention and Notification

CALUMET CITY PLUMBING COMPANY, INC. shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with its work on this project, including those that warn and guard the public against the hazards created by the work. Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by CALUMET CITY PLUMBING COMPANY, INC. Precautions shall be exercised at all times for the protection of its employees and subcontractors, and will exercise care for the protection of property and persons at the project work site. The safety provisions of all applicable laws, regulations, and codes shall be observed, including the elimination of known and observed hazards, and applicable work safety training. If, in the opinion of the Village, a hazardous condition exists and CALUMET CITY PLUMBING COMPANY, INC. 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 CALUMET CITY PLUMBING COMPANY, INC.. Flagrant disregard for the safety of the public shall constitute just reason for the Village to order cessation of work.

In the event of accidents of any kind which involve the general public and/or private or public property in the Village or in any way related to this work, CALUMET CITY PLUMBING COMPANY, INC. shall immediately notify the Village. Upon request of the Village, CALUMET CITY PLUMBING COMPANY, INC. shall provide such accounting of details and/or copy of written accident and other reports as the Village may require. The Village bears no responsibility for

damage done to existing utilities during installation. CALUMET CITY PLUMBING COMPANY, INC. shall provide copies of any documents, related to the accident, to the Village at the same time that the reports and/or information are forwarded to any other interested parties. All repairs of damage 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.

8) Site Condition / Trespass on Land / Clean-Up

CALUMET CITY PLUMBING COMPANY, INC. shall confine their operations and storage of materials and equipment to the job site, public right-of-way or easements, as approved by the Village. CALUMET CITY PLUMBING COMPANY, INC. shall move the materials at their expense, if and when it becomes necessary. CALUMET CITY PLUMBING COMPANY, INC. shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that CALUMET CITY PLUMBING COMPANY, INC. 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.

CALUMET CITY PLUMBING COMPANY, INC. 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 CALUMET CITY PLUMBING COMPANY, INC. and final acceptance will not be made until the site is in a condition acceptable to the Village.

9) Prevailing Wages

CALUMET CITY PLUMBING COMPANY, INC. shall be thoroughly familiar with and maintain compliance at all times with the provisions of 820 ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by anyone under contract for public works". A copy of the current prevailing wage rates for the Village are attached hereto.

10) Employees and Conduct

CALUMET CITY PLUMBING COMPANY, INC. shall prohibit any drinking of alcoholic beverages or use of any controlled substances, except by a doctor's prescription, by any of its employees while in the course of performing their duties under this contract. In the event that any of CALUMET CITY PLUMBING COMPANY, INC.'s employees is deemed by the Village to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon formal, written request of the Village, CALUMET CITY PLUMBING COMPANY, INC. shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

11) Non-Performance; Default

If CALUMET CITY PLUMBING COMPANY, INC. fails to observe the established scope of work that has been detailed in the Agreement, or modified in writing via addendum or change order, the Village shall serve notice to CALUMET CITY PLUMBING COMPANY, INC. that the items in non-compliance must be rectified. Failure to do so may result in non-payment to CALUMET CITY PLUMBING COMPANY, INC. until all items are brought into compliance.

12) Indemnity Hold Harmless Provision

To the fullest extent permitted by law, CALUMET CITY PLUMBING COMPANY, INC. hereby agrees to defend, indemnify and hold harmless, individually and collectively, 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 any way 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 CALUMET CITY PLUMBING COMPANY, INC., its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Village, its officials, agents, employees, and volunteers, and CALUMET CITY PLUMBING COMPANY, INC. 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, CALUMET CITY PLUMBING COMPANY, INC. shall, at its own expense, satisfy and discharge same.

CALUMET CITY PLUMBING COMPANY, INC. expressly understands and agrees that any performance bond or insurance policies required by the contract, or otherwise provided by CALUMET CITY PLUMBING COMPANY, INC., shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents,

employees, and volunteers, and to pay expenses and damages as herein provided. CALUMET CITY PLUMBING COMPANY, INC. further agrees that to the extent that money is due CALUMET CITY PLUMBING COMPANY, INC. 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

13) Termination for Default

The Contract will remain in force for the full period specified and until the Village determines that all requirements and conditions have been satisfactorily met and the Village has accepted the work, and thereafter until CALUMET CITY PLUMBING COMPANY, INC. has met all requirements and conditions relating to the work, including warranty or guarantee periods. However the Village will have the right to terminate this Contract sooner if CALUMET CITY PLUMBING COMPANY, INC. has failed to perform satisfactorily the work required, as determined by the Village in its discretion.

In the event the Village decides to terminate this Contract for failure to perform satisfactorily, the Village will give CALUMET CITY PLUMBING COMPANY, INC. at least thirty (30) calendar days written notice before the termination takes effect. Such thirty (30) day period shall commence upon the mailing of notice by the Village. If CALUMET CITY PLUMBING COMPANY, INC. fails to cure the default within the thirty (30) days specified in the notice and the Contract is terminated for CALUMET CITY PLUMBING COMPANY, INC.'s failure to provide satisfactory Contract performance, any portion of the costs not paid to CALUMET CITY PLUMBING COMPANY, INC. shall be forfeited to the Village in order to cover the costs related to remedying CALUMET CITY PLUMBING COMPANY, INC.'s failure to provide satisfactory Contract performance. At the option of the Village, CALUMET CITY PLUMBING COMPANY, INC. may be given additional time to cure the defaults.

Except as otherwise directed by the Village, or in the case of termination for default (in which event CALUMET CITY PLUMBING COMPANY, INC. may be entitled to cure, at the option of the Village) CALUMET CITY PLUMBING COMPANY, INC. shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractors and subcontracts (if applicable) and settle all outstanding liabilities and claims.

14) Force Majeure

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

15) Notification to Other Party

CALUMET CITY PLUMBING COMPANY, INC. shall contact the Village of Willowbrook Public Works Foreman at least seventy-two (72) hours before beginning work. All official notifications between the parties shall be in writing and delivered to the other party at their respective mailing addresses via certified mail; hand delivered; or via acknowledged facsimile.

16) Project Scope and Amendments

CALUMET CITY PLUMBING COMPANY, INC. shall be responsible for completing the project in accordance with all requirements and specifications. CALUMET CITY PLUMBING COMPANY, INC. shall have available on the job site at all times during installation, a complete set of specifications with all revisions thereto. CALUMET CITY PLUMBING COMPANY, INC. shall employ only workmen skilled in their trade and shall furnish full-time supervision of all work. An English-speaking supervisor shall be at the site whenever installation is in progress. The supervisor shall have authority to receive and carry out instructions from the Village. The lack of a competent supervisor on the site during installation shall be just cause for the Village to order the work to cease.

Any additions or changes to the scope of work for the project, or actions/activities of CALUMET CITY PLUMBING COMPANY, INC. which would incur project costs that were of an optional nature, will require written pre-approval by an

authorized individual of the Village. The Village reserves the right to order additional work/materials at the cost originally proposed by CALUMET CITY PLUMBING COMPANY, INC.

17) Severability

Any provision of these terms and conditions that is prohibited or unenforceable under the laws of the State of Illinois shall be ineffective to the extent of such prohibition or unenforceability, without impairing or invalidating the remaining provisions of these terms and conditions. All agreements shall be deemed made in, and shall be governed by the laws of the State of Illinois, County of DuPage.

18) Standard of Care

In performing the services described in this Agreement, Contractor will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services.

19) Guarantee

All work and materials furnished under this contract shall be guaranteed by CALUMET CITY PLUMBING COMPANY, INC. 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, CALUMET CITY PLUMBING COMPANY, INC. 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.

20) Final Acceptance and Payment

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. All guarantees and warranties required shall be furnished and delivered by CALUMET CITY PLUMBING COMPANY, INC. to the Village, along with all lien waivers related to the project, before the final payment voucher is issued. Final payment will be made when the work is accepted by the Village.

21) Competency of Contractor

No purchase order shall be authorized for, nor contract to any person, firm, or corporation that is in arrears or is default to the Village upon any debt contract, or other obligation or who has failed to perform faithfully any previous contract with the Village.

22) Equal Employment Opportunity

In the event of CALUMET CITY PLUMBING COMPANY, INC.'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"), CALUMET CITY PLUMBING COMPANY, INC. 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, CALUMET CITY PLUMBING COMPANY, INC. agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, , sexual orientation, marital status, national origin, or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, 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 underutilization.
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) 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, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, 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

- CALUMET CITY PLUMBING COMPANY, INC.'s obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with CALUMET CITY PLUMBING COMPANY, INC. in its efforts to comply with such Act and Rules, CALUMET CITY PLUMBING COMPANY, INC. 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, 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.
 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.
 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, CALUMET CITY PLUMBING COMPANY, INC. 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, CALUMET CITY PLUMBING COMPANY, INC. 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.

23) Performance Bond

When required by the Village or State Statute, CALUMET CITY PLUMBING COMPANY, INC. shall be required to furnish a performance bond in the full amount of the contract, in a form acceptable to the Village.

24) CALUMET CITY PLUMBING COMPANY, INC. Scope of Work

The attached proposal from CALUMET CITY PLUMBING COMPANY, INC. dated April 15, 2014 shall be included as a part of this Agreement. All workmanship shall conform to industry standards and be performed in accordance with OSHA and other regulatory requirements.

In the event of any conflict(s) between the two documents (Willowbrook Terms and Conditions and CALUMET CITY PLUMBING COMPANY, INC.'s Proposals) the Willowbrook Terms and Conditions document shall control, unless Willowbrook in its sole discretion decides otherwise.

25) Compensation

The compensation for the work shall be based on the cost per unit of \$60.00 each within the proposals for the identified scope of work. CALUMET CITY PLUMBING COMPANY, INC. shall invoice the Village following completion of the services.

26) Acknowledgement of Risk Injury and Waiver of Claims for Risk Injury

CALUMET CITY PLUMBING COMPANY, INC. recognizes and acknowledges that there are certain risks of physical injury and CALUMET CITY PLUMBING COMPANY, INC. agrees to assume the full risk of any injuries, including death, damages or loss which may be sustained as a result of the activities of CALUMET CITY PLUMBING COMPANY, INC. personnel while going upon Village property identified in the Scope of Work. CALUMET CITY PLUMBING COMPANY, INC. agrees to waive and relinquish all claims CALUMET CITY PLUMBING COMPANY, INC. may have against the Village, its officers, agents, servants and employees as a result of the activities of CALUMET CITY PLUMBING COMPANY, INC. personnel while going upon Village property identified in the Scope of Work. CALUMET CITY PLUMBING COMPANY, INC. does hereby fully release and discharge the Village, its officers,

agents, servants and employees from any and all claims for injuries, including death, damage or loss which CALUMET CITY PLUMBING COMPANY, INC. may have or which may accrue on account of the activities of CALUMET CITY PLUMBING COMPANY, INC. personnel while going upon Village property identified in the Scope of Work.

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

VILLAGE OF WILLOWBROOK, an Illinois
municipal corporation,

By: _____
Village Administrator

ATTEST:

Deputy Village Clerk

CALUMET CITY PLUMBING COMPANY, INC.

By: _____

Its: Owner _____

ATTEST:

Calumet City Plumbing Co., Inc.

645 State Street / P.O. Box 150

Calumet City, Illinois 60409

PH: (708) 868-0074

FX: (708) 868-0102



TO:
Willowbrook, Village of
7760 Quincy St.
Willowbrook, IL 60225

PHONE 630-323-8215	DATE April 15, 2014
JOB NAME / LOCATION MTU Replacement Project Various Locations Willowbrook, IL	
Proposal 116608	

We hereby submit specifications and estimates for:

We propose to provide labor and equipment for the following:

- Remove & replace existing transmitters with owner provided Aclara transmitters, program as required, weekly downloading of data at the Village of Willowbrook, mailing of notices to residents, scheduling of appointments, & provide necessary installation forms.
Cost Per Unit: \$60.00 Each
- Additional cost to remove & replace water meter if done at the same time as above: \$32.00 Each

Pricing to be adjusted as follows:
3% Annual Price increase per meter effective 1/1/15

- Price does not include the following items:
- Any permits, fees, or additional insurance.
- Any wire connectors, lead seals, tail pieces, gaskets, or wire.
- Any programming equipment (leased or purchased).
- Any Performance Bonds.

Appointments to be scheduled with 1 Installer Tuesday through Saturday, 8A-5P, Tuesdays & Thursdays from 8A-7P, 2 Installers on Saturdays, 8A-3P
NOTE: Calumet City Plumbing Co., Inc. to comply with all requirements of the Illinois Prevailing Wage Act, including but not limited to, all wage, notice and record keeping duties. Not less than the prevailing rate of wages as found by the public body or Department of Labor or determined by the court on review shall be paid to all laborers, workers, and mechanics performing work on the projects.

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

(\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date .

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p style="text-align: center;">ITEM TITLE:</p> <p>A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE COMPLETION OF THE VILLAGE HALL WATER TANK REHABILITATION PROJECT, DESIGN AND BIDDING RELATED WORK – STRAND ASSOCIATES, INC.</p>	<p>AGENDA NO. 9</p> <p>AGENDA DATE: <u>5/27/14</u></p>
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STAFF REVIEW: Tim Halik, Village Administrator	SIGNATURE: <u>Tim Halik</u>
LEGAL REVIEW: Thomas Bastain, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN JR.</u>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <u>Tim Halik</u>
REVIEWED & APPROVED BY COMMITTEE: YES <input checked="" type="checkbox"/> on <u>May 12, 2014</u> NO <input type="checkbox"/> N/A <input type="checkbox"/>	

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)

On June 10, 2013, the Village Board adopted Resolution No. 13-R-30 accepting a proposal from Stand Associates to perform an engineering analysis of the protective coatings on all three (3) of the Village's above grade water tower structures. These three water tanks were last sandblasted and re-coated in 1999, 2001 and 2002 and are experiencing varying degrees of wear. The final reports recommended that the tanks be re-coated within the next five (5) years. This project was discussed at both the Committee Budget Review meeting and the Board Budget Workshop. The Board agreed to the following schedule to complete the program, pending funding considerations.

STRUCTURE	ITEM/SCHEDULE/COST	TOTAL COST PER TANK
Village Hall Tank (500,000 gallon spheroid)	Engineering Design – FY 2014/15: \$19,000	\$468,000
	Rehabilitation – FY 2015/16: \$430,000	
	Engineering Construction – FY 2015/16: \$19,000	
Standpipe (3,000,000 gallon)	Exterior:	\$946,000
	Engineering Design – FY 2015/16: \$19,000	
	Rehabilitation – FY 2016/17: \$572,000	
	Engineering Construction – FY 2016/17: \$14,000	
	Interior:	
	Rehabilitation – FY 2017/18: \$328,000	
67 th Street Tank (500,000 gallon spheroid)	Engineering Design – FY 2017/18: \$19,000	\$478,000
	Rehabilitation – FY 2018/19: \$440,000	
	Engineering Construction – FY 2018/19: \$19,000	

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

The FY 2014/15 budget includes \$20,000 to complete the first year work of the 5-year plan to re-coat all three (3) of the Village's above grade water storage tanks. Year 1 of the plan includes the development of design specifications and bidding related services pertaining to the re-coating of the Village Hall tank. Once the bid packet is completed, this project would be put out to public bid with the rehabilitation work scheduled to occur within FY 2015/16.

Staff requested a proposal from Strand Associates to complete the scope of work of year 1 of the program. The proposal includes a not-to-exceed cost of \$19,000.

ACTION PROPOSED: Adopt Resolution.

RESOLUTION NO. 14-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE COMPLETION OF THE VILLAGE HALL WATER TANK REHABILITATION PROJECT, DESIGN AND BIDDING RELATED WORK – STRAND ASSOCIATES, INC.

WHEREAS, the corporate authorities of the Village of Willowbrook (the "Village") has determined that it is in the best interest of the Village to enter into a professional services agreement for professional engineering services related to the completion of the Village Hall water tank rehabilitation project; and

WHEREAS, the Village desires to retain Strand Associates, Inc. to provide professional services to the Village including design and bidding-related services in connection with the Village Hall water tank rehabilitation project; and

WHEREAS, the Village has determined that such services involve a high degree of professional skill and judgment; and

WHEREAS, the Village has previously retained the services of Strand Associates, Inc. to provide other professional and engineering services to the Village, and the Village has a satisfactory relationship with Strand Associates, Inc.

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that a certain agreement by and between the Village of Willowbrook and Strand Associates, Inc., be and is hereby approved and that the Mayor and Village Clerk be and the same are hereby authorized to execute and attest, all on behalf of the Village of Willowbrook, that certain proposal, attached hereto as Exhibit "A" and made a

part hereof, for professional design services related to the completion of the Village Hall water tank rehabilitation project.

ADOPTED and APPROVED this 27th day of May, 2014.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Exhibit "A"



Strand Associates, Inc.
1170 South Hobart Road
Joliet, IL 60431
(P) 815-741-4200
(F) 815-741-4215

April 14, 2014



Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

Attention: Mr. Timothy J. Halik, Village Administrator

Re: Agreement for Design and Bidding-Related Services
Executive Tower Rehabilitation

This is an Agreement between the Village of Willowbrook, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide Design and Bidding-Related Services (Services) for the Executive Tower Rehabilitation project. This Agreement shall be in accordance with the following elements.

Project Background

OWNER's existing Executive Water Storage Tower requires rehabilitation and recoating. OWNER requested assistance in developing and bidding this work. The proposed services may be generally described as developing bidding documents, technical specifications, and drawings for repairs to and repainting of OWNER's Executive Water Storage Tower. Bidding-related services will also be provided.

Scope of Services

ENGINEER will provide the following Services to OWNER.

1. Attend initial project meeting and review scope and services, anticipated project schedules, and project specifics.
2. Review available construction documents provided by the Village, and the previous inspection report.
3. Prepare bidding documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2007 edition, technical specifications, and engineering drawings.
4. Submit bidding documents to OWNER for review and input.
5. Prepare an opinion of probable construction cost and submit to OWNER with draft bidding documents.

Village of Willowbrook
Page 2
April 14, 2014

6. Review the draft bidding documents with OWNER, incorporate review comments as necessary, and submit two copies of the final bidding documents to OWNER.
7. Distribute bidding documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
8. Prepare addenda and answer questions during bidding.
9. Attend one prebid meeting.
10. Assist OWNER in the award of the Construction Contract.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.
2. Additional Services with respect to cellular antennae on OWNER's water storage facilities for the project will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
4. Construction-Related Services: Construction-related services for the project will require a separate agreement with OWNER.
5. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
6. Geotechnical Engineering: It is anticipated that geotechnical engineering information will be provided through OWNER and OWNER's geotechnical consultant. If soil borings are required, ENGINEER will assist OWNER in direct procurement of drilling services.
7. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for

Village of Willowbrook
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 April 14, 2014

- securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
8. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
 9. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
 10. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract (GC 6.05B and GC 6.05E) call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included in the scope of this Agreement. Services of this type by ENGINEER will be provided through an amendment to this Agreement.
 11. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
 12. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
 13. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Services on an hourly rate basis plus expenses a not-to-exceed fee of \$19,000.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

Village of Willowbrook
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April 14, 2014

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that assumes the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated on May 26, 2014. Services are scheduled for completion on November 28, 2014.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide legal services as may be required for OWNER during the development of this project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations, if required.

Village of Willowbrook
Page 5
April 14, 2014

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Illinois Environmental Protection Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at

Village of Willowbrook
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April 14, 2014

ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

Village of Willowbrook
Page 7
April 14, 2014

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. The OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

VILLAGE OF WILLOWBROOK

Matthew S. Richards
Corporate Secretary

Date

Date

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

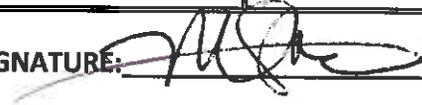
ITEM TITLE:

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO PLACE AN ORDER FOR A 2014 FORD EXPLORER 4WD POLICE VEHICLE THROUGH THE SUBURBAN PURCHASING COOPERATIVE

AGENDA NO. 10

AGENDA DATE: 05/27/2014

STAFF REVIEW: Mark Shelton, Chief of Police

SIGNATURE: 

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Timothy Halik, Village Administrator

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES X NO N/A

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)

The department has budgeted, under line item 01-30-680-625, for a new police vehicle. This new vehicle will replace the current vehicle, Squad #50, which is driven by the Chief of Police.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

The department has located a 2014 Ford Explorer 4WD at Bredemann Ford, 2038 Waukegan Road, Glenview, Illinois. Bredemann Ford is a Suburban Purchasing Contract Contract #124A. The total cost for this vehicle will be \$29,465.00.

This vehicle will be used by the Chief of Police. It will be equipped with emergency lighting and a siren.

ACTION PROPOSED:

APPROVE PURCHASE OF A POLICE VEHICLE WITH BREDEMANN FORD.

RESOLUTION NO. 14-R-_____

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO PLACE AN ORDER FOR A 2014 FORD EXPLORER 4WD POLICE VEHICLE THROUGH THE SUBURBAN PURCHASING COOPERATIVE

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Chief of Police is hereby authorized to place an order for two 2015 Ford Utility Interceptor AWD patrol vehicles, in accordance with the proposal attached hereto as Exhibit "A" and made a part hereof.

ADOPTED and APPROVED this 27th day of May, 2014.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT "A"

Bredemann Ford Suburban Purchasing Cooperative Contract #124A.



SPC Contract #124A
Suburban Purchasing Cooperative
2014 Ford Explorer FWD
Call: Duey Schroeder (847) 998-4024
Email: dueyschroeder@bredemann.com

Standard Package: \$24,533
Free delivery within 30 miles of dealership

Mechanical

- Alternator - 175 Amp
- Axle Ratio - 3.39 (FWD), Non-limited Slip
- Battery - maintenance-free (58-AH)
- Electronic Power Assist Steering
- Engine - 3.5L Ti-VCT V6
- Fuel Tank - 18.6 gallons
- Hill Start Assist
- Suspension - independent front & rear
- Transmission — 6-speed SelectShift Automatic

Exterior

- *Auto Headlamps
- Antenna, Roof-mounted
- Bumpers - Painted Body Color, front & rear
- Cladding - Lower bodyside cladding (Black)
- Door Handles - Black (MIC)
- Exhaust Tips - Dual Chrome
- Glass - 2nd and 3rd Row Privacy Glass
- Grille - Foundry Gray Painted
- Headlamps - BiFunctional Projector Beam Halogen
- Liftgate Appliqué - Chrome with embossed Explorer
- Mirrors - Black (MIC), Power Electric Remote, Manual Folding with Integrated Blind Spot Mirrors
- Roof Side Rails - Black with Black End Caps
- Spare - Mini Spare
- Spoiler - Body Color
- Tail Lamps - LED
- Tires - P245/65R17 A/S BSW
- Wheel-Lip Molding - Black (MIC)
- Wheels - 17" Steel Wheels

Interior/Comfort

- Air Filtration System
- Appliqués - Cork Galvano

- Cargo Hooks
- Center-stack - Dark Slate Metallic
- Climate Control
Auxiliary A/C
Manual Single Zone
- Console
Floor - Armrest / Storage
Overhead Console with Lights and
Sunglass Holder
- Floor mats, color-keyed, carpeted, front & rear
- Glove box locking
- Grab Handles - (1) at passenger seat, (2) in 2nd Row
- Load Floor Tie-Down Hooks
- Mirror - Manual Rearview day/night
- Power Door-Locks
- Powerpoints - (4 total) 12-volt, 1st Row (2),
2nd Row & rear cargo area
- Rear Dome/Map Light, 2nd and 3rd Row
- Scuff Plates - Front & Rear MIC Embossed with Explorer
- Seats
1st Row Cloth, Bucket Seats, 6-way power driver with manual lumbar and recline, 2-way (fore/aft) Manual Passenger Seat w/ Manual Recline
2nd Row - 60/40 Split-Fold-Flat Bench (Fore/Aft adjustable seat-40 section only)
3rd Row - 50/50 Split-Folding Seat
- Steering Column - Manual Tilt/Telescoping
- Steering Wheel - Speed Controls, 5-Way Controls and Secondary Audio Controls
- Sun visors, color-keyed, single blade covered vanity mirrors
- Windows, Power with 1-touch down drivers

Safety/Security

- Advance Trac® w/RSC® (Roll Stability Control™)

2014 EXPLORER FWD OPTIONAL EQUIPMENT ORDER FORM

Please enter the following:

Ford Fleet Number: _____

Municipality: _____

Contact Name: _____

Phone Number: _____

Purchase Order Number: _____

Sales Tax Exempt Number: _____

Please submit P.O. to: **Bredemann Ford**
2038 Waukegan Road
Glenview, IL 60025
Phone: 847-998-4024
Fax: 847-998-4584
Contact person: Duey Schroeder
dueyschroeder@bredemann.com

Check desired options:

✓ ✓	Option description	Price
	K7D Explorer XLT FWD	\$2,502.00
	K8B/K8D Explorer 4WD (Incl. D&D)	\$1,780.00
	998/44J 3.5L TI-VCT V6 with 6 speed Selectshift Automatic Transmission w/shifter button	N/C
	44C 6 Speed Selectshift Automatic Transmission (Requires & only avail w trailer tow	N/C
	999/446 2.0L EcoBoost Engine & 6-Speed Automatic Transmission - FWD only	\$928.00
	153 License plate bracket	N/C
	942 Daytime running lights	\$39.00
	16N All weather rubber mats	\$66.00
	41H Engine block heater	\$30.00
	76R Reverse sensing system - Standard on XLT	\$240.00
	53M SYNC voice activated communications & entertainment system. Requires satellite radio. Standard on XLT.	\$428.00
	52T Trailer tow package - Class II	\$497.00
	60T Cargo shade	\$118.00
	60V Rear bumper protector	\$75.00
	50N Roof rack crossbars	\$118.00
	50M Splash guards	\$162.00
	Rustproof & undercoat	\$345.00
	Scotch Guard	\$165.00
	CD Rom service manual	\$235.00
	Paper service manual	Not available
	5 year/100,000 mile powertrain extended warranty	\$985.00
	5 year/100,000 mile powertrain extended warranty for 4WD	\$1,045.00
	License transfer and title	\$120.00
	New Municipal license plates and title	\$105.00
	Delivery Charge over 30 Miles from Dealership: \$100 plus \$1.00 per mile over 30	
	EXTERIOR COLORS	
	J4 - Deep Impact Blue	N/C
	UH - Tuxedo Black Metallic	N/C
	RR - Ruby Red Metallic Tinted Clearcoat	\$345.00
	UX - Ingot Silver Metallic	N/C
	YZ - Oxford White	N/C
	BT - Dark Side - XLT only	N/C

	J1 - Kodiak Brown - XLT only	N/C
	UG - White Platinum Tricoat - XLT only	\$519.00
	UJ - Sterling Gray - XLT only	N/C
	D7 - Sunset - XLT only	N/C
INTERIOR COLORS		
	7L - Medium Light Stone	N/C
	8L - Medium Light Stone - XLT only	N/C
✓	8W - Charcoal Black - XLT only	N/C

TOTAL ~~#~~ 29,465 — *

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO PLACE AN ORDER FOR TWO 2015 FORD UTILITY INTERCEPTOR AWD PATROL VEHICLES THROUGH THE ILLINOIS STATE PURCHASE PROGRAM

AGENDA NO. 11AGENDA DATE: 05/27/2014

STAFF REVIEW: Mark Shelton, Chief of Police

SIGNATURE: 

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Timothy Halik, Village Administrator

SIGNATURE: REVIEWED & APPROVED BY COMMITTEE: YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The department has budgeted, under line item 01-30-680-625, for new police vehicles. These vehicles will replace existing police vehicles which have a very high number of miles and wear.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

The department will order two, 2015 Ford Utility Interceptor AWD vehicles. These vehicles will be marked and used in patrol as replacement vehicles for existing patrol vehicles. The order will be completed with Currie Motors, 9423 West Lincoln Highway, Frankfort, Illinois. Currie Motors is a State Bid Dealership Contract #122. The total cost for both vehicles will be \$57,314.00.

ACTION PROPOSED:

APPROVE PURCHASE OF TWO POLICE PATROL VEHICLES WITH CURRIE MOTORS.

RESOLUTION NO. 14-R-_____

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO PLACE AN ORDER FOR TWO FORD UTILITY INTERCEPTOR AWD POLICE VEHICLES THROUGH THE ILLINOIS STATE PURCHASE PROGRAM

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Chief of Police is hereby authorized to place an order for two 2015 Ford Utility Interceptor AWD patrol vehicles, in accordance with the proposal attached hereto as Exhibit "A" and made a part hereof.

ADOPTED and APPROVED this 27th day of May, 2014.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

EXHIBIT "A"

Currie Motors State Bid Dealership Contract #122.



2014 Ford Utility Police Interceptor AWD Contract # 122



Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer
www.CurrieFleet.com

GOOD THRU: Order Cutoff – Tentative April 2014



2014 Ford Utility Police Interceptor AWD

\$24,800.00

3.7 TI-VCT V6 FFV
6-Speed Automatic
Rear recovery hooks
Independent front/rear suspension
Engine Oil Cooler
18.6 gallon fuel tank
Engine Hour Meter
220 Amp Generator
78 Amp Hour Battery
Lower black body side cladding
Dual Exhaust
Black spoiler
Electric Power Assist Steering
Acoustic laminated windshield
18" Tires and Wheels
Fixed glass lift gate
Full Size Spare
AM/FM/CD
Roll curtain airbag
Safety Canopy W/Roll Over
Sensor
Anti-Lock Brakes With Advanced
Trac and traction control
Bi functional projector headlamps
LED tail lamps
2nd/3rd Row Privacy Glass
My Ford police cluster

All-Wheel Drive
Manual folding power mirror
Fold flat 60/40 rear vinyl bench
Single zone manual Climate
Control
Power Windows
Power Locks
Cruise Control/Tilt Wheel
Calibrated Speedometer
Column Shift
Work Task Light red/white
Simple fleet key
Power Adjustable Pedals
Two-Way Radio Pre-Wire
Particulate air filter
Power Pig tail
Delivery Within 30 Miles

Standard Warranty:

Basic: 3 Years/ 36,000 Miles
Drivetrain: 5 Years/100,000 Miles
Corrosion: 5 Years/ Unlimited
Miles
Emissions: 8 Years/80,000 Miles
Roadside Assistance:
5Years/60,000 Mile

Optional Equipment:

<input type="checkbox"/>	3.5L V-6 Ecoboost	\$3,120.00
<input type="checkbox"/>	Spot Light Drivers Side Incandescent	\$215.00
<input type="checkbox"/>	Daytime Running Lights	\$38.00
<input type="checkbox"/>	Spot Light Drivers Side LED Bulb	\$395.00
<input type="checkbox"/>	Dual Spot Lights Incandescent	\$298.00
<input type="checkbox"/>	Dual Spot Lights LED Bulb	\$527.00
<input type="checkbox"/>	Code3 Light Bar – loose shipped *New Pricing	\$1,349.00
<input type="checkbox"/>	Whelen Light Bar – loose shipped	\$1,475.00
<input type="checkbox"/>	Control Box For Lights – loose shipped	\$175.00
<input type="checkbox"/>	Two Tone Vinyl Package	\$794.00
<input type="checkbox"/>	4-Doors/Roof Accent Paint	\$1,795.00
<input type="checkbox"/>	Vinyl Word Wrap "Police"	\$726.00
<input type="checkbox"/>	16" Push Bumpers	\$665.00
<input type="checkbox"/>	18" Full Wheel Face Covers	\$51.00
<input type="checkbox"/>	Pre-wiring grill lamp, siren, speaker	\$50.00
<input type="checkbox"/>	100 Watt siren/speaker	\$300.00
<input type="checkbox"/>	Keyed Alike	\$44.00
<input type="checkbox"/>	Ballistic drivers door panel	\$1,448.00
<input type="checkbox"/>	Ballistic front door panels	\$2,794.00
<input type="checkbox"/>	Rear view camera	\$503.00
<input type="checkbox"/>	Sync & Reverse sensing	\$529.00
<input type="checkbox"/>	Lockable gas cap	\$20.00
<input type="checkbox"/>	Blind spot monitoring-requires Sync	\$490.00
<input type="checkbox"/>	Remote keyless entry n/a with keyed alike	\$255.00
<input type="checkbox"/>	Reverse sensing	\$254.00
<input type="checkbox"/>	Engine block heater	\$35.00
<input type="checkbox"/>	1 st /2 nd row carpet	\$107.00
<input type="checkbox"/>	Rear handles & locks inoperable	\$35.00
<input type="checkbox"/>	Rear window switches delete	\$35.00
<input type="checkbox"/>	Hidden door lock plunger	\$119.00
<input type="checkbox"/>	Remappable (4) switches	\$155.00
<input type="checkbox"/>	Rear console plate	\$35.00
<input type="checkbox"/>	Auxiliary A/C	\$568.00
<input type="checkbox"/>	Radio suppression straps	\$135.00
<input type="checkbox"/>	Dark car feature (courtesy lights inop)	\$50.00
<input type="checkbox"/>	Over-ride switch	\$285.00
<input type="checkbox"/>	All weather mats	\$100.00
<input type="checkbox"/>	Patriot prisoner partition – loose shipped	\$705.00
<input type="checkbox"/>	Patriot prisoner rear seat/barrier – loose shipped	\$1,250.00
<input type="checkbox"/>	Rustproof & Undercoat	\$395.00
<input type="checkbox"/>	Remote start	\$450.00
<input type="checkbox"/>	Scotch guard	\$125.00
<input type="checkbox"/>	Roof rack side rails	\$100.00
<input type="checkbox"/>	Hidden door lock plunger w/inop handles	\$279.00
<input type="checkbox"/>	Dome lamp red/white cargo area	\$43.00

<input type="checkbox"/>	CD-Rom service manual	\$295.00
<input type="checkbox"/>	Delivery over 30 miles	\$125.00
<input type="checkbox"/>	License and Title fees MP plates	\$220.00

Optional Packages:

<input type="checkbox"/>	Police Wire Harness Connector Kit – Front For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector 	\$125.00
<input type="checkbox"/>	Police Wire Harness connector Kit – Rear For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4-pin connectors • (1) 10-pin connector 	\$150.00
<input type="checkbox"/>	Police Interior Upgrade Package-65U Note: See upfitters guide for further info Includes: Cloth rear seats, Floor mats front & rear, 1 st row and 2 nd row carpet floor covering, Full floor console with unique police finish panels (not available with 67G 67H 67U)	\$390.00
<input type="checkbox"/>	Front Headlamp Lighting Solution-66A Includes: Two front integrated LED lights for Wig-Wag simulation-does not include controller-requires grill lamp wiring	\$877.00
<input type="checkbox"/>	Front Headlamp Housing Only-86P Pre-drilled side marker holes (does not include lights)	\$120.00
<input type="checkbox"/>	Tail Lamp Lighting Solution-66B Includes two rear integrated LED lights (in tail lamps does not include controller)	\$392.00
<input type="checkbox"/>	Rear Lighting Solution-66C Includes two backlit flashing LED lights (mounted to inside lift gate glass), two lift gate flashing LED lights (not available with Police Interceptor package 67H)	\$437.00
<input type="checkbox"/>	Ultimate Wiring Package Includes the following: <ul style="list-style-type: none"> • Rear console mounting plate (85R)-contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear (overlay) • (2) light cables-supports up to (6) LED lights (engine compartment/grille) • (2) 50-amp battery and ground circuits in RH rear-quarter • (1) 10-amp siren/speaker circuit engine cargo area 	\$540.00

	<ul style="list-style-type: none"> • Rear hatch/cargo area wiring-supports up to (6) rear LED lights <p>Recommend police wire harness connector kits 47C & 21P</p>	
<input type="checkbox"/>	<p>Cargo Wiring Upfit Package-67G</p> <ul style="list-style-type: none"> • Rear Console Mounting Plate • Wiring overlay harness w/lighting & siren interface connections • Vehicle engine harness: 2-light connectors, 2-grill light connectors, 2-50 amp battery ground circuits in power junction box, 2-10 amp siren/speaker circuit • Whelen lighting PCC8R control head • Whelen PCC8R Light Relay Center • Whelen specific cable connects PCC8R to control head • Pre-wiring for grill lights siren and speaker <p>(not available with 65U 67H and 67U)</p>	\$1,139.00
<input type="checkbox"/>	<p>Ready for the Road Package-67H All-in Complete Package-Includes Police Interceptor Packages 66A 66B 66C plus</p> <ul style="list-style-type: none"> • Whelen Cencom light controller • Whelen Cencom relay center/siren amp with traffic advisor • Light controller/relay Cencom wiring • Grille LED Lights • 100 Watt Siren/Speaker • (9) I/O digital Serial Cable (console to cargo) • Hidden door lock plunger & rear door handles inoperable • Rear console mounting plate <p>(not available with 66A 66B 66C 67G 67U)</p>	\$3,102.00

Optional Maintenance & Warranty Coverage:

<input type="checkbox"/>	ESP Extended Warranty Extra Care 5-Year 60,000 miles *NEW PRICING	\$1,035.00
<input type="checkbox"/>	ESP Extended Warranty Base Care 5-year 100,000 miles	\$1,710.00
<input type="checkbox"/>	ESP Limited Maintenance Plan 75,000 miles, 5000 mile interval	\$754.00
<input type="checkbox"/>	ESP Limited Maintenance Plan 100,000 miles, 5000 mile interval	\$882.00
<input type="checkbox"/>	ESP Limited Maintenance Plan 125,000 miles, 5000 mile interval	\$1,163.00
<input type="checkbox"/>	ESP Limited Maintenance Plan 150,000 miles, 5000 mile interval	\$1,269.00

Options - Exterior

<input type="checkbox"/>	Dark Blue	
<input type="checkbox"/>	Lt. Blue Metallic	
<input type="checkbox"/>	Kodiak Brown	
<input type="checkbox"/>	Light Grey	
<input type="checkbox"/>	Ingot Silver	
<input type="checkbox"/>	Black	
<input type="checkbox"/>	Oxford White	
<input type="checkbox"/>	Med. Titanium	
<input type="checkbox"/>	Royal Blue	
<input type="checkbox"/>	Sterling Grey	
<input type="checkbox"/>	Special Paint	\$873.00

Options - Interior

<input type="checkbox"/>	Charcoal Black w/vinyl rear	
<input type="checkbox"/>	Charcoal Black w/cloth rear	\$55.00

TOTAL \$ 57,314

(2) 2015
Ford UTILITY
AWD.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF POLICE COMMISSIONERS HELD ON DECEMBER 20, 2013 AT THE VILLAGE HALL OF THE VILLAGE OF WILLOWBROOK, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

The meeting was called to order by Chairman Schuler at the hour of 7:00 a.m.

2. ROLL CALL

Those present at roll call were Chairman William Schuler and Secretary Stephen Landsman. Also present were Chief of Police Mark Shelton, Village Administrator Tim Halik, and Recording Secretary Cindy Stuchl.

ABSENT: Commissioner Joseph Heery.

A QUORUM WAS DECLARED

3. VISITORS' BUSINESS

None presented.

4. REVIEW AND APPROVE REGULAR MEETING MINUTES OF SEPTEMBER 20, 2013

The Commission reviewed the minutes from the regular meeting held on September 20, 2013.

MOTION: Made by Secretary Landsman, seconded by Chairman Schuler, to approve the regular meeting minutes of September 20, 2013 as presented.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. REVIEW AND APPROVE SPECIAL MEETING MINUTES OF NOVEMBER 8, 2013

The Commission reviewed the minutes from the special meeting held on November 8, 2013.

MOTION: Made by Secretary Landsman, seconded by Chairman Schuler, to approve the special meeting minutes of November 8, 2013 as presented.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

6. COMMUNICATIONS

Administrator Halik reported that at the last Village Board meeting held on December 16, 2013, the Sergeant oaths of office was given to Christopher Drake and Michelle Strugala.

7. UNFINISHED BUSINESS

There was no unfinished business.

8. NEW BUSINESS

a. NEW OFFICER - GRADUATION UPDATE

Chief Shelton advised that the new officers graduate today at 1:00 p.m. from the DuPage County Police Academy. The department receives quarterly updates on the officers. Both officers are in the upper 90% in their class.

Officer Jose Lopez will start on Monday, December 23, 2013 on the afternoon shift. He will fluctuate between days and afternoons during his Field Training Program.

Officer Joel Rudnick will switch between afternoons and midnights during his field training program and will be assigned to the midnight shift. Officer Rudnick is in the Reserves and will need to go for training once a month. His schedule will be changed accordingly to accommodate. During the summer, he will have a two-week period for Reserves training and has been discussed with the Finance Department.

b. DISCUSSION - BOPC ATTORNEY RECOMMENDATION

Administrator Halik related that in the recent past, there involved an issue that seemed to be a conflict of interest between the duties of the Village Attorney and his duties as the BOPC attorney. At the time, the BOPC had spoken to Attorney John

Broihier, the attorney for the Illinois Police and Fire Commission, who was extremely helpful in the issue.

Administrator Halik advised that in order to avoid any future conflict of interests, the Village Ordinance should be amended. Administrator Halik advised that several sections of the ordinance relating to the Board of Police Commissioners was last amended in 1982 and recommends that the ordinance be reviewed.

Administrator Halik recommends that the BOPC have Mr. Broihier serve as the BOPC attorney. Administrator Halik has spoken with the Mayor and one of the Board Trustees, and they are in full support of this amendment. Administrator Halik stated that if the BOPC approves the amendment, he will have the code amendment on the Village Board agenda on January 13, 2014.

MOTION: Made by Secretary Landsman, seconded by Chairman Schuler, to amend the Village code as it pertains to the attorney assigned to the Board of Police Commissioners.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

Chairman Schuler suggested that Mr. Broihier review the Rules and Regulations for the BOPC to ensure that they are up-to-date. Chief Shelton stated that there is money budgeted for attorney fees.

9. EXECUTIVE SESSION

- a. REVIEW 2013 MINUTES - Pursuant to 5 ILCS 120/2(c)(21) Regarding the Minutes of Executive Session Meetings That Were Lawfully Closed Under the Open Meetings Act

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Secretary Landsman and seconded by Chairman Schuler to recess into Executive Session at the hour of 7:13 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

The Commission reconvened the Regular Meeting at the hour of 7:14 a.m.

10. ADJOURNMENT

MOTION: Made by Chairman Schuler, seconded by Secretary Landsman, to adjourn the meeting at the hour of 7:15 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

May 16 , 20 14

Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE REGULAR FINANCE AND ADMINISTRATION COMMITTEE MEETING OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, APRIL 14, 2014 AT 6:00 P.M. IN THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order by Trustee Davi at 6:00 p.m.

2. ROLL CALL

Those present at roll call were Trustee Umberto Davi, Trustee Paul Oggerino, and Management Analyst Garrett Hummel.

3. APPROVAL OF MINUTES

Minutes of the Regular Finance & Administration Committee held on Monday, January 13, 2014 and Minutes of the Special Joint Meeting of the Municipal Services Committee, the Finance & Administration Committee, and the Public Safety Committee held on Wednesday, February 12, 2014 were reviewed. Motion to approve made by Trustee Oggerino, seconded by Trustee Davi. Motion carried.

4. DISCUSSION - Liquor License Classifications

Trustee Oggerino began by explaining he was approached by a business owner while attending a recent ribbon cutting ceremony with an informal request to consider the creation of a new class of liquor license. This potential new class of license would enable the retail sale of select alcoholic beverages with consumption on site for a nail salon or beauty parlor use. Trustee Oggerino explained the business owner would like to offer customers a glass of wine or champagne while the customer is having their nails done. Trustee Oggerino also noted that with the approval of a new class of liquor license, the uses would have the ability to seek approval from the state of Illinois for a video gaming license.

Trustee Davi inquired as to if it was possible to establish a new liquor license class that would preclude video gaming. Trustee Oggerino said the Village's attorney would review the issue and provide his opinion. Trustee Davi asked if this topic could be brought up at the Village Board meeting later that evening under Committee reports. Trustee Oggerino agreed with Trustee Davi and stated the topic would be presented for discussion at the Village Board meeting.

5. REPORT - Monthly Disbursement Reports - January, February, & March 2014

The Committee reviewed and highlighted the items below for the months of January, February, and March 2014.

- Total cash outlay for all Village funds - \$796,004 (fiscal year to date average is \$1,005,599)
- Ave. daily outlay of cash for all Village funds - \$25,678 (fiscal year to date is \$32,979)
- Ave. daily expenditures for the general fund - \$19,027 (average daily expenditures fiscal year to date is \$21,565)
- Ave. payroll for active employees including all funds - \$148,809 (fiscal year payroll to date is \$3,571,427)

6. REPORT - Sales Tax, Income Tax, Utility Tax, Places of Eating Tax, Fines, Red Light Fines, Building Permits, Water Revenues, Hotel/Motel Tax and Motor Fuel Tax

- Sales tax receipts - \$3,410,154 up 0.30% from the prior year, 7.0%

over budget.

- Income Tax receipts - \$749,020 up 8.44% compared to the prior year, 15.0% over budget.
- Utility tax receipts - \$1,021,174 down 4.32% from the prior year, 3.6% below budget, consisting of:
 - o Telecomm Tax - \$452,646, down 9.2% from the prior year
 - o Northern IL Gas - \$148,103, up 31.3% from the prior year
 - o ComEd - \$423,586, down 8.1% from the prior year
- Places of Eating Tax receipts - \$427,562 up 0.36% compared to the prior year, 4.2% over budget.
- Fines - \$140,598 up 4.73% compared with the prior year, 7.84% over budget.
- Red Light Fines - \$733,565 up 45.08% from the prior year, 49.5% over budget.
- Building Permit receipts - \$231,968 up 15.60% from the prior year.
- Water sales receipts - \$2,555,035 up 15.35% from the prior year, 6.50% below budget.
- Hotel/Motel Tax receipts - \$53,523 down 7.80% compared with the prior year, 9.6% below budget.
- Motor Fuel Tax receipts - \$235,080 up 3.59% compared with the prior year, 22.9% over budget.

The reports above were approved by Trustee Davi.

7. VISITOR'S BUSINESS

There were no visitors present at the meeting.

8. COMMUNICATIONS

There were no communications received.

9. ADJOURNMENT

Motion to adjourn was made by Trustee Davi, Seconded by Trustee Oggerino.

The meeting was adjourned at 6:20 p.m.

(Minutes transcribed by: Garrett Hummel, 4/28/14)

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL
SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY,
APRIL 14, 2014 IN THE VILLAGE HALL, 7760 QUINCY STREET, IN THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Mistele called the meeting to order at 6:02 PM.

2. ROLL CALL

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

3. APPROVAL OF MINUTES

After review of the draft minutes from the March 10, 2014 Regular Meeting of the Municipal Services Committee, Chairman Mistele suggested changes to the proposed minutes to reflect his full comments made during the discussion under Item No. 4 – Community Electronic Informational Signage. Chairman Mistele shared the specific comments he had made at that time, which were not included in the minutes.

Administrator Halik advised that the minutes would be amended to reflect the omitted statements. Chairman Mistele made a motion to approve the minutes as amended. Trustee Berglund seconded the motion. Motion carried.

4. DISCUSSION – Spring Brush Collection and Grinding Program: May 12-16, 2014

Administrator Halik stated that last year, the Village's regular tree maintenance contractor, Mario's Tree Service, completed both the Village-wide Spring and Fall brush collection programs. The Spring 2013 program included a grinding component so that usable mulch could be provided to residents at no charge for yard beautification purposes. The Fall 2013 program was merely a curb-side brush chipping program. Halik stated that this arrangement worked well, since the ground mulch made available in the Spring was depleted prior to the winter season. Halik reported that staff has asked our current landscape contractor, Mario's Tree Service, to again provide a proposal to perform the typical curb-side chipping program along with completing the tub grinding process this Spring. Mario has agreed to offer the same rates as they did last year to complete the collection program, with a slight increase of \$550 to complete the grinding program. Collectively, the overall price is still below the cost other vendors offered us last year for the same program. Halik stated that staff anticipates that two (2) chipping crews would be required to work approximately 40 hours' time to complete the Spring collection program. Afterwards, the tub grinding is expected to require one 10 hour day's work. Therefore, the estimated cost of the program, including the grinding component, would be \$14,900. The F.Y. 2014/15 Budget includes funding to conduct both the Spring and Fall Brush Collection Programs. Halik stated that staff would recommend that the proposal submitted by Mario's Tree Service in the amount of \$105.00/hr. per chipping crew plus \$6,500 for tub grinding be accepted to perform the Village-wide Spring Brush Collection Program. Mario's performed this same program for the Village last Spring and is familiar with the program requirements. If the Committee concurs, a resolution accepting the proposal will be placed on the agenda for the April 28th regular meeting of the Village Board. The Spring Brush Program would be scheduled to occur the week of May 12th thru May 16th. The Committee was in agreement with the staff recommendation.

5. DISCUSSION – Annual Streetlight Maintenance Contract

Administrator Halik advised that the Village's annual streetlight maintenance contract includes the maintenance and repair of all Village-owned streetlights throughout town, which includes approximately 180. In 2012, after a competitive bidding process, the low bid was received by Rag's Electric, and the contract was awarded to them. Rag's Electric has provided the service to the Village since that time. Halik advised that staff is very pleased with the quality of services currently provided by Rag's Electric. Therefore, staff asked whether they would consider a contract extension for a subsequent season, and if so, to provide a price proposal. Rag's responded that due to the increased labor rates, he would need to increase the hourly rate charged for electrician from \$90.00/hr. to \$95.00/hr. and electrician's helper from \$40.00/hr. to \$60.00/hr. But overall, given the schedule of prices within the contract, these increases would equate to an approximate 11% increase in the total contract price, from \$9,670 to \$10,720. Halik stated that staff would recommend the Village grant Rag's Electric an 11% increase in the contract price and extend a one-year renewal agreement to them. If the Committee concurs, staff would recommend drafting a renewal agreement that would be brought to the Village Board for approval on April 28, 2014. The new contract would become effective on May 1, 2014. The Committee was in agreement with the staff recommendation.

6. REPORT – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for March 2014 showing that the Village has taken in about \$19,300 in permit revenue for the month. Halik advised that eleven months into fiscal year 2013/14, we have taken in approximately 154% of our anticipated FY2013/14 budgeted revenue.
- b. Administrator Halik shared the water system pumpage report. The report indicates that the Village pumped about 29.2 million gallons in the month of February 2014. At this point, we have pumped about 4% 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.

7. VISITOR'S BUSINESS

(None)

8. COMMUNICATIONS

Administrator Halik briefed the Committee on an IEPA audit of the Village water system, which took place on March 27th. Halik advised that an IEPA inspector performed a thorough inspection of the water storage tanks, pump house facility, and Village Hall. The inspector also took water samples to test for the amount free chlorine in the supplied water. The audit revealed no violations, and one paperwork issue to be addressed. Halik advised that the IEPA records show that final paperwork for several Village water main projects have not been received by the state. The inspector provided a short list of such projects dating back to 1992. Halik stated that the IEPA asked the Village to follow-up to complete this item in the near future, so their records are complete.

9. ADJOURNMENT

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

(Minutes transcribed by: Tim Halik, 5/8/14)

MINUTES OF THE SPECIAL MEETING OF THE PLAN COMMISSION HELD ON WEDNESDAY, APRIL 9, 2014, AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

Chairman Kopp called the meeting to order at the hour of 7:00 p.m.

2. ROLL CALL

Those present at roll call were Commissioners Lacayo, Vice-Chairman Wagner and Chairman Kopp. Also present were Village Planner Jo Ellen Charlton, Building Inspector Roy Giuntoli and Secretary Joanne Prible. ABSENT: Commissioner Remkus, Soukup, Buckley and Baker.

A quorum was not present at the meeting. Chairman Kopp asked for a motion to continue the special meeting to May 7, 2014.

MOTION: Made by Vice-Chairman Wagner seconded by Commissioner Lacayo, to continue the meeting to May 7, 2014.

ROLL CALL: AYES: Commissioners Lacayo, Vice-Chairman Wagner and Chairman Kopp; NAYS: None. ABSENT: Commissioners Remkus, Soukup, Buckley and Baker.

MOTION DECLARED CARRIED

2. ADJOURNMENT

MOTION: Made by Commissioner Wagner, seconded by Commissioner Lacayo, to adjourn the regular meeting of the Plan Commission at the hour of 7:10 p.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ AND APPROVED,

May 7, 2014

Minutes transcribed by Joanne Prible.


Chairman

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE POLICE PENSION FUND OF THE VILLAGE OF WILLOWBROOK HELD ON JANUARY 30, 2013, AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

The meeting was called to order at the hour of 3:05 p.m. by President Umberto Davi.

2. ROLL CALL

Those present at roll call were President Davi, Trustees Scott Eisenbeis and Joseph Pec. Also present: Interim Director of Finance Carrie Dittman; Ted Kirpach and Robert Thompson of MB Financial.

Absent: Trustee Timothy Kobler.

3. APPROVAL - MINUTES OF THE REGULAR MEETING -
October 29, 2012

The Board reviewed the minutes from the October 29, 2012 meeting.

MOTION: Made by Trustee Pec, seconded by Trustee Eisenbeis to approve the minutes of the regular meeting of the Police Pension Fund Board of Trustees held on October 29, 2012.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

4. APPROVAL OF EXPENSES INCURRED OCTOBER 2012 THRU JANUARY 2013

Director Dittman reviewed the expenses incurred October 2012 thru January 2013. She noted that the report has expenses thru January 2013. The January expenditure have not been dispersed as of yet.

After a discussion by the Board, the following motion was made:

MOTION: Made by Trustee Eisenbeis, seconded by Trustee Pec, to approve the expenses incurred for October 2012 thru January 2013.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. APPROVAL OF INVESTMENTS MADE OCTOBER THRU DECEMBER 2012 -
QUARTERLY INVESTMENT REPORT - MB FINANCIAL BANK

Robert Thompson, representing MB Financial Bank, summarized the quarterly investment report for the Police Pension Board.

Mr. Thompson advised the fourth quarter ended December 31, 2012 very favorable. The total fund value is at \$15,748,741.00. He summarized the portfolio allocations are targeted at 50% in equities, 50% in fixed income. The market took us to 52.83% in equities and 47.17% in fixed income.

This quarter, the fund was up 1.16% vs. the broad benchmark at 0.63%. Based on the 12-month period, the fund is up 10.38% vs. the benchmark of 9.25%.

Equities for the quarter are up 1.94%, fixed income up 0.39%, Mutual Fund Real Estate up 6.46% and commodities were down - 2.43%.

The Account Activity summary for the quarter is up \$181,276.00; and for the year it is up \$1,472,300.00.

Mr. Kirpach advised 2012 was a good year despite the fiscal cliff in Washington. The stock market continued to do well through December. Moving forward with Treasury's, there is no big waiting there. Added money was going into the Treasury market bringing down the yields during the last quarter but has started to reverse. For the third quarter of 2012, the Commerce Department had recorded that the Gross Domestic Product (GDP) was up 3.1%. The fourth quarter GDP was down -0.1% as of today. There will be three looks at the GDP with today's being the first. We may actually see that it went up in the fourth quarter by the third review. Consumer spending and confidence has picked up. The housing market has seemed to hit the bottom while the new sales of homes are up and favorable.

Mr. Kirpach advised that 2013 should be a fairly good year for the stock market. This will also be a challenging time for the bond market. It is best to be shorter dated on the bond side vs. longer dated which may have a negative performance.

After a discussion by the Board, the following motion was made:

MOTION: Made by Trustee Pec, seconded by Trustee Eisenbeis to approve MB Financial's Quarterly report.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

6. INFORMATION - RENEWAL APPLICATION - FIDUCIARY INSURANCE

President Davi was asked by Recording Secretary Hahn to sign the completed annual Fiduciary Insurance application. The renewal policy is effective January 15, 2013 for the term of one year.

7. APPROVAL - INCREASE IN PENSION BENEFITS

Director Dittman reviewed information on the statutory increases in pension benefits effective January 1, 2013. Joseph Pec, Edward Konstanty, and Michal Kurinec get a 3% increase of their current pension. Stephen Finlon, Francis (Pat) Foley, William Bozek, and John Barnacle will not be entitled to an increase until they reach the age of 55.

Paul Oggerino will receive his first monthly pension check in January 2013 at a prorated amount. Beginning February 2013, he will receive his full amount of pension. Paul is not eligible for an increase until he reaches the age of 55 also.

Joseph Dusek gets a 3% increase of his original pension. James McCarthy is not entitled to an increase in his monthly disability pension until he becomes 60 years of age. Mrs. Martha Klevin will continue to receive her fixed monthly widow's benefit.

After a discussion by the Board, the following motion was made:

MOTION: Made by President Davi, seconded by Trustee Pec, to approve the statutory increases in pension benefits for eligible participants effective January, 2013.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

8. VISITOR BUSINESS

None presented.

9. NEW BUSINESS

None presented.

10. OLD BUSINESS

Director Dittman advised that former police officer Fredrick Willey has \$18,601.98 in his pension. After Mr. Willey passed away in January 2007, to date no beneficiary or his estate has requested a claim to this money. A registered letter will be sent to his surviving child/beneficiary, Amanda Willey, along with a copy of the letter to Mr. Willey's estate attorney Richard Reimer, advising her of the money and the necessary documentation to make claim of ownership. If the money is not claimed, it will be forwarded to the State of Illinois' Treasurer's Office as abandoned/unclaimed property.

11. COMMUNICATIONS

None presented.

12. ADJOURNMENT

MOTION: Made by Trustee Pec, seconded by Trustee Eisenbeis to adjourn the meeting of the Board of Trustees of the Police Pension Fund at the hour of 3:50 p.m.

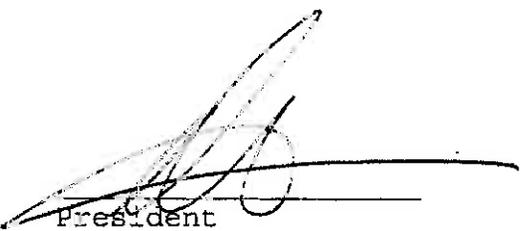
UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

4-17-13

Date



President

Minutes transcribed by Debbie Hahn.

A G E N D A

Minutes of the Public Safety Committee of the Village of Willowbrook which was held on April 14th, 2014 at 6:00 p.m. at the Village Hall, 7760 Quincy Street, in the Village of Willowbrook, DuPage County, Illinois.

CALL TO ORDER

The meeting was called to order at 6:00 p.m.

ROLL CALL

Those present at roll call were Chief Mark Shelton, Trustee Terrence Kelly and Chairman of the Public Safety Committee Dennis Baker.

1. Reviewed the March 10th, 2014 Public Safety Committee Meeting Minutes.
2. Reviewed the Weekly Press Releases – Information.
3. Reviewed the Overtime Report for 03/03/2014 – 03/30/2014 - Information.
4. Reviewed the Monthly Expenditure Report for March 2014 – Information.
5. Reviewed the Monthly Offense Summary Report for March 2014 - Information.
6. Reviewed the Letter(s) of Recognition and Appreciation – Information

- Sergeant Michelle Strugala
- Officer Dave Gaddis
- Officer Jose Chavez-Jimenez
- Officer Daniel Polfliet
- Detective Tim Kobler
- Detective Lauren Kaspar
- Secretary Tori Sargis
- Cadet Paulina Noga

7. DISCUSSION ITEMS

- New Officers F.T.O. Completed
Chief Shelton advised the Committee that both of the new officers have successfully completed the F.T.O. Program. Officer Rudnick was released from the program after 15 weeks of training and is assigned to the 11p.m. – 7a.m. shift. Officer Lopez was released from the program after 16 weeks of training and is assigned to 3p.m. – 11p.m. shift.
- Squad Camera L-3 Installation
Chief Shelton advised the Committee the L-3 camera installation has been completed to all the squad cars, internal systems and the server. Training will be scheduled in the near future.
- Squad CF-31 Computers Installed S.W.C.D.
Chief Shelton advised the Committee that all squad cars have been installed with a new Panasonic CF-31 laptop computer, which is part of the Southwest Central Dispatch budget for agencies who utilize S.W.C.D. The new computers have a touch screen and have been well received by the officers.

- Annual Report Review
Chief Shelton briefly discussed the 2013 Annual Report with the Committee.
- Cadet Update

8. VISITOR'S BUSINESS*

9. ADJOURNMENT
The meeting was adjourned at 6:25 p.m.

* VISITOR'S BUSINESS (Public comment is limited to three minutes per person on agenda items only).

NEXT MEETING SCHEDULED MAY 12th, 2014 AT 6:00 P.M.