



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

AGENDA

REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE TO BE HELD ON MONDAY, MARCH 9, 2015, AT 6:00 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES:
 - a) January 12, 2015 Regular Meeting of the Municipal Services Committee
 - b) February 18, 2015 Special Joint Meeting of the Finance & Administration, Municipal Services, and Public Safety Committees
4. DISCUSSION – Bid Results: Village Hall Water Tank Re-Coating Project
5. DISCUSSION – Bid Results: LED Streetlight Replacement Project
6. DISCUSSION – Annual Maintenance Contracts:
 - a) Landscape Maintenance Contract
 - b) Landscape Fertilization Contract
 - c) Streetlight Maintenance Contract
7. REPORT – Municipal Services Department:
 - a) January & February 2015 Monthly Permit Activity Reports
 - b) December 2014 & January 2015 Water System Pumpage Reports
8. VISITOR'S BUSINESS
(Public comment is limited to three minutes per person)
9. COMMUNICATIONS
10. ADJOURNMENT

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton



Proud Member of the
Illinois Route 66 Scenic Byway

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JANUARY 12, 2015 IN THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

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

2. ROLL CALL

Those present at roll call were Chairman Michael Mistele, Trustee Suzanne Berglund, Administrator Tim Halik, and Management Analyst Garrett Hummel. Absent: None.

3. APPROVAL OF MINUTES

After review of the draft minutes from the November 10, 2014 Regular Meeting of the Municipal Services Committee, Chairman Mistele made a motion to approve the minutes as presented. Trustee Berglund seconded the motion. Motion carried.

4. DISCUSSION – Village Hall Water Tower Rehabilitation Project

Administrator Halik advised the committee that on June 10, 2013, the Village Board adopted Resolution No. 13-R-30 accepting a proposal from Strand Associates to perform an engineering analysis of the protective coatings on all three of the Village's above grade water tower structures. Halik advised that 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 years. This project was discussed at both the Committee Budget Review meeting and the Board Budget Workshop. The Board agreed to a schedule to complete the program, pending funding considerations. Halik further advised that the FY 2014/15 budget includes \$20,000 to complete the first year work of the 5-year plan to re-coat all three 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. On May 27, 2014, the Village Board accepted a proposal from Strand Associates to develop the bid document. Halik advised that the bid document is now complete and a full copy was included in the Committee packet. Halik reviewed the timetable for this public bid, which includes a January 16, 2015 bid notice published in the Suburban Life newspaper, and a scheduled bid opening date of February 4, 2015. Chairman Mistele suggested that when we begin putting together the bid specifications for the next tank, staff may try to obtain a lower proposal price from the engineer, since much of the work has already been done on the boiler plate portion. The Committee was in agreement with the bid and authorized staff to proceed.

5. DISCUSSION - LED Streetlight Replacement Project

Administrator Halik reminded the Committee that in February 2012, the Village received preliminary approval from the Illinois Department of Commerce and Economic Opportunity of a \$92,000 grant earmarked for improvements to the Village's streetlights. Final funding approval for the grant was awarded in October of 2013 and the grant was executed with an official start date of November 1, 2013. Halik advised that the Village has a period of two years from this start date in which to complete the project. Therefore, the

grant end date is October 31, 2015. Halik advised that the scope of the project will include the replacement of the Village's antiquated, energy inefficient streetlight fixtures with new, energy efficient LED technology. There are currently approximately 250 Village owned streetlights which range from 24 to 49 years old. The new LED lighting heads will use a fraction of the energy the old heads used, will provide more uniform lighting disbursement, and will also save money on future maintenance, such as bulb replacement. Halik advised that converting to LED technology will also reduce carbon emissions making it an environmentally friendly project. With this grant, the Village hopes to retrofit as many of these fixtures as possible, depending upon material and labor/installation costs and engineering fees. Halik shared that after speaking with several LED vendors, it became apparent that an up-to-date inventory of our existing streetlights would first be necessary for bidding purposes for this project. Vendors need information pertaining to individual fixture type, wattage, circuitry, and number of fixtures connected to each controller before a proposal can be calculated. Therefore, staff asked the Village Engineering Consultant for a proposal to complete this inventory. Christopher Burke Engineering, Ltd. provided a proposal to conduct the inventory, including GPS locating of each pole, and draft the project bid document for the not-to-exceed amount of \$17,000, which would be reimbursable through the grant. The Committee recommended this approach, and the Village Board accepted the CBBEL proposal at their regular meeting on August 25, 2014. Halik shared that the bid document for this project is now complete and a full copy was included in the Committee packet. Halik reviewed the timetable for this public bid, which also includes a January 16, 2015 bid notice published in the Suburban Life newspaper, and a scheduled bid opening date of February 4, 2015. Halik also mentioned that once we receive bid unit prices for this work, staff intends to share this information with the full Board during the March budget workshop to determine whether there is support to complete the remainder of the lights in town at Village expense. Lastly, Halik advised that once the streetlights are converted to LED, it will be necessary to contact ComEd to discuss obtaining a lower energy rate, based on the lower power usage of the LED fixtures. Chairman Mistele recommended that if we are in a position to prioritize areas to convert first, high traffic areas should be done first. Staff agreed. The Committee was in agreement with the bid and authorized staff to proceed.

6. DISCUSSION - Mosquito Abatement Program Contract: Clarke Environmental

Administrator Halik advised the Committee that the Village's three-year contract with Clarke Mosquito Control to provide mosquito abatement services for the Village expired after the 2014 season. Therefore, staff has met with representatives from Clarke Mosquito to discuss the terms of renewal contract provisions and to ensure that the contract price remains competitive with surrounding towns that receive the same or similar services from Clarke. The result is that Clarke has agreed to offer continued services to the Village for a new three year term. Given the price of pesticides has risen; Clarke has proposed a 2% contract price increase to \$25,700 for the 2015 season. However, they would agree to freeze that amount for an additional two years, if we entered into another three year contract. Therefore, the cost of the 2015, 2016 and 2017 program would be \$25,700. Staff is also recommending, similar to the last contract, that an additional \$6,400 be budgeted for various optional services such as adulticiding, both localized and community wide, should the need arise to combat the continuing threat of WNV. Halik shared that the technical treatment terms of the contract will remain unchanged. The contract will still include the use of new insecticides, specifically Altocid XR® and Vectolex WSP®, which are sustained release products that can provide the required coverage for up to 120 days without re-treatment. To ensure adequate protection is in place prior to the onset of mosquito breeding attributed to West Nile Virus, a second catch basin treatment, referred to as a "booster" treatment, will be performed in mid-August. Halik also shared that DuPage County is considering possible implementation of a county-wide mosquito abatement program. However, this new initiative will not be in place in time for the 2015 season.

Halik stated that he had discussed with Clarke language to add in this contract which would enable the Village to revisit prices if the county were to begin a new county-wide program, Clarke Mosquito would be the vendor awarded the program, and the resulting prices came in lower. Such language is also in the contract. The Committee concurred with staff's recommendation.

7. REPORT – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for both November and December 2015. The Village has taken in about \$4,700 in permit revenue for the month of November, and approximately \$53,000 in the month of December. Halik advised that in total for the eight months of fiscal year 2014/15, the Village has received approximately 105% of the anticipated FY2014/15 budgeted revenue.
- b. Administrator Halik shared the water system pumpage report for both October and November 2014. The report indicates that the Village pumped approximately 28,700,000 gallons in the month of October, and approximately 25,400,000 gallons in the month of November. Halik shared that we have pumped about 9.6% less water this year as compared to the same timeframe last year. Halik also advised that at seven months into the fiscal year, we are slightly below where we should be at in order to meet our estimated pumpage projection of 385,000,000 gallons – we are off by about 2.8%.

8. VISITOR'S BUSINESS

(None)

9. COMMUNICATIONS

(None)

10. ADJOURNMENT

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

(Minutes transcribed by: Tim Halik, 3/2/15)

MINUTES OF THE SPECIAL JOINT MEETING OF THE FINANCE AND ADMINISTRATION, MUNICIPAL SERVICES, AND PUBLIC SAFETY COMMITTEES OF THE VILLAGE OF WILLOWBROOK HELD ON WEDNESDAY, FEBRUARY 18, 2015 AT 5:30 P.M. IN THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order by Chairman Mistele at 5:45 p.m.

2. ROLL CALL

Those present at roll call were Mayor Frank A. Trilla, Trustee Sue Berglund, Chairman Umberto Davi, Chairman Terrence Kelly, Chairman Michael Mistele, Trustee Gayle Neal, Trustee Paul Oggerino, Village Administrator Tim Halik, Police Chief Mark Shelton and Interim Director of Finance Carrie Dittman.

3. REVIEW - Fiscal Year 2015/2016 Budget

Administrator Halik gave an overview of this evening's presentation and noted that the proposed budget maintains all current services and programs and that as of 4/30/2016 the General Fund is projected to have an ending fund balance of \$4,100,653 which represents 182 days of operating expense reserves. The cost to operate the General Fund for 1 day is \$22,527. No non-union salary increases are included, and the budget includes an 18.2% increase in police pension contribution and 3.68% decrease in IMRF contribution.

Interim Director of Finance Dittman presented the proposed drawdown of General Fund reserves of \$1,001,999 by department, noting that Parks & Recreation were 59.72% or \$458,100 higher due to the re-budgeting of unspent Willow Pond Park grant funds, and fund transfers were 48.53% or \$51,791 higher due to the new 2015 bonds being included. She described the dollar changes of the major General Fund revenue sources and the historical percentage changes of these sources over the past three years. Administrator Halik described the proposed reduction in LGDF (income tax) revenue that is currently being proposed by the State of Illinois. The Village's budget already reflects a 25% decrease in this revenue line item in anticipation of the State's action.

Interim Director of Finance Dittman noted that the police pension contribution is the annual required contribution as per the actuarial valuation and described the reasons for the increase of \$94,615. IMRF has decreased from 18.88% percent of payroll to 17.97%.

Administrator Halik gave an update on the rate increases in the Water Fund that were necessary as a result of the six DuPage Water Commission rate increases passed on to the Village since May 1, 2010. He also described the planned Water Fund capital projects that will occur in FY 2015-16. He then went on to describe the road program planned for the Motor Fuel Tax (MFT) Fund in FY 2015-16.

Interim Director of Finance Dittman gave an update of the status of the General Obligation Alternate Revenue Sources Bonds, Series 2015, which are currently in the works. The total \$5,055,000 bond consists of \$3.5 million of new money for the police station and water tank #1 painting, \$1.485 million to refund part of the Series 2008 Bonds, and the remaining \$70,000 to pay the bond issuance costs. The bonds will be issued about

April 13, 2015 and repayment will begin in FY 2015-16 via transfers from the General Fund and Water Fund in their pro-rata shares. The bonds will carry a repayment pledge of income taxes and water user fees as the alternate revenue sources. All but the next two non-callable payments of the Series 2008 bonds will be refunded in order to achieve an interest savings.

The next portion of the presentation by Interim Director of Finance Dittman was a financial overview, including the financial performance of the General Fund and the reasons for the heightened performance in FY 2014-15, which included revenues exceeding expectations and certain General Fund expenditures (Willow Pond Park and the finance ERP system) being deferred an additional year. Administrator Halik gave a "quick summary" that noted the FY 2014-15 budget included a planned draw-down of reserves of \$527,347 (to 191 days operating reserves), but FY 2014-15 estimated actual would be a surplus of \$487,561 (236 days operating reserves). The FY 2015-16 budget would be a draw-down of \$1,001,999 to end at 182 days operating reserve. The Village's target reserve has long been established at 120 days.

Interim Director of Finance Dittman discussed how the Village evaluates financial condition, and described the financial performance of the Water and MFT Funds.

Next, Administrator Halik and Interim Director of Finance Dittman described the major changes by General Fund department, including Village Board and Clerk, BOPC, Administration, Planning and Economic Development, Parks and Recreation, Finance, Police (described by Police Chief Shelton), Public Works and Building and Zoning. Halik and Dittman also described major planned changes in the Water, Hotel/Motel Tax, Motor Fuel Tax, TIF, SSA Bond and Interest, Capital Projects, Debt Service, and Land Acquisition, Facility Expansion and Renovation Funds.

Staff opened the floor to questions, and welcomed any suggestions to be included in the upcoming March 16, 2015 full board budget workshop.

4. VISITOR'S BUSINESS

There were no visitors present at the meeting.

5. ADJOURNMENT

Motion to adjourn was made by Trustee Berglund, and seconded by Chairman Kelly. The motion was carried.

The meeting was adjourned at 7:18 p.m.

(Minutes transcribed by: Carrie Dittman, 3/3/2015)

MUNICIPAL SERVICES COMMITTEE MEETING

AGENDA ITEM SUMMARY SHEET

AGENDA ITEM DESCRIPTION

DISCUSSION –

BID RESULTS: VILLAGE HALL WATER TANK RE-COATING PROJECT

COMMITTEE REVIEW

- Finance/Administration
- Municipal Services
- Public Safety

Meeting Date:

March 9, 2015

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

BACKGROUND

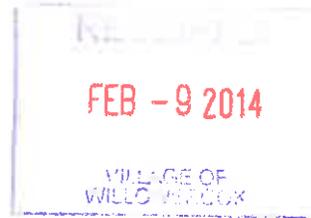
On January 12, 2015, the Municipal Services Committee authorized staff to complete a public bid process to solicit sealed bids for the re-coating of the 500,000 gallon spheroid water tower located on the Village Hall property. The public bid notice was published in the *Suburban Life* newspaper on January 16, 2015. The deadline to submit completed bids was Wednesday, February 4th by 10:00 AM, at which time bids were opened. The following is a summary of the seven (7) bids which were received:

VENDOR	Computed Total Bid
ERA Valdivia Contractors, Inc.	\$353,600.00
Am-Coat Painting, Inc.	\$456,500.00
Tecorp, Inc.	\$539,300.00
Maxcor, Inc.	\$570,300.00
M.K. Painting, Inc.	\$619,000.00
Classic Protective Coatings, Inc.	\$731,000.00
Newmann Company Contractors, Inc.	\$794,000.00

ERA Valdivia is a familiar company that completed a water tank rehabilitation project for the Village in 2009. At that time, they were found to be responsive, and their quality of work satisfactory. The bid price received of \$353,600.00 is \$76,400 lower than the engineer's bid estimate of \$430,000.

STAFF RECOMMENDATION

Staff would recommend that the bid submitted by ERA Valdivia Contractors, Inc. be accepted. If the Committee agrees, this item will be included on the Board's agenda for their meeting on March 23, 2015.



Strand Associates, Inc.
1170 South Hobart Road
Joliet, IL 60431
(P) 815-744-4200
(F) 315-734-4915

February 6, 2015

Mr. Timothy J. Halik, Village Administrator
Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

Re: Executive Tank Rehabilitation
Contract No. 1-2014
Village of Willowbrook

Dear Tim:

Bids for the above-referenced project were opened on February 4, 2015. Seven bids were received with the resulting bid tabulation enclosed. The low bid of \$353,600 was less than ENGINEER's opinion of probable construction cost.

Era-Valdivia Contractors, Inc. of Chicago, Illinois, was the apparent low bidder at \$353,600. The bid included a bid bond for 10 percent.

The Engineer's computed total is \$2,000 higher than the Contractor's computed total.

Strand Associates, Inc.[®] has previously worked with Era-Valdivia Contractors, Inc. on projects for the Villages of Schaumburg and Huntley. Based on our previous experience with this contractor, we have found Era-Valdivia Contractors, Inc. to be responsible.

We suggest that you consider evaluating Era-Valdivia Contractors, Inc.'s financial status prior to award and other information submitted to you as required by Article 19.05.2 found in the Instructions to Bidders of the Contract Documents.

Sincerely,

STRAND ASSOCIATES, INC.[®]

Timothy J. Scholz, P.E.

Enclosure

BID DATE: FEBRUARY 4, 2015
 BID TIME: 10:00 A.M.

STRAND ASSOCIATES, INC.
 Consulting Engineers
 1170 Houbolt Road
 Joliet, IL 60435

EXECUTIVE TANK REHABILITATION

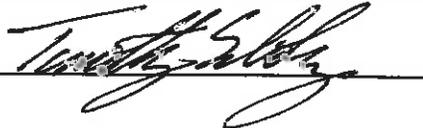
CONTRACT 1-2014

3805.002

VILLAGE OF WILLOWBROOK, ILLINOIS

BIDDER AND ADDRESS	Bid Bond or Guarantee	Addenda Acknowledged	Bid Alternative No 1	Computed Total Bid
ERA Valdivia Contractors, Inc. 1909 South Avenue O Chicago, IL 60617	10%	N/A	\$ 5,000.00	\$ 353,600.00 *
Am-Coat Painting, Inc. 17201 South Parker Road Homer Glen, IL 60491	10%	N/A	\$ 13,000.00	\$ 456,500.00
Tecorp, Inc. 2221 Muriel Court Joliet, IL 60433	10%	N/A	\$ 4,000.00	\$ 539,300.00
Maxcor, Inc. 900 Country Creek Drive New Lenox, IL 60451	10%	N/A	\$ (2,000.00)	\$ 570,300.00
M.K. Painting, Inc. 4157 Seventh Street Wyandotte, MI 48192	10%	N/A	\$ 18,000.00	\$ 619,000.00
Classic Protective Coatings, Inc. N7670 State Hwy 25 Menomonie, WI 54751	10%	N/A	\$ 11,500.00	\$ 731,000.00
Newmann Company Contractors, Inc. W9450 State Road 95 Merrillan, WI 54754	10%	N/A	\$ (5,000.00)	\$ 794,000.00

Reviewed by:



* Engineer's Computed Total Bid



BID DATE: FEBRUARY 4, 2015
 BID TIME: 10:00 A.M.

STRAND ASSOCIATES, INC.
 1170 South Houbolt Road
 Joliet, IL 60431

EXECUTIVE TANK REHABILITATION
 CONTRACT 1-2014
 VILLAGE OF WILLOWBROOK, ILLINOIS

3805.002

BID TABULATION BREAKDOWN

No.	Description	Quantity	Unit	ERA Valdivia Contractors, Inc. 1909 South Avenue O Chicago, IL 60617		Am-Coat Painting, Inc. 17201 South Parker Road Homer Glen, IL 60491		Tecorp, Inc. 2221 Muriel Court Joliet, IL 60433		Maxcor, Inc. 900 Country Creek Drive New Lenox, IL 60451		M.K. Painting, Inc. 4157 Seventh Street Wyandotte, MI 48192		Classic Protective Coatings, Inc. N7670 State Hwy 25 Menomonie, WI 54751		Newmann Company Contracting W9450 State Road 95 Merrillan, WI 54754	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Tank Exterior Full Surface Preparation, INCL Shroud	1	LS	\$ 158,000.00	\$ 158,000.00	\$ 143,500.00	\$ 143,500.00	\$ 294,000.00	\$ 294,000.00	\$ 168,000.00	\$ 168,000.00	\$ 200,000.00	\$ 200,000.00	\$ 241,400.00	\$ 241,400.00	\$ 398,100.00	\$ 398,100.00
2.	Tank Exterior Full Recoat	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 113,600.00	\$ 113,600.00	\$ 86,000.00	\$ 86,000.00	\$ 197,300.00	\$ 197,300.00	\$ 190,000.00	\$ 190,000.00	\$ 150,000.00	\$ 150,000.00	\$ 115,000.00	\$ 115,000.00
3.	Tank Interior Wet Full Surface Preparation, INCL Cleaning of Sediment	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 40,700.00	\$ 40,700.00	\$ 80,000.00	\$ 80,000.00	\$ 43,000.00	\$ 43,000.00	\$ 40,000.00	\$ 40,000.00	\$ 170,000.00	\$ 170,000.00	\$ 107,500.00	\$ 107,500.00
4.	Tank Interior Wet Full Recoat	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 59,500.00	\$ 59,500.00	\$ 20,000.00	\$ 20,000.00	\$ 53,400.00	\$ 53,400.00	\$ 60,000.00	\$ 60,000.00	\$ 65,000.00	\$ 65,000.00	\$ 39,100.00	\$ 39,100.00
5.	Tank Interior Dry Spot Surface Preparation	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 7,800.00	\$ 7,800.00	\$ 10,000.00	\$ 10,000.00	\$ 22,000.00	\$ 22,000.00	\$ 15,000.00	\$ 15,000.00	\$ 42,000.00	\$ 42,000.00	\$ 19,000.00	\$ 19,000.00
6.	Tank Interior Dry Spot Recoat	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 18,200.00	\$ 18,200.00	\$ 9,000.00	\$ 9,000.00	\$ 21,400.00	\$ 21,400.00	\$ 30,000.00	\$ 30,000.00	\$ 9,800.00	\$ 9,800.00	\$ 17,000.00	\$ 17,000.00
7.	Remove, Store, Reinstall, and Start Up Cathodic Protection System	1	LS	\$ 5,800.00	\$ 5,800.00	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00	\$ 7,300.00	\$ 7,300.00	\$ 20,000.00	\$ 20,000.00	\$ 9,200.00	\$ 9,200.00	\$ 10,000.00	\$ 10,000.00
8.	Full Surface Preparation and Recoat of Riser Piping	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 6,900.00	\$ 6,900.00	\$ 5,000.00	\$ 5,000.00	\$ 7,400.00	\$ 7,400.00	\$ 14,000.00	\$ 14,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
9.	Furnish and Install Pipe Insulation and Aluminum Jacket on Riser Pipe	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 12,200.00	\$ 12,200.00	\$ 8,500.00	\$ 8,500.00	\$ 12,100.00	\$ 12,100.00	\$ 10,000.00	\$ 10,000.00	\$ 8,900.00	\$ 8,900.00	\$ 12,000.00	\$ 12,000.00
10.	Seam Seal All Interior Wet Roof Plates W/Caulk	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00	\$ 3,500.00	\$ 3,500.00	\$ 12,900.00	\$ 12,900.00	\$ 6,000.00	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00	\$ 8,000.00	\$ 8,000.00
11.	Remove Existing Tank Vent and Furnish and Install New 24-IN Flanged Manway and New Failure Vent	1	LS	\$ 7,800.00	\$ 7,800.00	\$ 6,800.00	\$ 6,800.00	\$ 6,500.00	\$ 6,500.00	\$ 6,700.00	\$ 6,700.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 6,800.00	\$ 6,800.00
12.	Seal Annular Space to Interior Wet Between Access Tube and Roof	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 3,200.00	\$ 3,200.00	\$ 5,000.00	\$ 5,000.00	\$ 1,200.00	\$ 1,200.00	\$ 9,500.00	\$ 9,500.00
13.	Remove Curb on Interior Wet Man-Way and Replace W/New Steel Curb	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,200.00	\$ 3,200.00	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00
14.	Replace all Light Bulbs W/New	1	LS	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 300.00	\$ 300.00	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
15.	Regrade around Tank and Overflow Discharge to Drain	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 4,600.00	\$ 4,600.00	\$ 5,000.00	\$ 5,000.00	\$ 3,800.00	\$ 3,800.00	\$ 5,000.00	\$ 5,000.00
16.	Relocate Communication Support Away From Interior Wet Manway to Allow Full Opening of Manway	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 900.00	\$ 900.00	\$ 1,500.00	\$ 1,500.00	\$ 2,400.00	\$ 2,400.00	\$ 5,000.00	\$ 5,000.00	\$ 1,200.00	\$ 1,200.00	\$ 5,000.00	\$ 5,000.00
17.	Site Restoration	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 24,000.00	\$ 24,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,600.00	\$ 4,600.00	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 25,000.00	\$ 25,000.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 17					\$ 353,600.00		\$ 456,500.00		\$ 539,300.00		\$ 570,300.00		\$ 619,000.00		\$ 731,000.00		\$ 794,000.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 17					\$ 351,600.00		\$ 456,500.00		\$ 539,300.00		\$ 570,300.00		\$ 619,000.00		\$ 731,000.00		\$ 794,000.00

Reviewed by 

RECEIVED
 FEB - 9 2014
 VILLAGE OF WILLOWBROOK

BIDDER: Fra-Valdivia Contractors, Inc.

BID FORMS

EXECUTIVE ELEVATED TANK REHABILITATION
CONTRACT 1-2014
VILLAGE OF WILLOWBROOK, ILLINOIS

Prepared by:

STRAND ASSOCIATES, INC.®
IDFPR No. 184-001273
1170 South Houbolt Road
Joliet, IL 60431
www.strand.com

Issued for Bid
January 16, 2015



SECTION 00400

BID

EXECUTIVE TANK REHABILITATION
CONTRACT 1-2014
VILLAGE OF WILLOWBROOK, ILLINOIS

A. Table of Contents

ARTICLE 1. BID RECIPIENT
ARTICLE 2. BIDDER'S ACKNOWLEDGEMENTS
ARTICLE 3. BIDDER'S REPRESENTATIONS
ARTICLE 4. FURTHER REPRESENTATIONS
ARTICLE 5. BASIS OF BID
ARTICLE 6. TIME OF COMPLETION
ARTICLE 7. ATTACHMENTS TO THIS BID
ARTICLE 8. DEFINED TERMS
ARTICLE 9. COMMUNICATIONS
ARTICLE 10. BID SUBMITTAL

ARTICLE 1–BID RECIPIENT

1.01 Bids to be received until 10 A.M., local time, February 4, 2015.

1.02 This Bid is submitted to: Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2–BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 85 days after the Bid opening or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

2.02 Bidder will sign and deliver the required number of counterparts of the Agreement with the bonds, insurance certificates and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

ARTICLE 3–BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda (list addenda by addendum number and date), receipt of all which is hereby acknowledged:

Date:	Addendum Number:
<u>None Received</u>	<u>To Date</u>
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures if any, at the Site (except Underground Facilities) which have been identified in SC-4.02, as containing reliable "technical data" and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work for which this Bid is submitted.

ARTICLE 4--FURTHER REPRESENTATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder **has** not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and,

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the Bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of OWNER, (b) to establish bid prices at artificial noncompetitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish bid prices at artificial noncompetitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5-BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The following abbreviations may be used in this Bid:

CIP	-	Complete in Place	LF	-	Linear Foot
CY	-	Cubic Yard	LS	-	Lump Sum
DI	-	Ductile Iron	LT	-	Left
DIA	-	Diameter	MBF	-	Thousand Board Feet
EA	-	Each	MH	-	Manhole
EST	-	Estimate(d)	RCP	-	Reinforced Concrete Pipe
EXCL	-	Excluding	RT	-	Right
FT	-	Feet	SF	-	Square Foot
GAL	-	Gallon	STA	-	Station
HERCP	-	Horizontal Elliptical RCP	SY	-	Square Yard
HRS	-	Hours	T	-	Ton
IN	-	Inch	VLF	-	Vertical Linear Foot
INCL	-	Including	W/	-	With
LBS	-	Pounds	W/O	-	Without

BIDDERS SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO THIS BID OR THE BID MAY BE DECLARED IRREGULAR AS NOT BEING RESPONSIVE TO THE INSTRUCTIONS TO BIDDERS.

BID

EXECUTIVE TANK REHABILITATION
 CONTRACT 1-2014
 VILLAGE OF WILLOWBROOK, ILLINOIS

Contract award will be made based on the Computed Total Base Bid plus any Alternatives selected. The price for all Base Bid items shall be included in the Computed Total Base Bid. Alternative Bids will be added to or deducted from the Computed Total Base Bid, if they are accepted, prior to Contract award being made.

OWNER reserves the right to accept or reject any alternatives to the Computed Total Base Bid. Should OWNER wish to consider alternatives listed, Bidder may be required to provide additional information as listed in Article 6.05 of the General Conditions, prior to Notice of Award.

The following prices per item shall be for furnishing and installing the various items of material and work as specified and shown on the drawings. Bidder agrees to perform the Work as shown on the Drawings and described in the Specifications for the following listed prices. Bidder acknowledges that unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

NOTE: A price must be bid for each item in the Bid, even though the estimated quantity is zero. Unbalanced or unreasonable unit prices may cause rejection of the Bid. All words and numbers shall be in ink.

Item No.	Description	Quantity	Unit	Unit Cost	Extension
1.	Tank Exterior Full Surface Preparation, INCL Shroud	1	LS	\$ 158,000.00	\$ 158,000.00
2.	Tank Exterior Full Recoat	1	LS	\$ 50,000.00	\$ 50,000.00
3.	Tank Interior Wet Full Surface Preparation, INCL Cleaning of Sediment	1	LS	\$ 60,000.00	\$ 60,000.00
4.	Tank Interior Wet Full Recoat	1	LS	\$ 30,000.00	\$ 30,000.00
5.	Tank Interior Dry Spot Surface Preparation	1	LS	\$ 5,000.00	\$ 5,000.00
6.	Tank Interior Dry Spot Recoat	1	LS	\$ 2,000.00	\$ 2,000.00
7.	Remove, Store, Reinstall, and Start Up Cathodic Protection System	1	LS	\$ 5,800.00	\$ 5,800.00
8.	Full Surface Preparation and Recoat of Riser Piping	1	LS	\$ 10,000.00	\$ 10,000.00
9.	Furnish and Install Pipe Insulation and Aluminum Jacket on Riser Pipe	1	LS	\$ 5,000.00	\$ 5,000.00
10.	Seam Seal All Interior Wet Roof Plates W/Caulk	1	LS	\$ 2,000.00	\$ 2,000.00
11.	Remove Existing Tank Vent and Furnish and Install New 24-IN Flanged Manway and New Fallsafe Vent	1	LS	\$ 7,800.00	\$ 7,800.00

Item No.	Description	Quantity	Unit	Unit Cost	Extension
12.	Seal Annular Space to Interior Wet Between Access Tube and Roof	1	LS	\$ 2,000. ⁰⁰	\$ 2,000. ⁰⁰
13.	Remove Curb on Interior Wet Man-Way and Replace W/New Steel Curb	1	LS	\$ 3,500. ⁰⁰	\$ 3,500. ⁰⁰
14.	Replace all Light Bulbs W/New	1	LS	\$ 500. ⁰⁰	\$ 500. ⁰⁰
15.	Regrade around Tank and Overflow Discharge to Drain	1	LS	\$ 2,000. ⁰⁰	\$ 2,000. ⁰⁰
16.	Relocate Communication Support Away From Interior Wet Manway to Allow Full Opening of Manway	1	LS	\$ 3,000. ⁰⁰	\$ 3,000. ⁰⁰
17.	Site Restoration	1	LS	\$ 5,000. ⁰⁰	\$ 5,000. ⁰⁰

COMPUTED TOTAL BASE BID CONTRACT 1-2014 (ITEMS 1 THROUGH 17)

Three Hundred Fifty one Thousand Dollars \$ 351,600.⁰⁰
 (Words) (Numbers)
 Six Hundred Dollars

BID ALTERNATIVES

BID ALTERNATIVE NO. 1:

CONTRACTOR shall include in the cost of the Bid Alternative ALL work associated with providing the scope listed below.

The price of \$ 5,000.⁰⁰ shall be (~~deducted from~~) or (added to) (~~strike one~~) the Computed Total Bid if OWNER elects to have CONTRACTOR recoat the exterior of the tank with a three-coat exterior coating system with HydroFlon Finish coat, or equivalent, in lieu of Base Bid Four-Coat exterior coating system, as indicated in the Drawings and Specifications.

ARTICLE 6-TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete on or before October 31, 2015, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before November 30, 2015.

Milestone 1 CONTRACTOR shall not commence construction until May 1, 2015.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7-ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of 10% in the
(Bond or Certified Check)
amount of 10% of Bid Amount Dollars
(\$ _____) as required by the Instructions to Bidders.
- B. Bidder's Certification.
- C. Non-Collusion and Certification Statement.

ARTICLE 8-DEFINED TERMS

8.01 The terms used in this Bid with initial or all capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9-COMMUNICATIONS

9.01 Communications concerning this Bid shall be addressed to the address of Bidder indicated below:

Name: Jose G. Valdivia
 Street: 11909 South Avenue O
 City, State, Zip Code: Chicago, IL 60617
 Phone No.: 773-721-9350 Fax No.: 773-721-8027
 E-mail address: ajbairaktaris@eravaldivia.com

ARTICLE 10-BID SUBMITTAL

Submitted on February 4, 2015

State Contractor License Number * (if applicable).

* See Attached

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____
Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner-attach evidence of authority to sign)

Name (typed or printed): _____
Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

A Corporation

Corporation Name: Era-Valdivia Contracting (SEAL)

State of Incorporation: Illinois

Type (General Business, Professional, Service, Limited Liability): General

By: Jose G. Valdivia
(Signature-attach evidence of authority to sign)

Name (typed or printed): Jose G. Valdivia

Title: President (CORPORATE SEAL)

Attest: [Signature]
(Signature of Corporate Secretary)

Business address: 11909 South Avenue O

Phone No.: 773-721-0935 Fax No.: 773-721-8027

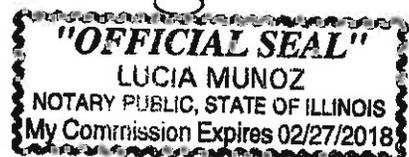
E-mail address: general@esavaldivia.com

Date of Qualification to do business in (State where the Project is located) is 3/1987

Sworn and subscribed to before me this 4th day of February, 2015

Notary Public or Other Officer
Authorized to Administer Oaths.
My Commission expires: 2-27-18

[Signature]



A Limited Liability Company (Note: If member-managed, an authorized member must sign; if manager-managed, the authorized manager must sign. Attach evidence of authority to sign on behalf of LLC).

(Fill in complete name of LLC)

State of Formation: _____

By: _____
(Signature)

_____, [Member] [Manager]
(Print Name)

Business Address: _____

Telephone.: _____

Email: _____

Fax: _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner-attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner-attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Phone No., Fax No., and postal and E-mail address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Sworn and subscribed to before me this
_____ day of _____, _____

Notary Public or Other Officer
Authorized to Administer Oaths.
My Commission expires: _____

END OF SECTION

SECTION 00430

10% BID BOND

BIDDER (Name and Address):

Era Valdivia Contractors, Inc.

11909 South Avenue O

Chicago, IL 60617

SURETY (Name and Address of Principal Place of Business):

Great American Insurance Company

301 E. 4th Street

Cincinnati, OH 45202-4201

OWNER (Name and Address):

Village of Willowbrook

7760 Quincy Street

Willowbrook, IL 60527

BID:

BID DUE DATE: 2/4/2015

PROJECT (Brief Description Including Location):

Executive Elevated Tank Rehabilitation

Contract 1-2012

BOND:

BOND NUMBER: N/A

DATE: (Not later than Bid Due Date): 2/4/2015

PENAL SUM: Ten Percent of the Amount Bid (10%)

Surety and Bidder, intending to be legally bound hereby, subject to the terms hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

SURETY

Great American Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

[Signature]
Signature and Title
(Attach Power of Attorney)

Attest:

[Signature]
Signature and Title

BIDDER

Era Valdivia Contractors, Inc.

Bidder's Name and Corporate Seal (Seal)

By:

[Signature]
Signature and Title
Amy E. Callahan, Attorney-In-Fact

Attest:

[Signature]
Signature and Title
CPA

Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond. Payment of penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by OWNER, or
 - 3.3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced in the Circuit Court of DuPage County, Illinois.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage prepaid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWO

No. 0 20484

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PETER S. FORKER	ALL OF	ALL
AMY CALLAHAN	ARLINGTON HEIGHTS, ILLINOIS	\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31ST day of JANUARY, 2014



My L C B
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 31ST day of JANUARY, 2014, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Shelle Clontz
Notary Public, State of Ohio
My Commission Expires 08-09-2015

Shelle Clontz

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 4th day of February, 2015.



My L C B
Assistant Secretary

BIDDER'S CERTIFICATION

I, Jose G. Valdivia (Individual having been duly sworn on oath), do depose and state that I presently reside at 9730 South Marquette St, Chicago (Address), and that I am the duly authorized principal, officer or agent of Era-Valdivia Contractors, Inc. (Name of CONTRACTOR) and do hereby certify to OWNER, its Commissioners, officers and employees that neither I nor Era-Valdivia Contractors, Inc. (Name of CONTRACTOR) are barred from bidding on the contract for which this bid is being submitted, as a result of violation of either Section 33E-3 ("Bid-rigging") or Section 33E-4 ("Bid-rotating") of Article 33E of the Criminal Code of 1961 of the State of Illinois approved July 28, 1961, as amended.

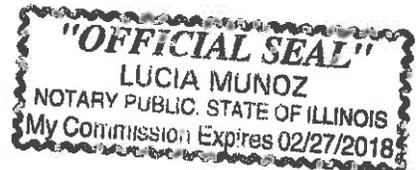
J. G. Valdivia

(Individually and on behalf of CONTRACTOR)

Sworn and subscribed to before me this 4th day of February, 2015

Notary Public or Other Officer
Authorized to Administer Oaths.
My Commission expires: 2-27-18

Lucia Munoz



NON-COLLUSION AND CERTIFICATION STATEMENT

1. By submission of the Bid, each Bidder and, in the case of a joint Bid, each party to the joint Bid certifies as to his or her own organization, that in connection with the Bid:

a. The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other bidder or with any competitor;

b. Unless otherwise required by law, the prices quoted in the Bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to Bid opening; and

c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or withhold a Bid for the purpose of restricting competition. Also, each Bidder shall submit a certification regarding compliance with Article 33 E-11 of the Illinois Criminal Code of 1961 [720 ILCS 5/33 E-11]; and

2. Each person signing the Bid shall certify that (check one):

He/she is the person in the Bidder's organization responsible for the decision as to the prices being bid and that he/she has not participated, and will not participate, in any action contrary to 1.a. through 1.c.; or

He/she is not the person in the Bidder's organization responsible for the decision as to the prices being bid but that he/she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to 1.a. through 1.c., and as their agent shall so certify. He/She shall also certify that he/she has not participated, and will not participate, in any action contrary to 1.a. through 1.c.

J. G. Valdivia

2-4-2015

Signature of Authorized Representative

Date

Jorge G. Valdivia, President

Typed Name and Title of Authorized Representative

Sworn and subscribed to before me this 4th day of February, 2015

Notary Public or Other Officer
Authorized to Administer Oaths.
My Commission expires: 2-27-18

Lucia



CITY OF CHICAGO

LICENSE CERTIFICATE

NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

NAME: ERA - VALDIVIA CONTRACTORS, INC.

PRINTED ON:
05/28/2014

DBA:
AT: ERA Valdivia Contractors
11909 S. AVENUE O
CHICAGO, IL 60617
1

LICENSE NO.: 2216648

CODE: 4404

FEE: \$****250.00

LICENSE: Regulated Business License

Includes: Hazmat

PRESIDENT: JOSE G. VALDIVIA
SECRETARY: SAUL VALDIVIA

This license is a privilege granted and not a property right. This license is the property of the City of Chicago.

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREOF, AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF.

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF
THIS 15 DAY OF JULY, 2014

EXPIRATION DATE: July 15, 2016

ATTEST:



Rahm Emanuel
MAYOR

Suzanne Mendez
CITY CLERK

ACCOUNT NO. 52727 SITE: 3
TRANS NO.



THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.



Illinois Department of PUBLIC HEALTH EH103377

LICENSE PERMIT CERTIFICATION REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

**DIVISION OF ENVIRONMENTAL HEALTH
LEAD PROGRAM**

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
5/31/2015	5317	L-0026

Era-Valdivia Contractors, Inc.

**LEAD ABATEMENT
CONTRACTOR LICENSE**

05/28/2014

Era-Valdivia Contractors, Inc.

11909 S. Avenue O

Chicago, IL 60617

The face of this license has a colored background. Printed by Authority of the State of Illinois • 9/05

← DISPLAY THIS PART IN A
CONSPICUOUS PLACE

Era-Valdivia Contractors, Inc.

11909 S. Avenue O

Chicago, IL 60617

FEE RECEIPT NO.

Protecting Our Water Environment

BOARD OF COMMISSIONERS

Barbara J. McGowan
Acting President
Mariyana T. Spyropoulos
Chairman of Finance
Michael A. Alvarez
Frank Avila
Timothy Bradford
Cynthia M. Santos
Debra Shore
Kari K. Steele
Patrick D. Thompson

Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET CHICAGO, ILLINOIS 60611-3154 312.751.5600

December 22, 2014

Mr. Jose Valdivia, President
Era-Valdivia Contractors, Inc.
11909 South Avenue O
Chicago, IL 60617

Dear Mr. Valdivia:

Vendor Number 5001907

We are in receipt of your City of Chicago material as a MBE, WBE or SBE.

The result of our review concludes that **Era-Valdivia Contractors, Inc.** is certified at this time as a MBE eligible to fulfill MBE requirements on Metropolitan Water Reclamation District of Greater Chicago ("District") contracts. Your firm is certified as of **December 22, 2014**.

It is your firm's obligation to apply for re-certification no later than **January 1, 2016**. Recertification may be revoked if it is determined that your firm is involved in bidding irregularities, contract fraud or misrepresentation of your firm's MBE, WBE or SBE status. *An additional in-depth review will be made if your company is listed as a MBE, WBE or SBE bid document to fulfill Affirmative Action goals at the District.*

Your firm will be listed in the on-line edition of the District's Vendor Directory (MWRD.org - "Search Vendor List"). Your specialty area will be shown as:

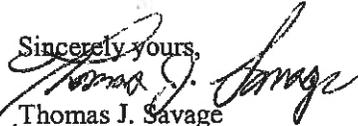
Residential Construction, Single-Family, General Constructors; Addition, Alteration and Renovation, General Contractors, Industrial Building (except warehouses); Addition, Alteration and Renovation General Contractors, Commercial and Institutional Building; Construction Management, Water and Sewer Line; Water System Storage Tank and Tower Construction; Water Treatment Plant Construction; Asphalt Paving (i.e., Highway, Road, Street, Public Sidewalk); Construction Management, Highway, Road, Street and Bridge; Curbs and Street Gutters, Highway, Road and Street; Construction; Painting Traffic Lanes or Parking Lots; Parking Lot Marking and Line Painting; Repair, Highway, Road, Street, Bridge or Airport Runway; Resurfacing Highway, Road, Street, Bridge or Airport Runway; Environmental Remediation Services; Lead Paint Abatement Services; Lead Paint Removal Contractors; Site Remediation Services

As a certified MBE, WBE or SBE it is your obligation to promptly notify this office in writing of any changes or circumstances that affect your ability to meet ownership, size requirements and/or control of your firm. The notice must take the form of a notarized affidavit sworn to by the owner and provided within 30 days of the change. The District reserves the right to commence actions to revoke your firm's certification if this notification is not made.

Illinois law requires that all corporations secure a Certification of Authority from the Illinois Secretary of State prior to doing business in the State.

If you have any questions regarding MBE, WBE or SBE Certification or District business opportunities, please contact **Eddie Amin-Rasul**, Compliance Officer at **312-751-4037**.

Sincerely yours,


Thomas J. Savage
Diversity Administrator



Illinois Department of Transportation

Certificate of Eligibility

Contractor No 1604

ERA Valdivia Contractors, Inc.
11909 South Avenue O Chicago, IL 60617

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED _____ UNLIMITED

010	STRUCTURE REPAIR	\$150,000
017	CONCRETE CONSTRUCTION	\$350,000
018	LANDSCAPING	\$75,000
022	FENCING	\$25,000
025	PAINTING	\$25,650,000
034	DEMOLITION	\$75,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/6/2014 TO 4/30/2015 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 5/6/2014.

Jim Bell

Interim Engineer of Construction

**CONSENT OF SOLE SHAREHOLDER AND SOLE DIRECTOR
OF
ERA VALDIVIA CONTACTORS, INC.**

The undersigned, being the sole shareholder and sole director of ERA VALDIVIA CONTRACTORS, INC., an Illinois corporation, does hereby consent and agree to the following resolutions pursuant to Sections 7.10 and 8.45 of the Business Corporation Act of 1983 of the State of Illinois, as amended:

RESOLVED: That the following person is hereby nominated and elected sole director of the corporation, to serve in accordance with the bylaws of the corporation, until the next annual meeting of the sole stockholder or until his successor is elected and shall have qualified:

Jose Guadalupe Valdivia.

RESOLVED: That the following persons are hereby nominated and elected to the offices set forth opposite their respective names, to serve in accordance with the bylaws of the corporation, until the next annual meeting of the sole director or until their successors are elected and shall have qualified, or until their earlier resignation or removal:

Jose Guadalupe Valdivia	-	President
Abel Valdivia	-	Vice President
Saul Valdivia	-	Secretary and Treasurer.

RESOLVED: That the following person is hereby authorized, directed and empowered, on behalf of Era Valdivia Contractors, Inc to execute the contract and any and all contract modifications or documentation in connection with The Illinois State Toll Highway Authority's Contract No. RR-13-5688
Jose Guadalupe Valdivia

FURTHER RESOLVED: That all action taken by the sole director and officers of the corporation since the last annual meeting of the sole stockholder and sole director in conducting the ordinary and legitimate corporate and business affairs of the corporation are hereby ratified, confirmed, approved and adopted as the action of the corporation.

Dated as of February 24, 2014.



Jose Guadalupe Valdivia
Being sole shareholder and
sole director of the corporation



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

February 6, 2015

Mr. Jose G. Valdivia, President
Era-Valdivia Contractors, Inc.
11909 South Avenue O
Chicago, IL 60617

Re: Executive Tank Rehabilitation
Contract No. 1-2014
Village of Willowbrook

Dear Mr. Valdivia:

On February 4, 2015, Bids were received for the above-referenced project. Your firm is the apparent low Bidder.

The Engineer's Computed Total Base Bid for this project is \$353,600. Please provide acknowledgement in writing that you agree to this computed total. The bid tab is attached for your convenience.

We have enclosed a sample of the Acord Certificate of Liability Insurance. Please forward this sample to your insurance carrier and have them review promptly. Please forward any questions regarding insurance as soon as possible to expedite processing of the policies. Note that the insurance certificate often omits naming OWNER and ENGINEER as additional insureds, omits specified endorsements, and/or does not include the required umbrella policy. In addition, all completed operations insurance shall remain in effect for at least two years after final payment. Please bring these items to your insurance carrier's attention.

Sincerely,

STRAND ASSOCIATES, INC.®

Timothy J. Scholz, P.E.

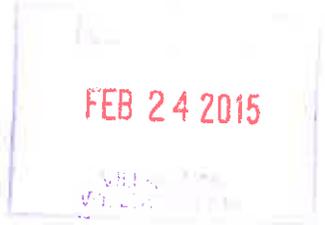
Enclosures

c: Timothy Halik, Village Administrator



Era Valdivia Contractors, Inc.
 11909 S. Avenue O
 Chicago, IL 60617
 PH (773) 721-9350 FAX (773) 721-8027

FAX TRANSMITTAL SHEET



DATE: 2-10-15

TO: Timothy Scholz

COMPANY: Strand Associates

Fax #: 815-744-4215

From: Jose G. Valdivia

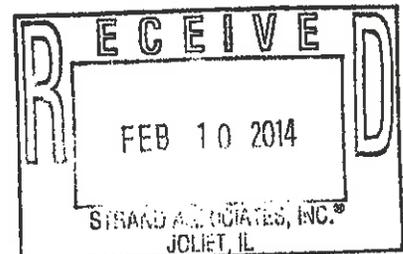
REFERENCE: ERA Valdivia Jobsite Report

NUMBER OF PAGES 3 INCLUDING COVER SHEET

Mr. Scholz

I am sending the acknowledgement letter of our agreement with the computed total. If you have any questions or need any further documentation contact me at 773-721-9350.

Thank you,
Jose Valdivia



If you have problems receiving this transmission, please call (773) 721-9350.

**Strand Associates, Inc.***

1170 South Hobart Road

Joliet, IL 60431

(815 744-4200

(815 744-4215

February 6, 2015

Mr. Jose G. Valdivia, President
Era-Valdivia Contractors, Inc.
11909 South Avenue O
Chicago, IL 60517

Re: Executive Tank Rehabilitation
Contract No. 1-2014
Village of Willowbrook

Dear Mr. Valdivia:

On February 4, 2015, Bids were received for the above-referenced project. Your firm is the apparent low Bidder.

The Engineer's Computed Total Base Bid for this project is \$353,600. Please provide acknowledgement in writing that you agree to this computed total. The bid tab is attached for your convenience.

We have enclosed a sample of the Acord Certificate of Liability Insurance. Please forward this sample to your insurance carrier and have them review promptly. Please forward any questions regarding insurance as soon as possible to expedite processing of the policies. Note that the insurance certificate often omits naming OWNER and ENGINEER as additional insureds, omits specified endorsements, and/or does not include the required umbrella policy. In addition, all completed operations insurance shall remain in effect for at least two years after final payment. Please bring these items to your insurance carrier's attention.

Sincerely,

STRAND ASSOCIATES, INC.⁰⁰

Timothy J. Scholz, P.E.

Enclosures

c: Timothy Halik, Village Administrator



11909 South Avenue 0
Chicago, Illinois 60617
TEL: (773) 721-9350
FAX: (773) 721-8027

FEB 24 2015

February 9, 2015

Strand Associates, Inc.
1170 South Houbolt Road
Joliet, IL 60431

Re: Executive Tank Rehabilitation – Price Confirmation

Attn: Mr. Timothy J. Scholz, P.E.

Dear Mr. Scholz:

Era Valdivia Contractors, Inc., as the read low base bid contractor for the .500 MGL Spheroid Executive Tank, hereby confirms our bid tabulation of \$353,600.00 to Strand Associates, Inc. and to the Village of Willowbrook.

Sincerely,
Era Valdivia Contractors Inc,

Jose G. Valdivia
President

CC: EVC / File – Contract No. 1-2014

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

AGENDA ITEM DESCRIPTION

**DISCUSSION –
BID RESULTS: LED STREETLIGHT REPLACEMENT PROJECT**

COMMITTEE REVIEW

- Finance/Administration
 Municipal Services
 Public Safety

Meeting Date:
March 9, 2015

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

BACKGROUND

On January 12, 2015, the Municipal Services Committee authorized staff to complete a public bid process to solicit proposals for an LED Streetlight Conversion Project. This project was made possible through an Illinois DCEO grant the Village received in the amount of \$92,000. The scope of work of this contract includes the replacement of sixty-four (64) antiquated cobra-head streetlight fixtures with new LED technology. The public bid notice was published in the *Suburban Life* newspaper on January 16, 2015. The deadline to submit completed bids was Wednesday, February 4th by 10:30 AM, at which time bids were opened. The following is a summary of the five (5) bids received:

VENDOR	BASE BID AMOUNT (G.E. Evolve Luminaire)	ALTERNATE BID AMOUNT (Cree XSP 2 Luminaire)
Utility Dynamics	\$43,700.00	\$36,781.00
Rag's Electric	\$48,264.00	\$46,792.00
Lyons/Pinner Electric	\$51,685.00	\$48,982.00
Meade Electric	\$55,340.00	\$48,940.00
Elmund & Nelson	\$69,560.00	\$68,600.00

Utility Dynamics is a newer vendor that has offered the lowest bid prices in various recent public streetlight projects. Our consulting engineer is familiar with the company and their work. The bid price received for the Cree model fixtures of \$36,781.00 represents an average cost per fixture of \$575.00, as compared to the engineer's bid estimate of \$1,000.00 per fixture.

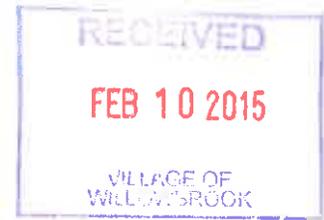
As mentioned above, this project includes the replacement of 64 out of a total of 222 streetlights in town. Attached is a summary of the LED streetlights costs to complete all fixtures throughout town, using the remainder of the DCEO grant proceeds. The estimated cost to the Village to complete all fixtures using this bid price would be \$46,131.00. This potential project will be presented as a discretionary spending item for the Board's consideration at the FY 2015/16 Budget Workshop on March 16, 2015.

STAFF RECOMMENDATION

Staff would recommend that the alternate bid submitted by Utility Dynamics be accepted. If the Committee agrees, this item will be included on the Board's agenda for their meeting on March 23, 2015.

LED Streetlight Project Estimates

DCEO Grant Funding	\$ 92,000.00
Willowbrook Fixtures per CBBEL Inventory	222
Current Project: Bid on 02/04/15	
CBBEL Inventory/Bid Document	\$ 10,500.00
Utility Dynamics (64 Fixtures)	\$ 36,781.00
DCEO Grant Funding Remaining	\$ 44,719.00
Future Project: FY 2015/16	
Fixtures Remaining	158
Cost per Fixture (Utility Dynamics Bid)	\$ 575.00
Estimated Cost of Remaining Fixtures	\$ 90,850.00
Minus Remaining DCEO Grant Funding	\$ 44,719.00
Estimated Cost to the Village to Complete the Remainder of Willowbrook Fixtures	\$ 46,131.00



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

February 6, 2015

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

Attention: Mr. Tim Halik
Village Administrator

Subject: LED Street Lighting Replacement Project
Evaluation of Bid Proposals
(CBBEL Project No. 14-0489)

Dear Mr. Halik:

Five bids for the LED Street Lighting Replacement Project were received and opened at the Village Hall on February 4, 2015 at 10:30 a.m. Christopher B. Burke Engineering, Ltd.'s (CBBEL) evaluation of the Bid Proposals is contained herein.

EVALUATION OF BID PROPOSALS

The proposals range from \$43,700.00 to \$69,560.00 for the Base Bid (GE Evolve Luminaire) and \$36,781.00 to \$68,600.00 for the Alternate Bid (Cree XSP 2 Luminaire). A Bid Tabulation is attached for your information. The bids are summarized as follows:

Contractor	Base Bid (GE Evolve ERS 2 Series Luminaire)	Alternate Bid (Cree XSP 2 Series Luminaire)
Utility Dynamics	\$43,700.00	\$36,781.00
Rags Electric	\$48,264.00	\$46,792.00
Lyons/Pinner Electric	\$51,685.00	\$48,982.00
Meade Electric	\$55,340.00	\$48,940.00
Elmund & Nelson	\$69,560.00	\$68,600.00
<i>Engineer's Estimate</i>	\$64,000.00	\$64,000.00

A bid evaluation of the three lowest bids received was performed. The following describes the discrepancies that were identified during our review. Our comments are as follows:

Utility Dynamics

1. No discrepancies were found.

Rags Electric

1. The Contractor did not include their IDOT Certificate of Eligibility to perform electrical work on the project.

Lyons/Pinner Electric

1. No discrepancies were found.

GENERAL COMMENTS

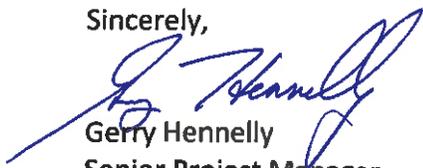
- All Bidders provided required Bid Bonds.
- All Bidders acknowledged Addendum No. 1.

RECOMMENDATIONS

Based on the above and reference checks CBBEL performed on the three lowest responsive bidders for previous performance and experience, CBBEL recommends that a contract be awarded for the Alternate Bid (Cree XSP 2 Luminaires) to Utility Dynamics, who was the lowest responsible bidder based on the submitted price for the Alternate Bid, for their proposal in the amount of \$36,781.00.

If you have any questions, please do not hesitate to contact me.

Sincerely,


Gerry Hennelly
Senior Project Manager

GAH/pjb

Encl.: As Noted

cc: Garrett Hummel, Village of Willowbrook
Dan Lynch, CBBEL

N WILLOWBROOK\140489\ADMIN\L1.020615.docx

Bid Tabulation for Bids Opened on February 4, 2015 @ 10:30 AM

BASE BID			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY
01 50 00/01	TRAFFIC CONTROL AND PROTECTION, STANDARD 701301	LS	1
01 50 00/02	TRAFFIC CONTROL AND PROTECTION, STANDARD 701427	LS	1
26 56 00	LED ROADWAY LUMINAIRE GE EVOLVE ERS 2 SERIES	EA	64
26 56 40	REMOVAL OF LUMINAIRE	EA	64
26 56 50	REMOVE AND REPLACE EXISTING POLE WIRE, 1/C #10	FT	2000
00 21 13 / 00 60 50	BONDS AND INSURANCE	LS	1
TOTAL BASE BID PRICE			

ALTERNATE BID			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY
01 50 00/01	TRAFFIC CONTROL AND PROTECTION, STANDARD 701301	LS	1
01 50 00/02	TRAFFIC CONTROL AND PROTECTION, STANDARD 701427	LS	1
26 56 00	LED ROADWAY LUMINAIRE CREE XSP 2 SERIES	EA	64
26 56 40	REMOVAL OF LUMINAIRE	EA	64
26 56 50	REMOVE AND REPLACE EXISTING POLE WIRE, 1/C #10	FT	2000
00 21 13 / 00 60 50	BONDS AND INSURANCE	LS	1
TOTAL ALTERNATE BID PRICE			

ENGINEER'S ESTIMATE		Utility Dynamics		Rag's Electric		Lyons Electric	
UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
\$ -	\$ -	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 287.50	\$ 287.50
\$ -	\$ -	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 289.36	\$ 289.36
\$ -	\$ -	\$ 565.00	\$ 36,160.00	\$ 600.00	\$ 38,400.00	\$ 730.14	\$ 46,728.96
\$ -	\$ -	\$ 30.00	\$ 1,920.00	\$ 29.75	\$ 1,904.00	\$ 15.70	\$ 1,004.80
\$ -	\$ -	\$ 1.85	\$ 3,700.00	\$ 2.88	\$ 5,760.00	\$ 1.39	\$ 2,780.00
\$ -	\$ -	\$ 1,270.00	\$ 1,270.00	\$ 1,200.00	\$ 1,200.00	\$ 594.38	\$ 594.38
\$ 64,000.00		\$ 43,700.00		\$ 48,264.00		\$ 51,685.00	

ENGINEER'S ESTIMATE		Utility Dynamics		Rag's Electric		Lyons Electric	
UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
\$ -	\$ -	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 287.51	\$ 287.51
\$ -	\$ -	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 285.92	\$ 285.92
\$ -	\$ -	\$ 460.00	\$ 29,440.00	\$ 577.00	\$ 36,928.00	\$ 689.17	\$ 44,106.88
\$ -	\$ -	\$ 30.00	\$ 1,920.00	\$ 29.75	\$ 1,904.00	\$ 15.60	\$ 998.40
\$ -	\$ -	\$ 1.85	\$ 3,700.00	\$ 2.88	\$ 5,760.00	\$ 1.37	\$ 2,740.00
\$ -	\$ -	\$ 1,071.00	\$ 1,071.00	\$ 1,200.00	\$ 1,200.00	\$ 563.29	\$ 563.29
\$ 64,000.00		\$ 36,781.00		\$ 46,792.00		\$ 48,982.00	

BASE BID			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY
01 50 00/01	TRAFFIC CONTROL AND PROTECTION, STANDARD 701301	LS	1
01 50 00/02	TRAFFIC CONTROL AND PROTECTION, STANDARD 701427	LS	1
26 56 00	LED ROADWAY LUMINAIRE GE EVOLVE ERS 2 SERIES	EA	64
26 56 40	REMOVAL OF LUMINAIRE	EA	64
26 56 50	REMOVE AND REPLACE EXISTING POLE WIRE, 1/C #10	FT	2000
00 21 13 / 00 60 50	BONDS AND INSURANCE	LS	1
TOTAL BASE BID PRICE			

ALTERNATE BID			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY
01 50 00/01	TRAFFIC CONTROL AND PROTECTION, STANDARD 701301	LS	1
01 50 00/02	TRAFFIC CONTROL AND PROTECTION, STANDARD 701427	LS	1
26 56 00	LED ROADWAY LUMINAIRE CREE XSP 2 SERIES	EA	64
26 56 40	REMOVAL OF LUMINAIRE	EA	64
26 56 50	REMOVE AND REPLACE EXISTING POLE WIRE, 1/C #10	FT	2000
00 21 13 / 00 60 50	BONDS AND INSURANCE	LS	1
TOTAL ALTERNATE BID PRICE			

Meade Electric		Elmund & Nelson		Lumquest		John Burns Construction	
UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	NO BID SUBMITTED		NO BID SUBMITTED	
\$ 750.00	\$ 750.00	\$ 2,000.00	\$ 2,000.00				
\$ 630.00	\$ 40,320.00	\$ 750.00	\$ 48,000.00				
\$ 30.00	\$ 1,920.00	\$ 40.00	\$ 2,560.00				
\$ 5.50	\$ 11,000.00	\$ 7.00	\$ 14,000.00				
\$ 600.00	\$ 600.00	\$ 2,000.00	\$ 2,000.00				
\$ 55,340.00		\$ 69,560.00		\$ -		\$ -	

Meade Electric		Elmund & Nelson		Lumquest		John Burns Construction	
UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	NO BID SUBMITTED		NO BID SUBMITTED	
\$ 750.00	\$ 750.00	\$ 2,000.00	\$ 2,000.00				
\$ 530.00	\$ 33,920.00	\$ 735.00	\$ 47,040.00				
\$ 30.00	\$ 1,920.00	\$ 40.00	\$ 2,560.00				
\$ 5.50	\$ 11,000.00	\$ 7.00	\$ 14,000.00				
\$ 600.00	\$ 600.00	\$ 2,000.00	\$ 2,000.00				
\$ 48,940.00		\$ 68,600.00		\$ -		\$ -	

BID FORM

SECTION 00 41 00

TO: VILLAGE OF WILLOWBROOK
7760 QUINCY STREET
WILLOWBROOK, IL 60527

PROJECT: LED STREET LIGHTING REPLACEMENT CONTRACT

ACKNOWLEDGMENTS: The undersigned has received the Contract Documents entitled: "LED Street Lighting Replacement Contract" and the following addenda to these documents:

Addendum No. <u> 1 </u>	Dated <u> 01/28/15 </u>
Addendum No. <u> </u>	Dated <u> </u>
Addendum No. <u> </u>	Dated <u> </u>
Addendum No. <u> </u>	Dated <u> </u>

All provisions of the Contract Documents and the addenda have been included in the Bid submitted by the undersigned. The undersigned has carefully examined all of the Contract Documents and the sites and submits the following Bid:

AGREEMENT: In submitting this Bid, the undersigned agrees and/or understands:

1. Bids are to be held for 45 days with a "Notice of Award" expected to be issued to the apparent successful Bidder within 45 days after the Bid opening.
2. The prices in this Bid have been arrived at independently, without consultation, communication or agreement, as to any matter relating to such prices with any other Bidder or with any competitor and this Bid is in all respects fair and without collusion or fraud. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed and will not knowingly be disclosed prior to opening directly or indirectly to any other Bidder or to any competitor. No attempt has been made nor will be made by the undersigned to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
3. To enter into and execute the Contract and furnish the properly executed bonds and insurance certificates within the time and with the forms and in the amounts required by the Contract Documents if the award is made to the undersigned.
4. To accomplish the Work strictly in accordance with the Contract Documents.
5. To complete all Work within the time periods shown in the Contract Documents and after Notice to Proceed is received. The Bidder, in submitting a Bid offer, accepts the specified Contract Time for performing the Work. Completion of Work shall be in accordance with the phased construction schedule.
6. The undersigned warrants that he/she has carefully examined the sites of the Work and all Contract Documents, that he/she is fully aware and knows of the character of the material, that he/she is fully satisfied as to the conditions to be encountered overhead, on the surface and in the spaces, and of the character, quality and quantities of Work to be performed and materials to be furnished, and the requirements of the Contract Documents. Furthermore, the undersigned has based the within Contract prices on his/her own independent examination in performing the Work and has not relied upon any information furnished to him/her by the Owner, any agent, servant or employee of the Owner. The undersigned agrees to assume all risks arising from any deficiencies in the Drawings, Specifications, or other Contract Documents and will make no claim against the Owner because of any such alleged deficiency or alleged breach of warranty by the Owner. The undersigned further assumes all risks of any unforeseen conditions to be incurred in performing the Work, either overhead, on the surface, or in spaces, and has taken these risks into consideration in preparing his/her Bid. The undersigned further warrants that he/she will perform such additional and/or corrective Work as may be required in order to insure that the Work performs its intended function satisfactorily, for the prices set forth in his/her Bid and at no additional cost to the Owner.

BID FORM

7. Before submitting this Bid, the undersigned confirms that he/she has available the equipment, forces and materials necessary to perform the Work and made all necessary arrangements to insure that such equipment and materials be delivered to the site at such time as will enable him/her to perform all obligations of the Contract within the Construction Time herein stated. Furthermore, the undersigned also confirms that he/she has contacted the manufacturers and/or suppliers of the equipment and materials necessary to perform the Work and made all necessary arrangements to insure that such equipment and materials be delivered to the site at such time as will enable him/her to perform all obligations of the Contract within the Construction Time herein stated.
8. Accompanying this Bid is a Bid Security complying with the provisions herein stated.
9. If this Bid is accepted and the undersigned fails to execute a contract and provide the bonds and certificate of insurance, as required, it is hereby agreed that the Bid Security shall be forfeited to the **Owner**, not as a penalty, but as liquidated damages.
10. Each pay item listed in the Bid Schedule and in the Schedule of Prices shall have a unit price or lump sum price and a total price.
11. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
12. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
13. A Bid will be declared unacceptable if neither a unit price nor a total price is shown.
14. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the **State of Illinois**, nor has the firm made an omission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of the State laws prohibiting Bid-rigging or Bid-rotating.

NOTE: Bidders shall submit a price for each item in the Bid Schedule and in the Schedule of Prices. Failure to do so may result in rejection of the Bid. The completed Schedule of Prices shall accompany the Bid.

BID FORM

BID SCHEDULE:

The undersigned, having carefully examined all of the Contract Documents for **LED Street Lighting Replacement Contract** as well as the site of the Work and all conditions affecting the Work, including adjacent surroundings, shall furnish all services, labor, equipment and materials necessary and to complete all the Work for the prices set forth in the following Schedule of Prices:

BASE BID

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
UNIT PRICE ITEMS FOR LED STREET LIGHTING REPLACEMENT CONTRACT					
01 50 00/01	Traffic Control and Protection, Standard 701301	1	LSUM	\$ 250.00	\$ 250.00
01 50 00/02	Traffic Control and Protection, Standard 701427	1	LSUM	\$ 400.00	\$ 400.00
26 56 00	LED Roadway Luminaire GE Evolve ERS 2 Series	64	EACH	\$ 565.00	\$36,160.00
26 56 40	Removal of Luminaire	64	EACH	\$ 30.00	\$ 1,920.00
26 56 50	Remove and Replace Existing Pole Wire, 1/C #10	2,000	FOOT	\$ 1.85	\$ 3,700.00
00 21 13 / 00 60 50	Bonds and Insurance	1	LSUM	\$1,270.00	\$ 1,270.00
TOTAL BID PRICE					\$43,700.00

(FIGURES)

ALTERNATE BID

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
UNIT PRICE ITEMS FOR LED STREET LIGHTING REPLACEMENT CONTRACT					
01 50 00/01	Traffic Control and Protection, Standard 701301	1	LSUM	\$ 250.00	\$ 250.00
01 50 00/02	Traffic Control and Protection, Standard 701427	1	LSUM	\$ 400.00	\$ 400.00
26 56 00	LED Roadway Luminaire Cree XSP 2 Series	64	EACH	\$ 460.00	\$29,440.00
26 56 40	Removal of Luminaire	64	EACH	\$ 30.00	\$ 1,920.00
26 56 50	Remove and Replace Existing Pole Wire, 1/C #10	2,000	FOOT	\$ 1.85	\$ 3,700.00
00 21 13 / 00 60 50	Bonds and Insurance	1	LSUM	\$1,071.00	\$ 1,071.00
TOTAL BID PRICE					\$36,781.00

(FIGURES)

BID FORM

EXCEPTIONS AND DEVIATIONS

The Bidder shall list herein all exceptions and deviations taken to the Contract Documents by Section and page number. (Use additional sheets if required and state number of sheets).

Exceptions and deviations taken to the Contract Documents are (check one): None (); As Stated Below ()/Sheet ___ of ___.

Section/Pg. No. Description of Exception/Deviation

NOTE: Exceptions and/or deviations taken may be cause for rejection of Bid.

BID FORM

SUBCONTRACTOR LISTING

The following list of subcontractors and class of work performed by each is submitted. Subcontractors are defined as persons, firms or corporations who supply labor and/or materials for work under this Contract.

Subcontractor

Class of Work

NONE

BID FORM

BIDDER'S EXPERIENCE/QUALIFICATIONS

The Bidder shall be pre-qualified for Electrical Work with IDOT, District 1.

To demonstrate the Bidder's experience/qualifications, the Bidder shall list herein at least three (3) similar projects equal or greater in capacity which the Bidder has successfully completed within the past five (5) years.

<u>Owner or Municipality</u>	<u>General Project Description</u>	<u>Reference Name and Phone No.</u>	<u>Year Completed</u>
Village of Phoenix	LED Lights Replacement	Linda Cole (708) 331-1456	2011
Village of Palatine	Gas Street Light Replacement	George Rupert (847) 359-9025	2011
City of Elgin	2013 LED St. Ltg. Conversion	Dan Rich (847) 931-6100	2013
Village of Hodgkins	2014 LED St. Ltg. Luminaire Conversion	Jim Cainkair (630) 887-8640	2014

Note: Bid will be considered "Non-Responsive" if the above experience listing, qualifications and requirements are not fulfilled.

BID FORM

BID CONDITIONS

It is expressly understood and agreed that quantities in the Bid Schedule for Unit Price Work Items are approximate only, and that payment on the Contract will be made only on the actual quantities of Work complete in place, measured on the basis defined in the Contract Conditions and the Contract Specifications.

The undersigned has carefully checked the above Bid Schedule against the Contract Drawings and Specifications before preparing this Bid and accepts the items listed in this Bid as substantially correct, both as to classification and amount, and as correctly listing the complete Work to be done in accordance with the Contract Drawings and Specifications.

If this Bid is accepted and the undersigned shall fail to contract as aforesaid and to give the Performance Bond and Payment Bond and to provide all insurance as required by the Contract Documents within **fifteen (15) days** after the date of the award of the Contract, the Owner may, at his/her option, determine that the Bidder has abandoned his/her Contract, and thereupon this Bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Bid shall operate and the same shall be the property of the Owner as liquidated damages.

BID SECURITY (NOT APPLICABLE)

Accompanying this Bid is a Bid Bond
in the amount of 10% of base bid Dollars (\$_____).

- Note: a. Insert the words "bond" or "cashier's check", or "certified check" as the case may be. In the case where Bid security is not required by the contract insert the words "Not Required by Contract".
- b. Amount must be equal to at least **ten percent (10%)** of the Total Bid Price. Where an Alternative(s) has been requested, the Bid Security shall be at least ten percent (10%) of the highest aggregate amount whether it be the Total Base Bid Price or the Total Alternative Bid Price.

Attach Bid Security Here

****Please see attached.****

BID SIGNATURE:

State of Illinois)
County of Kendall) ss

Joseph B. Spencer, being first duly sworn on oath deposes and says that the Bidder on the above Bid is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that his/her deponent is authorized to make them.

Joseph B. Spencer, also deposes and says that he examined and carefully prepared his/her Bid from the Contract Drawings and Specifications and has checked the same in detail before submitting this Bid, that the statements contained herein are true and correct.

BID FORM

(Fill Out Applicable Paragraph Below)

If Bidder is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____ (General Partner)

Business address: _____

Phone Number: _____

A Corporation

By Utility Dynamics Corporation
(Corporation Name)

Illinois
(State of Incorporation)

By _____ (Name of Person Authorized to Sign) Joseph B. Spencer

President
(Title)

(Corporate Seal)

Attest Philip A. Whalen (SEAL)
(Secretary) Philip A. Whalen

Business address: 23 Commerce Drive
Oswego, IL 60543

Phone Number: (630) 554-1722

END OF SECTION

BIDDER CERTIFICATION
OF COMPLIANCE OF SITE INSPECTION

SECTION 00 43 95

I Joseph B. Spencer, do hereby certify that:

1. I am President of the Utility Dynamics Corporation.
Position Firm

and have authority to execute this certification on behalf of this firm.

2. That on 01/28/15 I visited and inspected the project work site scheduled for
(Date)

improvements of this Contract

Name of Firm Utility Dynamics Corporation

Signature Joseph B. Spencer

Title President

Date 02/04/15

Corporate Seal (where appropriate)

END OF SECTION

CONTRACTOR'S CERTIFICATION

SECTION 00 43 96

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the Village of Willowbrook in entering into the contract with the Contractor. The Village of Willowbrook may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Joseph B. Spencer, hereby certify that I am the President of Utility Dynamics Corporation, and as such, hereby represent and warrant to the Village of Willowbrook, a municipal corporation that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (Proposal Rigging) or 33E-4 (Proposal Rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, the Contractor hereby represents and warrants to the Village of Willowbrook, that:

- (A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* (Drug-Free Workplace Act), will provide a drug-free workplace by:

(1) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
- b. Specifying the actions that will be taken against employees for violations of such prohibition;
- c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(2) Establishing a drug-free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the Contractor's policy of maintaining a drug-free workplace;

CONTRACTOR'S CERTIFICATION

- c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
 - (4) Notifying the Village within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (E) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
 - (F) the Contractor, at the time the Contractor submitted a Bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
 - (G) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest.
 - (H) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 2, Section 8A of the Village Code; and
 - (I) the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Section 8A of the Village Code.
 - (J) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

CONTRACTOR'S CERTIFICATION

(K) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the Village of Willowbrook in writing within seven (7) days.

Dated: February 4, 2015 Contractor: Utility Dynamics Corporation

By: [Signature]
Joseph B. Spencer, President
(Name of Owner or Officer) (Title or Office)

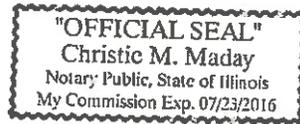
STATE OF ILLINOIS)
COUNTY OF Kendall) ss.

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Joseph B. Spencer known to me to be the President of Utility Dynamics Corporation, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: February 4, 2015

[Signature]
Notary Public

END OF SECTION



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Utility Dynamics Corporation
23 Commerce Drive Oswego, IL 60543

as Principal, hereinafter called the Principal, and Western Surety Company
801 Warrenville Road Lisle, IL 60532

a corporation duly organized under the laws of the State of SD
as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Willowbrook
7760 Quincy Street Willowbrook, IL 60527

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid
Dollars (\$ 10%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for LED Street lighting replacement contract

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of February, 2015

Philip A. Whalen
Philip A. Whalen, (Witness) Secretary

Utility Dynamics Corporation
(Principal) (Seal)
By: Joseph B. Spencer
Joseph B. Spencer, President (Title)

Sinem Aydin
Sinem Aydin (Witness)



Western Surety Company
(Surety) (Seal)
By: Kelly A. Gardner
Attorney-in-Fact Kelly A. Gardner (Title)

STATE OF Illinois

COUNTY OF DuPage

I, Melissa Schmidt Notary Public of DuPage County,

in the State of Illinois, do hereby certify that Kelly A. Gardner

Attorney-in-Fact, of the Western Surety Company

who is personally known to me to be the same person whose name is

subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Western Surety Company

for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Westmont

in said County, this 4th day of February A.D., 2015

Melissa Schmidt

Notary Public Melissa Schmidt

My Commission expires: May 14, 2016



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kelly A. Gardner , Individually

of Westmont, IL its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: Utility Dynamics Corporation
Obligee: Village of Willowbrook

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of August, 2012.



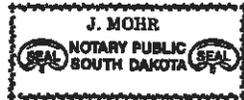
WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of August, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of February, 2015.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

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

AGENDA ITEM DESCRIPTION

DISCUSSION –

Annual Maintenance Contracts: Landscape Maintenance Contract

COMMITTEE REVIEW

- Finance/Administration
- Municipal Services
- Public Safety

Meeting Date:

March 9, 2015

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

BACKGROUND

The Village currently conducts two (2) landscape maintenance programs:

- 1) The routine mowing, trimming, landscape bed maintenance, and core aeration of Village park properties, state right-of-ways (i.e., Illinois Route 83), Village right-of-ways, and other specified facilities (e.g., public works garage, Village Hall). The vendor is awarded a contract after completion of a competitive bidding process. The last time this contract was bit was in 2007. Since that time, we have negotiated renewals with the same vendor. The current annual cost of this program is \$45,543.51.
- 2) In 2014, the Village entered into an Intergovernmental Agreement with DuPage County to perform routine turf mowing during the growing season on right-of-ways located along 63rd Street, 75th Street, Plainfield Road, and Madison Street. The Village accepted a proposal from a vendor last spring to complete this work at a cost of \$16,324.90 for the 2014 season. This cost is reimbursed to the Village by DuPage County.

REQUEST FOR FEEDBACK

Staff recommends that both of the above programs be combined into one (1) public bid to occur this spring. Attached is a DRAFT copy of the bid document for this competitive bid. The following is the proposed bid timeline:

- 3/9/15: Municipal Services Committee authorization to go out to bid
- 3/13/15: Public Bid Notice is published in the Suburban Life newspaper and on Village website
- 4/7/15 at 10:00 AM: Public Bid Opening is held at Village Hall
- 4/13/15: Bid results are shared with the Municipal Services Committee, and a contract is awarded by the Village Board

STAFF RECOMMENDATION

Authorize staff to publish a bid notice for this maintenance program and solicit bids. The bid results will then be brought back to the Committee for review and discussion.

SPECIFICATIONS AND CONTRACT DOCUMENTS
for
**LANDSCAPE MAINTENANCE SERVICES FOR PARKS, ROADSIDE RIGHTS OF
WAY, MEDIANS, AND SPECIFIED FACILITIES**

Required For Use By:

VILLAGE OF WILLOWBROOK
Willowbrook, Illinois 60527

CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE 16

**** 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: MAY 1, 2015 – APRIL 30, 2016

ACCOUNT NUMBER: _____

BID DEPOSIT: 5% of Bid Amount (See Page 4)
Certified Check, Bank Cashier's Check or Bid Bond

PERFORMANCE BOND(S) REQUIRED: Yes (See Page 4)

DRAWINGS: None

BID OPENING –
DATE/TIME/LOCATION: **10:00 AM CST April 7, 2015**
WILLOWBROOK VILLAGE HALL
835 Midway Drive
Willowbrook, Illinois 60527

Issued by: Administration Department
Village of Willowbrook, Illinois
835 Midway Drive
Willowbrook, Illinois 60527
(630) 323-8215

Timothy J. Halik
Village Administrator

Carrie Dittman
Interim Director of Finance

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, 835 Midway Drive, Willowbrook, until at the time(s) shown below, at which time they will be opened and publicly read aloud.

Bid Item: **Landscape Maintenance Services for Parks, Roadside Rights of Way, Medians, and Specified Facilities**

Bid Opening: **10:00 AM CST April 7, 2015**

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, 835 Midway Drive, 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:

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 #16
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.

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 (“Insurance Section”)

1. The successful Bidder **shall not commence work** under the contract until all insurance required herein and such insurance has been approved by both the Village of Willowbrook and the County of DuPage.
2. The successful Bidder shall maintain limits no less than:

<u>TYPE OF INSURANCE</u>	<u>MINIMUM INSURANCE COVERAGE</u>	
Commercial (Comprehensive) General Liability <table border="1"><tr><td>1. Comprehensive Form 2. Premises Operations 3. Explosion & Collapse Hazard 4. Underground Hazard 5. Products/Completed Operations Hazard 6. Contractual Liability Coverage Included 7. Broad Form Property Damage</td></tr></table>	1. Comprehensive Form 2. Premises Operations 3. Explosion & Collapse Hazard 4. Underground Hazard 5. Products/Completed Operations Hazard 6. Contractual Liability Coverage Included 7. Broad Form Property Damage	Insurance with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than two million dollars (\$2,000,000) per occurrence and one million dollars (\$1,000,000) excess liability in the annual aggregate injury/property damage.
1. Comprehensive Form 2. Premises Operations 3. Explosion & Collapse Hazard 4. Underground Hazard 5. Products/Completed Operations Hazard 6. Contractual Liability Coverage Included 7. Broad Form Property Damage		
Worker's Compensation Insurance	In the statutory amounts	
Employer's Liability Insurance	In an amount not less than one million dollars (\$1,000,000) each accident/injury and one million dollars (\$1,000,000) each employee/disease.	
Commercial (Comprehensive) Automobile Liability Insurance	With minimum limits of at least one million (\$1,000,000) dollars Combined Single Limit (Each Accident).	

The coverage limits required for **Commercial (Comprehensive) General Liability** and **Commercial (Comprehensive) Automobile Liability Insurance** may be satisfied through a combination of primary and excess coverage. No work is allowed to commence until all of the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractors; insurance including endorsements shall be provided prior to the

commencement of any work. In addition, DuPage County shall be named as a third-party beneficiary of the insurance requirements provided for in this insurance section.

The insurance required to be purchased and maintained shall be provided by an insurance company acceptable to both the Village and County of DuPage, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to both the Village and County of DuPage except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to both the Village and County of DuPage. If the insurance required is satisfied through a combination of primary and excess coverage, said excess/umbrella liability policy shall include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. A copy of said section of the excess/umbrella liability policy shall be provided upon request by the Village and/or County of DuPage.

The Commercial (Comprehensive) General Liability and Commercial (Comprehensive) Automobile Liability Insurance shall name the Village, the County of DuPage, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: "The Village of Willowbrook, the County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the contractor's performance under this contract. The Endorsements must also be provided naming both the Village and County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

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
835 Midway Drive
Willowbrook, Illinois 60527

COUNTY OF DuPAGE ("The County")

Attention: DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

1. POLICY INFORMATION.

- A. Insurance Company _____
- 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 both the Village and the County of DuPage 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 (COMPREHENSIVE) GENERAL LIABILITY AND COMMERCIAL (COMPREHENSIVE) AUTOMOBILE LIABILITY INSURANCE) The Village, County of DuPage, 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 or County of DuPage, its officials, agents, employees, and volunteers.

B. CONTRIBUTION NOT REQUIRED.

(COMMERCIAL (COMPREHENSIVE) GENERAL LIABILITY AND COMMERCIAL (COMPREHENSIVE) AUTOMOBILE LIABILITY INSURANCE) The insurance afforded by the policy shall be primary insurance as respects the Village, County of DuPage, 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 or DuPage County, its officials, agents, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

C. SEVERABILITY OF INTEREST

(COMMERCIAL (COMPREHENSIVE) GENERAL LIABILITY AND COMMERCIAL (COMPREHENSIVE) AUTOMOBILE LIABILITY INSURANCE) 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 (COMPREHENSIVE) GENERAL LIABILITY AND COMMERCIAL (COMPREHENSIVE) AUTOMOBILE LIABILITY INSURANCE)

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Village, County of DuPage, its officials, agents, employees, and volunteers.

F. CANCELLATION NOTICE. (ALL COVERAGES)

The insurance coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to both the Village and County of DuPage except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to both the Village and County of DuPage. Such notice shall be addressed as shown in the heading of the endorsement.

G. SUBROGATION (WORKERS COMPENSATION AND EMPLOYER'S LIABILITY)

The insurer shall agree to waive all rights of subrogation against the Village, County of DuPage, 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)

The insurance required to be purchased and maintained shall be provided by an insurance company acceptable to both the Village and County of DuPage, 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, _____ (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, County of DuPage 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.

DRAFT

ADDITIONAL INSURED ENDORSEMENT - EXHIBIT "A"

Name of Insurer: _____

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]

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

_____, as part of its bid on a
(Name of Contractor)

contract for _____ 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: _____
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of
_____, 20_____

MY COMMISSION EXPIRES:

NOTARY PUBLIC

CONTRACT -- Page One of Two

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

(Village Seal)

VILLAGE OF WILLOWBROOK

Attest:

By: _____
Village Clerk

By: _____
Village Administrator

IF A CORPORATION

(Corporate Seal)

CORPORATE NAME

Attest:

By: _____
Secretary

By: _____
President

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

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.

THIS PAGE INTENTIONALLY LEFT BLANK

DRAFT

III. TERMS AND CONDITIONS OF THE SPECIFIC PROJECT

A. 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.

B. MEETING BEFORE WORK BEGINS

It is mandatory that the Contractor meets with the Superintendent of Parks & Recreation 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.

C. 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.

D. 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

E. 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.

F. 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.

G. 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.

H. 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.

I. 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 (i.e. debarking plants by running into them with equipment);
- failure of the contractor to be accessible to the Village or respond to requests to complete work;
- improperly applying mulch;
- not completing and/or maintaining the removal of weeds; and
- failing to clean-up garbage or debris.

J. SUPERVISION AND TRAINING

Competent English speaking supervisory personnel shall be present at each facility on a regular basis. 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.

K. 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 Director of Municipal Services, or his designee, when the Contractor will be working outside of the normal working hours for Municipal Services.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 must assign an English-speaking crew leader to monitor all work being performed within the Village. The Contractor shall update the Director of Municipal Services 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.

Q. 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.

R. BILLING & PAYMENT

Payment shall be made in seven (7) equal payments, once all work has been completed in a satisfactory manner and the specifications stated herein have been met, for the following months: May, June, July, August, September, October and April following receipt of an invoice from the Contractor for the month in question.

S. RENEWAL AND EXTENSION

This Contract shall be in full force and effect from May 1, 2015 to and including April 30, 2016. At the sole discretion of the Village, this contract may be extended for an additional twelve (12) month period under the same terms and conditions.

T. SPECIFIC CONDITIONS FOR LANDSCAPE MAINTENANCE TRASH AND DEBRIS

The entire site will be inspected and cleared of all trash, debris, glass, rocks, etc. before mowing begins. Mowing over paper, cups, cans and other litter shall not be accepted. Should this occur the Contractor shall immediately pick-up and properly dispose of all debris.

U. EQUIPMENT CONDITION

All equipment will be kept in good, safe operating condition. All mowing equipment will have sharp blades so that the grass is cut properly. All equipment will be kept in such a condition so that the gas/oil is not leaking.

V. FUEL/OILING

Spilling gasoline and oil kills the grass. Mowers will not be fueled or oiled in grass areas. They should be moved to a paved area to perform this function. 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.

W. FINAL APPEARANCE

Mowing patterns shall be such that the clippings and mulch are evenly distributed, not wind rowed into noticeable deposits. Grass clippings will not be allowed to accumulate on hard surface areas, sidewalks or roadways and must be removed by the Contractor in an appropriate manner. If windrows are present, raking and properly disposing of the material by the Contractor must remove the clippings. The Contractor shall immediately pick up any debris that is mowed over.

Y. ADDITIONS OR DELETIONS

The Village reserves the right to increase or decrease quantities and number of mowings/weedings based on actual field conditions and requirements. 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.

Z. OPTIONAL WORK

At the Village's option, the Contractor may be asked to provide additional lawn mowing in the event that such services become necessary. The cost of such service will be provided on a per acre basis as stated on the proposal page.

AA. 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.

BB. MOWING AND TRIMMING OF PARKS, ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES

Lawn mowing equipment must be mulching type, and the die shoots must be blocked or, if not mulching, a bag must be used. Mowing should be done so as to spread clippings evenly over the area. Otherwise grass clippings should be removed. Each mowing area should be completed in one day.

This mowing rotation schedule can be adjusted to a less frequent mowing schedule with the approval of the Director of Municipal Services during those times of the season when heat and/or lack of rain would cause weekly mowing to stress the grass.

From the last week in August until the final mowing of the season, mowing at the Community Park shall be done on either Thursdays or Fridays, to coincide with prevalent events at the park, as so advised by the Superintendent of Parks & Recreation

Mowing equipment shall be set at 2 ½" at all times. Community Park game fields should be cut to a height of 2" when fields are in use. In all mowed areas included in this contract, care should be taken to lower the height of the cut so as not to put the turf under stress.

The Director of Municipal Services, or his designee, shall have the right to inspect all equipment and height of cut immediately after mowing for compliance.

1. Village Parks

A. To be mowed at least one (1) time each week

Grass should be mowed as provided in these specifications with the additional specification for game fields at Borse Memorial Community Park (defined as the softball fields and soccer field with an approximate area of 6.18 acres). Those game fields should be cut to a height of 2" when fields are in use (April through October),

but taking care during times of extreme heat and/or lack of rain. It should be noted that this entire area is equipped with an underground sprinkler system and that care must be used to prevent damage to that system. Estimated acreage areas included for mowing and trimming are as follows:

<u>PARKS</u>	<u>ACRES</u>
Borse Memorial Community Park	8.8
Midway Park	2.1
Creekside Park	5.1
Lake Hinsdale Park	1.0
Ridgemoor Park	5.4

<u>PARKS</u> (continued)	<u>ACRES</u>
Waterford Park	4.3
Farmingdale Terrace Park	3.0
Willow Pond	3.0
Prairie Trail Park	5.0
Roger's Glen Park *	1.5

(* includes both parkways on Rogers Farm Rd.)

Total: 39.2 acres

2. Roadside Rights of Way, Medians, and Specified Facilities

A. To be mowed and trimmed at least one (1) time each week:

1. DuPage County right-of-ways (Grand Total: 23.6 acres):

63rd Street (Total: 4.42 acres):

North Side: From Western to Madison	2.23 ac.
South Side: From Western to Madison	1.99 ac.
Median: From IL Route 83 to 550 feet E. of IL Route 83:	.20 ac.

75th Street (Total: 8.51 acres):

North Side: From W. of Sheridan Drive to IL Route 83:	2.61 ac.
South Side: From W. of Sheridan Drive to IL Route 83:	3.50 ac.
Median: From W. of Sheridan Drive to IL Route 83:	2.40 ac.

Madison Street (Total: 7.44 acres):

West Side: From 63 rd Street to Joliet Road:	3.61 ac.
East Side: From 63 rd Street to Joliet Road:	3.83 ac.

Plainfield Road (Total: 3.23 acres):

South Side: From IL Route 83 to Garfield Avenue:	1.59 ac.
North Side: From IL Route 83 to Garfield Avenue:	1.64 ac.

2. State of Illinois right-of-ways (Grand Total: 24.67 acres)

Illinois Route 83 (Kingery Hwy.):

Median areas and road side right-of-way from approximately the 5900 block of Route 83 to Route 83 south 79th St., including the bermed area at Midway Drive, (south of Midway Drive: 24.67 acres

3. Specified Facilities (Grand Total: _____ acres)

73rd Court Pump house site Approx. 3.37 acres

Village Municipal Complex
Village Hall, 835 Midway Drive
Police Station, 7760 Quincy Street
Community Resource Center, 825 Midway Drive
Approx. _____ acres

B. To be mowed and trimmed at least one (1) time in each two week period:

73rd Court & Quincy Street in a southerly direction for approximately 500 feet on the east side of Quincy, and from 73rd Court and Quincy in an easterly direction on the north and south right of way for 600 feet a total of .50 acres.

72nd Street east of Route 83 within northern right of way for 612 feet. The mowing width will incorporate from the curb and gutter to three feet north of the sidewalk.

79th Street – southern right of way from Eleanor to Route 83; northern right of way from Sawmill Creek west 1,000 feet; southern right of way from Sawmill Creek west 400 feet (adjacent to guardrail)

75th Street & Clarendon Hills Road – eastern right of way of Clarendon Hills Rd. south of 75th Street (area is 150' x 25'); western right of way Clarendon Hills Rd. south of 75th St (area is 150' x 25')

61st Street & Bentley Ave. – 650 feet east from Bentley Ave. on 61st St.; northern right of way and 150 feet north from 61st eastern right of way.

59th Street & Clarendon Hills Road – 75 feet north from 59th St on Clarendon Hills Rd. western right of way; 75 feet west from Clarendon Hills Rd northern right of way 59th St ; 75 feet south from Clarendon Hills Rd western right of way of Clarendon Hill Rd; 75 feet west from Clarendon Hills Rd. on 59th St. southern right of way of 59th St.

59th Street & Western Ave. - 100 feet east from Western Ave on 59th St. southern right of way; 75 feet south from 59th St. on Western Ave. in the eastern right of way of Western Ave.; 75 feet south from 59th St on the western right of way of Western Ave.

Executive Drive & Quincy – 500 feet north from Executive Drive on the eastern right of way of Quincy; 205 feet east from Quincy on Frontage Rd on the northern right of way of Frontage Rd.

Quincy & Frontage (Joliet Road) 150 feet north of Joliet Road on the eastern right of way of Quincy; 205 feet east from Quincy on Frontage Rd. on the northern right of way of Frontage Rd.

Sawmill Creek – this creek bed tributary consists of a dry creek bed beginning at 75th Place and terminating at 79th St. shall be completed once every two (2) weeks or as directed by the Director of Municipal Services or his designee. The creek bed is approximately twenty feet (20) wide by 2,600 feet long. The creek bed will require weed whip maintenance.

Garfield Road – West Right-of Way from Plainfield Rd to Rodgers Farm Rd. = 1,770 x 10’

79th Street – North Right-of Way -- addresses 228 and 234 = 400’ x 20’

73rd Court - North Right-of Way of 73rd Ct. -- addresses 742-748-806-816 = 325’ x 15’

65th Street - North Right-of Way of 65th St -- addresses 364-368-372 = 320’ x 15’

Adams Street – Right-of Way at 7052 Adams St and 7263 Adams St. = 700’ x 15’

General Trimming

Trimming will be done along with the mowing and will be accomplished with suitable mechanical equipment, at the same cutting height as the rest of the area and before that specific site is to be considered completed. This work is incidental to and included with the weekly mowing. It shall be the responsibility of the contractor to restore any mulch rings that are disturbed during mowing and/or trimming. Mowing and trimming shall be done as to spread clippings over the entire area. All grass must be neatly mowed and trimmed around and along all concrete, screenings paths and asphalt paths, playground surfaces, building structures, signs, shrub beds, tree rings, fence lines and backstops. Trees, shrubs and other plants must not be “debarked” by running into them with mowing or trimming equipment. All grass clippings from mowing and/or trimming which fall anywhere but on the grass (curb, gutter, parking lot, sidewalk, etc.) shall be swept up and removed. If the grass clippings fall into clumps or piles onto the mowed lawn, the piles shall be raked up and removed.

Median & Right-of-Way Trimming at Concrete Area and Curbs

Grasses and weeds at concrete median areas and in front of curbs (i.e., the flag of the curb – between the curb and pavement) and at joints shall be removed in their entirety. This can be accomplished by manual weeding or by trimming with suitable mechanical equipment. This work is incidental to and included with the weekly mowing.

CC. AERATION OF PARKS, ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES

Aeration shall be performed once in the fall and shall be scheduled with the Director of Municipal Services or his designee, at least one week prior to work being done. Aeration shall be done using a mechanical core aerator with hollow tines that produce cores (soil debris). Aeration shall not be done when the soil is dry or very wet (saturated with water). It shall be done only when there is

optimum moisture in the soil to produce good penetration. Penetration of the soil shall be a minimum of three inches.

1. <u>PARKS</u>	<u>ACRES</u>
Borse Memorial Community Park #	8.3
Midway Park	2.1
Creekside Park (all grass areas except sides of basin)	4.0
Lake Hinsdale Park	1.0
Ridgemoor Park	5.4
Waterford Park (all grass areas except sides of basin)	3.0
Farmingdale Terrace Park	3.0
Willow Pond	1.5
Prairie Trail Park (all grass areas except sides of pond)	5.0
Roger's Glen Park *	<u>1.5</u>

(* includes both parkways on Roger's Farm Rd.)

Total: 34.80 acres

- Note that the Community Park softball and football fields are equipped with an underground sprinkler system. Care must be used to prevent damage to the sprinkler system. The Contractor shall be responsible for all costs incurred related to repairing any damage to the underground sprinkler system from or caused by the Contractor's operations. Also note that at the Community Park the area east of the creek is not included in the aeration schedule.

2. ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES

Village Hall _____ acres

DD. PLANTING BED MAINTENANCE

All planting beds must be spaded. As part of this work tilled dirt and grass must be removed and properly disposed of and not incorporated in plant beds. Dirt, rocks and grass found in plant beds shall be removed the same day and failure to do so will be deemed as substandard work. Spring clean up includes removing debris and cutting back dead shrub plant materials in beds, perennial beds, tilling, cultivating and additional mulch shall be completed by May 15. ***Planting beds must remain weed free at all times throughout the contract season.*** Regular weeding and cultivating shall be carried out along with the lawn mowing cycle. Manual weed pulling will be necessary in most cases. Plant materials in plant beds are to be trimmed and thinned including shrubs and trees of dead material and pruned throughout the contract, in addition to trimming any overgrowth of plant materials.

As part of this contract, one (1) fertilizer/weed control application shall be made to all shrubs in planting beds included in this schedule. Application shall take place between May 15 and May 30, but after the spring clean up. Contractor shall water shrubs to dissolve the fertilizer application, in the event sufficient rain is not experienced. Apply at an application of 25-2-15 product at 5 lbs. nutrients per 1000 square feet of land area. Product to be used is Arthur Clesen Inc. or approved equal and is to be a granular material. Contractor shall provide the name of the material on the bid proposal form. The Contractor shall periodically

inspect plant material in the planting beds for insect and disease damage. Recommendations should be brought to the attention of the Director of Municipal Services. Treatments will be made on an hourly rate as specified on the bid proposal form. The product must be pre-approved by the Director of Municipal Services. Mulch/Compost shall be added or removed at the Village's request. Labor shall be provided at the contractor's expense and there will be no additional charges to the Village for adding and tilling mulch. Mulch and/or compost will be provided by the Village and delivered on site. Mulch in plant beds shall be a minimum of 3" to 4" in depth and turned at minimum of three times in May, July, and September. All mulch beds shall be tilled and mulch added, if needed, no later than May 30 of each year of the contract.

<u>1. PARKS</u>	<u>Number of Planting Beds</u>	<u>Est. Total Square Yards</u>
Community Park	2	130
Midway Park	1	10
Creekside Park	1	10
Lake Hinsdale Park	3	44
Ridgemoor Park	2	36
Waterford Park	2	33
Farmingdale Terrace Park	5	100
Willow Pond	2	40
Prairie Trail Park (south entrance sign bed only)	1	8
Roger's Glen Park	1	6
Total	20	417

2. ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES

	<u>Number of Planting Beds</u>	<u>Est. Total Square Yards</u>
Village Hall	7	414
Village entrance signs on Rte 83	2	52
Total	9	466

EE. REQUIREMENTS FOR ALTERNATE BIDS

1. Additional Mowing

Specifications for any additional mowing selected by the Village shall be the same as those specifications for the contracted mowing.

2. Additional Aeration

Specifications for any additional aeration selected by the Village shall be the same as those specifications for the contracted aeration.

3. Tree Ring Maintenance

Tree rings trees that are selected by the Village shall be spaded. As part of this work tilled dirt and grass must be removed and properly disposed of and not incorporated in plant beds and mulch rings. Dirt and grass found in the tree rings shall be removed the same day by the Contractor.

4. Tree Fertilization

Trees that are selected by the Village for fertilization. Contractor specify product and method of Fertilization in the bid form

Village of Willowbrook

LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 1 OF 2

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto for the prices as specified below. This proposal shall remain in force and full effect for a twelve (12) month period, from May 1, 2015 through April 30, 2016.

Mowing and Trimming

- A. Parks (Section III-BB-1) \$ _____

- B. Roadside Rights of Way, Medians, and Specified Facilities (Section III-B-2) \$ _____

Aeration

- A. Parks (Section III-CC-1) \$ _____

- B. Roadside Rights of Way, Medians and Specified Facilities - Village Hall only (Section III-CC-2) \$ _____

Planting Bed Maintenance

- A. Parks (Section III- DD-1) \$ _____

- B. Roadside Rights of Way, Medians, and Specified Facilities (Section III-DD-2) \$ _____

TOTAL -- Mowing/Trimming, Aeration, Planting Bed Maintenance (Sections BB, CC and DD) \$ _____

Alternate #1 - Tree Ring Maintenance- Parks, Roadside Rights of Way, Medians and Other Facilities - Per Tree Unit Price \$ _____

Alternate #2 - Additional Mowing – Per Acre/ Per Occurrence Unit Price \$ _____

Alternate #3 - Tree Fertilization - Per Tree Unit Price - Parks, Roadside Rights of Way, Medians and Other Facilities \$ _____

Village of Willowbrook

LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 2 of 2

(CONTRACT EXTENTION)

Rates for services listed for 2015/16 contract period will not increase more than _____ % for the 2016/17 contract period. At its sole discretion, the Village of Willowbrook may extend the contract for a one-year term beginning on May 1, 2016 and concluding April 30, 2017.

Also as noted in the Additions or Deletions section, the Contractor shall provide a list of hourly manpower and equipment rates used to calculate the proposal prices for this section of the contract. Attach list marked as "Contractor's Exhibit" and write "attached" in the following blank: _____

Company: _____

Address: _____

Telephone No. _____ Fax No. _____

Signature: _____

Name and Title: *(Please Print)* _____

Date: _____

Subscribed and sworn before me this _____ day of _____, 2015

MY COMMISSION EXPIRES: _____

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: _____
Address: _____
Phone # / Fax #: _____
Contact Person: _____
Dates of Service (from – to): _____

Company Name: _____
Address: _____
Phone # / Fax #: _____
Contact Person: _____
Dates of Service (from – to): _____

Company Name: _____
Address: _____
Phone # / Fax #: _____
Contact Person: _____
Dates of Service (from – to): _____

Company Name: _____
Address: _____
Phone # / Fax #: _____
Contact Person: _____
Dates of Service (from – to): _____

CONTRACTOR'S EXHIBIT – ADDITIONS OR DELETIONS

LABOR RATES

Employee Title/Classification	Hourly Rate

EQUIPMENT RATES

Make/Model	Hourly Rate

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

AGENDA ITEM DESCRIPTION

**DISCUSSION – ANNUAL MAINTENANCE CONTRACTS:
LANDSCAPE FERTILIZATION CONTRACT**

COMMITTEE REVIEW

- Finance/Administration
- Municipal Services
- Public Safety

Meeting Date:

March 9, 2015

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

BACKGROUND

The Village's Landscape Fertilization Services contract includes turf fertilization and herbicide treatment of Village rights-of-ways, parks, and specified facilities (e.g., water tower sites, Village Hall, etc.). This contract was put out to public bid in April of 2013. At that time, the low bid was received by TruGreen LP and the contract was awarded to them. TruGreen LP has provided the service to the Village since that time.

CONTRACT TERM	VENDOR	CONTRACT PRICE	% CHANGE
FY 2013/14	TruGreen LP	\$19,970.00/yr.	-
FY 2014/15	TruGreen LP	\$19,970.00/yr.	-

Staff is pleased with the services provided by TruGreen LP. Therefore, we have contacted them to discuss a contract extension. TruGreen LP has offered another one-year contract with no increase in price. The cost of the FY 2015/2016 season would remain \$19,970.00 per year. In addition, TruGreen was able to include treatments for a section of the 67th Street parkway that the Village treats separately at no extra charge this year. This will save the Village about \$300.00 for the 2015 season.

STAFF RECOMMENDATION

Staff would recommend that the competitive bidding process for this particular maintenance contract be waived and a new one-year contract be offered to TruGreen LP with no increase in price. If the committee concurs, this item will be placed on a future Board agenda for consideration.



35000 201506

RECEIVED

JAN - 6 2015

VILLAGE OF WILLOWBROOK

Customer Information

Bill To:

VILLAGE OF WILLOWBROOK

7700 QUINCY ST
WILLOWBROOK IL 60527
USA

Service Location:

7700 QUINCY ST
WILLOWBROOK IL 60527
USA

Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Total Price
VILLAGE OF WILLOWBROOK	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass control	\$1,548.00
VILLAGE OF WILLOWBROOK	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$1,548.00
VILLAGE OF WILLOWBROOK	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$1,875.00
VILLAGE OF WILLOWBROOK	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$1,165.00
VILLAGE OF WILLOWBROOK	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$1,380.00
VILLAGE OF WILLOWBROOK	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$645.00
Subtotal				\$8,152.00
Total Sales Tax				\$0.00
Amount				
Grand Total				\$8,152.00



TRUGREEN

Customer Information

Bill To:

VILLAGE OF WILLOWBROOK 2

2760 QUINCY ST
WILLOWBROOK, IL 60527
USA

Service Location:

2760 QUINCY ST
WILLOWBROOK, IL 60527
USA

Detail of Charges

Service Location	Line Item Description	Round #	Round Description*	Total Price
VILLAGE OF WILLOWBROOK 2	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass control	\$2,282.00
VILLAGE OF WILLOWBROOK 2	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$2,282.00
VILLAGE OF WILLOWBROOK 2	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$2,563.00
VILLAGE OF WILLOWBROOK 2	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$1,705.00
VILLAGE OF WILLOWBROOK 2	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$3,024.00
VILLAGE OF WILLOWBROOK 2	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$952.00
Subtotal				\$11,818.00
Total Sales Tax Amount				\$0.00
Grand Total				\$11,818.00

Standard Terms and Conditions

- 1. Term:** The Standard Agreement shall run for (1) year from the date signed by you, the Customer.
- 2. Fees/charges:** Fees of services provided in this agreement shall be increased based on the property value. In the event of increases in the cost of the service, or those incurred by TruGreen due to government legislation and other causes, it is agreed TruGreen may elect to increase the price of services under this agreement after the 1st year. A service charge of \$12.00 will be charged for any retained items. TruGreen is hereby authorized to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.
- 3. Payment:** Payment is due to TruGreen within 28 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee shall be the lesser of 1.2% per month (12% a year) or the maximum amount allowed by law with no charge for any amount owed over 90 days. A service charge of \$12.00 will be charged for any retained items. TruGreen is hereby authorized to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.
- 4. Check processing policy:** When you provide a check as payment, you authorize TruGreen when to use the check. You agree to make a copy of the check and deposit it into your account or to provide the payment as a check transaction. If TruGreen uses information from your check to enter an automatic bank transfer, funds may be withdrawn from your account as soon as the same day or earlier, you agree. You also will not receive your check back from your financial institution. Refunds of the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
- 5. Termination:** In the case of your nonpayment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon 60 days' (60) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice at the time of the breach, and thereafter TruGreen fails to cure the breach within 30 days after notification. **6. Application of Standard Agreement to multiple properties, property management companies, agents and other third parties:** To the extent you represent one or more property owners and/or properties covered under this Agreement, and in the event such other persons or your contact with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property to which written notification is directed with you. To the extent that this Agreement applies to other properties not covered by the notice, this Agreement shall continue in full force and effect with regard to such other properties.
- 7. Sale of Property:** You agree to notify TruGreen in writing immediately in the event that you sell any property, which is the subject of this Agreement, or that you have the authority to adjust in accordance the location of such a building located in the event that the property is sold. In the event a property which is the subject of this Agreement is sold, this Agreement shall be deemed to have been accepted by TruGreen if you written notice that you have sold the property. Should you fail to notify TruGreen as required in the provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.
- 8. LIABILITY: TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, REPAIRS OR RESTITUTION FROM THE NEGLIGENCE OR BREACH OR OTHERWISE OF ANY ORIGINATING UNDER THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REPUTATION, OR THE VALUE OF THE CLAIM.**
- 9. Duty of Care:** We have a duty to inspect the property with respect to (1) days after service has been performed by TruGreen. If you believe TruGreen missed or did not perform as agreed, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within 15 days after the day of service, you agree that any work or items, including damage to any object or to recover past payments and any rights to enforce future payments and under this Agreement are waived.
- 10. Duty to Insure:** TruGreen is not responsible for the performance of any scheduled service by TruGreen.
- 11. Indemnification:** Except as expressly set forth in this Agreement, TruGreen shall be vicariously liable for representation of any work performed or agreed, including work products and/or services performed, including its negligent liability of responsibility in the event of the product for any national purpose, and to perform warranty and proceed to the extent of such, cause of performance, cause of injury or in any other way.
- 12. Force Majeure:** Except for the payment of TruGreen's services under this Agreement, TruGreen is not liable for any delay in the performance of any or all of the services of this Agreement, by reason of any labor strikes, industry-wide or local strikes, or any other labor disputes, governmental, regulatory or legal action, act of God or any other event beyond each party's control. This obligation nevertheless, if such party shall be affected by a strike or such other event to it effect and any delay is not suffered by the other party, then not be discharge in any way to such party, provided, however, the other party suffering such event, shall immediately notify the other party of such delay and shall use reasonable efforts to remedy same with as reasonable promptness. In any event of such nature, should a party have performed its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
- 13. No Warranties:** You shall not claim the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon and shall inure to the benefit of the parties herein and to any permitted successors and assigns.
- 14. Inherent Cultural Practices:** The success of this program depends on proper watering, mowing and other practices. Some products used by TruGreen may require special instructions regarding the watering of the machine after application. If any of these products are used on the property, TruGreen will provide you with watering instructions. You agree to assume such watering responsibility. Certain conditions, soil conditions, plant diseases, plant nutrition and environmental extreme factors will always require to be taken. Results for attack control, diseases will vary depending on environmental, culture and approved programs used in treatment approved. TruGreen for diseases may include additional cost. Contact your TruGreen specialist for details.
- 15. Modification of program:** This program consists of lawn care and other services and shall vary as dictated by your specific needs. Specific products, rates of application and method of application will vary with the weather, weather conditions and the needs of your lawn as determined by your TruGreen specialist. Your regular scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform services under this Agreement shall be determined solely by TruGreen. You TruGreen specialist will keep you informed of any modifications to this schedule.
- 16. Force Majeure:** This program is not discharge with any program because of force majeure events will be going with the weather conditions. Force Majeure by force majeure will not constitute a breach of contract. Force majeure practices and weather conditions may extend the life of some plant species. TruGreen for being events that involve adverse and contact with TruGreen specialist will notify.
- 17. Assignment of this Agreement:** TruGreen agrees to furnish you all materials for purposes of this Agreement and is authorized by you to treat the property of the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the terms of the property to the terms and conditions of this Agreement.
- 18. Arbitration:** Any claim, dispute or controversy regarding any contract, tort, breach or otherwise, (including but not limited to) arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by the arbitrator through binding arbitration administered by the American Arbitration Association ("AAA") under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be obtained at www.adr.org or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. The clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party, other than as provided herein, in the jurisdiction of this clause or in the arbitrator's award, any such suit only be brought only in Federal District Court for the District in which such suit was prosecuted, in any state court that has jurisdiction. The arbitrator and not any national state, or local court, shall have exclusive authority to resolve any dispute arising from the interpretation, application, enforcement, arbitrability, enforceability or violation of this Agreement including this clause and if any part of the Agreement is held to be unenforceable, the entire arbitration shall not apply to the dispute entered into this Agreement.
- 19. Class Action Waiver:** No claim shall be brought by the parties, individually or jointly, and not as a class or class action, in any proceeding, legal, equitable, administrative, notice process, or under any procedure ("Class Action"). The parties expressly waive any ability to maintain any Class Action lawsuit. Even if the arbitrator that arbitrates this contract or arbitrator under terms or conditions any Class Action may have an award to any party to the arbitration. Any claim brought as part of the Class Action Waiver is enforceable, irrevocable, and, if available may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES HERETOFORE TRUST THAT SUCH WAIVER SHALL HAVE A LEGAL EFFECT THROUGHOUT THROUGH A COURT TO HAVE A CLASS OR JURY DECIDE THEIR CASE AND TO BE BOUND TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND KNOWS TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION.
- 20. Entire Agreement:** This Agreement and any amendments by TruGreen constitute the entire agreement between the parties and supersede all oral or written negotiations, representations and prior agreements relating to the subject matter of this Agreement, whether or otherwise, including, without limitation, any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice conflict with the terms set forth in this agreement, this Agreement shall control. Its terms, conditions, or warranties shall prevail over those stated herein in any invoice issued to TruGreen, and no agreement, understanding, or modification, in any way purporting to modify these conditions shall be binding on the parties herein unless recorded in writing and signed by authorized representatives of both parties.
- 21. The Customer Service Agreement is a part of accepted by you after 30 days of the date submitted to customer.**

By:  AUTHORIZED AGENT/CUSTOMER

Date: 1/6/2015

Print Name: AUTHORIZED AGENT/CUSTOMER

Date:

Customer Signature: AUTHORIZED AGENT/CUSTOMER

Date:

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

AGENDA ITEM DESCRIPTION

**DISCUSSION – ANNUAL MAINTENANCE CONTRACTS:
STREETLIGHT MAINTENANCE CONTRACT**

COMMITTEE REVIEW

- Finance/Administration
 Municipal Services
 Public Safety

Meeting Date:

March 9, 2015

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

BACKGROUND

The Village's annual streetlight maintenance contract includes the maintenance and repair of all Village-owned streetlights throughout town (approximately 222). 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, along with several surrounding Villages. The following is a history of the contract price charged to the Village by Rag's Electric:

CONTRACT TERM	VENDOR	CONTRACT PRICE	% CHANGE
FY 2012-2013	Rag's Electric	\$9,395.00	-
FY 2013-2014	Rag's Electric	\$9,667.46	+2.9%
FY 2014-2015	Rag's Electric	\$10,720.00	+11%

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 they would be willing to extend the current unit prices for another year as part of a contract renewal. Therefore, the contract price for FY2015/16 would remain at \$10,720.

STAFF RECOMMENDATION

Staff would recommend that a contract renewal be extended to Rag's Electric for a one-year renewal agreement. If the Committee concurs, staff would recommend drafting a renewal agreement that would be brought to the Village Board for approval prior to April 30, 2015. The new contract would become effective on May 1, 2015.



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

MONTHLY REPORT

MUNICIPAL SERVICES DEPARTMENT

Permits issued for the month of January, 2015

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton

Bathroom Remodel	1
Cable Replacement	1
Fire Alarm Upgrade	1
Fire Sprinkler System	1
Lab Expansion	1
Low Voltage Alarm	1
Partial Remodel	1
Party Room Renovation	1
Reoccupancy	2
Replace Exterior Wall	1
Sign	1
Temporary Sign	1
Underground Bore	1
Utility Sink	1
Window Replacement	1
TOTAL	17
Final Certificates of Occupancy	0
Temporary Certificates of Occupancy	0
Permit Revenue for January, 2015	17,590.14
Total Revenue Collected for Fiscal Year To Date	200,425.68
Total Budgeted for Fiscal Year 2015/16	175,000.00
Total Percentage of Budgeted Revenue Collected to Date	114.53

Respectfully submitted,

Timothy Halik
Village Administrator



Proud Member of the
Illinois Route 66 Scenic Byway

MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

Fiscal Year 2014/15

MONTH	CURRENT FISCAL YEAR	PRIOR FISCAL YEAR
MAY	\$ 12,317.12	\$ 21,169.24
JUNE	\$ 8,573.76	\$ 19,335.70
JULY	\$ 15,008.48	\$ 48,123.47
AUGUST	\$ 8,890.90	\$ 17,977.86
SEPTEMBER	\$ 44,003.58	\$ 18,865.93
OCTOBER	\$ 36,457.55	\$ 12,371.02
NOVEMBER	\$ 4,709.37	\$ 26,381.46
DECEMBER	\$ 52,874.78	\$ 8,539.90
JANUARY	\$ 17,590.14	\$ 19,495.36
FEBRUARY		\$ 20,254.23
MARCH		\$ 19,318.62
APRIL		\$ 26,032.69
COLLECTED REVENUE	\$ 200,425.68	\$ 258,000.48
BUDGETED REVENUE	\$ 175,000.00	\$ 150,000.00
REVENUES COLLECTED- (OVER)/UNDER BUDGET	(25,425.68)	\$ (108,000.48)
PERCENTAGE OF BUDGETED REVENUE COLLECTED	114.53	172

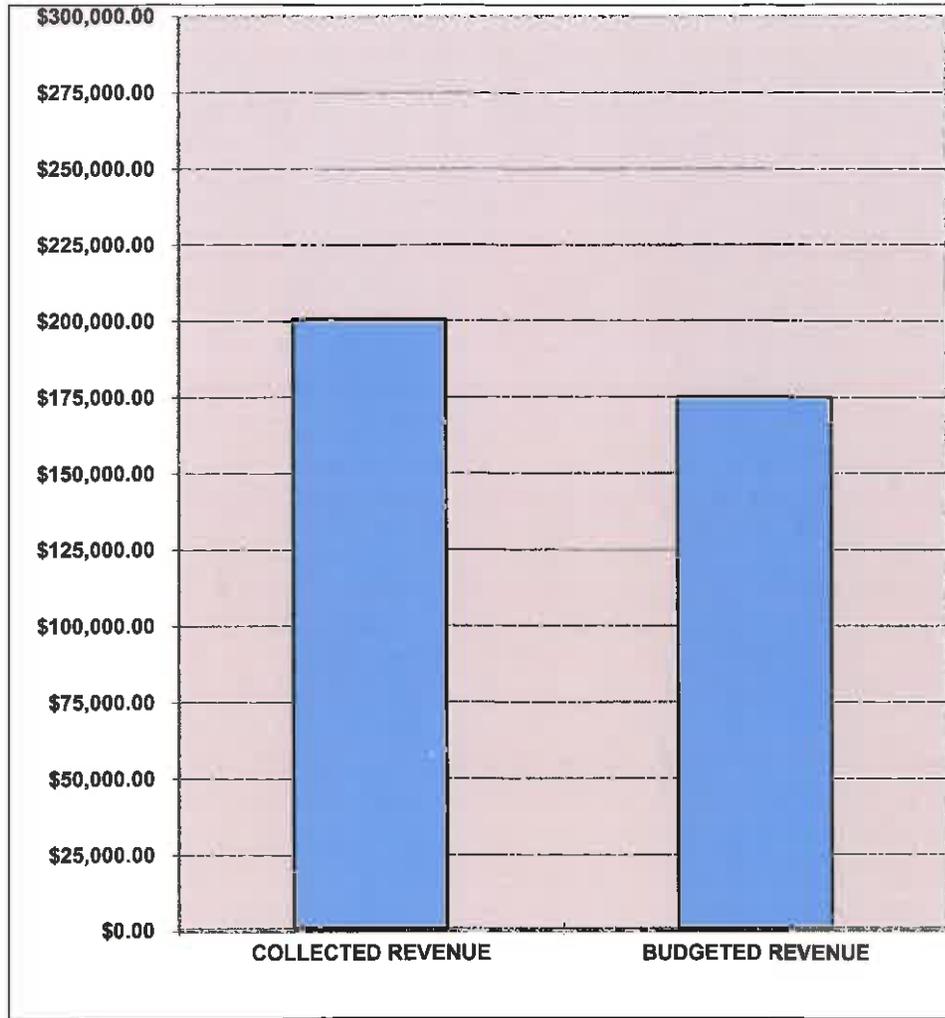
MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

	Fiscal Year 14/15	Fiscal Year 13/14
COLLECTED REVENUE	\$ 200,425.68	\$ 258,000.48
BUDGETED REVENUE	\$ 175,000.00	\$ 150,000.00

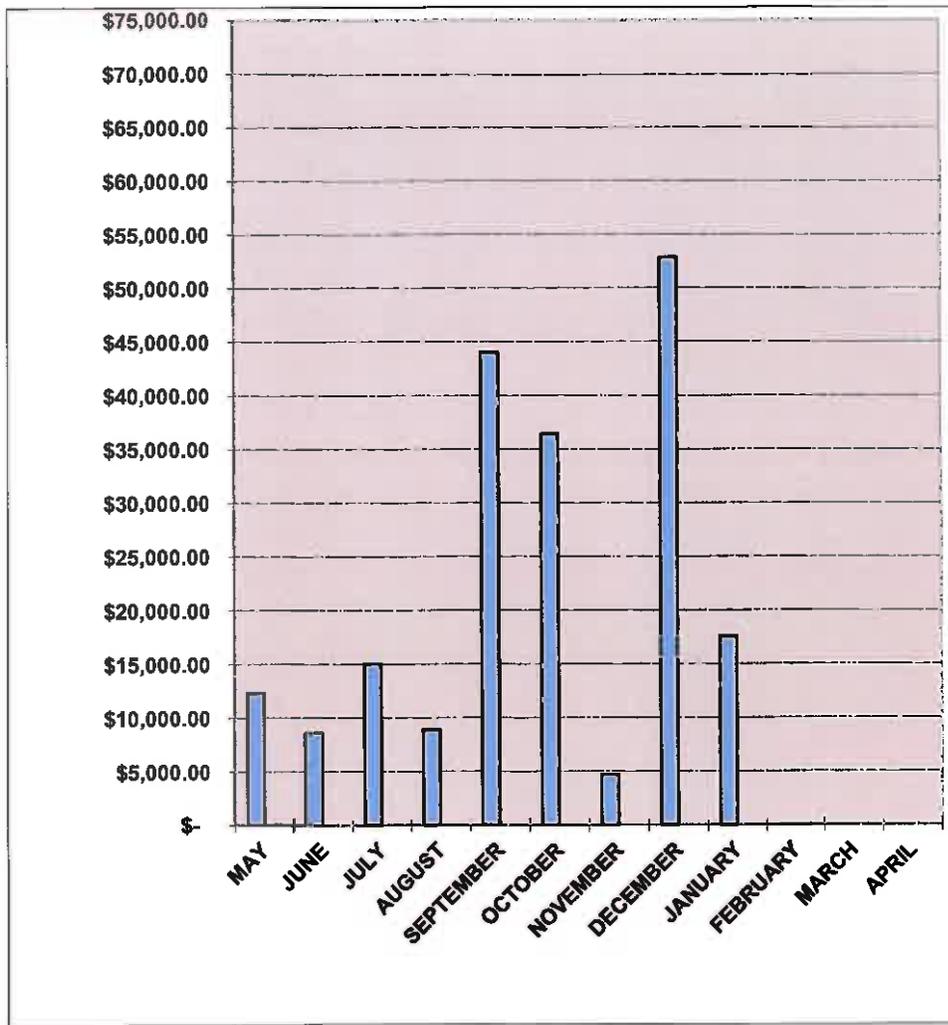
MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE



MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE



2012-13-14

Permit	Date Issued:	Name:	Address:	Permit Purpose:	Business Name:	Fee:	RES / COMM:	Date Released:	Date Permit Expires:
14-392	01/16/15	Bob McNichols	218 Sunset Ridge Road	Bathroom Remodel		\$ 450.00	R	01/15/15	01/15/16
15-012	01/15/15	Stewart/Knollwood	Stewart/Knollwood	Cable Replacement		-	R	01/15/15	01/15/16
15-014	01/22/15	Willow Condominiums	6317-6337 CH Road	Fire Alarm Upgrade	Willow Condominium	\$ 50.00	C	01/22/15	01/22/16
15-013	01/22/15	Willowbrook Inn	7800 Kingery Highway	Fire Sprinkler System	Willowbrook Inn	\$ 500.00	C	01/22/15	01/22/16
14-396	01/15/15	Midtronics	7000 Monroe	Lab Expansion	Midtronics	\$ 13,731.10	C	01/15/15	01/15/16
15-016	01/20/15	Nora Patos	416 Kingswood Court	Low Voltage alarm		\$ 50.00	R	01/20/15	01/20/16
15-015	01/20/15	Lake Hinsdale Tower	301 Lake Hinsdale Dr	Partial Remodel		\$ 516.80	R	01/20/15	01/20/16
15-017	01/23/15	Lake Hinsdale Village	501 Lake Hinsdale	Party Room Renovation		\$ 520.24	R	01/23/15	01/23/16
15-020	01/23/15	Chuck Sabla's Auto	7555 Madison Street	Reoccupancy	Chicago Wrap	\$ 400.00	C	01/23/15	01/23/16
15-019	01/23/15	Chuck Sabla's Auto	7555 Madison Street	Reoccupancy	Bart Industries	\$ 400.00	C	01/23/15	01/23/16
15-001	01/16/15	Lake Hinsdale Tower	6340 Americana	Replace exterior wall		\$ 75.00	R	01/16/15	01/16/16
15-004	01/12/15	Shell Gas Station	7505 S. Kingery	Sign	Shell Gas Station	\$ 572.00	C	01/12/15	01/12/16
15-005	01/16/15	Arabian Knights	6526 Clarendon Hills Rd	Temporary Sign	Arabian Knights	\$ 50.00	C	01/16/15	01/16/16
15-006	01/16/15	Arabian Knights	6526 Clarendon Hills Rd	Temporary Sign	Arabian Knights	\$ 50.00	C	01/16/15	01/16/16
15-007	01/16/15	Arabian Knights	6526 Clarendon Hills Rd	Temporary Sign	Arabian Knights	\$ 50.00	C	01/16/15	01/16/16
15-008	01/16/15	Arabian Knights	6526 Clarendon Hills Rd	Temporary Sign	Arabian Knights	\$ 50.00	C	01/16/15	01/16/16
15-018	01/22/15	AT&T	730 Plainfield Road	Underground bore		-	R	01/22/15	01/22/16
15-002	01/27/15	Illinois Industrial Prop	600 Joliet Road	Utility Sink	Illinois Industrial Prop	\$ 150.00	C	01/27/15	01/27/16
15-003	01/13/15	Michael Criscione	6105 Knoll Valley	Window Replacement		\$ 75.00	R	01/13/15	01/13/16

VILLAGE OF WILLOWBROOK
BALANCE SHEET ACCOUNT INQUIRY

INCLUDES PENDING TRANSACTIONS
RUN: 02/03/15 11:54AM

(ALL ACCOUNT HISTORY)

PAGE: 1

MO	JL	POST/CK. DATE	REFERENCE NUMBER	CHECK DATE NUMBER	PURCHASE ORDER NUMBER AMOUNT	DEBITS	CREDITS	M.T.D. DEBITS	M.T.D. CREDITS	BALANCE
01-210-109 COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109										
***** BALANCE FORWARD *****										-206,330.85
6	CD	06/10/14	TEMP OCCUPAN	05/21/14 84462		62,264.50		62,264.50	0.00	-144,066.35
THORNDALE CONSTRUCTIONS SERVICES INC (2621) COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109										
7	CD	07/15/14	544 RDGMR DR	06/19/14 84594		1,500.00		1,500.00	0.00	-142,566.35
TED BART (174) COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109										
7	CR	07/22/14	WR 07/22/14	07/22/14			3,000.00	1,500.00	3,000.00	-145,566.35
WIDEOPENWEST ILLINOIS, LCC-DEVELOPMENT BONDS #14-159 RIGHT OF WAY BOND (6300 BENTLEY STREE										
8	CR	08/04/14	WR 08/04/14	08/04/14			10,000.00	0.00	10,000.00	-155,566.35
JITENDER BATRA-DEVELOPMENT BONDS TEMPORARY OCCUPANCY (527 RIDGEMOOR)										
9	CD	09/23/14	TEMP OCCPNY	09/15/14 85103		10,000.00		10,000.00	0.00	-145,566.35
JITENDER BATRA (2638) COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109										
10	CR	10/03/14	WR 10/03/14	10/03/14			1,000.00	0.00	1,000.00	-146,566.35
OAK HILL BUILDERS & DEVELOPERS, INC DEVELOPMENT BONDS										
10	CR	10/21/14	WR 10/21/14	10/21/14			5,000.00	0.00	6,000.00	-151,566.35
LAURENCE W TARMAN-DEVELOPMENT BONDS RIGHT OF WAY BOND (6460 CHR)										
10	CD	10/28/14	ROW BOND	10/21/14 85321		2,000.00		2,000.00	6,000.00	-149,566.35
JITENDER BATRA (2638) COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109										
10	CD	10/28/14	ROW BOND	10/14/14 85382		3,000.00		5,000.00	6,000.00	-146,566.35
WIDE OPEN WEST ILLINOIS LLC (2646) COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109										
11	CR	11/19/14	WR 11/19/14	11/19/14			1,500.00	0.00	1,500.00	-148,066.35
LLW BUILDERS, INC.-DEVELOPMENT BONDS BOND (635 68TH STREET) TEMPORARY OCCUPANCY										
12	CR	12/19/14	WR 12/19/14	12/19/14			2,000.00	0.00	2,000.00	-150,066.35
WESTMONT SWIM CLUB INC-DEVELOPMENT BONDS RIGHT OF WAY BOND 7580 QUINCY										
12	CR	12/22/14	WR 12/22/14	12/22/14			2,500.00	0.00	4,500.00	-152,566.35
NENAD RADONJIC-DEVELOPMENT BONDS TEMPORARY OCCUPANCY										



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

MONTHLY REPORT
MUNICIPAL SERVICES DEPARTMENT
Permits issued for the month of February, 2015

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton

Antenna Replacement	1
Electric Alteration	1
Elevator	1
Fire Damage	1
Fire Panel	2
Plan Review	4
Reoccupancy	1
Roof	2
Security System	2
SFR	1
Sign	1
Water Heater	1
Window Replacement	1
TOTAL	19
Final Certificates of Occupancy	0
Temporary Certificates of Occupancy	0
Permit Revenue for February, 2015	23,298.46
Total Revenue Collected for Fiscal Year To Date	223,724.14
Total Budgeted for Fiscal Year 2015/16	175,000.00
Total Percentage of Budgeted Revenue Collected to Date	127.84

Respectfully submitted,

Timothy Halik
Village Administrator



Proud Member of the
Illinois Route 66 Scenic Byway

MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

Fiscal Year 2014/15

MONTH	CURRENT FISCAL YEAR	PRIOR FISCAL YEAR
MAY	\$ 12,317.12	\$ 21,169.24
JUNE	\$ 8,573.76	\$ 19,335.70
JULY	\$ 15,008.48	\$ 48,123.47
AUGUST	\$ 8,890.90	\$ 17,977.86
SEPTEMBER	\$ 44,003.58	\$ 18,865.93
OCTOBER	\$ 36,457.55	\$ 12,371.02
NOVEMBER	\$ 4,709.37	\$ 26,381.46
DECEMBER	\$ 52,874.78	\$ 8,539.90
JANUARY	\$ 17,590.14	\$ 19,495.36
FEBRUARY	\$ 23,298.46	\$ 20,254.23
MARCH		\$ 19,318.62
APRIL		\$ 26,032.69
COLLECTED REVENUE	\$ 223,724.14	\$ 258,000.48
BUDGETED REVENUE	\$ 175,000.00	\$ 150,000.00
REVENUES COLLECTED- (OVER)/UNDER BUDGET	(48,724.14)	\$ (108,000.48)
PERCENTAGE OF BUDGETED REVENUE COLLECTED	127.84	172

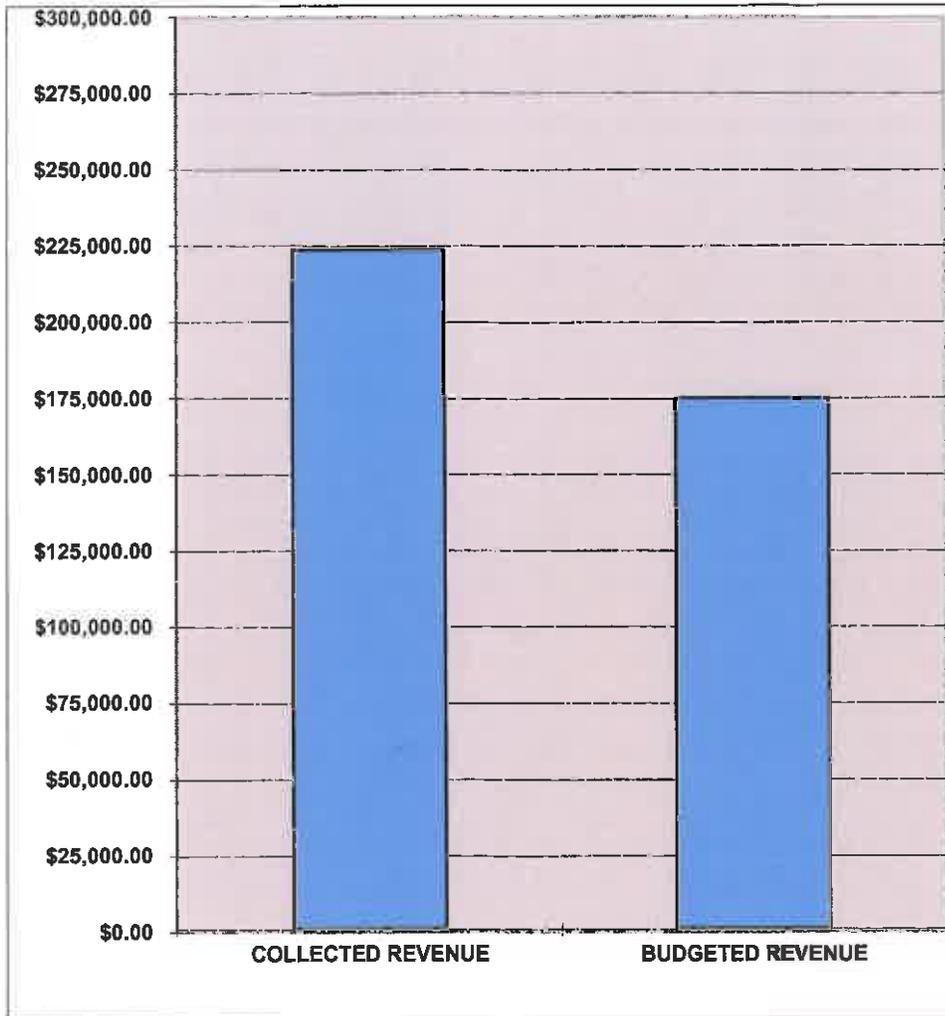
MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

	Fiscal Year 14/15	Fiscal Year 13/14
COLLECTED REVENUE	\$ 223,724.14	\$ 258,000.48
BUDGETED REVENUE	\$ 175,000.00	\$ 150,000.00

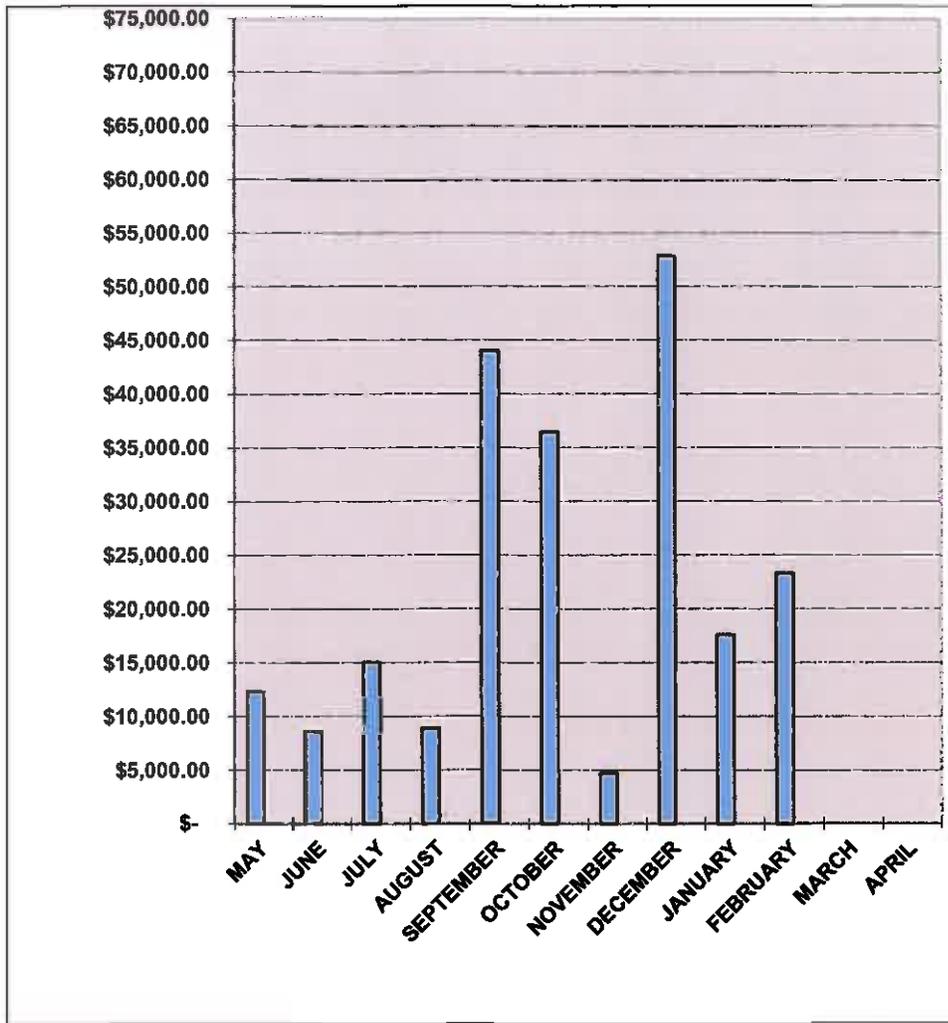
MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE



MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE



2012-13-14

Permit	Date Issued:	Name:	Address:	Permit Purpose:	Business Name:	Fee:	RES / COMM:	Date Released:	Date Permit Expires:
15-031	02/24/15	Lake Hinsdale Tower	6340 Americana Drive	Antennas Replacement	AT&T	\$ 108.00	R	02/24/15	02/25/16
15-030	02/06/15	Zhirnin Bao	138 Waterford Drive	Electric Alteration		\$ 100.00	R	02/06/15	02/06/16
15-024	02/18/15	Midtronics	7000 Monroe	Elevator	Midtronics	\$ 900.00	C	02/18/15	02/18/16
15-022	02/18/15	Green Willow	332 Sheridan Drive	Fire Damage		\$ 375.00	R	02/18/15	02/18/16
15-040	02/11/15	Town Center	7163 Kingery	Fire Panel	Bella Cosa	\$ 100.00	C	02/11/15	02/11/16
15-041	02/10/15	Town Center	7111-7121 Kingery	Fire Panel	Town Center	\$ 100.00	C	02/11/15	02/11/16
	02/05/15	Whole Foods Market	6300 Kingery	Plan Review	Whole Foods	\$ 6,000.00	C	02/05/15	02/05/16
	02/06/15	ROC	7501 Quincy	Plan Review	Carrier Corp	\$ 4,000.00	C	02/05/15	02/05/16
	02/06/15	G4S Technology	701 Willowbrook	Plan Review	Titan Contracting	\$ 2,000.00	C	02/05/15	02/05/16
	02/24/15	Meathreads	7137 Kingery	Plan Review	Meathreads	\$ 1,000.00	C	02/24/15	02/24/16
15-023	02/05/15	Willowbrook Office	625 Plainfield Road	Reoccupancy	American Transport	\$ 200.00	C	02/05/15	02/05/16
15-028	02/06/15	The Lawns	6425 Clarendon Hills Rd	Roof		\$ 50.00	R	02/06/15	02/06/16
15-032	02/18/15	Leonard Kubin	7769 Brookbank	Roof		\$ 35.00	R	02/18/15	02/18/16
15-026	02/05/15	Brian Bavuk	14 Kent Ct	Security System		\$ 50.00	R	02/05/15	02/05/16
15-029	02/06/15	S. Olam	535 Plainfield	Security System		\$ 100.00	R	02/06/15	02/06/16
15-036	02/06/15	John Barry	6435 Bentley	SFR		\$ 7,755.46	R	02/06/15	02/06/16
15-021	02/18/15	Econolodge	820 West 79th Street	Sign	Econolodge	\$ 1,398.20	C	02/18/15	02/18/16
15-033	02/18/15	Starhope Square	6145 Essex Ct	Water Heater		\$ 50.00	R	02/18/15	02/18/16
15-038	02/18/15	Power Home Remodel	6330 Tremont Street	Window		\$ 75.00	R	02/18/15	02/18/16

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 83.33
 RUN: 03/02/15 11:18AM

REVENUE REPORT FOR FEBRUARY, 2015

PAGE: 1

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>GENERAL CORPORATE FUND</u>						
<u>Operating Revenue</u>						
<u>Property Taxes</u>						
01-310-101	PROPERTY TAX LEVY-SRA	0.00	71,823.00	71,135.00	100.97	-688.00
01-310-102	PROPERTY TAX LEVY-RD & BRIDGE	0.00	98,570.26	95,000.00	103.76	-3,570.26
01-310-103	PRIOR YEAR TAX COLL	0.00	0.00	0.00	0.00	0.00
*TOTAL	Property Taxes	0.00	170,393.26	166,135.00	102.56	-4,258.26
<u>Other Taxes</u>						
01-310-201	MUNICIPAL SALES TAX	311,670.10	3,060,388.10	3,450,000.00	88.71	389,611.90
01-310-202	ILLINOIS INCOME TAX	-15,321.39	655,918.06	787,000.00	83.34	131,081.94
01-310-203	AMUSEMENT TAX	16,561.86	87,922.36	88,500.00	99.35	577.64
01-310-204	REPLACEMENT TAX	0.00	1,048.18	1,220.00	85.92	171.82
01-310-205	UTILITY TAX	104,644.17	854,839.87	1,075,000.00	79.52	220,160.13
01-310-207	TELECOMMUNICATION LEASE	0.00	1,224.50	34,380.00	3.56	33,155.50
01-310-208	PLACES OF EATING TAX	39,057.14	419,993.86	450,000.00	93.33	30,006.14
01-310-209	WATER TAX	12,849.39	121,540.25	174,013.00	69.85	52,472.75
01-310-210	WATER TAX - CLARENDON WATER CO	0.00	851.31	1,000.00	85.13	148.69
*TOTAL	Other Taxes	469,461.27	5,203,726.49	6,061,113.00	85.85	857,386.51
<u>Licenses</u>						
01-310-301	VEHICLE LICENSES	0.00	0.00	0.00	0.00	0.00
01-310-302	LIQUOR LICENSES	2,500.00	62,000.00	60,750.00	102.06	-1,250.00
01-310-303	BUSINESS LICENSES	0.00	81,807.00	68,000.00	120.30	-13,807.00
01-310-305	VENDING MACHINE	50.00	2,475.00	2,000.00	123.75	-475.00
01-310-306	SCAVENGER LICENSES	0.00	9,250.00	6,000.00	154.17	-3,250.00
*TOTAL	Licenses	2,550.00	155,532.00	136,750.00	113.73	-18,782.00
<u>Permits</u>						
01-310-401	BUILDING PERMITS	23,298.46	223,724.14	175,000.00	127.84	-48,724.14
01-310-402	SIGN PERMITS	1,398.20	3,025.00	5,000.00	60.50	1,975.00
01-310-403	OTHER PERMITS	90.00	898.00	400.00	224.50	-498.00
01-310-404	COUNTY BMP FEE	2,314.00	4,969.00	0.00	0.00	-4,969.00
*TOTAL	Permits	27,100.66	232,616.14	180,400.00	128.94	-52,216.14
<u>Fines</u>						
01-310-501	CIRCUIT COURT FINES	13,253.01	120,914.22	120,000.00	100.76	-914.22
01-310-502	TRAFFIC FINES	3,350.00	28,916.66	25,000.00	115.67	-3,916.66
01-310-503	RED LIGHT FINES	32,876.68	536,731.00	540,000.00	99.39	3,269.00
*TOTAL	Fines	49,479.69	686,561.88	685,000.00	100.23	-1,561.88

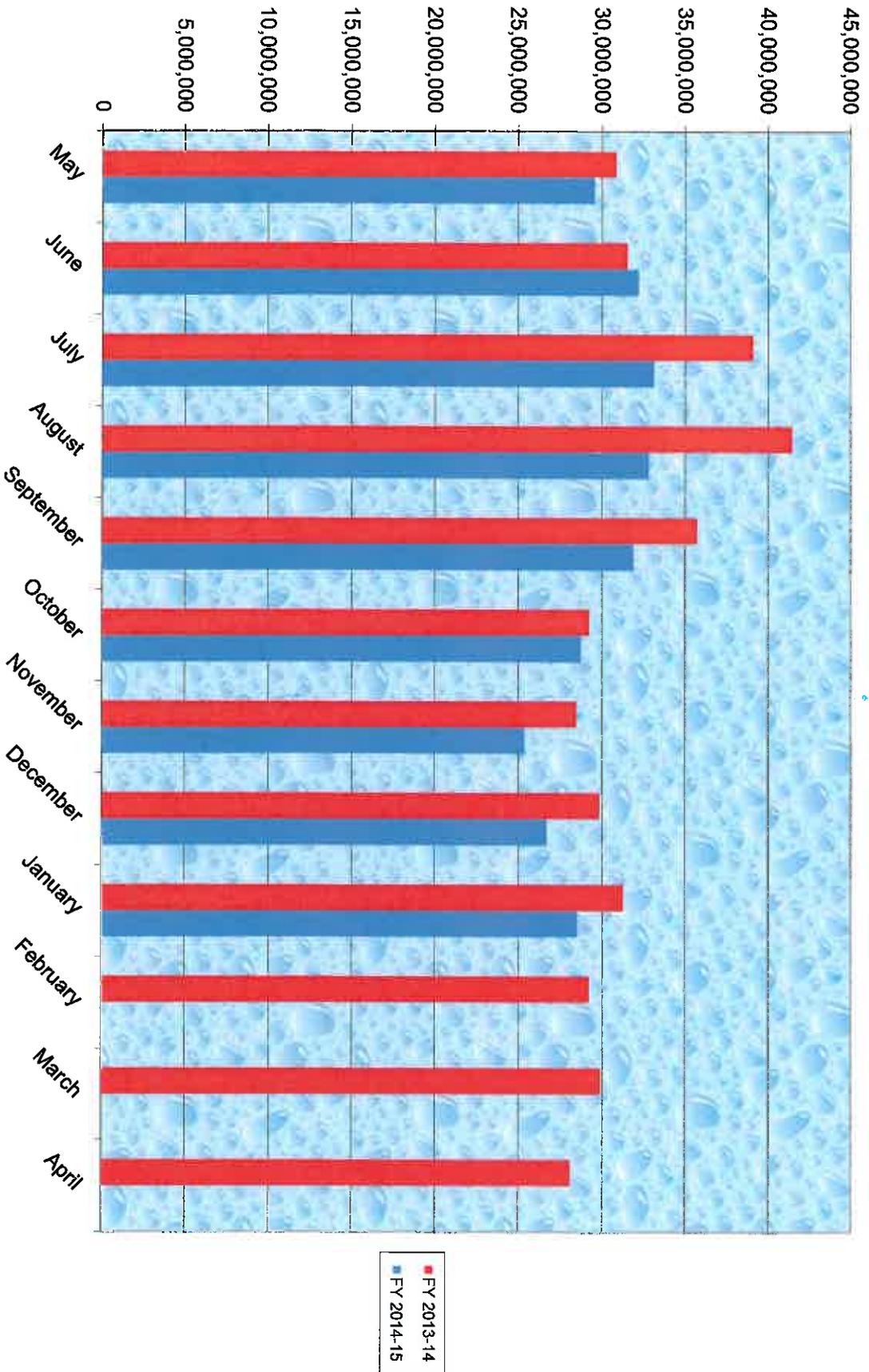
VILLAGE OF WILLOWBROOK - PUMPAGE REPORT
TOTAL GALLONS PUMPED
FY 2002/03 - FY 2014/15

Month	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15
May	32,267,000	33,518,000	35,018,000	35,919,000	35,162,000	36,696,000	33,890,000	31,322,000	31,715,000	30,725,000	34,220,000	30,860,000	29,547,000
June	38,911,000	38,691,000	35,447,000	48,511,000	42,471,000	43,700,000	33,817,000	32,087,000	31,799,000	32,620,000	44,635,000	31,512,000	32,193,000
July	52,100,000	39,116,000	41,248,000	52,479,000	43,279,000	44,574,000	41,463,000	36,819,000	38,513,000	41,371,000	49,498,000	39,106,000	33,122,000
August	44,167,000	40,433,000	41,059,000	47,861,000	41,114,000	38,778,000	43,017,000	38,516,000	38,745,000	35,639,000	40,272,000	41,448,000	32,796,000
September	40,838,000	36,275,000	39,658,000	43,906,000	32,998,000	42,013,000	33,418,000	34,331,000	33,992,000	32,273,000	33,657,000	35,737,000	31,869,000
October	33,128,000	31,667,000	33,765,000	35,009,000	31,937,000	34,612,000	30,203,000	28,919,000	33,789,000	29,892,000	30,283,000	29,226,000	28,728,000
November	28,560,000	28,260,000	30,106,000	29,515,000	29,153,000	29,847,000	28,054,000	26,857,000	28,125,000	27,138,000	27,535,000	28,446,000	25,364,000
December	30,503,000	29,133,000	32,786,000	31,086,000	30,102,000	31,435,000	29,568,000	28,931,000	29,257,000	28,643,000	27,863,000	29,847,000	26,710,000
January	30,343,000	29,602,000	31,223,000	29,411,000	30,340,000	32,444,000	29,383,000	28,123,000	28,401,000	28,846,000	28,427,000	31,265,000	28,505,000
February	27,216,000	28,755,000	26,768,000	27,510,000	29,078,000	29,470,000	26,629,000	25,005,000	24,988,000	26,635,000	24,308,000	29,230,000	
March	29,488,000	30,315,000	30,025,000	29,905,000	30,362,000	31,094,000	28,408,000	27,945,000	27,909,000	28,911,000	27,862,000	29,917,000	
April	29,845,000	29,350,000	29,478,000	30,452,000	29,468,000	30,239,000	27,193,000	27,793,000	27,145,000	34,220,000	27,514,000	28,101,000	
TOTAL	417,366,000	395,115,000	406,581,000	441,564,000	405,464,000	424,902,000	385,043,000	366,648,000	374,378,000	376,913,000	396,074,000	384,695,000	268,834,000

YEAR TO DATE LAST YEAR (gallons):	297,447,000
YEAR TO DATE THIS YEAR (gallons):	<u>268,834,000</u>
DIFFERENCE (gallons):	-28,613,000
PERCENTAGE DIFFERENCE (+/-):	-9.62%
FY14/15 PUMPAGE PROJECTION (gallons):	385,000,000
FY14/15 GALLONS PUMPED TO DATE:	<u>268,834,000</u>
CURRENT PERCENTAGE PUMPED COMPARED TO PROJECTION	69.83%

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

Village of Willowbrook Pumpage Report



Monthly Pumpage Chart

