



EST. 1960

# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 [www.willowbrookil.org](http://www.willowbrookil.org)

## AGENDA

REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION  
OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON TUESDAY,  
JULY 7, 2015, AT 7:00 P.M. AT THE VILLAGE POLICE STATION  
BUILDING, 7760 QUINCY STREET, IN THE VILLAGE OF  
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

### 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

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES:
  - a) June 2, 2015 Regular Meeting of the Parks & Recreation Commission
4. DISCUSSION – Lake Hinsdale Park Renovation
5. REPORT – Park Landscape Maintenance Contract
6. VISITOR'S BUSINESS – Public comment is limited to three (3) minutes per person
7. COMMUNICATIONS:
  - a) Eagle Scout Project
  - b) Community Park – Path Lighting Upgrades
  - c) Status of EAB Tree Removals in Parks
  - d) Status of BRW Games
  - e) Touch-A-Truck Special Event, July 10<sup>th</sup>
8. ADJOURNMENT



Proud Member of the  
Illinois Route 66 Scenic Byway

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION  
HELD ON TUESDAY, JUNE 2, 2015, AT THE VILLAGE POLICE STATION BUILDING, 7760  
QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Cobb called the meeting to order at the hour of 7:00 p.m.

2. ROLL CALL

Those present at roll call were Chairman Richard Cobb, Commissioners Lorraine Grimsby, Ronald Kanaverskis, Laurie Landsman, Robert Pionke, Rene Schuurman, and Doug Stetina.

ABSENT: Commissioner Carol Lazarski.

Also present was Village Administrator Tim Halik and Temporary Interim Superintendent of Parks and Recreation John Fenske.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – MAY 5, 2015

The Commission reviewed the May 5, 2015 minutes.

MOTION: A Motion was made by Commissioner Stetina and seconded by Commissioner Grimsby to approve the May 5, 2015 minutes as presented.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Grimsby, Kanaverskis, Landsman, Pionke, Schuurman, and Stetina. NAYS: None. ABSENT: Commissioner Lazarski.

MOTION DECLARED CARRIED

4. REPORT – SPRING INSPECTIONS

Administrator Halik stated that staff completed a full Spring Park inspection. Minor repairs and worn out playground equipment was noted. In Creekside Park, there is a set of timber stairs that are in bad shape. The recommendation is to replace them with concrete steps. The Commission concurred with the concrete replacement and to continue to review bids.

Administrator Halik related that the basketball courts at Farmingdale Park and Creekside Park need to be restriped.

Administrator Halik advised that there is an issue in Farmingdale Park with the limestone path. The path is prone to washout and it is recommended to replace the path with a concrete path. Administrator Halik stated that he had received a bid of \$3,360 to complete the path. Commissioner Schuurman asked if an edge needs to be added along the sidewalk to prevent the

washout. Administrator Halik stated that he will have the Village engineer review the grading of the area. The Commission concurred with the sidewalk replacement.

Administrator Halik related that the holiday tree that was transplanted into Willow Pond has died. Staff will be soliciting pricing from landscape companies to replace the tree.

5. DISCUSSION – STATUS OF WILLOW POND PARK PROJECT

Administrator Halik stated that he had spoken with the consultant from Land Tech, John Vann, related to discussions about how to continue with the Willow Pond Park renovations. There is a possibility of the grant money being released in July. Mr. Vann stated that the OSLAD grant agreement does not allow for any continuation with the project in any capacity. Any work done would forfeit the grant award.

The Commission suggested that John Vann design a scaled down version of the renovations for the \$400,000 that is budgeted for the park so that if the OSLAD grant does get cancelled, the new renovation can take place.

6. DISCUSSION – LAKE HINSDALE PARK RENOVATION

Administrator Halik advised that the \$60,000 grant that was received from the Illinois Department of Commerce and Economic Opportunity can be transferred to the Lake Hinsdale Park renovation. Administrator Halik stated that he will be contacting the management company at Lake Hinsdale Tower and advise them that renovations are waiting on the status of the Willow Park project.

7. DISCUSSION – PARK DEPARTMENT OUTSOURCING OPPORTUNITIES

Administrator Halik related that one of the areas that the Burr Ridge Park District can assist the Village is with the Park Guide. Currently, the Village sends out the park guide three times a year. Burr Ridge changed their distribution to twice a year and have not seen any decline in registrations. Several of the park programs are shared with the Burr Ridge Park District. They have offered to complete the formatting and producing the park guide using the same printer. The letter from the Mayor will continue. The guide will be full color and sent out two times per year, with a possible smaller guide sent to coincide with the school year.

In the summer of 2016, the Community Resource Center (CRC), located at 825 Midway Drive, will be renovated. Programs currently held in the CRC are the bridge club and yoga. During the renovations, these programs will be relocated to the Burr Ridge Park District.

The Burr Ridge Park District has also offered staffing assistance with special events that Willowbrook holds throughout year.

Commissioner Schuurman asked if Willowbrook residents will be able to receive resident rates for Burr Ridge classes. Administrator Halik advise that resident rates will be addressed in the final contract with the park district.

8. DISCUSSION – BOY SCOUTS OF AMERICA – EAGLE SCOUT PROJECT

Interim Parks Superintendent Fenske reviewed a list of possible projects that an Eagle Scout can perform. Commissioner Grimsby stated that the project to clean up and fix bbq grills, picnic tables, and pavilions at Willow Pond and Borse Park would be a great project. The other recommended project was to weed and plant flowers at Ridgemoor Park.

Commissioner Schuurman suggested that the list of projects be given to the Eagle Scout candidates and let them decide which project to complete. He stated that this is one of the challenges for the Eagle Scouts to complete for his credentials. The Eagle Scout is required to plan, engage, and execute the project.

9. VISITORS' BUSINESS

There was no Visitors' Business.

10. COMMUNICATIONS

a. Unfinished Business

None presented.

11. ADJOURNMENT

MOTION: Made by Commissioner Landsman, seconded by Commissioner Grimsby to adjourn the meeting at the hour of 8:01 p.m.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Grimsby, Kanaverskis, Landsman, Pionke, Schuurman, and Stetina. NAYS: None. ABSENT: Commissioner Lazarski.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

July 7, 2015

\_\_\_\_\_  
Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

**PARKS & RECREATION COMMISSION MEETING**

**AGENDA ITEM SUMMARY SHEET**

**AGENDA ITEM DESCRIPTION**

**DISCUSSION – Lake Hinsdale Park Renovation**

**COMMISSION REVIEW**

- ☐ Report  
☒ Discussion  
☐ Seeking Feedback

Meeting Date:

July 7, 2015

**BACKGROUND**

At the last meeting of the Parks & Recreation Commission, the members further reviewed and discussed plans for the renovation of Lake Hinsdale Park. A revised plan, aimed at addressing concerns received from residents of the Lake Hinsdale Towers Homeowners Association, included adding playground equipment to the otherwise passive design for this particular park as called out for in the Master Plan. At the meeting, the Commission made various final design recommendations and authorized staff to continue to work with the Illinois Department of Commerce and Economic Opportunity (DCEO) to transfer a previous grant awarded to the Village in the amount of \$60,000 to this project. In addition, the Commission asked staff to provide an update on status of this project to the Lake Hinsdale Towers Homeowners Association.

The following is an update on the current status of this project:

- 1) On June 9, 2015, a message (copy attached) was sent to the Property Manager of the Lake Hinsdale Tower Condominiums Association providing an update on the Lake Hinsdale Park renovation project to be shared with the HOA Board and residents.
- 2) Staff continued to work with the staff of the Illinois Department of Commerce and Economic Opportunity (DCEO) to transfer our previous \$60,000 grant to this project. However, on June 22, 2015 the Village received notification from DCEO of a suspension of this grant. Every year, the state legislature must re-appropriate the funding for DCEO grants. Although this occurred routinely in the past, it did not happen this year due to the current "stalemate" in Springfield. Since the money has not been re-appropriated, several hundred awarded DCEO grants have been suspended. The effective suspension date is June 30, 2015, which is the last day of the state's fiscal year. It is hoped that the state legislature will re-appropriate DCEO grant funding for the next fiscal year soon. However, until this occurs our grant will remain suspended. This grant was to be used to fund the Lake Hinsdale Park renovation project.

**REQUEST FOR FEEDBACK**

**STAFF RECOMMENDATION**

Staff and elected officials will contact our state legislators in an effort to determine how long this grant suspension may be in effect until funds are re-appropriated.

## Tim Halik

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**From:** Tim Halik  
**Sent:** Tuesday, June 09, 2015 4:28 PM  
**To:** 'JRozwadowska@lmsnet.com'  
**Cc:** John Fenske  
**Subject:** RE: Lake Hinsdale Tower - Playground  
**Attachments:** Lake\_Hinsdale Playground Replacement Layout.pdf

Jola –

I'd like to provide you with an update of our recent actions regarding the planned renovation of Lake Hinsdale Park. As you recall, our Parks & Recreation 5 Year Master Plan included converting Lake Hinsdale Park into a passive recreational park. In anticipation of a spring 2015 renovation of the park, the existing playground was removed last fall and donated to an organization called "Kids Around the World" (This group will remove outdated playground equipment, renovate it, and re-install it around the world to help underprivileged children. One of Willowbrook's old playgrounds was previously re-installed in Iraq). In January of this year, you contacted the Village to advise that some of the LHT residents were not pleased that the playground equipment was removed and requested that playground equipment be returned to the park.

Attached, please find a revised conceptual renovation plan for Lake Hinsdale Park which now includes playground equipment. The playground equipment will be moved from another park (Willow Pond Park), which we are also planning to renovate this year through an OSLAD grant the Village was awarded. This revised plan for Lake Hinsdale Park was recommended for approval by the Village Parks & Recreation Commission on May 5, 2015. With regard to funding for this project, we were able to transfer a \$60,000 grant the Village previously received from the Illinois Department of Commerce and Economic Opportunity (DCEO) to pay for the added improvements. We have since received proposals from contractors to complete the revised renovation of Lake Hinsdale Park, and look forward to completing the work this summer. However, we've encountered a delay.... As you may have heard, Governor Rauner has issued a suspension of OSLAD grants until further notice. Therefore, we cannot start the renovation of Willow Pond Park, which means we cannot move the playground equipment to Lake Hinsdale Park. We are optimistic that the Governor's Office will begin to release the grant money next month (the state is on a July 1<sup>st</sup> fiscal year), but this is merely our speculation at this time.

As soon as the grant is released for Willow Pond, we plan on starting the work in Lake Hinsdale Park. Hopefully, this will be soon. If the state ends up revoking our OSLAD grant, we will need to re-visit our plan. However, at this time we intend to complete the Lake Hinsdale Park project as soon as we can. If you or your residents have any questions, please feel free to contact me.

Thank you

PS – We believe there will also be enough funding available to replace the perimeter fence around Lake Hinsdale Park, which is not depicted on the attached concept plan.

Tim Halik  
Village Administrator  
Village of Willowbrook  
835 Midway Drive ← Note new address!

Willowbrook, IL 60527

630.920.2261 office

630.920.2427 fax

thalik@willowbrook.il.us



Follow us on Twitter

@Willowbrook\_IL

**From:** JRozwadowska@lmsnet.com [mailto:JRozwadowska@lmsnet.com]

**Sent:** Friday, January 30, 2015 11:26 AM

**To:** Tim Halik

**Subject:** Lake Hinsdale Tower - Playground

Hello Tim & Kristin,

Thank you for taking the time to talk to me about the issues regarding the playground equipment in front of Lake Hinsdale Towers.

As I mentioned earlier I am getting more and more feedback from the residents who are very unhappy about removing some of the playground equipment.

I probably had maybe handful of residents who came in to complain about this since last summer but during our last board meeting there was a lot of residents who decided to voice the opinion as well.

The board of directors and as the residents want the equipment back.

When I talked to Kristen about it in the past she was very helpful and told me to get back to her once I have more feedback.

Please let me know if you can put the old equipment back or replace it with new if possible.

Thank you and have a wonderful weekend.

**Jola Rozwadowska**

Property Manager

**Lake Hinsdale Tower Condominiums**

**6340 Americana Drive, Willowbrook, IL 60527**

**Office (630) 986.9230 / Fax (630) 986.9298**

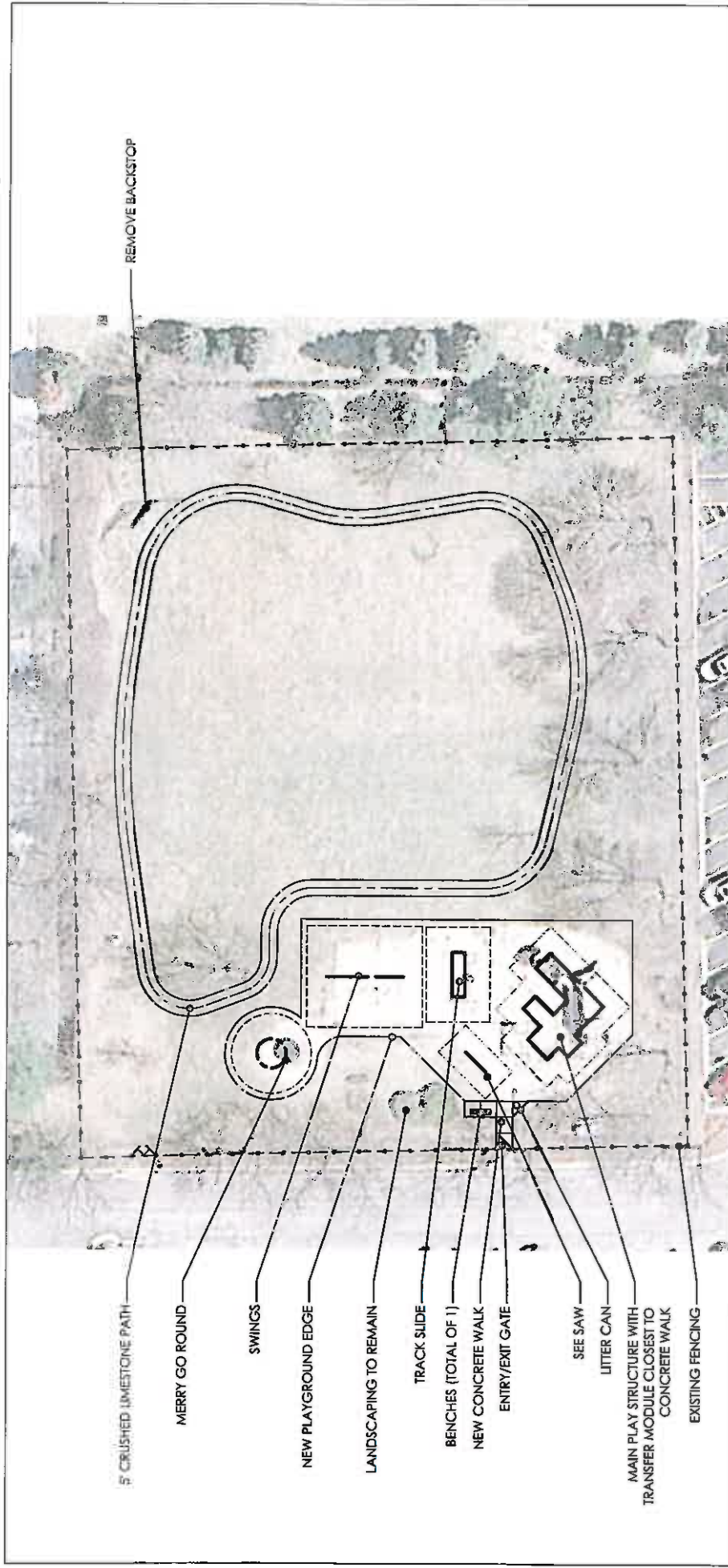
**lms lieberman management services**



Please consider the environment before you print this message.

# Lake Hinsdale Park - Playground Improvements

Village of Willowbrook



Prepared for:  
The Village of Willowbrook  
Willowbrook, IL

DRAFT



April 2015





## Garrett Hummel

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**From:** Harris, Mickey <Mickey.Harris@illinois.gov>  
**Sent:** Monday, June 22, 2015 3:39 PM  
**To:** Frank Trilla  
**Cc:** Garrett Hummel  
**Subject:** Grant #11-203559 Suspension  
**Attachments:** 11-203559 Suspension Letter.pdf

Please see the attached grant suspension notification, which requires immediate attention and action. The attached letter confirms that the appropriation for the referenced grant was not re-appropriated into any enacted capital bill and your grant is being suspended effective June 30<sup>th</sup>, 2015.

DCEO will contact you upon the enactment of any capital bill that appropriates funds for the said grant.

Thanks

Mickey Harris  
Illinois Department of Commerce and Economic Opportunity  
Grants Management Unit  
500 East Monroe Street  
Springfield, Illinois 62701-1643  
Phone: 217-557-6854  
Fax: 217-557-1663  
Email: [Mickey.Harris@Illinois.gov](mailto:Mickey.Harris@Illinois.gov)  
Web: [www.illinois.gov/dceo](http://www.illinois.gov/dceo)

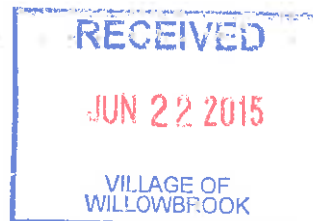
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**Illinois  
Department of Commerce  
& Economic Opportunity**

Bruce Rauner, Governor



June 22, 2015

Frank Trilla  
Village Of Willowbrook  
7760 S Quincy St  
Willow Brook, IL 60527-5532

RE: Grantee: Village Of Willowbrook  
Grant #: 11-203559  
Grant Amount: \$60,000.00

Dear Mr. Trilla:

This letter is to confirm that the appropriation for the above referenced grant was not re-appropriated into any enacted capital bill.

This written notice is to inform Village Of Willowbrook that the Illinois Department of Commerce and Economic Opportunity ("DCEO") is suspending Grant Number 11-203559 ("Agreement"), effective June 30<sup>th</sup>, 2015, pursuant to Section 5.5(A) of the Agreement. This suspension requires that the Village Of Willowbrook cease incurring additional obligations, costs or spending any further grant funds by this date until further notice. Moreover, to the extent Village Of Willowbrook already has obligated grant funds, the terms of the Agreement require Village Of Willowbrook to use all efforts to cancel those obligations.

In addition, Village Of Willowbrook is required to submit a financial expense report by July 15, 2015, detailing all grantee expenditures and any other obligations which cannot be canceled after June 30<sup>th</sup>, 2015. Please submit the financial expense report to your grants manager.

Through this letter, DCEO is not waiving, but is expressly reserving its rights under the Agreement to pursue any and all legal remedies available to it, including, but not limited to, recovery of grant funds if DCEO determines that Village Of Willowbrook has failed to comply with any of the terms and conditions of the Agreement. DCEO will contact the grantee upon the enactment of any capital bill that appropriates funds for said grant. Please feel free to contact your grants manager with any questions.

Sincerely,

James M. Schultz  
Director

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[www.illinois.gov/dceo](http://www.illinois.gov/dceo)

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500 East Monroe  
Springfield, Illinois 62701-1643  
217/782-7500 • TDD: 800/785-6055

James R. Thompson Center  
100 West Randolph Street, Suite 3-400  
Chicago, Illinois 60601-3219  
312/814-7179 • TDD: 800/785-6055

2309 West Main, Suite 118  
Marion, Illinois 62959-1180  
618/997-4394 • TTY: 800/785-6055

**PARKS & RECREATION COMMISSION MEETING  
AGENDA ITEM SUMMARY SHEET**

**AGENDA ITEM DESCRIPTION**

**REPORT – Park Landscape Maintenance Contract**

**COMMISSION REVIEW**

- ☒ Report  
☐ Discussion  
☐ Seeking Feedback

Meeting Date:

July 7, 2015

**BACKGROUND**

At the last meeting of the Park & Recreation Commission held on June 2, 2015, staff reported on the problems that were experienced through the month of May with a new contractor hired to perform landscape maintenance services for parks, rights-of-ways, and other Village-owned properties. At that time, staff reported that the new contractor was not meeting the contract requirement causing complaints to be received from residents, businesses, and athletic organizations that use our parks. The complaints referred to a general lack of mowing, weeding, and other landscape services. As issues continued throughout the month, this matter was discussed with Mayor Trilla and the Village Attorney. The contract was subsequently terminated on June 1, 2015. Since that time, we have used the previous vendor, Falco's Landscaping, to perform the contract work on an as-needed basis.

At the Village Board's regular meeting held on June 22, 2015, the Board unanimously voted to award the annual Landscape Maintenance Services contract to the second-low bidder, Falco's Landscaping. Falco's Landscaping is also the contractor that held the previous contract. Although the contract price is \$11,779 higher, staff is pleased with the quality of work Falco's performs and we know they can commit the required personnel and equipment to meet the contract requirements.

Attached is a copy of an article on this topic, published on-line on June 24, 2015, written by a reporter for The Doings after he attended the June 22<sup>nd</sup> Board meeting. Also attached is a complete copy of Village Resolution 15-R-46, awarding the FY 2015/16 Landscape Maintenance Contract to Falco's Landscaping.

**REQUEST FOR FEEDBACK**

N/A – Report only

**STAFF RECOMMENDATION**

N/A

## Complaints prompt change in Willowbrook landscape contractor

By Harry Gamble  
Pioneer Press

JUNE 24, 2015, 4:51 PM

**W**illowbrook officials have replaced the landscape maintenance contractor they hired in April after fielding a number of complaints from residents, businesses and athletic organizations about uncut grass and plentiful weeds in the village's parks and along roadways.

On The Green Solutions, Inc., submitted the lower of two bids in April for Willowbrook's annual maintenance services contract, which covers 39 acres within nine parks as well as all municipal buildings and nearly 50 acres of roadway shoulders and medians. The Village Board accepted the quoted price of \$59,221 at its April 13 meeting. The contract began May 1.

But Village Administrator Tim Halik said within weeks it became apparent On The Green Solutions was not fulfilling terms of the contract requiring turf in village parks be mowed at least once a week, planting beds "remain weed-free at all times," and all cultivating and mulching be completed by May 15.

"(On The Green Solutions) just didn't have the resources and the manpower they needed to keep up," Halik said, explaining why the village terminated the contract as of June 1.

Throughout May, the village's public works staff experienced problems in getting the required work completed on a timely basis, Halik said, and complaints began to roll in later in the month.

Since June 1, the village has employed the services of the second bidder, Addison-based Falco's Landscaping, Inc. on a spot basis to perform the work. After learning that Falco's Landscaping would honor its previous bid of \$71,000 to take on the contract, the Village Board voted unanimously Monday night to hire Falco's for the 2015 season.

Falco's is no stranger to the task at hand, as this firm handled the village's landscape maintenance needs in 2014 and previous years. Although Falco's price is nearly \$12,000 higher than the bid submitted by On The Green Solutions and covers a landscape season that is a month shorter than usual, Halik said his staff was pleased by the quality of work they perform.

"We know they can commit the personnel and equipment needed to fulfill the contract," he said.

*Harry Gamble is a freelance reporter for Pioneer Press.*

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RESOLUTION NO. 15-R- 46

COPY

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AND EXECUTE A CERTAIN CONTRACT - LANDSCAPE MAINTENANCE SERVICES - FALCO'S LANDSCAPING, INC., ADDISON

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized to accept and execute a certain contract, Falco's Landscaping, Inc., for the 2015-2016 Landscape Maintenance Contract in an amount not to exceed \$71,000.00, as set forth in the contract attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 22<sup>nd</sup> day of June, 2015.

APPROVED:



Frank A. Tulla  
Mayor

ATTEST:

Leroy Hansen  
Village Clerk

ROLL CALL VOTE: AYES: Berglund, Davi, Kelly, Mistele, Neal, Oggesino  
NAYS: 0  
ABSTENTIONS: 0  
ABSENT: 0

**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:	<hr/>	
BID DEPOSIT: (Certified Check, Bank Cashier's Check or Bid Bond)	5% of Bid Amount	(See Page 4)
PERFORMANCE BOND(S) REQUIRED:	Yes	(See Page 4)
DRAWINGS:	None	
BID OPENING – DATE/TIME/LOCATION:	<b>10:00 AM CST April 7, 2015</b> <b>WILLOWBROOK VILLAGE HALL</b> 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:

FALCO'S LANDSCAPING INC.  
4 N 151 5TH AVE.  
ADDISON, ILL. 60101

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 forty-five (45) days, or within sixty (60) days where approval by other agencies is required, from the date of opening of bids. Should the Village fail to act within the times herein specified, all bids shall be rendered null and void.

**J. CATALOGS**

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

**K. DELIVERY**

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

**L. GUARANTEES AND WARRANTIES**

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

**M. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

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

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

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

**N. COMPETENCY OF BIDDER**

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

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

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

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

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

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

**P. SPECIAL HANDLING**

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

**Q. MATERIAL INSPECTION AND RESPONSIBILITY**

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

**R. TOXIC SUBSTANCES**

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

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

**S. PRICE REDUCTIONS**

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

**T. TERMINATION OF CONTRACT**

1. The Village may, by written notice of default to the successful Bidder, terminate the whole or part of this contract in any one of the following circumstances:
  - a) If the successful Bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to

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

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

#### **U. EQUAL EMPLOYMENT OPPORTUNITY**

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

##### **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

## SUBCONTRACTS

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

## CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

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

### V. INSURANCE SPECIFICATIONS ("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:

#### TYPE OF INSURANCE

#### MINIMUM INSURANCE COVERAGE

##### **Commercial (Comprehensive) General Liability**

1. Comprehensive Form
2. Premises Operations
3. Explosion & Collapse Hazard
4. Underground Hazard
5. Products/Completed Operations Hazard
6. Contractual Liability Coverage Included
7. Broad Form Property Damage

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.

##### **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 PEKIN INSURANCE COMPANY
- B. Policy Number CL0188336-00P694675-CU28979-WC0006615
- C. Policy Term: (From) 06-14-2014 (To) 06-14-2015
- D. Endorsement Effective Date \_\_\_\_\_
- E. Named Insured FALCO'S LANDSCAPING INC.
- F. Address of Named Insured 4 N 151 ST AVE. ADDISON, ILL. 60101
- 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.

WILL COMPLETE  
IS REQUEST IF  
ALCO'S LANDSCAPING INC.  
GETS AWARD THIS  
310 PROPOSAL  
FR.

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

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

ADDITIONAL INSURED ENDORSEMENT - EXHIBIT "A"

Name of Insurer: PEKIN INSURANCE COMPANY  
Name of Insured: FALCO'S LANDSCAPING INC.  
Policy Number: PLEASE SEE ATTACHE CERTIFICATE OF INSURANCE  
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

FALCO'S LANDSCAPING INC.

(Name of Contractor)

contract for LANDSCAPE MAINTENANCE SERVICE 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:

Falconeri Rosar

Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This 7th day of

April, 20 15.

MY COMMISSION EXPIRES:

10/31/16

[Signature]  
NOTARY PUBLIC



4/7/15

CONTRACT - Page One of Two

1. This agreement, made and entered into this 07 day of APRIL 2015, 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, FALCO'S LANDSCAPING INC. agrees with the Village of Willowbrook at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.
3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the Village of Willowbrook, are all essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.



VILLAGE OF WILLOWBROOK

By: \_\_\_\_\_

Village Clerk

By: \_\_\_\_\_

Village Administrator

IF A CORPORATION

(Corporate Seal)

CORPORATE NAME

Attest:

FALCO'S LANDSCAPING INC.

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

SUBSCRIBED AND SWORN BEFORE ME

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

CONTRACT - Page Two of Two

**IF A PARTNERSHIP**

(Seal) \_\_\_\_\_

(Seal) \_\_\_\_\_

(Seal) \_\_\_\_\_

(Seal) \_\_\_\_\_

PARTNERS DOING BUSINESS UNDER THE NAME OF

\_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

=====

IF AN INDIVIDUAL

(Seal)

SUBSCRIBED AND SWORN BEFORE ME

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

## **II. ADDITIONAL REQUIREMENTS FOR PUBLIC WORKS PROJECTS**

### **A. INTENT**

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

### **B. LOCATION OF UTILITIES**

The successful Bidder shall contact the Village of Willowbrook Department of Municipal Services at least seventy-two (72) hours before beginning work. Where required, electric, gas, telephone and cable utilities must be located in the field prior to construction. The 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.

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### **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 to 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
Creeside Park	5.1
Lake Hinsdale Park	1.0
Ridgemoor Park	5.4

<u>PARKS (continued)</u>	<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 *	<u>1.5</u>

(\* 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):

##### 63<sup>rd</sup> 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.

##### 75<sup>th</sup> 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 <sup>rd</sup> Street to Joliet Road:	3.61 ac.
East Side: From 63 <sup>rd</sup> 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 79<sup>th</sup> St., including the bermed area at Midway Drive, (south of Midway Drive: 24.67 acres

3. Specified Facilities (Grand Total: 3.87 acres)

Public Works site:  
700/710 Willowbrook Cntr. Pkwy. Approx. 3.37 acres

Village Municipal Complex:  
Village Hall, 835 Midway Drive  
Police Station, 7760 Quincy Street  
Community Resource Center, 825 Midway Drive  
Approx. 0.5 acres

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

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

**72<sup>nd</sup> 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.

**79<sup>th</sup> 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)

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

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

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

**59<sup>th</sup> Street & Western Ave.** - 100 feet east from Western Ave on 59<sup>th</sup> St. southern right of way; 75 feet south from 59<sup>th</sup> St. on Western Ave. in the eastern right of way of Western Ave.; 75 feet south from 59<sup>th</sup> 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 75<sup>th</sup> Place and terminating at 79<sup>th</sup> 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'

**79<sup>th</sup> Street** – North Right-of Way -- addresses 228 and 234 = 400' x 20'

**73<sup>rd</sup> Court** - North Right-of Way of 73<sup>rd</sup> Ct. -- 920' x 15'. South Right-of-Way of 73<sup>rd</sup> Court – 600' x 15'

**65<sup>th</sup> Street** - North Right-of Way of 65<sup>th</sup> 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 0.5 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
Creeside 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
<b>Total</b>	<b>20</b>	<b>417</b>

## 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
<b>Total</b>	<b>9</b>	<b>466</b>

## **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)  | \$ <u>25,480.00</u> |
| B. | Roadside Rights of Way, Medians, and Specified Facilities (Section III-B-2) | \$ <u>33,761.00</u> |

#### Aeration

- |    |   |                    |
|----|---|--------------------|
| A. | Parks (Section III-CC-1)  | \$ <u>3,500.00</u> |
| B. | Roadside Rights of Way, Medians and Specified Facilities - Village Hall only (Section III-CC-2) | \$ <u>1,500.00</u> |

#### Planting Bed Maintenance

- |    |  |                    |
|----|--|--------------------|
| A. | Parks (Section III-DD-1)   | \$ <u>3,759.00</u> |
| B. | Roadside Rights of Way, Medians, and Specified Facilities (Section III-DD-2) | \$ <u>3,000.00</u> |

<b>TOTAL --</b>	<b>Mowing/Trimming, Aeration, Planting Bed Maintenance (Sections BB, CC and DD)</b>	\$ <u>71,000.00</u>
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<b>Alternate #1 - Tree Ring Maintenance- Parks, Roadside Rights of Way, Medians and Other Facilities - <u>Per Tree Unit Price</u></b>	\$ <u>50.00</u>
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<b>Alternate #2 - Additional Mowing - <u>Per Acre/ Per Occurrence Unit Price</u></b>	\$ <u>650.00</u>
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<b>Alternate #3 - Tree Fertilization - <u>Per Tree Unit Price</u> - Parks, Roadside Rights of Way, Medians and Other Facilities</b>	\$ <u>75.00</u>
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## REFERENCES

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

Company Name: VILLAGE OF ITASCA  
Address: 550 W. IRVING PARK RD. ITASCA. ILL. 60143  
Phone # / Fax #: (630) 805-2895  
Contact Person: MR. DAVE SLOAN  
Dates of Service (from - to): 2001 - 2014

Company Name: VILLAGE OF WILLOWBROOK  
Address: 835 MIDWAY DR. WILLOWBROOK. ILL. 60527-5549  
Phone # / Fax #: (630) 920-2261  
Contact Person: MR. TIMOTHY J. HALIK  
Dates of Service (from - to): \_\_\_\_\_

Company Name: ALMA MANAGEMENT COMPANY  
Address: 890 E. HIGGINS RD. SUITE 154 SCHWABURG. ILL. 60173  
Phone # / Fax #: (847) 517-4400  
Contact Person: MRS. ANDREA SORGANI or Mr. JOE. SORGANI  
Dates of Service (from - to): 2002 - 2014

Company Name: HINSDALE POINT CONDO. ASSOC.  
Address: 26 KINGERY QUARTER, HINSDALE. ILL. 60527  
Phone # / Fax #: (630) 655-4417  
Contact Person: MRS. JANICE SUBASIC.  
Dates of Service (from - to): 2004 - 2014



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/03/2015

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

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

PRODUCER Hometowne Insurance Services, Inc.  
155 Chicago Rd.  
Oswego IL 60543

CONTACT NAME: Tim Leverich  
PHONE (A/C, No, Ext): 630-554-4040 FAX (A/C, No): 630-554-4646  
E-MAIL ADDRESS: tim@hometowneinsurance.com

INSURED FALCO'S LANDSCAPING INC  
4N151 5TH AVE  
ADDISON IL 60101-2201

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pekin Insurance Company	24228
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			CL0188336	06/14/2014	06/14/2015	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/>							MED EXP (Any one person)	\$ 5,000	
	<input type="checkbox"/>							PERSONAL & ADV INJURY	\$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000		
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PROJECT	<input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:								\$	
A	AUTOMOBILE LIABILITY				00P694675	06/14/2014	06/14/2015	COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/>	ANY AUTO	N	N				BODILY INJURY (Per person)	\$ 1,000,000	
	<input checked="" type="checkbox"/>	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/>	HIRED AUTOS						<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	\$ 1,000,000
								\$		
A	<input type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	N	N	CU28979	06/14/2014	06/14/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	<input type="checkbox"/>	DED	<input type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC0006615	06/14/2014	06/14/2015	<input type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N	N/A				N	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/> Y						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Village of Willowbrook, its employees and officers as Additional Insureds

**CERTIFICATE HOLDER****CANCELLATION**

Village of Willowbrook  
Administration Department  
7760 Quincy Street  
Willowbrook IL 60527

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

AUTHORIZED REPRESENTATIVE



**Tim Halik**

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**Subject:** FW: EAB Abatement Program Status for Parks

**From:** Garrett Hummel  
**Sent:** Wednesday, June 10, 2015 11:23 AM  
**To:** Tim Halik  
**Subject:** RE: EAB Abatement Program Status for Parks

Tim,

The majority of the removals from the 2014 removal list have been made in the parks. There are a few stumps yet to be ground in a few parks, the majority of which are at Waterford Park. Pessina has confirmed they will target these remaining issues before starting on this year's list. After speaking with AJ, my understanding as to why there are a few stumps left in the parks is the ground has been too wet to get the grinding equipment in without damaging the grass.

With respect to the replacement plantings, The Fields at Caton Farm said they will be planting the replacement trees next Thursday (6/18) and Friday (6/19) barring any unforeseen issues (weather, etc.). Either today or tomorrow, The Fields is supposed to be sending me a final planting list with all the replacement species numbers detailed including prices. So at this time I don't know the specific types of trees being planted in the parks as replacements.

Regarding the 2015 removal list, I know Ron Kanaverskis had requested three ash trees be removed from Rodgers Glen Park. These trees have been marked for removal this year.

Please let me know if you need more specifics.

Thanks,  
Garrett

## Tim Halik

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**From:** Tim Halik  
**Sent:** Wednesday, June 10, 2015 11:05 AM  
**To:** Garrett Hummel  
**Subject:** EAB Abatement Program Status for Parks

Garrett –

At the last Parks & Recreation Commission meeting held on June 2, 2015, the Commission inquired as to the status of EAB tree removals in parks. They asked where we are at in the planned 4 year program and whether the trees that have already been removed will be replaced.

Please provide an update that I can share at the next meeting.

Thank you.

**Tim Halik**  
Village Administrator  
Village of Willowbrook  
835 Midway Drive ← Note new address!  
Willowbrook, IL 60527

630.920.2261 office  
630.920.2427 fax  
[thalik@willowbrook.il.us](mailto:thalik@willowbrook.il.us)



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[@Willowbrook\\_IL](https://twitter.com/Willowbrook_IL)