

## A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, MARCH 27, 2017, AT 6:30 P.M. AT THE **BURR RIDGE POLICE DEPARTMENT TRAINING ROOM, 7700 COUNTY LINE ROAD, BURR RIDGE, DUPAGE COUNTY, ILLINOIS**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITOR'S BUSINESS - Public comment is limited to three minutes per person
5. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (APPROVE)
  - b. Minutes - Regular Board Meeting - March 13, 2017 (APPROVE)
  - c. Warrants - \$230,017.80 (APPROVE)
  - d. Ordinance - An Ordinance Providing for the Official Zoning Map of the Village of Willowbrook, DuPage County, Illinois (PASS)
  - e. Resolution - A Resolution Waiving the Competitive Bidding Process and Authorizing the Mayor and Village Clerk to Execute a Certain Agreement - Landscape Maintenance Services - Between the Village of Willowbrook and Falco's Landscaping (ADOPT)
  - f. Resolution - A Resolution of the Village of Willowbrook Approving and Authorizing the Execution of an Intergovernmental Agreement Between the Village of Willowbrook and the County of DuPage to Provide Mowing Services along County Roads and Rights-of-Ways (ADOPT)
  - g. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Enter into an Agreement with BKD LLP for Audit Services for Fiscal Year 2016/17 (ADOPT)
  - h. Resolution - A Resolution Terminating the Agreement Between Azavar Technologies and the Village of Willowbrook to Provide Municipal Utility Tax Audits (ADOPT)

- i. Proclamation - A Proclamation Recognizing the Week of May 7 Through May 13, 2017 as Municipal Clerks Week in the Village of Willowbrook (APPROVE)
- j. Proclamation - A Proclamation Declaring April 4, 2017 as National Service Recognition Day Within the Village of Willowbrook (APPROVE)

NEW BUSINESS

- 6. DELINQUENT WATER BILLS
- 7. ORDINANCE - AN ORDINANCE GRANTING A TIME EXTENSION IN WHICH TO OBTAIN IDOT APPROVAL OF A PROPERTY LEASE AGREEMENT AS REQUIRED BY SECTION ELEVEN OF ORDINANCE NO. 16-O-48 - AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT, INCLUDING APPROVAL OF PRELIMINARY AND FINAL PLAT OF PUD, GRANTING CERTAIN WAIVERS FROM THE ZONING ORDINANCE, GRANTING CERTAIN VARIATIONS FROM THE SUBDIVISION REGULATIONS, GRANTING APPROVAL OF A PRELIMINARY AND FINAL PLAT OF SUBDIVISION, AND RELATED MATTERS - PC 15-08: 820 PLAINFIELD ROAD - PETE'S FRESH MARKET
- 8. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT - WILLOW POND PARK IMPROVEMENT PROJECT - CLAUSS BROTHERS, INC.

PRIOR BUSINESS

- 9. COMMITTEE REPORTS
- 10. ATTORNEY'S REPORT
- 11. CLERK'S REPORT
- 12. ADMINISTRATOR'S REPORT
- 13. MAYOR'S REPORT
- 14. CLOSED SESSION
- 15. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MARCH 13, 2017 AT THE BURR RIDGE POLICE DEPARTMENT, TRAINING ROOM, 7700 COUNTY LINE ROAD, VILLAGE OF BURR RIDGE, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at the hour of 6:33 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those present at roll call were Mayor Frank Trilla, Village Clerk Leroy Hansen, Trustees Sue Berglund, Umberto Davi, Terrence Kelly, Gayle Neal, and Paul Oggerino.

ABSENT: Trustee Michael Mistele

Also present were Village Attorney Thomas Bastian, Village Administrator Timothy Halik, Chief Mark Shelton, Director of Finance Carrie Dittman, Assistant to the Village Administrator Garrett Hummel, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked St. Baldrick's participant Tommy Kobler to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

Willowbrook Police Officer Tim Kobler and his son, Tommy, spoke on behalf of the members of the Fraternal Order of Police Lodge #128. Officer Kobler stated that this is the ninth year that the officers have teamed up with the Kerry Piper Pub in hosting the annual St. Baldrick's Day event to be held on Sunday, March 19<sup>th</sup> beginning at 11:00 a.m. Officer Kobler reminded the Board that St. Baldrick's is a leading pediatric cancer research organization. St. Baldrick's Day raises money by participants shaving their heads in support of children that are going through chemo treatments. For 2017, the goal is again \$100,000. As of this date, the event has raised over \$66,000. Officer Kobler invited the Board to attend the event, which will include a band and silent auction.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - February 28, 2017 (APPROVE)
- c. Warrants - \$170,228.42 (APPROVE)
- d. Monthly Financial Report - February 28, 2017 (APPROVE)
- e. Resolution - A Resolution Waiving the Competitive Bidding Process and Authorizing the Mayor and Village Clerk to Accept a Proposal from Bradford Systems Corporation for the Purchase and Installation of a High-Density Police Evidence Storage System in the Amount of \$32,670.29 - Police Expansion/Renovation Project - Resolution No. 17-R-13 (ADOPT)
- f. Resolution - A Resolution Authorizing the Village Administrator's Acceptance of Project Change Order No. 27 - The Addition of a Glass Railing for Display of the World Trade Center 9/11 Artifact, Project Change Order No. 28 - The Installation of a 4" Underground Conduit as Required by ComEd, and Project Change Order No. 29 - Various Wall Installations Required to Avoid Open Ceilings - Police Expansion/Renovation Project, and Ratifying and Confirming the Village Administrator's Prior Execution of Said Change Orders - Resolution No. 17-R-14 (ADOPT)
- g. Motion to Approve - Police Renovation Project: Payout #5 - Partial Payment - L.J. Morse Construction Company (APPROVE)

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

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

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

MOTION DECLARED CARRIED



NEW BUSINESS

6. ORDINANCE - A SUPPLEMENTAL APPROPRIATION ORDINANCE REVISING THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING MAY 1, 2016 AND ENDING APRIL 30, 2017 FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

Director Dittman reminded the Board that the original appropriation ordinance for the current fiscal year was approved on June 13, 2016. At the time of passage, the Village had not yet established the Route 83/Plainfield Road Business District fund, which was created at the July 11, 2016 Board meeting.

Director Dittman related that in order to include the Business District fund, a supplement to the Appropriation Ordinance must be passed in order to expend money from this fund.

MOTION: Made by Trustee Kelly and seconded by Trustee Neal to pass Ordinance No. 17-O-06 as presented.

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

MOTION DECLARED CARRIED

7. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT FOR THE REHABILITATION OF THE EXISTING ABOVE-GRADE WATER STORAGE STRUCTURE LOCATED AT 7760 QUINCY STREET - TECORP, INC., JOLIET, IL

Administrator Halik advised that a public bid opening was held on January 12, 2017 for the full blasting and repainting of the third and last Village water tower to be rehabilitated. Six sealed bids were received with the lowest qualified bid being submitted by Tecorp, Inc. The bid amount was \$505,700, and was approximately \$290,000 lower than the engineer's estimate.

The Village Board accepted this bid at the February 13<sup>th</sup> board meeting. Tonight's resolution will authorize the actual contract agreement.

If approved, the project will start in late April and be completed by the end of October. The project will be funded through the Water Capital Fund.

MOTION: Made by Trustee Oggerino and seconded by Trustee Davi to adopt Resolution No. 17-R-15 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

8. COMMITTEE REPORTS

Trustee Neal had no report.

Trustee Kelly had no report.

Trustee Berglund had no report.

Trustee Davi advised that the Village received its 28<sup>th</sup> straight GFOA Certificate of Achievement Award.

Trustee Oggerino had no report.

9. ATTORNEY'S REPORT

Attorney Bastian had no report.

10. CLERK'S REPORT

Clerk Hansen had no report.

11. ADMINISTRATOR'S REPORT

Administrator Halik reported that as part of a Public Works mutual aid system, two Public Works employees and two trucks were sent to Naplate on March 3<sup>rd</sup> to assist in clean-up efforts after the town was struck by a tornado on February 28<sup>th</sup>.

Administrator Halik reminded the Board that there will be a Budget Workshop held on Monday, March 20<sup>th</sup> in the Burr Ridge Police Department Training Room. Food will be served at 5:15 p.m. with the meeting beginning at 5:30 p.m.

12. MAYOR'S REPORT

Mayor Trilla had no report.

13. CLOSED SESSION

- a. Consideration of the Appointment, Employment, Compensation, and Performance of a Specific Employee of the Public Body, Pursuant to Chapter 5 ILCS 120/1(C)(1)

RECESS INTO CLOSED SESSION

MOTION: Made by Trustee Davi and seconded by Trustee Oggerino to recess into Closed Session at the hour of 6:52 p.m.

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

MOTION DECLARED CARRIED

The Board reconvened the Regular Meeting at the hour of 7:05 p.m.

14. ADJOURNMENT

MOTION: Made by Trustee Neal and seconded by Trustee Berglund, to adjourn the Regular Meeting at the hour of 7:06 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

March 27, 2017.

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Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

## WARRANTS

March 27, 2017

GENERAL CORPORATE FUND	-----	\$87,088.52
WATER FUND	-----	120,929.67
WATER CAPITAL IMPROVEMENT FUND	-----	2,789.63
L.A.F.E.R FUND	-----	16,193.78
Rt 83/PLAINFIELD RD BUSINESS DISTRICT TAX	-----	3,016.20
 TOTAL WARRANTS	-----	 \$230,017.80



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Carrie Dittman, Director of Finance

APPROVED:

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Frank A. Trilla, Mayor

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
03/15/2017	APCHK	90221	2ND QTR 2016	ILLINOIS DIRECTOR OF	HEALTH/DENTAL/LIFE INSURANCE			** VOIDED **
03/20/2017	APCHK	90223	3/20/17 WORKSHOP	TOMMY R's CATERING	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	277.00
03/20/2017	APCHK	90224	17 SMR BROCHURE	U.S. POSTMASTER	POSTAGE & METER RENT	550-311	20	1,594.91
03/28/2017	APCHK	40 (E)	4/2016 BAL DUE	I.D.E.S.	SUI - UNEMPLOYMENT	400-171	10	142.76
03/28/2017	APCHK	90225	9942780109	AIRGAS USA LLC	EQUIPMENT RENTAL	750-290	35	68.47
03/28/2017	APCHK	90226	81859	AMERICAN ALUMINIUM ACC INC	MAINTENANCE - VEHICLES	630-409	30	44.38
03/28/2017	APCHK	90227#	48169 48170	AMERICAN FIRST AID SERVICE I	BUILDING MAINTENANCE SUPPLIES OPERATING EQUIPMENT	466-351 630-401	10 30	49.25 15.45
CHECK APCHK 90227 TOTAL FOR								64.70
03/28/2017	APCHK	90228	24059 FEB 17 24059 FEB 17	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - CAMERA FEES RED LIGHT - MISC FEE	630-247 630-249	30 30	13,485.00 2,280.00
CHECK APCHK 90228 TOTAL FOR								15,765.00
03/28/2017	APCHK	90229	56146	APPRIZE PROMOTIONAL PRODUCTS	FAMILY SPECIAL EVENT - RACE	585-154	20	360.00
03/28/2017	APCHK	90231	12927 MAR 17	AZAVAR AUDIT SOLUTIONS INC	UTILITY TAX	310-205	00	319.50
03/28/2017	APCHK	90232	13438 MAR 17	BLACK GOLD SEPTIC	MAINTENANCE - PW BUILDING	725-418	35	310.00
03/28/2017	APCHK	90233	2-6-17	BRYAN'S GARAGE DOOR SOLUTION	MAINTENANCE - PW BUILDING	725-418	35	312.00
03/28/2017	APCHK	90234	BROCHURE SMR17	BURR RIDGE PARK DISTRICT	CONSULTING SERVICES	555-306	20	7,500.00
03/28/2017	APCHK	90235	234104	BUTTREY RENTAL SERVICE, INC.	EQUIPMENT RENTAL	750-290	35	690.80
03/28/2017	APCHK	90236*#	12144321139753 MAR 12144321139753 MAR	CALL ONE INC	PHONE - TELEPHONES PHONE - TELEPHONES	455-201 630-201	10 30	1,321.19 1,191.68
CHECK APCHK 90236 TOTAL FOR								2,512.87
03/28/2017	APCHK	90237	1001459519 FEB 17	CHICAGO SUN-TIMES, INC	PRINTING & PUBLISHING	510-302	15	156.22
03/28/2017	APCHK	90238*#	134898 134896 134897 134899 134959 134890	CHRISTOPHER B. BURKE	FEES - ENGINEERING PLAN REVIEW - ENGINEER PLAN REVIEW - ENGINEER PLAN REVIEW - ENGINEER FEES - ENGINEERING FEES - ENGINEERING	520-245 520-254 520-254 520-254 720-245 720-245	15 15 15 15 35 35	1,121.00 966.25 300.47 220.00 1,377.25 529.50

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
			134891		FEES - DRAINAGE ENGINEER - REIMB.	820-246	40	728.00
			134895		FEES - DRAINAGE ENGINEER - REIMB.	820-246	40	300.00
			134893		PLAN REVIEW - ENGINEER - REIMB.	820-254	40	698.50
			134900		PLAN REVIEW - ENGINEER - REIMB.	820-254	40	254.50
				CHECK APCHK 90238 TOTAL FOR				6,495.47
03/28/2017	APCHK	90239	134901	CHRISTOPHER B. BURKE	PLAN REVIEW - ENGINEER - REIMB.	820-254	40	127.25
03/28/2017	APCHK	90240	3171 MAR 17	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	466-228	10	2,515.74
03/28/2017	APCHK	90241*#	0791026027 MAR17	COMMONWEALTH EDISON	RED LIGHT - COM ED	630-248	30	40.74
			0423085170 MAR17		RED LIGHT - COM ED	630-248	30	47.04
			6863089003 MAR 17		RED LIGHT - COM ED	630-248	30	31.57
			743208030 MAR17		ENERGY - STREET LIGHTS	745-207	35	480.42
			4403140110 MAR 17		ENERGY - STREET LIGHTS	745-207	35	52.67
				CHECK APCHK 90241 TOTAL FOR				652.44
03/28/2017	APCHK	90242	71618986	COMPASS MINERALS AMERICA	OPERATING SUPPLIES	755-331	35	4,601.20
03/28/2017	APCHK	90243*#	APRIL 2017	DELTA DENTAL PLAN OF ILLINOI	EMP DED PAY- INSURANCE	210-204	00	1,150.09
			APRIL 2017		HEALTH/DENTAL/LIFE INSURANCE	455-141	10	271.09
			APRIL 2017		HEALTH/DENTAL/LIFE INSURANCE	510-141	15	57.16
			APRIL 2017		HEALTH/DENTAL/LIFE INSURANCE	610-141	25	228.64
			APRIL 2017		HEALTH/DENTAL/LIFE INSURANCE	630-141	30	2,384.33
			APRIL 2017		HEALTH/DENTAL/LIFE INSURANCE	710-141	35	213.93
			APRIL 2017		HEALTH/DENTAL/LIFE INSURANCE	810-141	40	171.48
				CHECK APCHK 90243 TOTAL FOR				4,476.72
03/28/2017	APCHK	90244#	FEB 2017	DISCOVERY BENEFITS SIMPLIFY	EMP DED PAY - FSA FEE	210-221	00	46.20
			FEB 2017		HEALTH/DENTAL/LIFE INSURANCE	455-141	10	3.80
				CHECK APCHK 90244 TOTAL FOR				50.00
03/28/2017	APCHK	90245	4-27-17 MTG	DUPAGE CNTY CHIEFS OF POL.AS	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	175.00
03/28/2017	APCHK	90246#	1602141001	DUPAGE COUNTY PUBLIC WORKS	SANITARY (7760 QUINCY)	466-250	10	22.94
			16021375-03		SANITARY (835 MIDWAY)	466-251	10	31.19
			1602139803		SANITARY (825 MIDWAY)	466-252	10	32.59
			1602161101		SANITARY USER CHARGE	725-417	35	23.87
				CHECK APCHK 90246 TOTAL FOR				110.59

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
03/28/2017	APCHK	90247#	9830 FEB 17	DUPAGE MAYORS AND MGRS. CONF	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	40.00
			9830 FEB 17		SCHOOLS/CONFERENCES/TRAVEL	455-304	10	40.00
				CHECK APCHK 90247 TOTAL FOR				80.00
03/28/2017	APCHK	90249	123657	GENE'S TIRE SERVICE	MAINTENANCE - VEHICLES	735-409	35	45.90
03/28/2017	APCHK	90250	5142.900-2	GEWALT HAMILTON ASSOCIATES I	PLAN REVIEW - TRAFFIC CONSULTANT -	520-258	15	1,120.50
03/28/2017	APCHK	90251	1-03-17-059	GOVHR USA	PERSONNEL RECRUITMENT	630-131	30	767.00
03/28/2017	APCHK	90252	9382296235	GRAINGER	STREET & ROW MAINTENANCE	750-328	35	105.78
03/28/2017	APCHK	90253	15464	H AND R CONSTRUCTION INC.	SNOW REMOVAL CONTRACT	740-287	35	715.00
			15462		STREET & ROW MAINTENANCE	750-328	35	7,439.00
			15463		STREET & ROW MAINTENANCE	750-328	35	4,095.00
				CHECK APCHK 90253 TOTAL FOR				12,249.00
03/28/2017	APCHK	90256	50313 MAR17	HR SIMPLIFIED	HEALTH/DENTAL/LIFE INSURANCE	455-141	10	100.00
03/28/2017	APCHK	90257	C39084A	INDUSTRIAL ORGANIZATIONAL SO	EXAMS - WRITTEN	440-542	07	1,480.00
			C39084A		EXAMS - PSYCHOLOGICAL	440-544	07	1,480.00
				CHECK APCHK 90257 TOTAL FOR				2,960.00
03/28/2017	APCHK	90259	60 FEB 17	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	325.00
03/28/2017	APCHK	90260	9003306516	KONICA MINOLTA BUSINESS SOLU	COPY SERVICE	455-315	10	228.32
03/28/2017	APCHK	90261*#	71794 FEB 17	LAW OFFICES STORINO RAMELLO&	FEES - VILLAGE ATTORNEY	470-239	10	5,951.96
03/28/2017	APCHK	90262	N6426575	MAILFINANCE	POSTAGE & METER RENT	455-311	10	408.24
03/28/2017	APCHK	90263	8252 JAN/FEB 17	MARQUARDT & BELMONTE P.C.	RED LIGHT - ADJUDICATOR	630-246	30	765.00
03/28/2017	APCHK	90264#	30039	MARQUARDT PRINTING CO.	OFFICE SUPPLIES	610-301	25	615.00
			30140		OFFICE SUPPLIES	710-301	35	98.00
				CHECK APCHK 90264 TOTAL FOR				713.00
03/28/2017	APCHK	90265	14264	METRO REPORTING SERVICE LTD.	FEES - COURT REPORTER	520-246	15	496.20
03/28/2017	APCHK	90266	2017 UNIFORMS	MICHELLE STRUGALA	UNIFORMS	630-345	30	161.98
03/28/2017	APCHK	90267	28071212017 M4R17	MOTOROLA SOLUTIONS INC	PHONE - TELEPHONES	630-201	30	68.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
03/28/2017	APCHK	90268	4-5-17 MTG STUCLH	MUNICIPAL CLERKS OF DUPAGE C	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	25.00
03/28/2017	APCHK	90270	154440191 MAR17	ORKIN EXTERMINATING	MAINTENANCE - BUILDING	466-228	10	89.86
03/28/2017	APCHK	90271	12975608	PCS INDUSTRIES	BUILDING MAINTENANCE SUPPLIES	466-351	10	98.38
			CR00193391		BUILDING MAINTENANCE SUPPLIES	466-351	10	(51.88)
				CHECK APCHK 90271 TOTAL FOR				46.50
03/28/2017	APCHK	90272#	3/21/17	PETTY CASH C/O TIM HALIK	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	23.99
			3/21/17		BUILDING MAINTENANCE SUPPLIES	466-351	10	19.77
			3/21/17		BUILDING MAINTENANCE SUPPLIES	466-351	10	4.27
			3/21/17		OPERATING EQUIPMENT	630-401	30	10.06
				CHECK APCHK 90272 TOTAL FOR				58.09
03/28/2017	APCHK	90273	90043	PUBLIC SAFETY DIRECT INC	MAINTENANCE - VEHICLES	630-409	30	146.45
			89977		MAINTENANCE - VEHICLES	630-409	30	100.00
				CHECK APCHK 90273 TOTAL FOR				246.45
03/28/2017	APCHK	90274	15224	RAGS ELECTRIC, INC	MAINTENANCE - STREET LIGHTS	745-223	35	195.00
			15225		MAINTENANCE - STREET LIGHTS	745-223	35	142.75
				CHECK APCHK 90274 TOTAL FOR				337.75
03/28/2017	APCHK	90275	1714252	RAY O'HERRON CO., INC.	CADET PROGRAM	630-308	30	385.82
			1714251		CADET PROGRAM	630-308	30	385.82
			1712568		CADET PROGRAM	630-308	30	233.91
			1714250		UNIFORMS	630-345	30	149.98
			1708128		UNIFORMS	630-345	30	149.98
			1708126		UNIFORMS	630-345	30	92.94
			1708129		UNIFORMS	630-345	30	55.80
				CHECK APCHK 90275 TOTAL FOR				1,454.25
03/28/2017	APCHK	90276	8367	SHERIDAN PLUMBING & SEWER	JET CLEANING CULVERT	750-286	35	1,590.00
03/28/2017	APCHK	90277	BAL ROW BOND	STEVE DWEYDARI	COMM. DEV. BOND & DEPOSITS PAYABLE	210-109	00	1,000.00
03/28/2017	APCHK	90278*#	2017-045	SUNSET SEWER & WATER	STREET & ROW MAINTENANCE	750-328	35	1,996.86
03/28/2017	APCHK	90279	114407	TAMELING INDUSTRIES	STREET & ROW MAINTENANCE	750-328	35	48.60



CHECK DISBURSEMENT REPORT FOR WILLOWBROOK  
 CHECK DATE FROM 03/15/2017 - 03/28/2017

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
03/28/2017	APCHK	90280	17-0683	THOMPSON ELEV. INSPECT. SERV	ELEVATOR INSPECTION - REIMB.	830-117	40	43.00
03/28/2017	APCHK	90281	835742108 FEB 17	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	147.00
03/28/2017	APCHK	90282	89134	TRAFFIC CONTROL & PROTECTION	ROAD SIGNS	755-333	35	59.25
03/28/2017	APCHK	90284#	0611032139	UNIFIRST	MAINTENANCE - BUILDING	466-228	10	241.25
			0611029191		MAINTENANCE - PW BUILDING	725-418	35	87.09
			0611026209		MAINTENANCE - PW BUILDING	725-418	35	81.68
				CHECK APCHK 90284 TOTAL FOR				410.02
03/28/2017	APCHK	90285	0320-2072	UTILITY DYNAMICS CORPORATION	MAINTENANCE - STREET LIGHTS	745-223	35	1,643.00
03/28/2017	APCHK	90286*#	9781295699 MAY 17	VERIZON WIRELESS	PHONE - TELEPHONES	410-201	05	62.58
			9781295699 MAY 17		PHONE - TELEPHONES	455-201	10	20.86
			9781295699 MAY 17		PHONE - TELEPHONES	630-201	30	877.30
			9781295699 MAY 17		TELEPHONES	710-201	35	142.66
			9781295699 MAY 17		TELEPHONES	810-201	40	193.34
				CHECK APCHK 90286 TOTAL FOR				1,296.74
03/28/2017	APCHK	90287	3398047-1	WAREHOUSE DIRECT	OFFICE SUPPLIES	630-301	30	9.75
			3397967-0		OFFICE SUPPLIES	630-301	30	23.35
			3398047-0		OFFICE SUPPLIES	630-301	30	19.50
			3397967-0		OPERATING EQUIPMENT	630-401	30	35.28
			3398047-0		OPERATING EQUIPMENT	630-401	30	17.97
				CHECK APCHK 90287 TOTAL FOR				105.85
03/28/2017	APCHK	90288	430033	WESTFIELD FORD	MAINTENANCE - VEHICLES	735-409	35	599.40
03/28/2017	APCHK	90289	72919	WESTOWN AUTO SUPPLY COMPANY	MAINTENANCE - EQUIPMENT	735-411	35	22.00
				Total for fund 01 GENERAL FUND				87,088.52
Fund: 02 WATER FUND								
03/28/2017	APCHK	39(E)	11683 FEB 17	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	110,006.40
03/28/2017	APCHK	90230	826930710 MAR 17	AT & T MOBILITY	PHONE - TELEPHONES	401-201	50	62.01
03/28/2017	APCHK	90236*#	12144321139753 MAR	CALL ONE INC	PHONE - TELEPHONES	401-201	50	(30.44)
03/28/2017	APCHK	90238*#	134894	CHRISTOPHER B. BURKE	FEES - ENGINEERING	405-245	50	1,748.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount	
Fund: 02 WATER FUND									
03/28/2017	APCHK	90241*#	4651111049	MAR 1	COMMONWEALTH EDISON	ENERGY - ELECTRIC PUMP	420-206	50	1,146.49
03/28/2017	APCHK	90243*#	APRIL 2017		DELTA DENTAL PLAN OF ILLINOI	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	213.93
03/28/2017	APCHK	90254	170152		H-B-K WATER METER SERVICE	METERS FLOW TESTING	435-278	50	145.00
			170158		NEW METERING EQUIPMENT		435-461	50	3,407.18
					CHECK APCHK 90254 TOTAL FOR				3,552.18
03/28/2017	APCHK	90255	8025265		HOME DEPOT CREDIT SERVICES	OPERATING EQUIPMENT	430-401	50	39.94
03/28/2017	APCHK	90269	54671268		NEOPOST USA INC	EDP LICENSES	417-263	50	538.00
03/28/2017	APCHK	90278*#	2017-046		SUNSET SEWER & WATER	WATER DISTRIBUTION REPAIRS/MAINTEN	430-277	50	2,935.50
03/28/2017	APCHK	90283	20540		UNDERGROUND PIPE & VALVE, CO	WATER DISTRIBUTION REPAIRS/MAINTEN	430-277	50	575.00
03/28/2017	APCHK	90286*#	9781295699	MAY 17	VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	142.66
					Total for fund 02 WATER FUND				120,929.67
Fund: 09 WATER CAPITAL IMPROVEMENTS FUND									
03/28/2017	APCHK	90238*#	134888		CHRISTOPHER B. BURKE	WATER TANK REPAIRS	440-604	65	1,278.13
			134889			WATER TANK REPAIRS	440-604	65	1,511.50
					CHECK APCHK 90238 TOTAL FOR				2,789.63
					Total for fund 09 WATER CAPITAL IMPROVEMENTS F				2,789.63
Fund: 14 LAND ACQUISITION, FACILITY, EXPANSION &									
03/28/2017	APCHK	90238*#	134892		CHRISTOPHER B. BURKE	POLICE DEPT REMODEL (7760 QUINCY)	930-411	75	644.00
03/28/2017	APCHK	90258	49139	FEB 17	INTERGRATED PROJECT MANAGMEN	POLICE DEPT REMODEL (7760 QUINCY)	930-411	75	6,435.00
03/28/2017	APCHK	90290	17622	FEB 17	WILLIAMS ARCHITECTS	POLICE DEPT REMODEL (7760 QUINCY)	930-411	75	9,114.78
					Total for fund 14 LAND ACQUISITION, FACILITY,				16,193.78
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX									
03/28/2017	APCHK	90248	7372	FEB 17	EHLERS & ASSOCIATES INC	CONSULTANTS-DESIGN & OTHER	510-232	15	975.00
03/28/2017	APCHK	90261*#	71794	FEB 17	LAW OFFICES STORINO RAMELLO&	LEGAL FEES	401-242	15	2,041.20
					Total for fund 15 RT 83/PLAINFIELD RD BUSINESS				3,016.20
					TOTAL - ALL FUNDS				230,017.80
					***-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND				
					***-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT				

'\*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND  
 '#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

AN ORDINANCE PROVIDING FOR THE OFFICIAL ZONING MAP OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

### AGENDA NO.

5d

### AGENDA DATE:

03/27/17

**STAFF REVIEW:** Anna Franco, Planning Consultant

**SIGNATURE:**

*Anna E Franco*

**LEGAL REVIEW:** Tom Bastian, Village Attorney

**SIGNATURE:**

*THOMAS BASTIAN TH*

**RECOMMENDED BY:** Tim Halik, Village Administrator

**SIGNATURE:**

*T Halik*

**REVIEWED & APPROVED BY COMMITTEE:**

YES ☐

NO ☐

N/A ☒

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

In accordance with 65 ILCS 5/11-13-19, the Village is required to publish its Zoning Map by March 31st of each year if there have been any map amendments (i.e. rezonings, subdivisions, annexations, and/or special use permits) during the preceding calendar year. The attached map has been prepared to reflect all changes through December 31, 2016. Additionally, a number of changes have been made to improve the readability and accuracy of the Zoning Map.

The new map includes the following modifications from the previous map:

1. Zoning Map colors have been changed to improve readability.
2. The logo has been updated with the new Village Logo.
3. Major waterways and bodies of water are now labeled.
4. Certain address labels for properties outside of the Village's corporate boundaries have been added.
5. Linework has been added for the I-55 expressway and interchange.
6. Corrections have been made to fix visibility of "Special Use" icons.
7. The "Involuntary Annexation Not Permitted" map designation has been removed as the boundary agreement between the Village of Willowbrook and the Village of Burr Ridge has expired.
8. Re-subdivision lines and address information has been added for the Carrington Club property.
9. 122 59<sup>th</sup> Street is now incorporated as an R-1 District property.
10. Address information has been labeled for the ROC Storage Buildings.
11. The address for Pete's Fresh Market has been corrected from "820 Plainfield Road" to "840 Plainfield Road".
12. The address for "6400 Madison Street" has been corrected to "6450 Madison Street".
13. The street label for "Ridgmoor Drive" has been corrected to "Ridgemoor Drive West".
14. The addition of this disclaimer has been added to the bottom right corner of the map:

"Note:

This map reflects applicable zoning changes up to December 31, 2016. Changes that have been approved after the adoption of this map are not reflected. This map is intended to depict graphical representation of zoning district boundaries only. The Village of Willowbrook assumes no liability for the misuse or misinterpretation of the data. In all cases Village ordinances define and govern applicable zoning and uses."

As in last year, the "Official Map" will be available on the Village's website and hard copies will be available for viewing at the Village Hall.

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

Staff recommends approval of the attached ordinance.

**ACTION PROPOSED:** Approval of the ordinance and direction to the Village Clerk to publish the map.

ORDINANCE NO. 17-O-\_\_\_\_

AN ORDINANCE PROVIDING FOR THE OFFICIAL  
ZONING MAP OF THE VILLAGE OF  
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

---

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois as follows:

SECTION ONE: That the Official Zoning District Map attached hereto as Exhibit "A" and by this reference incorporated herein be and the same is and shall be the Official Zoning Map for the Village of Willowbrook as provided for in 65 ILCS 5/11-13-19.

SECTION TWO: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

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

PASSED and APPROVED this 27th day of March, 2017.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

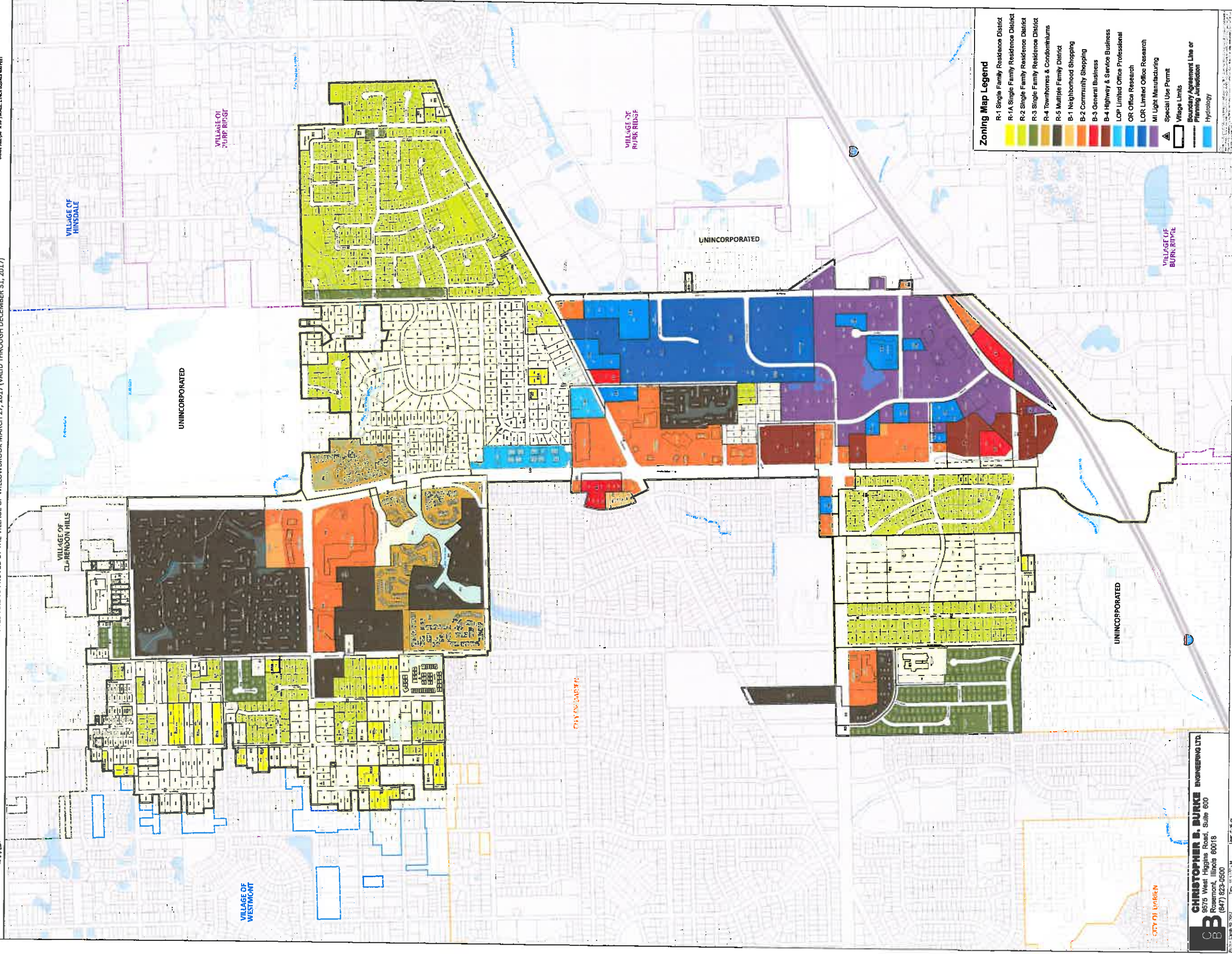
ABSENT: \_\_\_\_\_

Exhibit "A"





LARGE SIZE (36" X 50") SCALE: 1 INCH EQUALS 400 FEET





# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – LANDSCAPE MAINTENANCE SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND FALCO'S LANDSCAPING

AGENDA NO.

5e

AGENDA DATE: 3/27/17

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: TEHLIK

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: TEHLIK

REVIEWED & APPROVED BY MUNICIPAL SERVICES COMMITTEE: YES ☒ by telephone NO ☐ N/A ☐

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

Falco's Landscaping currently provides landscape maintenance services to the Village in the form of regular turf mowing, trimming, and planting bed maintenance for parks, rights-of-ways, and the other Village owned facilities (e.g., Village Hall, pump house, water towers). Staff is very pleased with the quality of services currently provided by Falco's and have invested a significant amount of time training their field crews on all areas of town which requires routine mowing and weed removal work. The following is a history of the contract prices charged to the Village by Falco's since they were awarded the publicly bid contract for the FY 2015/16 season:

CONTRACT TERM	VENDOR	CONTRACT PRICE	% CHANGE
FY 2015-2016	Falco's Landscaping	\$71,000	-
FY 2016-2017	Falco's Landscaping	\$74,550	5%

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

Staff has previously contacted Falco's to discuss a contract extension. Falco's has offered to renew the current contract with a 5% price increase. Therefore, the cost of the FY 2017/2018 season would be \$78,277.50, which reflects a \$3,727.50 increase. This cost will be offset by payments received from DuPage County for mowing of various county rights-of-ways.

This information has been shared with the members of the Municipal Services Committee. The Committee recommends that the Village Board approve a one-year contract extension with Falco's with a 5% price increase. As such, staff would recommend that the competitive bidding process be waived and a one-year contract be awarded to Falco's Landscaping.

The FY 2017/18 Budget includes the following funding for this program:

FUND	ACCOUNT	DESCRIPTION	FY 2017/18 BUDGET
Pub. Works	01-35-755-281	Rt. 83 Beautification	\$50,000
Parks & Rec.	01-20-570-281	Contracted Maintenance	\$38,000

### ACTION PROPOSED:

Adopt the resolution.



RESOLUTION NO. 17-R-\_\_\_\_\_

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – LANDSCAPE MAINTENANCE SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND FALCO'S LANDSCAPING

---

WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the Mayor and Village Clerk to execute an Agreement with Falco's Landscaping, for the purposes of providing landscape maintenance services to the Village of Willowbrook.

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

SECTION ONE: That the competitive bidding process be waived and that the Mayor and Village Clerk be and the same are hereby authorized to execute an Agreement with Falco's Landscaping, in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Falco's Landscaping providing landscape maintenance services to the Village of Willowbrook.

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

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

ADOPTED and APPROVED this 27<sup>th</sup> day of March, 2017.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

AGREEMENT

THIS AGREEMENT made and entered into this 27th day of April, 2017, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Falco's Landscaping.

W I T N E S S E T H:

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

WHEREAS, by Resolution 16-R-25, the Mayor and Village Clerk were authorized to execute, and did execute, a certain contract with Falco's Landscaping for the purposes of providing landscape maintenance services to the Village of Willowbrook for the period from May 1, 2016, to April 30, 2017, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract for one year, from May 1, 2017, to April 30, 2018, with the total cost not to exceed \$78,277.50, which represents a 5% increase in fees over the prior contract; and,

WHEREAS, Falco's Landscaping has agreed to provide such services as set forth in the Contract for a cost amount not to exceed \$78,277.50 per year, as agreed to by a letter to the Village dated April 19, 2016, which is attached hereto and incorporated herein as Exhibit "B".

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

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

Section 2. The Village and Falco's Landscaping hereby extend the term of the Contract for the period from May 1, 2017, to April 30, 2018, with the cost amount not to exceed \$78,277.50.

Section 3. Notwithstanding anything to the contrary, Falco's Landscaping hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2017, to April 30, 2018, as otherwise described and set forth in the Contract.

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

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

VILLAGE OF WILLOWBROOK, an Illinois  
municipal corporation,

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

ATTEST:

\_\_\_\_\_  
Village Clerk

Falco's Landscaping

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

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**EXHIBIT "A" TO AGREEMENT**

***ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:***

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

**CONTRACT PERIOD: MAY 1, 2016 – APRIL 30, 2017**

**BIDDER: FALCO'S LANDSCAPING, 4 N 151 5<sup>TH</sup> AVENUE, ADDISON, IL 60101**

***APPROXIMATELY FORTY-FIVE (45) PAGES***

RESOLUTION NO. 16-R- 25

COPY

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT - LANDSCAPE MAINTENANCE SERVICES - BETWEEN THE VILLAGE OF WILLOWBROOK AND FALCO'S LANDSCAPING

---

WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the Mayor and Village Clerk to execute an Agreement with Falco's Landscaping, for the purposes of providing landscape maintenance services to the Village of Willowbrook.

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

SECTION ONE: That the competitive bidding process be waived and that the Mayor and Village Clerk be and the same are hereby authorized to execute an Agreement with Falco's Landscaping, in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Falco's Landscaping providing landscape maintenance services to the Village of Willowbrook.

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

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

ADOPTED and APPROVED this 25<sup>th</sup> day of April, 2016.



APPROVED:

Frank A. Fuller  
Mayor

ATTEST:

Leroy R. Hansen  
Village Clerk

ROLL CALL VOTE:

AYES: Berglund, Kelly, Mistele, Neal, Oggerino

NAYS: 0

ABSTENTIONS: 0

ABSENT: DAVI



**AGREEMENT**

THIS AGREEMENT made and entered into this 25 day of April, 2016, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Falco's Landscaping.

**WITNESSETH:**

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

WHEREAS, by Resolution 15-R-46, the Mayor and Village Clerk were authorized to execute, and did execute, a certain contract with Falco's Landscaping for the purposes of providing landscape maintenance services to the Village of Willowbrook for the period from May 1, 2015, to April 30, 2016, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract for one year, from May 1, 2016, to April 30, 2017, with the total cost not to exceed \$74,550, which represents a 5% increase in fees over the prior contract; and,

WHEREAS, Falco's Landscaping has agreed to provide such services as set forth in the Contract for a cost amount not to exceed \$74,550 per year, as agreed to by a letter to the Village dated April 25, 2016, which is attached hereto and incorporated herein as Exhibit "B".

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

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

Section 2. The Village and Falco's Landscaping hereby extend the term of the Contract for the period from May 1, 2016, to April 30, 2017, with the cost amount not to exceed \$74,550.

Section 3. Notwithstanding anything to the contrary, Falco's Landscaping hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2016, to April 30, 2017, as otherwise described and set forth in the Contract.

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

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



ATTEST:

Leroy R Hansen  
Village Clerk

VILLAGE OF WILLOWBROOK, an Illinois  
municipal corporation,

By: Frank A. Tull  
Mayor

Falco's Landscaping

By: Falco's Landscaping  
Its: FALCO POSTAS

ATTEST:

Cynthia A. Smith

**EXHIBIT "A" TO AGREEMENT**

***ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:***

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

**CONTRACT PERIOD: MAY 1, 2015 – APRIL 30, 2016**

**BIDDER: FALCO'S LANDSCAPING, 4 N 151 5<sup>TH</sup> AVENUE, ADDISON, IL 60101**

***APPROXIMATELY THIRTY-EIGHT (38) PAGES***

RESOLUTION NO. 15-R- 46

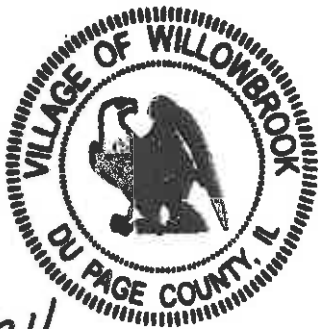
A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AND EXECUTE A CERTAIN CONTRACT - LANDSCAPE MAINTENANCE SERVICES - FALCO'S LANDSCAPING, INC., ADDISON

COPY

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 S. Tella  
Mayor

ATTEST:

Leroy Hansen  
Village Clerk

ROLL CALL VOTE: AYES: Berglund, Davi, Kelly, Mistele, Neal, Ogden/No  
 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:	_____
BID DEPOSIT: <i>(Certified Check, Bank Cashier's Check or Bid Bond)</i>	5% of Bid Amount <i>(See Page 4)</i>
PERFORMANCE BOND(S) REQUIRED:	Yes <i>(See Page 4)</i>
DRAWINGS:	None
BID OPENING – DATE/TIME/LOCATION:	<b>10:00 AM CST April 7, 2015</b> <b>WILLOWBROOK VILLAGE HALL</b> <b>835 Midway Drive</b> <b>Willowbrook, Illinois 60527</b>

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 STH 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 WARRANTEES**

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

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

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

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

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

**N. COMPETENCY OF BIDDER**

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

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

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

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

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

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

**P. SPECIAL HANDLING**

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

**Q. MATERIAL INSPECTION AND RESPONSIBILITY**

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

**R. TOXIC SUBSTANCES**

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

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

**S. PRICE REDUCTIONS**

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

**T. TERMINATION OF CONTRACT**

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

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

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

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

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

#### **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

## SUBCONTRACTS

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

## CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

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

### V. INSURANCE SPECIFICATIONS ("Insurance Section")

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

<u>TYPE OF INSURANCE</u>	<u>MINIMUM INSURANCE COVERAGE</u>
<b>Commercial (Comprehensive) General Liability</b> <div><ol style="list-style-type: none"><li>1. Comprehensive Form</li><li>2. Premises Operations</li><li>3. Explosion &amp; Collapse Hazard</li><li>4. Underground Hazard</li><li>5. Products/Completed Operations Hazard</li><li>6. Contractual Liability Coverage Included</li><li>7. Broad Form Property Damage</li></ol></div>	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.
<b>Worker's Compensation Insurance</b>	In the statutory amounts
<b>Employer's Liability Insurance</b>	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.
<b>Commercial (Comprehensive) Automobile Liability Insurance</b>	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 STH 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.  
LET'S 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., as part of its bid on a  
(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



4/1/15

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: [Signature]  
Village Clerk

By: [Signature]  
Village Administrator

IF A CORPORATION

(Corporate Seal)

CORPORATE NAME

Attest:

FALCO'S LANDSCAPING INC.

By: N/A  
Secretary

By: [Signature]  
President

SUBSCRIBED AND SWORN BEFORE ME

This 21st day of JULY, 2015.

MY COMMISSION EXPIRES: APRIL 2, 2017

[Signature]  
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 the right to increase or decrease quantities and number of mowings/weedings based on actual field conditions and requirements. The Contractor will be asked to provide a list of hourly manpower and equipment rates used to calculate the proposal prices for this section of the contract. These rates shall be used when the quantities of work must be increased or decreased for any reason such as adding sites, deleting sites, or failure of the Contractor to complete required work. Using these rates, the Village and the Contractor shall meet and shall mutually agree upon the dollar amounts to be added to or deleted from the contract.

**Z. OPTIONAL WORK**

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

**AA. REPORT OF WORK PERFORMED AND SCHEDULED**

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

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

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

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

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

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

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

**1. Village Parks**

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

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



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

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

<u>PARKS (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.

<u>1. 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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Village of Willowbrook

LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 2 of 2

(CONTRACT EXTENTION)

Rates for services listed for 20015/16 contract period will not increase more than 5 % for the 2016/17 contract period. At its sole discretion, the Village of Willowbrook may extend the contract for a one-year term beginning on May 1, 2016 and concluding April 30, 2017.

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

Company: FALCO'S LANDSCAPING INC.

Address: 4 N 151 5TH AVE

ADDISON. ILL. 60101

Telephone No. 630 458-0994 Fax No. 630 458-0996

Signature: *Falco Rosas*

Name and Title: (Please Print) FALCO ROSAS C PRESIDENT

Date: \_\_\_\_\_

Subscribed and sworn before me this 7th day of APRIL, 2015

MY COMMISSION EXPIRES: 10/31/16

*[Signature]*  
NOTARY PUBLIC



## REFERENCES

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

Company Name: 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 SCHMIDTBOURG, 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



## CONTRACTOR'S EXHIBIT – ADDITIONS OR DELETIONS

### LABOR RATES

Employee Title/Classification	Hourly Rate

### EQUIPMENT RATES

Make/Model	Hourly Rate



# 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).

<b>PRODUCER</b> Hometowne Insurance Services, Inc. 155 Chicago Rd. Oswego IL 60543	<b>CONTACT NAME:</b> Tim Leverich
	<b>PHONE (A/C No. Ext.):</b> 630-554-4040 <b>FAX (A/C No.):</b> 630-554-4646
	<b>E-MAIL ADDRESS:</b> tim@hometowneinsurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Pekin Insurance Company <b>NAIC #</b> 24228
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

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

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

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

## Village of Willowbrook

LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 2 of 2

(CONTRACT EXTENTION)

Rates for services listed for 20015/16 contract period will not increase more than 5 % for the 2016/17 contract period. At its sole discretion, the Village of Willowbrook may extend the contract for a one-year term beginning on May 1, 2016 and concluding April 30, 2017.

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

Company: FALCO'S LANDSCAPING INC.

Address: 4 N 151 5TH AVE  
AARLSON. ILL. 60101

Telephone No. 630 458-0994 Fax No. 630 458-0996

Signature: *Falco*

Name and Title: (Please Print) FALCO ROSAS C PRESIDENT

Date: \_\_\_\_\_

Subscribed and sworn before me this 7th day of APRIL, 2015

MY COMMISSION EXPIRES: 10/31/16

*[Signature]*  
 NOTARY PUBLIC

OFFICIAL SEAL  
 JORGE ESPINAL  
 Notary Public - State of Illinois  
 My Commission Expires Oct 31, 2016

4/7/15

# FALCO'S LANDSCAPING INC.

4 N 151 5<sup>TH</sup> AVE. ADDISON IL, 60101  
PH (630) 458-0994 FX (630) 458-0996  
Email: falcotland@gmail.com



April 19, 2016

Mr. Timothy Halik  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527-5594

I would like to take this time to thank you for allowing Falco's Landscaping Inc, to submit you the following proposal.

RE: Village of Willowbrook Landscape Maintenance Services.

Dear: Mr. Tim Halik

As per the incoming expiration of the 2015 – 2016 Lawn Maintenance Service contract, Falco's landscaping Inc. will like to extend an offer of, one more year deal for the 2016 / 2017 season with a 5 % increase on the current contract from: \$ 71,000.00, to: \$ 74,550.00, the motive of the percentage of increase is base on the change of fuel cost otherwise we'll be more than happy to keep our same price as the previous years how ever if the Village of Willow brook agrees for on extension of (second year 2017 / 2018 season) for an extra 5% increase on the (2017 / 2018 season) for the Landscape Maintenance Contract, for the periods beginning as follow:

<b>May 01, 2016 – April 30, 2017</b>	<b>TOTAL COST \$ 74,550.00</b>
<b>May 01, 2017 – April 30, 2018</b>	<b>TOTAL COST \$ 78,277.50</b>

As the past years we where glad to serve this community we our best, we look forward to keep providing you with the same services or better yet, improve our services the best possible.

If there are any questions regarding the above, please do not hesitate to contact me at (630) 514-6173.

Sincerely;  
Falco Rosas  
FALCO'S LANDSCAPING INC.  
President

PROPOSAL ACCEPTANCE  
as an Agent for:  
THE VILLAGE OF WILLOWBROOK

By \_\_\_\_\_ Date \_\_\_\_\_

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE, ILLINOS FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY

AGENDA NO.

5f

AGENDA DATE: 3/27/17

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE:

YES ☐

NO ☒

N/A ☐

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

On March 24, 2014, the Village Board adopted Resolution No. 14-R-14 authorizing an Intergovernmental Agreement (IGA) between the Village of Willowbrook and DuPage County for the mowing of certain county rights-of-ways. In accordance with the IGA, the Village contracts the mowing of approximately 23.6 acres of turf located on county-owned rights of ways including 75<sup>th</sup> Street, Madison Street, Plainfield Road, and 63<sup>rd</sup> Street. The cost of this work is then reimbursed to the Village by DuPage County at the end of the season. Currently, the Village receives reimbursement in the amount of \$16,520 per season. Through this arrangement, and local management of the mowing contract with the vendor, the Village can control the frequency and quality of the mowing in an effort to improve the aesthetics of these arterial streets located within the Village's corporate limits. The term of the IGA was for three (3) years, and expired on November 15, 2016.

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

In January of 2017, the DuPage County Division of Transportation contacted the Village to ascertain whether we would be interested in renewing the agreement. Staff at that time indicated that the Village would be willing to renew the agreement and requested re-consideration of the annual reimbursement amount, since the prior rate of reimbursement was now three (3) years old. After review, DuPage County offered to increase the reimbursement amount to the Village from \$16,520 per season to a maximum of \$23,600 per season – a \$7,080 per year increase. The term of the renewal agreement would be for two (2) years.

The renewal IGA was drafted by DuPage County and was reviewed by the Village Attorney. If approved by the Village Board, the first round of mowing must occur prior to May 1, 2017 and would continue through the turf growing season. This work was included in the Village mowing contract and would be completed by the Village's current landscape maintenance contractor, Falco's Landscaping.

### ACTION PROPOSED:

Adopt the Resolution.

RESOLUTION NO. 17-R-\_\_\_\_\_

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK  
APPROVING AND AUTHORIZING THE EXECUTION  
OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF WILLOWBROOK AND THE COUNTY OF DUPAGE  
TO PROVIDE MOWING SERVICES ALONG COUNTY ROADS AND RIGHTS-OF-WAY**

---

WHEREAS, the County of DuPage (the "County") and the Village of Willowbrook (the "Village"), are public agencies as defined by section 2 of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Intergovernmental Cooperation Act authorizes the Village and the County to enter into the Intergovernmental Agreement, attached hereto as Exhibit "A" and expressly made a part hereof, for the stated purpose of the Village providing mowing services to the County along county roads and rights-of-way; and

WHEREAS, the Village and the County are further authorized to enter into the attached Intergovernmental Agreement, pursuant to the Intergovernmental Cooperation Powers as provided by section 10(a) of Article VII of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook have determined that it is necessary, proper and in

the best interest of the Village to enter into the attached Intergovernmental Agreement with the County of DuPage.

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

Section 1. That certain Intergovernmental Agreement by and between the Village of Willowbrook and the County of DuPage, attached hereto as Exhibit "A" and made a part hereof, is hereby approved.

Section 2. The Mayor of the Village of Willowbrook is hereby authorized and directed to execute, on behalf of the Village of Willowbrook, that certain Intergovernmental Agreement by and between the Village of Willowbrook and the County of DuPage, attached hereto as Exhibit "A" and made a part hereof, and the Village Clerk is hereby directed to attest to the Mayor's signature, all on behalf of the Village of Willowbrook.

Section 3. The Village Administrator is hereby authorized and directed to do all other acts reasonably necessary to carry into effect the purposes and intent of the Intergovernmental Agreement by and between the Village of Willowbrook and the County of DuPage.

Section 4. This Resolution shall be in full force and effect immediately upon its passage.

ADOPTED and APPROVED this 27<sup>th</sup> day of March, 2017.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_



**EXHIBIT "A"**

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF DU PAGE AND  
THE VILLAGE OF WILLOWBROOK  
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the Village of Willowbrook (hereinafter referred to as the "VILLAGE"), a municipal corporation. The COUNTY and the VILLAGE are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the VILLAGE are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to contract with each other; and

WHEREAS, the VILLAGE agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY and within the corporate limits of the VILLAGE as follows (hereinafter referred to as "COUNTY MOWING"):

COUNTY MOWING:

Co Hwy	Hwy Name	From	To	Side of Street	AREA (ac)
38	63rd Street	Western	Madison	North	2.23
38	63rd Street	Western	Madison	South	1.99
38	63rd Street	IL 83	550 ft. East of IL 83	Median	0.20
	<b>63rd Street Total</b>				<b>4.42</b>
33	75th Street	W of Sheridan Dr.	IL 83	North	2.61
33	75th Street	W of Sheridan Dr.	IL 83	South	3.50
33	75th Street	W of Sheridan Dr.	IL 83	Median	2.40
	<b>75th Street Total</b>				<b>8.51</b>
8	Madison	63rd Street	Joliet Rd.	West	3.61
8	Madison	63rd Street	Joliet Rd.	East	3.83
	<b>Madison Street Total</b>				<b>7.44</b>
31	Plainfield Road	IL 83	Garfield Ave	South	1.59
31	Plainfield Road	IL 83	Garfield Ave	North	1.64
	<b>Plainfield Road Total</b>				<b>3.23</b>
	<b>Grand Total</b>				<b>23.60</b>

and;

WHEREAS, the COUNTY and the VILLAGE have determined that it is in the best interest of the citizens of DuPage County and the residents of the Village of Willowbrook for the VILLAGE to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS AND SPECIFICATIONS:

GENERAL CONDITIONS

1. The VILLAGE shall visit the site of the proposed work, and shall investigate, examine and familiarize itself with the premises and conditions relating to the mowing to be done in order that it may understand the difficulties and restrictions required to complete the mowing to be done under this Agreement.
2. The VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete five (5) mowing cycles and up to five (5) intermediate mowing(s) as necessary per year for two (2) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.
3. At the sole option of the COUNTY, the VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete additional mowing cycles, on any portion or portions of said COUNTY MOWING, under the terms and conditions herein set forth. The COUNTY shall give written notice to the VILLAGE of the portion or portions of roads and rights of way to be mowed not less than seven (7) days prior to the required starting date.
4. The safety of persons and property of the VILLAGE, the COUNTY, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.
5. All equipment and materials furnished by the VILLAGE shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The VILLAGE agrees, covenants, and understands that the VILLAGE bears sole liability for any injury or damage caused by the VILLAGE under this Agreement and that the COUNTY shall not accept any liability whatsoever from the VILLAGE except where any injury or damage is caused by the COUNTY.
6. Indemnification
  - (a) The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and

employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE's negligent or willful acts, errors or omissions or any of the VILLAGE contractor's or agent's negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

- (b) (b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY's participation in its defense shall not remove the VILLAGE's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, that the VILLAGE shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the VILLAGE would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.
- (c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The VILLAGE's indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.
- (d) The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the VILLAGE, under the law."

- 7. At all times during the period of this Agreement, the VILLAGE and, if applicable, their contractor shall maintain the following insurance coverage(s), or be self-insured to cover the following:

- (a) **Worker's Compensation Insurance** in the statutory amounts.
- (b) **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.
- (c) **Commercial (Comprehensive) General Liability Insurance** with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than two million (\$2,000,000) dollars per occurrence and one million (\$1,000,000) dollars excess liability in the annual aggregate injury/property damage.
- (d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million (\$1,000,000) dollars Combined Single Limit (Each Accident).
- (e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The VILLAGE shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the VILLAGE to the COUNTY immediately upon request. Additionally, the VILLAGE shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.
- (f) The VILLAGE shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7. (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The VILLAGE will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The VILLAGE understands that it is to the VILLAGE's benefit to diligently enforce this insurance requirement as the VILLAGE shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein."

- (g) The insurance required to be purchased and maintained by the VILLAGE and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, 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 the COUNTY 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 the COUNTY. If the VILLAGE is satisfying insurance required through a combination of primary and excess coverage, the VILLAGE shall require that said excess/umbrella liability policy 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 affect. The VILLAGE shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- (h) It is the duty of the VILLAGE to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the VILLAGE shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the required insurance coverage, the COUNTY shall notify the VILLAGE that the VILLAGE can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the VILLAGE shall accept and bear all costs that may result from the cancellation of this Agreement due to the VILLAGE's or if applicable, their contractor's failure to provide and maintain the required insurance.
- (i) The VILLAGE's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: "The County of DuPage, its officers, and employees are named as

additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the VILLAGE's performance under this Agreement. The Endorsements must also be provided naming the 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."

- (j) If the VILLAGE will be using their own forces for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement. If, however, the VILLAGE will be hiring a contractor for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract to the COUNTY upon request.
- 8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.
- 9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.
- 11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.
- 12. In the event, any provisions of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
- 13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt

requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE VILLAGE:

Tim Halik  
Village Administrator  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, Illinois 60527

FOR THE COUNTY:

Christopher C. Snyder, P.E.  
Director of Transportation/County Engineer  
DuPage County Division of Transportation  
421 N. County Farm Road  
Wheaton, Illinois 60187

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 15, 2018, unless terminated by thirty (30) days written notice to the other party as referenced above.

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right of way line. Median and island areas are also included as part of this Agreement (as referenced in table hereinabove) and shall be mowed back to back of curb.
2. Grass shall be mowed to the height of three (3) inches.
3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Highway Operations Manager shall constitute prima facie evidence of a reasonable application of such professional standards.
4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.
5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this contract. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.



6. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the VILLAGE and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Highway Operations Manager for removal.
7. Damage caused by the VILLAGE to turf areas shall be repaired to the satisfaction of the DuPage County Highway Operations Manager prior to payment for the cycle in which damage occurred.
8. The VILLAGE shall protect all work sites with proper traffic control as specified in the current "Manual of Uniform Traffic Control Devices" and applicable standards as included in these special provisions, and appropriate at any particular site. The safety of employees and the public shall be of primary concern.
9. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it is necessary for a slow moving piece of equipment to travel for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled roadway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.
10. No equipment or material shall be stored on the pavement or shoulders at any time.
11. The starting date for each year's mowing cycle shall be no later than the following:  
  
First Mowing - May 1  
Second Mowing - June 1  
Third Mowing - July 1  
Fourth Mowing - August 1  
Fifth Mowing - September 15  
Five (5) intermediate mowings are to be completed as weather and grass conditions warrant.
12. The COUNTY shall pay the VILLAGE \$2,360.00 within forty-five (45) days of receipt of invoice after the completion of each mowing cycle of 23.60 acres.
13. **The VILLAGE shall endeavor to submit a final invoice for all mowing no later than November 15<sup>th</sup> of each year for the term of this Agreement.**

14. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at a unit price of One Hundred Dollars per acre (\$100.00 per acre). The DuPage County Division of Transportation will notify the VILLAGE in writing, of any additions or deductions made in the mowing cycle acres.

WHEREAS, the parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

WHEREAS, this Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

WHEREAS, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

WHEREAS, this Agreement shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this \_\_\_\_ day of \_\_\_\_\_, 2017 at Wheaton, Illinois.

\_\_\_\_\_  
Daniel J. Cronin, Chairman  
DuPage County Board

ATTEST:

\_\_\_\_\_  
Paul Hinds, County Clerk

VILLAGE OF WILLOWBROOK

Signed this \_\_\_\_ day of \_\_\_\_\_, 2017, at Willowbrook, Illinois.

\_\_\_\_\_  
Frank A. Trilla, Mayor  
Village of Willowbrook

ATTEST:

\_\_\_\_\_  
Leroy R. Hansen, Village Clerk  
Village of Willowbrook

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE: RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ENTER INTO AN AGREEMENT WITH BKD FOR AUDIT SERVICES FOR FISCAL YEAR 2016/17**

**AGENDA NO.**

**5g**

**AGENDA DATE:** 3/27/2017

**STAFF REVIEW:** Carrie Dittman, Director of Finance

**SIGNATURE:**

*Carrie Dittman*

**LEGAL REVIEW:** Thomas Bastian, Village Attorney

**SIGNATURE:**

*THOMAS BASTIAN TH*

**RECOMMENDED BY VILLAGE ADMIN.:** Tim Halik

**SIGNATURE:**

*TEHLIK*

**REVIEWED & APPROVED BY COMMITTEE:** YES ☒ 3/13/2017

NO ☐

N/A ☐

#### ITEM HISTORY (ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY, ETC.)

In FY 2010, the Village approved a three year contract with the accounting firm of Wolf & Company to provide audit services for the Village and its TIF Fund. The change in auditors was needed as the prior audit firm of Sikich LLP could not provide both Interim Village Administrator services and audit services in the same audit period. After FY 2012, Wolf (which was merged into another firm called BKD in 2015) continued to conduct the Village's annual audit on a year-to-year basis at the following fees:

FY 2012: \$24,100 (last year of contract)

FY 2013: \$24,800 (2.9% increase)

FY 2014: \$25,300 (2.0% increase)

FY 2015: \$25,800 + \$1,700 GASB 67 = \$27,500

FY 2016: \$25,500 + \$3,400 GASB 68 (Village & Police Pension) = \$28,900

The Village's prior audit partner and manager stayed with BKD, and BKD has submitted a one year engagement letter to perform the Village audit for the year ended April 30, 2017 at a fee of **\$30,500**. This includes the base audit fee of \$29,750 and for continuing work related to GASB Statement No. 68, plus additional fees of \$750 to implement GASB Statement No. 72, a new accounting pronouncement. This represents an overall increase of \$1,600 or 5.5% over last year's total fee. If the Village needed a separate single audit of its federal funds received (i.e., from the IEPA loan), the auditors would charge an additional \$3,000.

The one year engagement letter was discussed and approved at the Finance and Administration Committee meeting on March 13, 2017.

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

The Village has continued to receive a Certificate of Achievement for Excellence in Financial Reporting award from the GFOA each year BKD/Wolf has been the auditor. In addition, Village staff has not had issues with BKD or their employees assigned to the audit engagement. Therefore, staff would recommend that the Village accept the attached engagement letter with BKD for a one-year auditing services agreement for Fiscal Year 2016/17.

#### ACTION PROPOSED

Adopt the Resolution.

RESOLUTION NO. 17-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK  
TO ENTER INTO AN AGREEMENT WITH BKD LLP FOR AUDIT  
SERVICES FOR FISCAL YEAR 2016/17

---

NOW, THEREFORE, 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 enter into an Audit Services Agreement between the Village of Willowbrook and BKD LLP, in substantially the form attached hereto and incorporated herein as Exhibit "A".

ADOPTED and APPROVED this 27<sup>th</sup> day of March, 2017.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_



March 7, 2017

Mr. Tim Halik, Village Administrator  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, Illinois 60527

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide to the **VILLAGE OF WILLOWBROOK, ILLINOIS** (Village).

#### **ENGAGEMENT OBJECTIVES AND SCOPE**

We will audit the basic financial statements of the Village as of and for the year ended April 30, 2017, and the related notes to the basic financial statements.

Our audit will be conducted with the objective of expressing an opinion on the financial statements.

#### **OUR RESPONSIBILITIES**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing

Mr. Tim Halik, Village Administrator  
Village of Willowbrook  
March 7, 2017  
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concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate letter to be signed by you and BKD.

Scott C. Termine is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report upon completion of our audit of the Village's financial statements. Our report will be addressed to the Board of the Village. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph(s), or withdraw from the engagement. If we discover conditions that may prohibit us from issuing a standard report, we will notify you as well. In such circumstances, further arrangements may be necessary to continue our engagement.

We will also express an opinion on whether combining and individual fund statements and schedules ("supplementary information") are fairly stated, in all material respects, in relation to the financial statements as a whole.

### **YOUR RESPONSIBILITIES**

Our audit will be conducted on the basis that management and, where appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- c. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;

- ii. Additional information that we may request from management for the purpose of the audit; and
- iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, where appropriate, those charged with governance, written confirmation acknowledging certain responsibilities outlined in this engagement letter and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

With regard to supplementary information:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

### **OTHER SERVICES**

We will provide you with the following nonattest services:

- Preparing a draft of the financial statements and related notes, including assistance in implementing GASB Statement No. 72.

In addition, we may perform other services for you not covered by this engagement letter. You agree to assume full responsibility for the substantive outcomes of the services described above and for any other services that we may provide, including any findings that may result. You also acknowledge that those services are adequate for your purposes and that you will establish and monitor the performance of those services to ensure that they meet management's objectives. Any and all decisions involving management responsibilities related to those services will be made by you, and you accept full responsibility for such decisions. We understand that you will designate



Mr. Tim Halik, Village Administrator  
Village of Willowbrook  
March 7, 2017  
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a management-level individual to be responsible and accountable for overseeing the performance of those services, and that you will have determined this individual is qualified to conduct such oversight.

### **ENGAGEMENT FEES**

The fee for our services will be \$30,500, which includes \$750 related to implementation of GASB Statement No. 72. An additional \$3,000 fee would apply if a Single Audit is determined to be needed. We will waive our standard administrative fee of 4% to cover items such as supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. We will issue progress billings during the course of our engagement, and payment of our invoices is due upon receipt. Interest will be charged on any unpaid balance after 30 days at the rate of 10% per annum.

Our engagement fee does not include any time for post-engagement consultation with your personnel or third parties, consent letters and related procedures for the use of our reports in offering documents, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

Our fees may also increase if our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards.

If our invoices for this or any other engagement you may have with BKD are not paid within 30 days, we may suspend or terminate our services for this or any other engagement. In the event our work is suspended or terminated as a result of nonpayment, you agree we will not be responsible for any consequences to you.

### **OTHER ENGAGEMENT MATTERS AND LIMITATIONS**

BKD is not acting as your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, BKD is not recommending any action to you and does not owe you a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such information or communications with any and all internal or external advisors and experts you deem appropriate before acting on any such information or material provided by BKD.

Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, we may be requested by regulatory or enforcement bodies to make certain workpapers available to

Mr. Tim Halik, Village Administrator  
Village of Willowbrook  
March 7, 2017  
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them pursuant to authority granted by law or regulation. You agree that we have no legal responsibility to you in the event we provide such documents or information.

You agree to indemnify and hold harmless BKD and its personnel from any claims, liabilities, costs and expenses relating to our services under this agreement attributable to false or incomplete representations by management, except to the extent determined to have resulted from the intentional or deliberate misconduct of BKD personnel.

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

In the event BKD or its affiliates or their employees, partners, shareholders, officers or directors (collectively "BKD Parties") are requested or authorized by the Village or are required by government regulation, subpoena, order or other legal process to produce documents or to provide testimony as witnesses with respect to any services rendered pursuant to this engagement or any other work or services provided by BKD Parties, the Village will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests, order, subpoenas or legal process.

The Village and BKD Parties agree that no claim or cause of action against BKD Parties arising in whole or in part out of services performed or to be performed under this engagement shall be filed more than two years after (i) the date of the report issued by BKD Parties pursuant to this engagement or (ii) the date of this engagement letter if no report has been issued. The Village and BKD Parties further agree that the maximum liability of BKD Parties for any and all claims and causes of action which may be asserted by the Village arising in whole or in part from any aspect of this engagement is limited to three times the total amount of fees paid by the Village to BKD Parties for services rendered under this engagement letter. The Village waives any claim or cause of action for punitive or exemplary damages against BKD Parties.

Either of us may terminate these services at any time. Both of us must agree, in writing, to any future modifications or extensions. If services are terminated, you agree to pay us for time expended to date. In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of 4% to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

Mr. Tim Halik, Village Administrator  
Village of Willowbrook  
March 7, 2017  
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We may from time to time utilize third-party service providers, *e.g.*, domestic software processors or legal counsel, or disclose confidential information about you to third-party service providers in serving your account. We remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information. In the event we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. A third-party service provider will assist us with your engagement by providing information for the pension actuary reports and investment valuation.

We will, at our discretion or upon your request, deliver financial or other confidential information to you electronically via email or other mechanism. You recognize and accept the risk involved, particularly in email delivery as the Internet is not necessarily a secure medium of communication as messages can be intercepted and read by those determined to do so.

You agree you will not modify these documents for internal use or for distribution to third parties. You also understand that we may on occasion send you documents marked as draft and understand that those are for your review purpose only, should not be distributed in any way and should be destroyed as soon as possible.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on heirs, successors and assigns of you and BKD.

If you intend to include these financial statements and our report in an offering document at some future date, you agree to seek our permission to do so at that time. You agree to provide reasonable notice to allow sufficient time for us to perform certain additional procedures. Any time you intend to publish or otherwise reproduce these financial statements and our report and make reference to our firm name in any manner in connection therewith, you agree to provide us with printers' proofs or masters for our review and approval before printing or other reproduction. You will also provide us with a copy of the final reproduced material for our approval before it is distributed. Our fees for such services are in addition to those discussed elsewhere in this letter.

You agree to notify us if you desire to place these financial statements or our report thereon along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that we have no responsibility as auditors to review information contained in electronic sites.

Any time you intend to reference our firm name in any manner in any published materials, including on an electronic site, you agree to provide us with draft materials for our review and approval before publishing or posting such information.

Mr. Tim Halik, Village Administrator  
Village of Willowbrook  
March 7, 2017  
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BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, unlike the partners in a general partnership, the partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution, assessment or otherwise, for any debts, obligations or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract or otherwise.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If the signed copy you return to us is in electronic form, you agree that such copy shall be legally treated as a "duplicate original" of this agreement.

**BKD, LLP**

*BKD, LLP*

Acknowledged and agreed to on behalf of

VILLAGE OF WILLOWBROOK

BY \_\_\_\_\_  
Name and Title - Member of Management

DATE \_\_\_\_\_

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

A RESOLUTION TERMINATING THE AGREEMENT BETWEEN AZAVAR TECHNOLOGIES AND THE VILLAGE OF WILLOWBROOK TO PROVIDE MUNICIPAL UTILITY TAX AUDIT SERVICES

AGENDA NO. **5h**

AGENDA DATE: 3/27/17

STAFF REVIEW: Tim Halik, Village Admin. / Carrie Dittman, Dir. of Finance SIGNATURES: T. Halik / C. Dittman

LEGAL REVIEW: Thomas Bastian, Village Attorney SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY: Tim Halik, Village Administrator SIGNATURE: TE Halik

REVIEWED & APPROVED BY FINANCE & ADMIN. COMMITTEE: YES ☒ on March 13, 2017 NO ☒ N/A ☐

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

On September 25, 2006, the Village Board adopted Resolution No. 06-R-52 authorizing the Village Administrator at the time to enter into an agreement with Azavar Technologies to perform municipal utility tax audits for the Village. The Agreement was executed on October 9, 2006. Through this agreement, Azavar Technologies would perform audits of electric (ComEd), gas (Nicor), telecommunications, and cable utilities in an effort to determine whether the Village was owed any taxes, fees, or other revenues that were not properly received. With regard to compensation for services, the Village agreed to pay Azavar 50% of the estimated funds per account corrected, for a period of sixty (60) months.

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

To date, the audit results and tax recovery process performed by Azavar pertaining to ComEd and Nicor have been disappointing:

- **Nicor** – Audit completed in 2013. Azavar determined that Nicor held a tax liability to the Village in the amount of \$113,840.40. Nicor challenged the audit findings. After review, the final amount determined to actually be owed to the Village was \$11.00 (50% of which was paid to Azavar).
- **ComEd** – Audit completed in 2013. Azavar determined that ComEd held a tax liability to the Village in the amount of \$134,440.68. There has been no final determination on this case since 2013.

In addition to the above individual audits, Azavar also claims to have corrected various billing address errors resulting in additional revenue to the Village. However, the individual amounts recovered cannot be confirmed through the Illinois Department of Revenue (IDOR). The Village pays 50% of the amount claimed to be recovered, per account, for a period of 5 years thereafter.

Azavar has now started new audits and has taken the position that the service contract runs in perpetuity. This violates current Illinois law (65 ILCS 5/8-1-7(b)) that mandates any contracts must expire upon the end of the current Mayor's term. The Azavar contract was executed approximately eleven (11) years ago – three mayoral terms ago.

Both staff and the members Finance & Administration Committee recommend that the agreement be terminated.

**ACTION PROPOSED:** Adopt Resolution to terminate the Agreement.

RESOLUTION NO. 17-R-\_\_\_\_\_

A RESOLUTION TERMINATING THE AGREEMENT BETWEEN  
AZAVAR TECHNOLOGIES AND THE VILLAGE OF WILLOWBROOK TO  
PROVIDE MUNICIPAL UTILITY TAX AUDIT SERVICES

---

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Agreement entered into between Azavar Technologies and the Village of Willowbrook on October 9, 2006, a copy of which is attached hereto and incorporated herein as Exhibit "A", is hereby terminated.

BE IT FURTHER RESOLVED, that the Village Attorney is directed to send a notice of termination to Azavar Technologies.

ADOPTED and APPROVED this 27<sup>th</sup> day of March, 2017.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

RESOLUTION NO. 06-R- 52

A RESOLUTION AUTHORIZING THE VILLAGE  
ADMINISTRATOR TO ENTER INTO A CERTAIN  
AGREEMENT - AZAVAR TECHNOLOGIES - MUNICIPAL  
UTILITY TAX AUDIT PROGRAM

---

BE IT RESOLVED by the President and Board of Trustees  
of the Village of Willowbrook, DuPage County, Illinois, that the  
Village Administrator is hereby authorized to execute an  
agreement with AZAVAR Technologies for the purpose of providing  
a Municipal Utility Tax Audit per the terms and conditions  
contained in the form of the Agreement attached hereto as  
Exhibit "A" which is, by this reference, expressly incorporated  
herein.

ADOPTED and APPROVED this 25<sup>th</sup> day of September, 2006.

APPROVED:

  
Village President

ATTEST:

  
Village Clerk

ROLL CALL VOTE:

AYES: Baker, Mistale, Brown, Napoli, Schoenbeck, McMahon

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into as of the 9<sup>th</sup> day of October, 2006, by and between Azavar Technologies Corporation, an Illinois corporation having its principal place of business at 234 South Wabash Avenue, Sixth Floor, Chicago, Illinois 60604 ("Azavar"), and The Village of Willowbrook, an Illinois municipality having its principal place of business at 7760 Quincy Street, Willowbrook, Illinois 60527 ("Customer").

### 1. SCOPE OF SERVICES

1.1 Subject to the following terms and conditions, Azavar shall provide professional computer, data audit, compliance management, and management consulting services ("Services") in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The services and work provided shall be provided in substantial accordance with the below statements:

- (a) Azavar shall separately audit the Electric (Commonwealth Edison), Gas (NICOR), Telecommunications (Ameritech/SBC and other providers including mobile providers), and Cable (Franchise Fee) utility taxpayers on behalf of the Customer;
- (b) The purpose of each audit is to determine past, present, and future taxes, franchise fees, or any other monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid/collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies;
- (c) Azavar will require full access to Customer records and utility taxpayer records to complete these audits and Customer will use its authority as necessary to provide information and procure data from taxpayers;
- (d) Customer agrees to cooperate with Azavar, provide any necessary documentation, and will engage in necessary meetings with utilities;
- (e) During the course of each audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its participation for that specific utility audit at no cost to the Customer and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability for these errors or actions arising from knowledge thereof. Should the Customer want Azavar to continue the audit after such disclosure and notice of termination, the Customer will pay all Azavar expenses and fees on a time and materials basis for that utility audit to date and for future work related to that audit;
- (f) Customer understands that each utility taxpayer is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a utility taxpayer will take to limit its responsibility or accountability during the audit. Should Customer decide to waive all or a portion of funds identified as payable to Customer during an audit, the Customer will pay all Azavar expenses and fees on a time and materials basis for that utility audit in addition to any applicable contingency fees on the portion collected;
- (g) The first audit start date is expected to be no later than November 1 unless changed and approved by the Customer Primary Contact and Liaison;
- (h) Each audit is expected to last at least six (6) months. Each subsequent audit will begin after payment terms and obligations have been met from previously completed audits however overlapping audit work may take place at the discretion of the Azavar Project Manager. Project timelines are set at the discretion of Azavar;
- (i) Project Management and Status meetings will be held regularly via phone, email, or in person throughout the course of this audit between the Azavar Project Manager and the Customer Primary Contact and will occur approximately every month;
- (j) Jason Perry, Project Manager, and Mike Riffel, Program Coordinator, will be Auditors under this agreement. All Azavar consultants shall be supervised by the Azavar project manager, who will maintain constant control over audits under this agreement and see them through to their conclusion.

1.2 Customer agrees to provide reasonable facilities, space, desks, chairs, telephone and reasonably necessary office supplies for Consultants working on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be their Audit Primary Contact and Liaison. The Customer's Audit Primary Contact will be the final decision maker for the Customer as it relates to this audit and will meet with the Azavar Project Manager and project staff on a regular basis as agreed. Lack of participation of Customer staff, especially at critical milestones during the audit, will adversely affect the project timeline and successful recovery of funds. While we strive to provide our audit programs as turn key as possible and requiring little Customer staff time as possible, it is important that the Customer's staff be available for meetings and participation with utilities to properly verify tax records.

1.3 Azavar shall be responsible for providing the Services in substantial accordance with the above Scope of Services. Azavar will render the services provided in a workmanlike manner.

2. INDEPENDENT CONTRACTOR. Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever.



3. **PAYMENT TERMS.**

- 3.1 Customer shall compensate Azavar the fees set forth in this agreement on a professional services and contingency basis.. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Customer shall remit payment to Azavar within thirty (30) days of the date of each invoice. Failure to pay any fee or part thereof when due will incur finance charges, interest fees (12% per annum), and collection action. Azavar is entitled to recover all costs of collection including reasonable attorney's fees for all efforts to collect fees from the customer. Contingency payment terms are outlined below. If you later implement during the next sixty (60) months any recommended action you declined for our programs, including overall utility audits included herein, we are entitled to our share of the savings and/or recoveries over the following sixty (60) months, as outlined below.
- 3.2 The Customer will pay Azavar fifty (50) percent of estimated funds recovered per account, per utility for sixty (60) months following when tax on an individual account begins to be properly remitted by the utility to the Customer. In the event Azavar is able to recover any retroactive funds at any time, Customer will pay Azavar fifty (50) percent of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for and/or by the Customer from any audited utility taxpayer. All contingency fees paid to Azavar are based on determinations of recovery by Azavar and are due within thirty (30) days of receipt of any funds from utility taxpayer. All revenue after the subsequent sixty (60) month period for each account individually will accrue to the sole benefit of the Customer.
- 3.3 Will County Municipalities Audit Coalition Discount. Azavar will discount the prospective contingency payments referred to in Section 3.2 above (not including retroactive contingency payments) by twelve (12) percent (discounted from fifty (50) percent to forty-four (44) percent) for all Will County communities executing this agreement with Azavar between May 1, 2006 and October 31, 2006 such that a) at least ten (10) Will County Governmental League communities execute the agreement and (b) said ten (10) communities execute this agreement between May 1, 2006 and October 31, 2006.

4. **CONFIDENTIAL INFORMATION**

- 4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, and (iii) information which is or becomes available to the recipient party from third parties and such third parties have no confidentiality obligations to the disclosing party.
- 4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under the Statement of Work hereto.

5. **INTELLECTUAL PROPERTY**

- 5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.
- 5.2 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. **DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. **TERMINATION**

- 7.1 Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.
- 7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.
- 7.3 The provisions relating to non-disclosure of Confidential Information set forth in Section 3 above, Payment Terms, Section 4 above, Intellectual Property in sections 5.1 and 5.2, the Nonsolicitation of Employees set forth in Section 10 below, and use of Customer's name set forth in Section 11 below, shall survive termination of this Agreement.

8. **NOTICES.** Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar

Azavar Technologies Corporation  
234 South Wabash Avenue, Sixth Floor  
Chicago, Illinois 60604

If to Customer

The Village of Willowbrook  
7760 Quincy Street  
Willowbrook, Illinois 60527

9. **ASSIGNMENT.** Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto.
10. **NONSOLICITATION OF EMPLOYEES.** During the period in which any Exhibit to this Agreement is in effect and for a period of six (6) months thereafter, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment; provided, however, that good faith solicitations by way of mass media (i.e., newspapers) shall not be deemed to be a violation of this Section 10.
11. **USE OF CUSTOMER NAME.** Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.
12. **COMPLETE AGREEMENT**

This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

**THE VILLAGE OF WILLOWBROOK**

BY (SIGNATURE): \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**AZAVAR TECHNOLOGIES CORPORATION**

BY (SIGNATURE): \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

# The Village of **WILLOWBROOK**

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Village President  
Gary Pretzer

Village Clerk  
Leroy R. Hansen

Village Trustees  
Dennis Baker  
Michael Brown  
Michael Mistele  
Timothy McMahon  
Robert Napoli  
Paul Schoenbeck

September 18, 2006

TO: Village President and Board of Trustees

FROM: Phil Modaff, Village Administrator  
Sue Stanish, Director of Finance

SUBJECT: AZAVAR Municipal Utility Tax Audit

As you may recall in October 2005, staff brought forth a proposal from AZAVAR to perform a utility tax and cable franchise fee audit. At that time the Village Board did not approve the audit due to two items contained in the Professional Service Agreement. While those provisions have not changed in the current agreement, staff felt it would be timely to bring this back to the board for the following reasons:

- The most recent quarterly financial report revealed a decrease in the amount of telecommunication taxes the Village is receiving. The audit would provide information on the source of telecommunications tax payments to the Village and provide assurance that we are receiving the correct amount.
- A Will County Municipalities Coalition has been established that will provide a 12% discount on the payment terms from 50% to 44% of recovered funds. This price reduction has been extended to communities outside of Will County. There are currently 8 communities who will be participating in the Coalition.

## **BACKGROUND ON AZAVAR**

The program is designed to have the AZAVAR staff perform a comprehensive analysis of the utility taxes paid by the utilities pursuant to Federal, State and local laws; including provisions of the various franchise agreements. The staff at AZAVAR performs the audit, with little involvement by the Village Staff with the exception of reviewing reports and providing material on an as-needed basis. The attractiveness of the AZAVAR program is that there are no up front fees or costs incurred by the Village of Willowbrook. The arrangement with AZAVAR is as follows:

- AZAVAR performs the audit and reporting for a period of 60 months with continual compliance monitoring.
- AZAVAR receives 44% of all recovered funds based upon audit (50% of any retroactive payments). If no additional revenue is received, the Village does not pay AZAVAR for their services.

AZAVAR Technologies has assisted several other communities with the Municipal Utility Tax Audit, including the Villages of Burr Ridge, Woodridge, Roselle, Westmont and the City of Des Plaines. Village Administrator Phil Modaff can attest to the success of the audit and professionalism of the AZAVAR staff from his experience in Woodridge.

### **VILLAGE BOARD HISTORY**

As noted above the concept of having a Utility Tax Audit performed by AZAVAR was brought to the Village Board in October 2005. Specifically, the Board was concerned about two provisions. The first was contained in Section 1.1 (e), which dealt with the issue of the Village paying for fees in the event that the contract was terminated. The second issue was contained in section 3.1 of the agreement and provided for the Village to pay 50% of collected revenues to AZAVAR in the event that the Village collects, despite having no standing relationship with the Village at the time of collection.

**The current Professional Services Agreement contains the same provisions as the October 2005 version.**

#### **Section 1.1 (e)**

This provision is triggered under the following circumstances only. If AZAVAR's audit determines that the Village was paid too much by a given utility and this information is disclosed to the Village and the Village chooses to continue the audit of that particular utility, the Village would be charged an hourly rate for the audit of the utility. In the event that the Village decides, after being made aware of the overpayment to the Village, to terminate the audit of that particular utility, there would be no liability to the Village. In essence, financial liability would arise only if the Village demanded the audit continue, at which time the Village would bear all costs associated with the future work.

#### **Staff Response September 2006**

**Staff would recommend that if the audit revealed no financial benefit to the Village the audit of the utility would be immediately terminated.**

**Section 3.1**

This provision of the contract addresses the Village's obligation to pay 44% of any additional revenue with AZAVAR for a period of 60 months. As discussed, the Village would be obligated to share any new revenues identified by AZAVAR for the 5-year term of the agreement. In the event that the Village received a recommendation from AZAVAR or uses a mechanism for audit developed by AZAVAR after the term of the initial contract or in the event the contract is terminated, the Village would be liable for paying 44% of the recovered funds. This ensures that the intellectual property of AZAVAR would not be used solely for the Village's gain. Should the agreement expire and the Village through its own process determine that monies are due the Village; there would be no standing to split the recovered funds with AZAVAR.

**Staff Response September 2006**

**It is very unlikely that the Village staff would conduct an independent audit of utility taxes and franchise fees within the 5-year timeframe of the agreement with AZAVAR. It would take hundreds of hours of manpower and the cooperation of the service providers to accomplish this task. We have tried in the past with no success.**

Staff believes that there is little downside in having AZAVAR review the files to determine whether there have been any discrepancies in the reporting of utility taxes. The company has an excellent reputation and is familiar with the operations of all of the utilities currently serving Willowbrook. The Finance and Administration Committee at the September 11, 2006 meeting supported and recommended bringing the agreement to the Village Board for approval.

As always feel free to contact us with any questions you may have.

# The Village of **WILLOWBROOK**

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Village President  
**Gary Pretzer**

Village Clerk  
**Leroy R. Hansen**

Village Trustees  
**Dennis Baker**  
**Michael Brown**  
**Michael Mistele**  
**Timothy McMahon**  
**Robert Napoli**  
**Paul Schoenbeck**

October 20, 2006

Daphne Wilson  
Azavar Technology  
234 S Wabash Avenue, Sixth Floor  
Chicago, IL 60604

Dear Ms. Wilson:

Per your request, please find enclosed a second copy of the signed Agreement with the Village of Willowbrook along with a copy of Resolution No. 06-R-52, for your records.

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

Sincerely,



Mary Partyka  
Executive Secretary

Enclosure



AZAVAR  
A PCI COMPANY

234 South Wabash Avenue Sixth Floor  
Chicago, Illinois 60604

PH. 312.583.0100 FX. 312.583.0200

WWW.AZAVAR.COM

1 CC w/les  
1 CC Sue  
1 CC back to you  
w/ copy of les

October 10, 2006

Mr. Philip Modaff  
Village Administrator  
7760 Quincy Street  
Willowbrook, IL 60527

Dear Mr. Modaff:

Enclosed please find the executed copies of the Municipal Utility Tax Audit Program Agreement for the Villages records. Please sign a copy and return it to me. Mr. Jason Perry will follow up with you to plan the Willowbrooks Utility Tax Audit Program Kickoff Meeting together.

I look forward to working together in the future,

Best regards,



Daphne Wilson  
Operations Department

Enclosure

10/11

May,  
See me

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The Village of

# WILLOWBROOK

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Village President  
Gary Pretzer

Village Clerk  
Leroy R. Hansen

Village Trustees  
Dennis Baker  
Michael Brown  
Michael Mistele  
Timothy McMahon  
Robert Napoli  
Paul Schoenbeck

October 12, 2006


Daphne Wilson  
Operations Department  
AZAVAR  
234 South Wabash Avenue, Sixth Floor  
Chicago, Illinois 60604

Dear Ms. Wilson:

As you had requested, please find enclosed one (1) executed copy of the Municipal Utility Tax Audit Program Agreement for your office records.

Should you have any questions, or if I can be of assistance, please do not hesitate to contact me.

Sincerely,

  
Mary Partyka  
Executive Secretary

Enclosure



# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:** A PROCLAMATION RECOGNIZING THE WEEK OF  
MAY 7 THROUGH MAY 13, 2017 AS MUNICIPAL CLERKS  
WEEK IN THE VILLAGE OF WILLOWBROOK

**AGENDA NO.** 5i  
**AGENDA DATE:** 3/27/17

**STAFF REVIEW:** Cindy Stuchl

**SIGNATURE:** Cindy Stuchl

**LEGAL REVIEW:** Thomas Bastian

**SIGNATURE:** THOMAS BASTIAN TH

**RECOMMENDED BY VILLAGE ADMIN.:**

**SIGNATURE:** T. H. H. H.

**REVIEWED & APPROVED BY COMMITTEE:** YES ☐ NO ☐ N/A ☒

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

The International Institute of Municipal Clerks (IIMC) has designated May 7 – May 13, 2017 as Municipal Clerks Week. Initiated in 1969 and sponsored by IIMC, Municipal Clerks Week recognizes the important role of Municipal Clerks in local government, and their contributions in servicing their communities and educating the public on the significance of their roles. Municipal Clerks help to administer the laws and services that directly affect the daily lives of our citizens. These dedicated professionals play an instrumental role in maintaining the efficiency and effectiveness of the entire public sector and work every day to keep every level of government running smoothly.

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

The Mayor and Board of Trustees have over the past years adopted Proclamations recognizing "Municipal Clerks Week" within the Village of Willowbrook. This Proclamation is intended to assist the citizens of Willowbrook to become more aware of the significant role of the Municipal Clerk in local government and their contributions in servicing their communities by administering the laws and services that directly affect the daily lives of our citizens.

**ACTION PROPOSED:** APPROVE THE PROCLAMATION

# Village of Willowbrook

## Proclamation

**WHEREAS**, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

**WHEREAS**, the Office of the Municipal Clerk is the oldest position among public servants; and

**WHEREAS**, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

**WHEREAS**, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality rendering equal service to all; and

**WHEREAS**, the Municipal Clerk serves as the information center on functions of local government and community; and

**WHEREAS**, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county, and international professional organizations; and

**WHEREAS**, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

**NOW, THEREFORE, I, FRANK A. TRILLA**, Mayor of the Village of Willowbrook, Illinois, do recognize the week of May 7 through May 13, 2017, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Leroy R. Hansen, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Proclaimed this 27<sup>th</sup> day of March, 2017.

Attest:

---

Mayor

---

Village Clerk

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A PROCLAMATION DECLARING APRIL 4, 2017 AS NATIONAL SERVICE RECOGNITION DAY WITHIN THE VILLAGE OF WILLOWBROOK

**AGENDA NO.**

5j

**AGENDA DATE:** 3/27/17

**STAFF REVIEW:** Cindy Stuchl

**SIGNATURE:** Cindy Stuchl

**LEGAL REVIEW:** Thomas Bastian

**SIGNATURE:** THOMAS BASTIAN TH.

**RECOMMENDED BY VILLAGE ADMIN.:**

**SIGNATURE:** T=1222

**REVIEWED & APPROVED BY COMMITTEE:** YES ☐ N/A ☒

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

The AmeriCorps VISTA at Northern Illinois Food Bank goal is to honor national service members and highlight the impact of AmeriCorps, Senior Corps, and other national service programs that tackle local problems and manage volunteers for greater impact.

Participating in this day will highlight the importance of citizen service, bolster support for nonprofit and national service groups and help bring more city residents into service. At Northern Illinois Food Bank, the AmeriCorps VISTA is dedicated to helping strengthen partner feeding programs and building awareness of hunger in the community. Their service has helped the food bank distribute more food to hungry neighbors through identification of grant partners, working with food pantries to expand their ability to distribute more food, developing partnerships with other social service organizations and getting more people involved in the food bank's mission through volunteering.

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

None.

**ACTION PROPOSED:** ADOPT THE PROCLAMATION

# Village of Willowbrook

## Proclamation

**WHEREAS**, service to others is a hallmark of the American character, and central to how we meet our challenges; and

**WHEREAS**, the nation's cities are increasingly turning to national service and volunteerism as a cost-effective strategy to meet their needs; and

**WHEREAS**, AmeriCorps and Senior Corps participants address the most pressing challenges facing our communities, from educating students for the jobs of the 21<sup>st</sup> century, supporting veterans and military families to providing health services, and helping communities recover from natural disasters; and

**WHEREAS**, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

**WHEREAS**, AmeriCorps and Senior Corps participants serve in more than 50,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

**WHEREAS**, national service participants increase the impact of the organizations they serve, both through their direct service and by managing millions of additional volunteers; and

**WHEREAS**, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

**WHEREAS**, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

**WHEREAS**, the Corporation for National and Community Service shares a priority with county officials and mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, National Association of Counties, Cities of Service, and mayors and county officials across the country for the Mayor and County Recognition Day for National Service on April 4, 2017.

**THEREFORE, BE IT PROCLAIMED** that I, Frank A. Trilla, Mayor of the Village of Willowbrook, do hereby proclaim April 4, 2017, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our county; to thank those who serve; and to find ways to give back to their communities.

Proclaimed this 27<sup>th</sup> day of March, 2017.

**Attest:**

---

Mayor

---

Village Clerk





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)

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**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

**Director of  
Finance**

Carrie Dittman



Proud Member of the  
Illinois Route 66 Scenic Byway

February 27, 2017

ACIA  
C/O: TINA  
PO BOX 1285  
LOMBARD, IL 60148

Re: Account 111625.005  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 115.35. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 27, 2017, will result in the immediate termination of your water service.

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

You may pay your bill online by visiting [www.willowbrookil.org](http://www.willowbrookil.org) and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services



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)

## 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

## Director of Finance

Carrie Dittman



Proud Member of the  
Illinois Route 66 Scenic Byway

February 27, 2017

ALCANTARA, ABIEZER  
312 SHERIDAN DR 1B  
WILLOWBROOK, IL 60527

Re: Account 110720.001  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 115.35. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 27, 2017, will result in the immediate termination of your water service.

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

You may pay your bill online by visiting [www.willowbrookil.org](http://www.willowbrookil.org) and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services



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)

February 27, 2017

**Mayor**

Frank A. Trilla

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

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**Chief of Police**

Mark Shelton

**Director of  
Finance**

Carrie Dittman



Proud Member of the  
Illinois Route 66 Scenic Byway

DANIELUK, TOMASZ  
326 SHERIDAN DR # 2C  
WILLOWBROOK, IL 60527

Re: Account 110815.002  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 614.36. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 27, 2017, will result in the immediate termination of your water service.

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Sincerely,

Timothy J. Halik  
Director of Municipal Services



EST. 1960

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**Mayor**

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Finance**

Carrie Dittman



Proud Member of the  
Illinois Route 66 Scenic Byway

February 27, 2017

DONG, GUIAN  
250 WEATHER HILL DR  
WILLOWBROOK, IL 60527

Re: Account 112335.004  
PIN #: **000000**  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 116.87. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 27, 2017, will result in the immediate termination of your water service.

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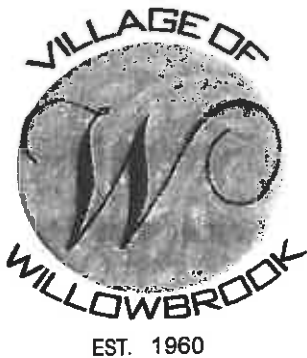
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 not later than five (5) days prior to the scheduled termination date.

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Sincerely,

Timothy J. Halik  
Director of Municipal Services





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February 27, 2017

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Proud Member of the  
Illinois Route 66 Scenic Byway

GWOZDZ, MICHAEL  
7809 CLARENDON HILLS RD  
WILLOWBROOK, IL 60527

Re: Account 111685.005

PIN #: [REDACTED]

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 115.35. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 27, 2017, will result in the immediate termination of your water service.

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Sincerely,

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Director of Municipal Services



EST. 1960

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February 27, 2017

JASPER, JEROME L.  
320 SHERIDAN DR 1D  
WILLOWBROOK, IL 60527

Re: Account 110755.010  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 115.38. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 27, 2017, will result in the immediate termination of your water service.

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services



EST. 1960

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February 27, 2017

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Carrie Dittman



Proud Member of the  
Illinois Route 66 Scenic Byway

KOLLER, NERINGA  
7724 CHERRY TREE LN  
WILLOWBROOK, IL 60527

Re: Account 110545.004  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 196.14. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 27, 2017, will result in the immediate termination of your water service.

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services



EST. 1960

# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

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February 27, 2017

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Finance**

Carrie Dittman



Proud Member of the  
Illinois Route 66 Scenic Byway

KOZLA, CINDY  
326 SHERIDAN DR #2D  
WILLOWBROOK, IL 60527

Re: Account 110825.000  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 219.05. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 27, 2017, will result in the immediate termination of your water service.

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services



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)

## Mayor

Frank A. Trilla

## Village Clerk

Leroy R. Hansen

## Village Trustees

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Paul Oggerino

## Village Administrator

Tim Halik

## Chief of Police

Mark Shelton

## Director of Finance

Carrie Dittman



Proud Member of the  
Illinois Route 66 Scenic Byway

February 27, 2017

LANE, CLYDE & GORDON, CHIQUITA  
334 SHERIDAN DR # 2A  
WILLOWBROOK, IL 60527

Re: Account 110875.014  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 241.29. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 27, 2017, will result in the immediate termination of your water service.

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Sincerely,

Timothy J. Halik  
Director of Municipal Services



EST. 1960

# Willowbrook

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Willowbrook, IL 60527-5549

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

**Mayor**

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**Director of  
Finance**

Carrie Dittman



Proud Member of the  
Illinois Route 66 Scenic Byway

February 27, 2017

LINDSEY, MELISSA  
114 W 79TH ST  
WILLOWBROOK, IL 60527

Re: Account 111220.005  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 176.02. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 27, 2017, will result in the immediate termination of your water service.

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Timothy J. Halik  
Director of Municipal Services



EST. 1960

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835 Midway Drive  
Willowbrook, IL 60527-5549

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

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Carrie Dittman



Proud Member of the  
Illinois Route 66 Scenic Byway

February 27, 2017

MAZZEI, DAN  
7544 CLARENDON HILLS RD 1F  
WILLOWBROOK, IL 60527

Re: Account 110965.003  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 61.53. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 27, 2017, will result in the immediate termination of your water service.

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Sincerely,

Timothy J. Halik  
Director of Municipal Services



EST. 1960

# Willowbrook

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Carrie Dittman



Proud Member of the  
Illinois Route 66 Scenic Byway

February 27, 2017

NASH, JAMES JOSEPH  
835 TURNBERRY LN  
WILLOWBROOK, IL 60527

Re: Account 152940.004

PIN #: [REDACTED]

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 414.00. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 27, 2017, will result in the immediate termination of your water service.

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Sincerely,

Timothy J. Halik  
Director of Municipal Services





EST. 1960

# Willowbrook

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

February 27, 2017

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**Director of Finance**

Carrie Dittman

POPU, CRISTIAE  
7835 CLARENDON HILLS RD  
WILLOWBROOK, IL 60527

Re: Account 110640.004

PIN #: [REDACTED]

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 115.35. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 27, 2017, will result in the immediate termination of your water service.

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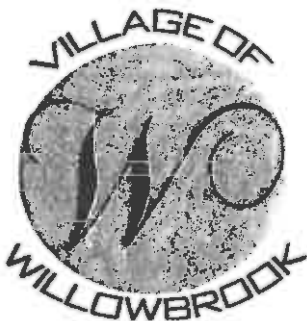
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Proud Member of the  
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Carrie Dittman



Proud Member of the  
Illinois Route 66 Scenic Byway

February 27, 2017

PROMOMENTS LLC  
DBA MARIE'S CATERING/ASHTON PL  
341 75TH ST  
WILLOWBROOK, IL 60527

Re: Account 410225.001  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 1,658.01. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 27, 2017, will result in the immediate termination of your water service.

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

You may pay your bill online by visiting [www.willowbrookil.org](http://www.willowbrookil.org) and select "Pay A Bill." You will need your account number and PIN as listed above. A convenience fee will apply.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 not later than five (5) days prior to the scheduled termination date.

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services



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)

February 27, 2017

**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

**Director of Finance**

Carrie Dittman

ROBLES, REYNALDO  
7613 ARLENE AVE  
WILLOWBROOK, IL 60527

Re: Account 112695.000

PIN #: [REDACTED]

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 164.45. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 27, 2017, will result in the immediate termination of your water service.

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Sincerely,

Timothy J. Halik  
Director of Municipal Services



Proud Member of the  
Illinois Route 66 Scenic Byway



EST. 1960

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Carrie Dittman



Proud Member of the  
Illinois Route 66 Scenic Byway

February 27, 2017

TEMEN, KENNETH  
413 W 79TH ST  
WILLOWBROOK, IL 60527

Re: Account 110120.001

PIN #: [REDACTED]

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 168.24. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 27, 2017, will result in the immediate termination of your water service.

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services



EST. 1960

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

## Mayor

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## Director of Finance

Carrie Dittman



Proud Member of the  
Illinois Route 66 Scenic Byway

February 27, 2017

WILLOWBROOK LANES  
735 PLAINFIELD RD.  
WILLOWBROOK, IL 60527

Re: Account 410030.000  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 480.82. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 27, 2017, will result in the immediate termination of your water service.

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

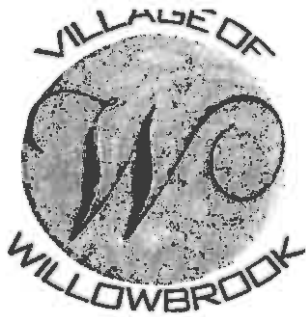
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If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services



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)

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Mark Shelton

## Director of Finance

Carrie Dittman



Proud Member of the  
Illinois Route 66 Scenic Byway

February 27, 2017

WILSON, JEFFREY  
236 W 79TH ST  
WILLOWBROOK, IL 60527

Re: Account 110010.000  
PIN #: [REDACTED]  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 178.47. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 27, 2017, will result in the immediate termination of your water service.

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

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services



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)

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Administrator**

Tim Halik

**Chief of Police**

Mark Shelton

**Director of  
Finance**

Carrie Dittman



Proud Member of the  
Illinois Route 66 Scenic Byway

February 27, 2017

WITT, SHIRLEY  
7555 SHERIDAN DR 1F  
WILLOWBROOK, IL 60527

Re: Account 112010.001  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 115.35. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 27, 2017, will result in the immediate termination of your water service.

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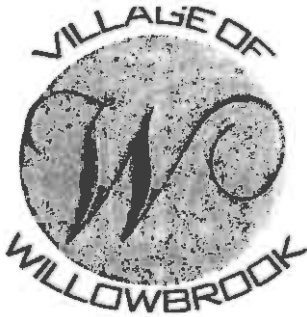
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If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services



EST. 1960

# Willowbrook

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

## Mayor

Frank A. Trilla

ZALDUENDO, PABLO  
231 WEATHER HILL DR  
WILLOWBROOK, IL 60527

## 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

## Director of Finance

Carrie Dittman



Proud Member of the  
Illinois Route 66 Scenic Byway

February 27, 2017

Re: Account 112140.002

PIN #: [REDACTED]

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 282.08. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before March 27, 2017, will result in the immediate termination of your water service.

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services



# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

AN ORDINANCE GRANTING A TIME EXTENSION IN WHICH TO OBTAIN IDOT APPROVAL OF A PROPERTY LEASE AGREEMENT AS REQUIRED BY SECTION ELEVEN OF ORDINANCE NO. 16-O-48 – AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT, INCLUDING APPROVAL OF PRELIMINARY AND FINAL PLAT OF PUD, GRANTING CERTAIN WAIVERS FROM THE ZONING ORDINANCE, GRANTING CERTAIN VARIATIONS FROM THE SUBDIVISION REGULATIONS, GRANTING APPROVAL OF A PRELIMINARY AND FINAL PLAT OF SUBDIVISION, AND RELATED MATTERS – PC 15-08: 820 PLAINFIELD ROAD – PETE’S FRESH MARKET

AGENDA NO. 7

AGENDA DATE: 3/27/17

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE: YES ☐ NO ☒ N/A ☐

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

On December 19, 2016, the Village Board at their regular meeting passed Ordinance No. 16-O-48, which granted a special use for the Pete’s Fresh Market retail development located at the northeast corner of Kingery Highway and Plainfield Road. As part of this new development, a secondary (northern) access road will be constructed to facilitate efficient truck movement into the site for deliveries. The construction of this access road requires that a portion of property currently owned by the state of Illinois either be acquired by the owner, or a lease agreement approved, to allow the access road to be built upon it. Given the development design as approved cannot be constructed without the use of this portion of land, and without it, the on-site and off-site traffic plan would require modification, a deadline was established within the ordinance to secure the property. The developer was given until March 31, 2017 in which to secure the lease, or all provisions within the approving ordinance would be null and void.

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

The developer has been working with the Illinois Department of Transportation (IDOT) to secure a lease agreement for this property. The process is lengthy and requires that the portion of property be appraised so that a lease rate can be negotiated between the developer and the state. At this time, the appraisal has been received, the lease rate has been determined and agreed upon by the developer, and the proposed agreement is drafted. It must now be sent to officials in Springfield for approval. Once approved, the agreement will be returned to be signed by the developer and sent back to Springfield for final execution. Since this will not occur prior to the deadline established within the approving ordinance, on March 22, 2017 the owner requested a time extension, which is provided for within the approving ordinance. Based on a discussion staff had with an IDOT representative on March 22<sup>nd</sup>, it is recommended that a sixty (60) day time extension be granted to the developer in which to secure the lease.

### ACTION PROPOSED:

Pass the Ordinance

ORDINANCE NO. 17-O-\_\_\_\_\_

AN ORDINANCE GRANTING A TIME EXTENSION IN WHICH TO OBTAIN IDOT APPROVAL OF A PROPERTY LEASE AGREEMENT AS REQUIRED BY SECTION ELEVEN OF ORDINANCE NO. 16-O-48 - AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT, INCLUDING APPROVAL OF PRELIMINARY AND FINAL PLAT OF PUD, GRANTING CERTAIN WAIVERS FROM THE ZONING ORDINANCE, GRANTING CERTAIN VARIATIONS FROM THE SUBDIVISION REGULATIONS, GRANTING APPROVAL OF A PRELIMINARY AND FINAL PLAT OF SUBDIVISION, AND RELATED MATTERS - PC 15-08: 820 PLAINFIELD ROAD - PETE'S FRESH MARKET

---

WHEREAS, on or about April 30, 2014, Eugene Grzynkowicz, as applicant and authorized representative of Rt. 83 & Plainfield LLC., as owner ("OWNER"), filed an application with the Village of Willowbrook ("VILLAGE") with respect to the property legally described on Exhibit "A", attached hereto and incorporated herein by reference ("SUBJECT REALTY). Said application requested that the Village grant a special use permit for a Planned Unit Development for the SUBJECT REALTY, grant special use permits for certain restaurants and a food store, grant certain waivers from the requirements of the Zoning Ordinance of the Village, grant certain variations from the requirements of the Subdivision Regulations of the Village, approve a preliminary and final plat of subdivision with respect to the SUBJECT REALTY, approve a preliminary and final plat of Planned Unit Development, authorize off-site work on adjoining property to the north for curb cut and driveway improvements to Kingery Highway (Illinois Route 83), and related matters; and,

WHEREAS, Notice of Public Hearing on said application was published on or about November 13, 2015, in a newspaper having general circulation within the Village, to-wit, The Suburban Life newspaper, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, pursuant to said Notice, the Plan Commission of the Village of Willowbrook conducted a Public Hearing on or about December 2, 2015, and continued said hearing to January 13, 2016, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, at said Public Hearing, the applicant presented testimony in support of said application and all interested parties had an opportunity to be heard; and,

WHEREAS, the Plan Commission forwarded its recommendations, including its Findings of Fact, in a report dated January 14, 2016 to the Mayor and Board of Trustees on or about January 25, 2016, a copy of which is attached hereto as Exhibit "B" which is, by this reference, made a part hereof; and,

WHEREAS, all other public hearings required by law have been conducted, in all respects conforming to law and pursuant to notice duly given in accordance with law; and,

WHEREAS, the Village Board at their regular meeting held on December 19, 2016, by a unanimous vote of those present, passed Ordinance No. 16-O-48 granting a special use for a planned unit

development, including approval of preliminary and final plat of PUD, granting certain waivers from the zoning ordinance, granting certain variations from the subdivision regulations, granting approval of a preliminary and final plat of subdivision, and related matters; and,

WHEREAS, Section eleven (11) of said Ordinance requires that the Owner secure a necessary lease agreement from IDOT, or otherwise acquire, a section of state owned property needed to construct certain improvements serving the development on or before March 31, 2017. Further, the failure of the Owner to secure the IDOT lease prior to March 31, 2017 shall render the provisions of said Ordinance null and void and of no further force or effect, unless otherwise extended upon written application by the Owner and approved by the Village Board; and,

WHEREAS, On March 22, 2017, the Owner did submit to the Village Administrator, in accordance with section eleven (11) of the Ordinance, a written request, a copy of which is attached hereto as Exhibit "A", for a time extension in which to obtain final approval of a lease agreement from the state of Illinois.

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

SECTION ONE: The deadline by which the Owner shall obtain final approval of the necessary property lease agreement from IDOT

shall be extended sixty (60) days to May 31, 2017. The failure of the Owner to secure the IDOT lease prior to May 31, 2017 shall render the provisions of said Ordinance null and void and of no further force or effect, unless otherwise extended upon written application by the Owner and approved by the Village Board.

PASSED and APPROVED this 27th day of March, 2017.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

EXHIBIT "A"

WRITTEN APPLICATION FOR TIME EXTENSION (RECEIVED MARCH 22, 2017)

**Tim Halik**

---

**From:** Eugene Grzynkowicz <[eugene@pmrealtyinc.com](mailto:eugene@pmrealtyinc.com)>  
**Sent:** Wednesday, March 22, 2017 12:34 PM  
**To:** Tim Halik  
**Subject:** PUD contingency extension for IDOT ROW Lease

Tim,

As you are aware we have approval to lease the IDOT ROW, and we were on target to formally complete IDOT ROW lease on or before 3-31-17, but there has been a mishap in their paperwork, they are correcting their documents, and sending it to Springfield for final processing; they expect this to turn around within 45 days. With this knowledge we would graciously appreciate an extension to the PUD contingency ROW lease.

Sincerely,



Eugene Grzynkowicz  
C) 773-908-5145

JD Real Estate  
Peter Michael Realty  
4333 S. Pulaski  
Chicago, IL 60632  
[eugene@pmrealtyinc.com](mailto:eugene@pmrealtyinc.com)

Office 773-843-1400  
Fax 773-843-9090

*This email is from Eugene Grzynkowicz, and is intended solely for the use of the individual(s) to whom it is addressed. This communication, including any attachments, may contain information that is proprietary, privileged, confidential, including information that is protected under the HIPAA privacy rules, or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by email and delete all copies of this message. This message is protected by applicable legal privileges and is confidential.*

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

RESOLUTION – A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT – WILLOW POND PARK IMPROVEMENT PROJECT – CLAUSS BROTHERS, INC.

AGENDA NO. **8**

AGENDA DATE: 3/27/17

**STAFF REVIEW:** T. Halik, Village Admin. / J. Fenske, Interim Park Supt. SIGNATURES: T. Halik / J. Fenske

**LEGAL REVIEW:** Thomas Bastian, Village Attorney SIGNATURE: THOMAS BASTIAN TH

**RECOMMENDED BY:** Tim Halik, Village Administrator SIGNATURE: T. Halik

**REVIEWED BY PARK & RECREATION COMMISSION:** YES ☒ on 2/7/17 NO ☐ N/A ☐

### ITEM HISTORY (ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY, ETC.)

On March 3, 2015, as part of a public bid process, staff opened sealed bids for a renovation of Willow Pond Park. The design of this renovation project was originally prepared by Mr. John Vann of LandTech Design, Ltd. At the time, the low bid was submitted by Clauss Brothers, Inc., Elgin, IL in the total amount of \$822,292.93 (\$400,000 of this expense was to be funded through an OSLAD grant). The Village Board was prepared to award a construction contract to Clauss Brothers at their March 23, 2015 meeting. However, on March 10, 2015, the Village received notice from the Illinois Department of Natural Resources (IDNR) that all state OSLAD grants had been suspended by order of the Governor.

On August 15, 2016 (17 months later), the Village received notification from the state that the grant was released and work on the project could continue. Staff contacted the low bidder, Clauss Brothers, and inquired whether they were still interested in completing the project. They responded that they were. However, materials and labor rates had changed over the last 17 months, so they would need to increase their pricing for the project. This, along with added consultant expenses, required that cost savings be implemented (see attached list).

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

Since that time, staff has worked with park consultant Design Perspectives (LandTech Design had relocated out of Illinois after the grant suspensions) to review the plan and identify potential areas for cost savings. The original CAD design drawings were obtained from LandTech, changes made, and the design was resubmitted to the state for approval. The IDNR approved the final version of the plan on January 12, 2017, and it was sent back to the contractor for revised pricing. The final cost projection for the project is as follows:

ITEM	COST
Clauss Brothers Construction Contract	\$686,131.00
Playground Equipment (to be purchased directly by the Village)	\$78,922.47
Cost to Install 2" Water Service for new Splashpad (by Village)	\$15,000.00
Site Lighting Fixtures x7 (to be purchased directly by the Village)	\$19,516.00
Construction Contingency	\$15,000.00
Construction Oversight (Design Perspectives)	\$7,500.00
<b>TOTAL:</b>	<b>\$822,069.47</b>

The following funding is available in the FY 2017/18 budget to complete this project, \$400,000 of which will be reimbursed by the state through the OSLAD grant:

FUND	ACCOUNT	DESCRIPTION	AVAILABLE
GF – Park Improvements	01-20-595-695	Park Improvements	\$807,500
SR Services – Expenditure	01-20-590-521	ADA Park Improvements	\$113,785

### ACTION PROPOSED:

Adopt resolution. If approved, this project would begin in late April / early May 2017.



# Value Engineering Options Willow Pond Improvements November 14, 2016

	savings
1 Eliminate chain link protection fencing	\$ 1,925.00
2 Overall reduction of concrete flatwork and curb (approx. 725 sq.ft)	\$ 7,000.00
<del>3 Eliminate 5 additional asphalt parking stalls</del>	<del>\$ 6,000.00</del>
4 Village to furnish and install 2" water service and tap to restroom building	\$ 19,000.00
5 Eliminate 4" playground drain system and PVC catchbasin	\$ 5,000.00
6 Reduce the playground size, eliminate/reduce rubber surface berms	\$ 15,000.00
7 Change specified shelter	\$ 15,000.00
8 Change specified benches, tables and bike rack	\$ 2,000.00
9 Change specified restroom building	\$ 6,000.00
10 General Contractor Splashpad VE ideas (TBD)	\$ 5,000.00
11 Reduce splash pad concrete integral color to 50% color	\$ 6,000.00
12 Reduced scope on installed landscape plants	\$ 6,000.00
13 Convert natural stone retaining walls and steps to pre-cast modular block	\$ 3,000.00
	\$ 96,925.00

REMOVE

## Alternates

A1 Negotiate lower price for playground installation based on reduced cost of playground	\$ 15,000.00
A2 Reduced scope of pathway lighting	\$ 5,000.00
	\$ 20,000.00

RECEIVED

NOV 14 2016

VILLAGE OF  
WILLOWBROOK

RESOLUTION NO. 17-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO  
EXECUTE A CERTAIN CONTRACT – WILLOW POND PARK IMPROVEMENT  
PROJECT – CLAUSS BROTHERS, INC.

\_\_\_\_\_

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of  
Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are  
hereby authorized to execute a certain contract with Clauss Brothers, Inc. to complete the 2017  
Willow Pond Park Improvement Project in an amount not to exceed \$686,131.00, as set forth in  
the contract attached hereto as Exhibit "A" which is, by this reference, expressly incorporated  
herein.

ADOPTED and APPROVED this 27<sup>th</sup> day of March, 2017

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_



# AIA<sup>®</sup> Document A101<sup>™</sup> – 1997

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the 27th day of March  
in the year of 2017  
(In words, indicate day, month and year)

**BETWEEN** the Owner:  
(Name, address and other information)

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527  
P: 630-920-2261  
F: 630-920-2427

and the Contractor:  
(Name, address and other information)

Clauss Brothers, Inc.  
12N330 Switzer Road  
Elgin, IL 60124  
P: 847-830-7405  
F: 847-830-9652

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

The Project is:  
(Name and location)

2017 Willow Pond Park OSLAD Park Improvements  
Plainfield Road & Adams Street  
Willowbrook, IL 60527

The Architect is:  
(Name, address and other information)

Design Perspectives, Inc.  
1280 Iroquois Avenue  
Suite 110  
Naperville, IL 60563  
P: 630-428-3134  
F: 630-428-3159

The Owner and Contractor agree as follows.

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## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than \_\_\_\_\_ days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

August 4, 2017

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

## ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \_\_\_\_\_ Dollars (\$ 686, 131.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)*

**§ 4.3** Unit prices, if any, are as follows:

See Exhibit B.

## **ARTICLE 5 PAYMENTS**

### **§ 5.1 PROGRESS PAYMENTS**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 15<sup>th</sup> day of a month, the Owner shall make payment to the Contractor not later than the 21<sup>st</sup> day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty five ( 45 ) days after the Architect receives the Application for Payment.

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201–1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–1997.

**§ 5.1.7** The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201–1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–1997.

**§ 5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

None

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## **ARTICLE 6 TERMINATION OR SUSPENSION**

**§ 6.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–1997.

**§ 6.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–1997.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201–1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

§ 7.3 The Owner's representative is:  
(Name, address and other information)

Tod Stanton or other designee

§ 7.4 The Contractor's representative is:  
(Name, address and other information)

Pete Stevenson or other designee

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

## ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated and are as follows:

Document	Title	Pages
----------	-------	-------

Per project manual.

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
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Per project manual.

§ 8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

Per plan set prepared by LandTech Design dated 2/9/15  
with minor revisions and CAD file update by  
Design Perspectives, Inc. prepared on 2/10/17.



Pages

ALL DOCUMENTS AND MATERIALS CONTAINED HEREIN ARE UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. DATE 08-28-2001 BY 60322 UCBAW/STP

**EXHIBIT A  
NOTICE TO PROCEED**

**TO:** Clauss Brothers, Inc.  
12N330 Switzer Road  
Elgin, IL 60124

**Project:** 2017 Willow Pond Park OSLAD Park Improvements

You are hereby notified to commence work in accordance with the Agreement dated March 27<sup>th</sup>, 2017 and to complete all work by August 4, 2017 including weekends but excluding legal holidays. Therefore, final completion for this contract must be accomplished on or before August 4, 2017.

Dated this 27<sup>th</sup> day of March 2017.

Owner: \_\_\_\_\_

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

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by on behalf of

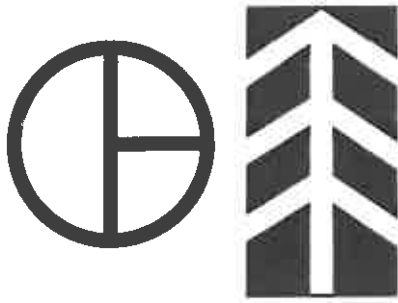
\_\_\_\_\_(Contractor)

this the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_.

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

Title: \_\_\_\_\_

Exhibit B



**CLAUSS BROTHERS, Inc.**

**Landscape Architects & Contractors**

12N330 Switzer Rd.

Elgin, Illinois 60124

TEL (847) 830-7405

FAX (847) 830-9652

March 7, 2017

Tim Halik  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Below is the proposal for Willow Pond in Willowbrook, IL. The proposal is at prevailing wage rates and is considered a tax exempt project. The proposal is based on the value engineering options proposed on 01/10/2017 by Tod Stanton of Design Perspectives.

Bond- \$7209.00  
Excavation & Demolition- \$58,839.00  
Paving and Surfaces- \$57,805.00  
Utilities-\$105,219.00  
Site Improvements-\$138,915.00  
Washroom Improvements-\$105,033.00  
Pond improvements-\$22,214.00  
Spray Pad- \$67,223.00  
Landscape and turf-\$65,518.00  
Playground installation-\$29,270.00  
Pathway light allowance-\$23,886.00  
Utility relocation allowance- \$5,000.00

Total Cost-\$686,131.00

Notes:

- Washroom-NCI prefab building w/ foundation
- 20' X 36' ICON shelter
- Removal of PIP berms in playground
- Installation of Landscape structures playground, along with satellite Game time play pieces

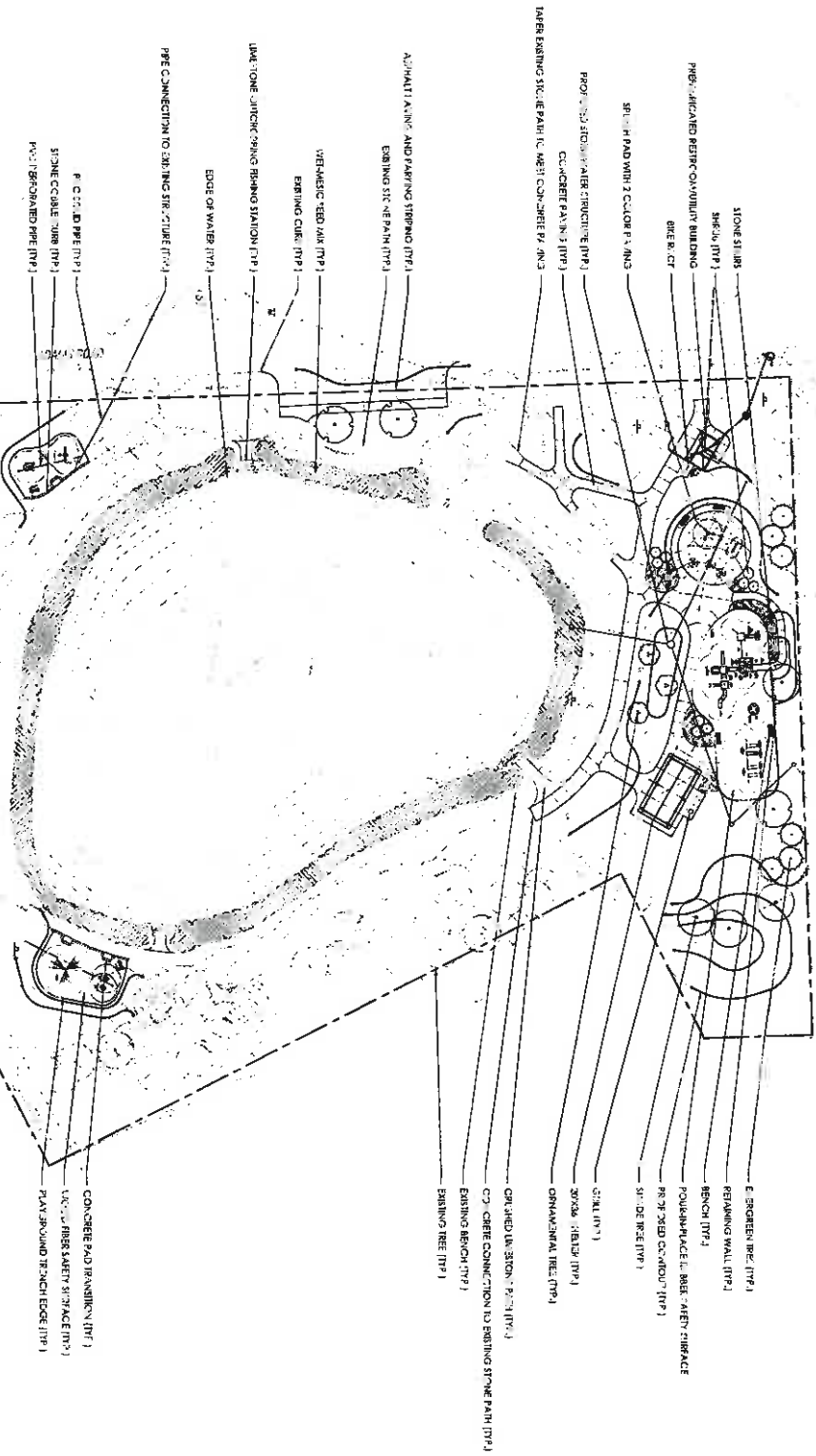
- 7- Levanta Light poles and fixtures, Add \$5000.00 for Zenith light poles and fixtures
- Removed playground drainage
- Overall reduction of base bid flatwork by 725SF
- Village to install 2" water service to restroom and perform tap
- Install water odyssey splash pad w/ controller, Plumber to build manifold vs. vendor provided unit
- Reduced scope of landscaping per most recent design
- Converted natural stone retaining wall and steps to Rosetta stone -Belvidere and Rosetta Stone outcropping steps
- Construction fencing remains a part of the scope for insurance and safety reasons
- Additional concrete paths in Alternate bids not included

Please let us know if you have any questions regarding the proposal.

Thank You,

Ben O'Neal

---



### In Association With

1280 Jockmacs Avenue  
Suite 110  
Naperville, Illinois 60563  
Telephone: (630) 428-3134  
Fax: (630) 428-3159  
[www.design-perspecti.es.net](http://www.design-perspecti.es.net)



**WILLOWBROOK**  
2017 WILLOW POND  
PARK IMPROVEMENTS



**SEAL:**

REV.	COMMENT	CITE
------	---------	------

DATE: 2.16.2017  
JOB NO.: -  
DRAWN BY: CVV  
CHECKED BY: IS  
DRAWING TITLE:

## SITE PLAN

**SHEET NO.:**

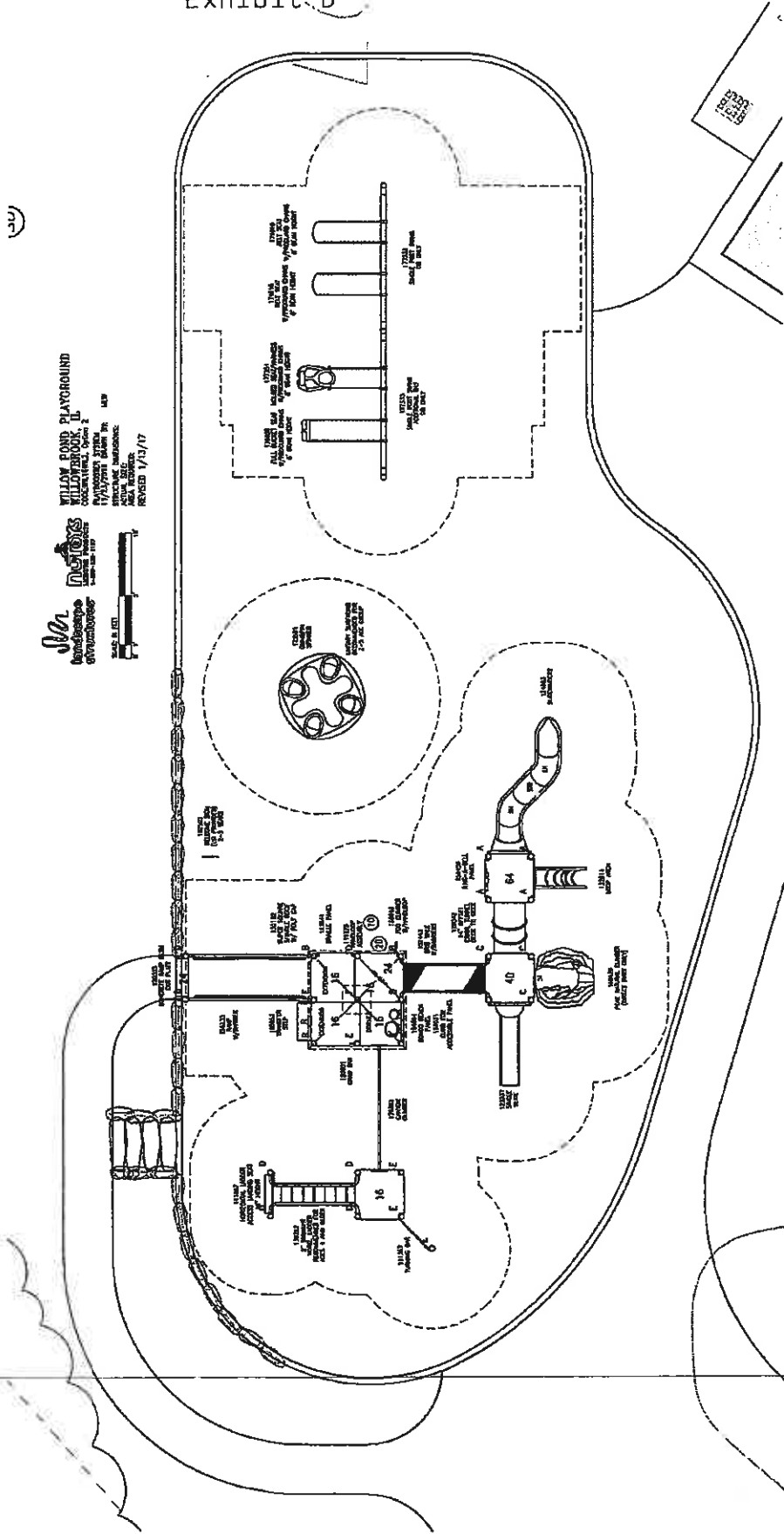
LS-100

DESIGNER: HKS INC. ALL RIGHTS RESERVED

# Exhibit D

30

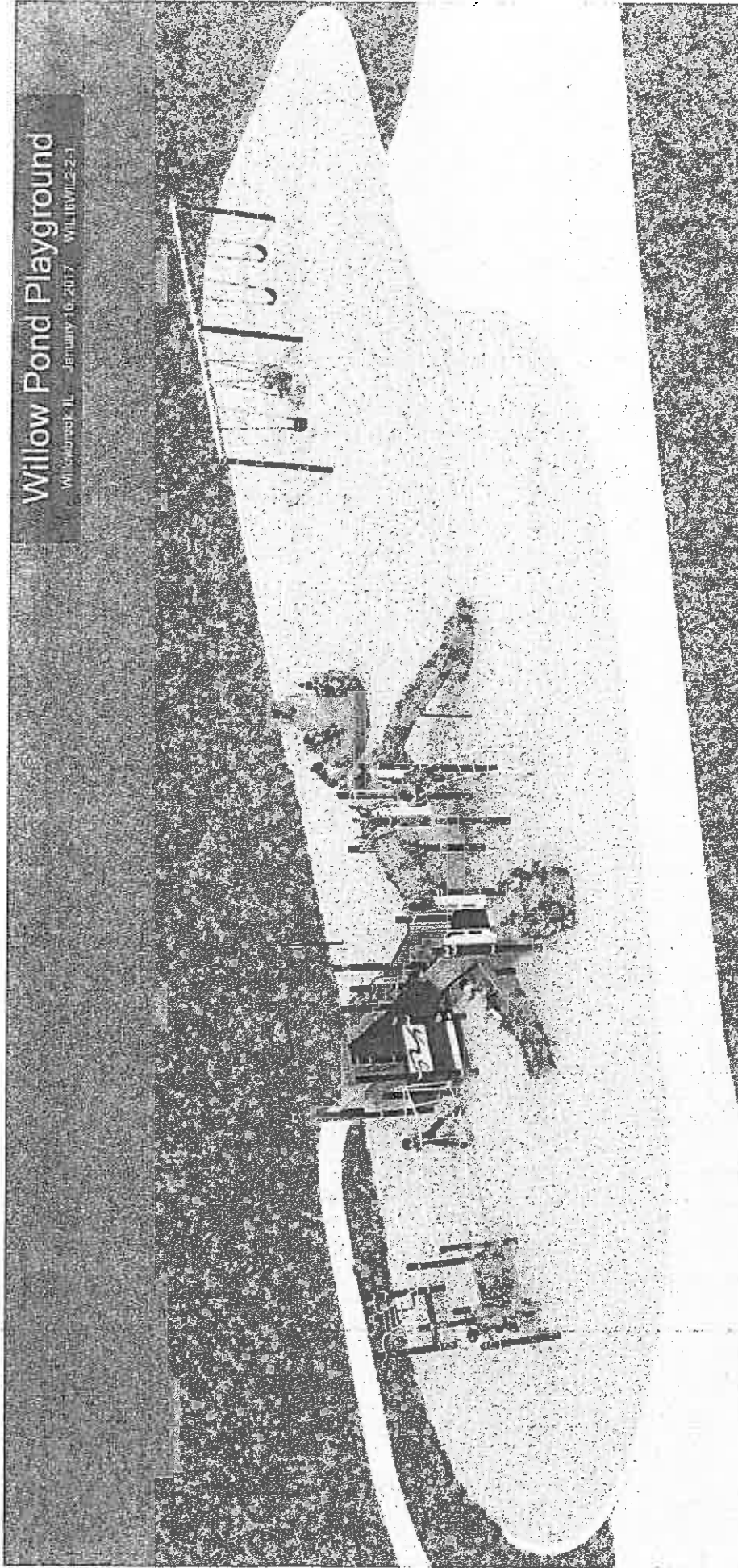
**WILLOW POND PLAYGROUND**  
**WILLOW POND, IL**  
 COOK COUNTY, ILL.  
 PROJECT NO. 17-0001  
 DATE: 1/13/17  
 REVISION: 1/13/17



Approved  
 Department of Natural Resources  
 OFFICE OF GRANT MANAGEMENT &  
 ASSISTANCE  
 By: Staggerly Date: 1/30/17

# Willow Pond Playground

Willowbrook, IL January 16, 2017 WILLBROOK-2-1



*SLR*  
landscape  
structures



Better playgrounds.  
Better world.®

[playlsi.com](http://playlsi.com)



Proudly presented by:





**Model:** 38100

**Use Zone:** 17' 4" X 17' 4"

**Fall Height:** 5'

**Age Group:** 2 to 5 Years

**Age Group:** 5 to 12 Years

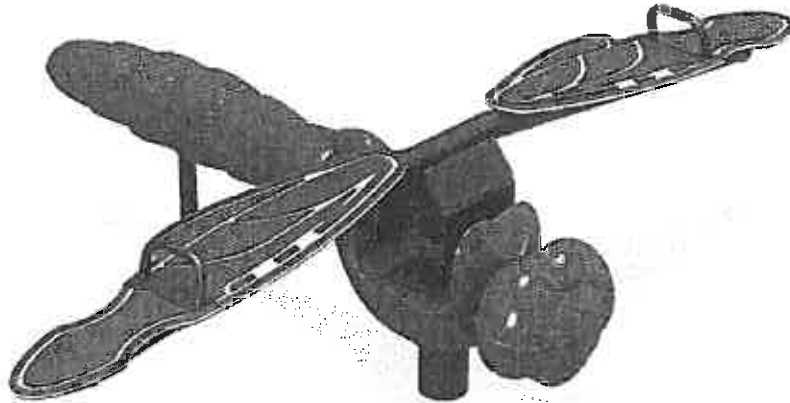
### Features and Benefits:

- Provides a variety of activities to maximize play value
- Tactile, molded pieces provide sensory benefits as children explore and discover
- Ground-level crawl tubes create a place to gather or rest in the shade
- Visually appealing hand molded and hand painted GFRC

Our beautifully-detailed, hand sculpted Ant Hill provides a variety of activities to maximize the play value of any play pocket. Children can climb the hill using the hand sculpted ant grips or move through the 4-way ground level crawl tub. The cave-like tunnels also provide a place to gather and socialize or to rest in the shade on a hot day.







**Model:** 38000

**Use Zone:** 20' 11" X 18' 3"

**Fall Height:** 4'

**Age Group:** 2 to 5 Years

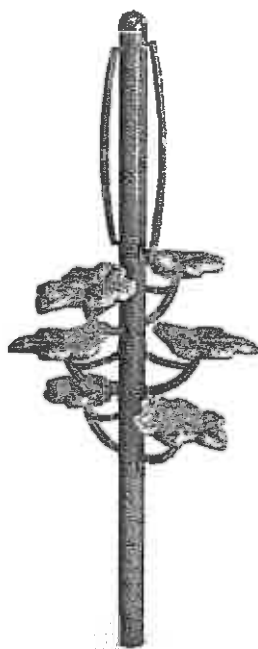
**Age Group:** 5 to 12 Years

### Features and Benefits:

- Maximizes play value with multiple play experiences
- Tactile head and body provide sensory benefits as well as easy-to-grip climbing surfaces
- Rotationally-molded, double-wall constructed body, HDPE Wings and heavy-duty inground steel supports create a durable piece for any trail or playground.

Children can soar through the pond ecosystem on this play pocket favorite! The Dragonfly provides multiple play experiences for children to ride on the back, climb on the tail or use the wings as a unique see-saw. The molded body and head create a tactile piece that is a great addition to any trail or pathway.





**Model:** 38011

**Use Zone:** 15' 8" X 15' 8"

**Fall Height:** 6'

**Age Group:** 5 to 12 Years

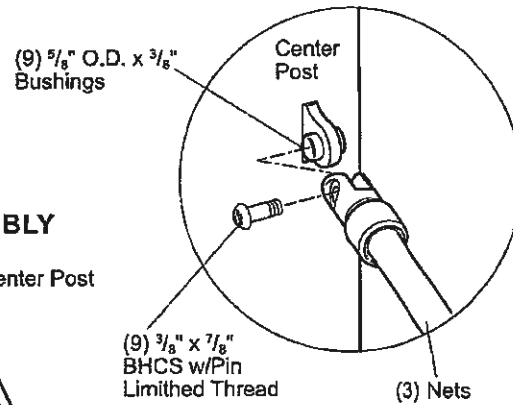
## Features and Benefits:

- Sculpted rotationally molded leaves provide grippable climbing surface, as well as a comfortable place to sit and socialize
- Durable steel post, connection bars and hand holds to aid climbing
- create secure climbing event as children move from leaf to leaf up to 6 ft.
- Realistic leaf design prevents water pooling

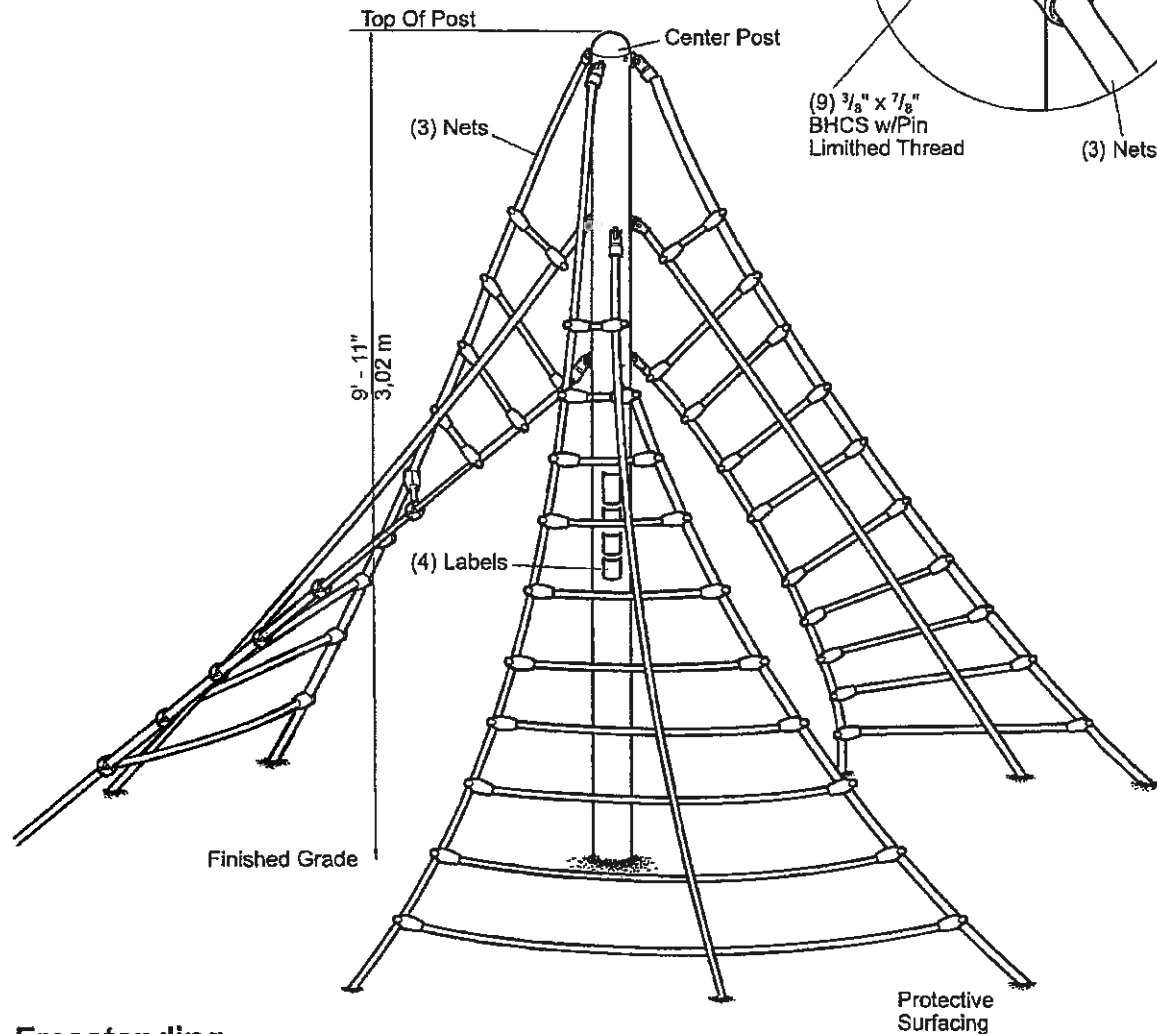
GameTime's High Vine Climber takes children on an exciting climbing adventure as they move from leaf to leaf to reach the top of this forest-inspired play event. The rotationally molded, tactile leaves provide a grippable climbing surface or a great place to sit and socialize with friends. Combine with the low vine climber to create a climbing event from ground level up to 6'.



**DETAIL  
STAR SEEKER TO  
POST ATTACHMENT**



**DETAIL  
FINAL ASSEMBLY**



**Freestanding  
Climbers**

**148041 Star Seeker Climber**

Sheet 1 of 2

601 7TH STREET SOUTH, DELANO, MINNESOTA 55328-4605 • 888-574-4678 LSI Install Help • 888-438-6574 LSI Direct • 763-972-5200 Int. FAX 763-972-3185

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Document #21308900



# Freestanding Climbers 148041 Star Seeker Climber

## Parts List

Part#	Description	Qty.
203672	Net, Specify Color.....	3
142273	Mast Footer.....	1
162606	132" Center Post, Specify Color.....	1
144565	Anchor Bar.....	9
171684	Turnbuckle.....	9
213097	Star Seeker Climber Hardware Package .....	1
100290	3/8" x 7/8" BHCS w/Pin Ltd. Thread Bolt, SST.....	18
127179	3/8" O.D. x 3/8" Bushing, SST.....	9
156847	Play Safe Label, 5-12 YRS.....	1
182213	Hot Surface Warning Label.....	1
182212	Entanglement Warning Label.....	1
115176	Hard Surface Warning Label.....	1
157704	3/8" x 2" BHCS w/Pin Ltd. Thread Bolt, SST.....	18
176895	3/8" x 1" x 2 1/8" Link Plate, SST.....	9
100328	3/16" Standard Hex Nuts, SST.....	18

## Specifications

<b>Net:</b>	Made of tightly woven polyester-wrapped, six-stranded galvanized-steel cable with a polypropylene core, color specified. (Cable Connectors) 6061-T6 aluminum.
<b>Mast Footer:</b>	Fabricated from 3.500" O.D. RS-20 (.125") galvanized steel tubing.
<b>Anchor Bar:</b>	Weldment comprised of 1/2" x 3" flat steel and 1/4" x 8" square plate. Finish: Galvanized.
<b>Center Post:</b>	Fabricated from 5" O.D. 7 GA (.179") galvanized steel tubing and .375" stainless steel sheet. Finish: ProShield <sup>®</sup> , color specified.
<b>Fasteners:</b>	Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).
<b>Installation Time:</b>	(Installation of Net) 2 People approx. 1 1/2 hours (Plan View Layout & Concrete Footings) 2 People approx. 3 hours
<b>Weight:</b>	400 lbs.
<b>Area Req.:</b>	28' (8.53 m) Diameter Minimum Use Zone
<b>Concrete:</b>	Approx. 73 cu. ft. or 2.72 cu. yards
<b>Fall Height:</b>	10' (3.05 m)

## Installation Instructions

- 1) Dig footings to depths and spacing, as shown.
- 2) Place anchor bars and mast footer in footing holes to dimensions shown. Anchor bars should be angled in line with mast footer.
- 3) With mast footer and anchor bars plumb, pour concrete footings. **NOTE: Allow mast footer and anchor bar concrete footings to cure for a minimum of 72 hours before attaching Star Seeker Climber and turnbuckles.**
- 4) Lay center post on cardboard or other material to prevent center post from being scratched. Insert 3/8" O.D. x 3/8" bushings into net clamp tabs. Attach net to net clamps with bushings, using 3/8" x 7/8" BHCS w/pin limited thread. Refer to the Star Seeker to Post Attachment Detail. **NOTE: For proper orientation of the net refer to the Final Assembly Detail.**
- 5) Lift center post in upright position and place over mast footer.
- 6) Attach all turnbuckles to net and anchor bars. Refer to the Direct Bury Detail. **NOTE: Do not tighten turnbuckles until all are attached.**
- 7) Tighten turnbuckles evenly until net is tight and post is plumb.
- 8) Apply Play Safe and Warning Labels, as shown.
- 9) Install protective surfacing to satisfy the fall height requirements before users are allowed to play on the structure.

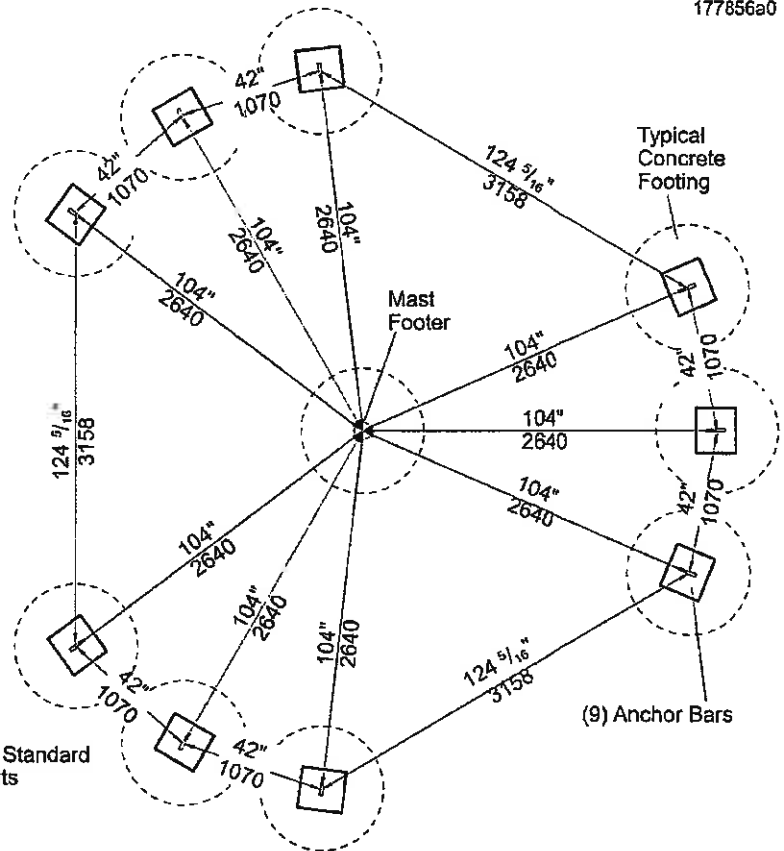
**SAFETY NOTE**

Choose a protective surfacing material that has a Critical Height Value of at least the height of the Highest Accessible Part/Fall Height of the adjacent equipment. (Ref. ASTM F1487.)

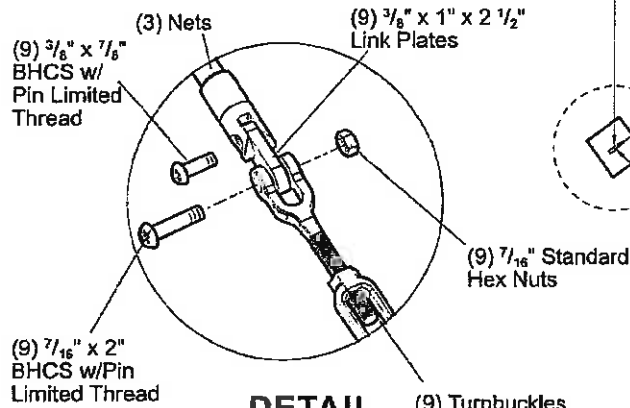
177856a0

**NOTE: 104" Dimension is from center of mast footer to middle of anchor bar.**

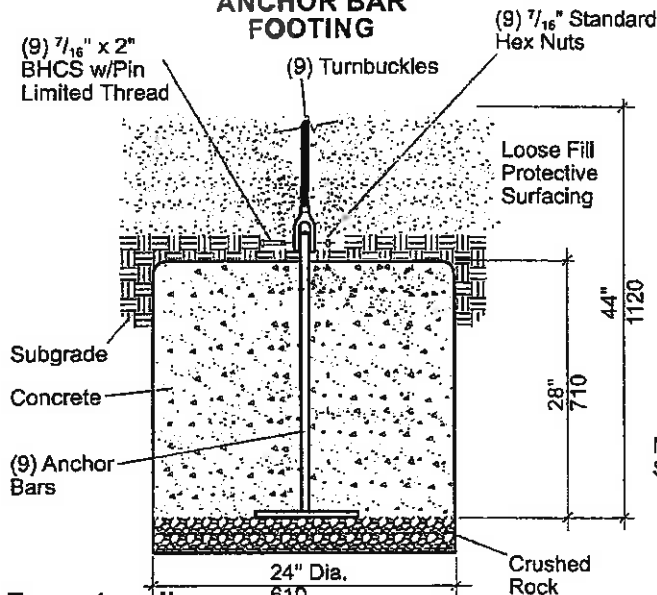
**PLAN VIEW**



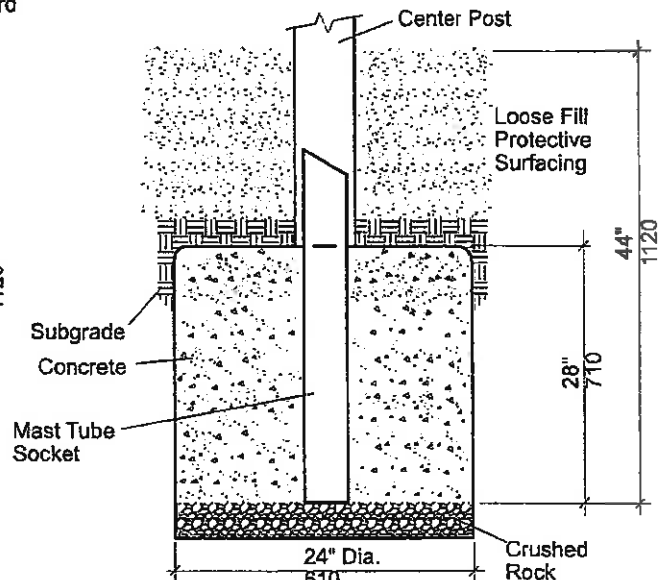
**DETAIL  
TURNBUCKLE ATTACHMENT**



**DETAIL  
ANCHOR BAR  
FOOTING**



**DETAIL  
MAST TUBE SOCKET  
FOOTING**



**Freestanding  
Climbers**

**148041 Star Seeker Climber**

Sheet 2 of 2

501 7TH STREET SOUTH, DECATO, MINNESOTA 55328-8505 888-574-4678 LSI Install Help 888-438-6574 LSI Direct 763-972-5200 INL FAX 763-972-3185

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Document #21308900

Exhibit E



**Illinois Department of  
Natural Resources**

One Natural Resources Way Springfield, Illinois 62702-1271  
www.dnr.illinois.gov

Bruce Rauner, Governor

Wayne A. Rosenthal, Director

TO: Tod Stanton, Project Consultant, Willow Pond Park, OS 14-1904  
Village of Willowbrook

CC: Tim Halik, Village Administrator, Village of Willowbrook

FROM: Steve Baggerly, Grant Administrator

DATE: January 12, 2017

SUBJECT: List of Changes Requested (Memorandum dated January 4, 2017)

Having reviewed your previous electronic mail (Email) and plans, here are my comments as your Grant Administrator, they are:

- Nature Themed Splash Pad – According to Judy Bauer’s email dated December 29, 2016, she had not approved the playground plans yet. I did review your plans and “cut sheet” and the size difference of the Splash Pad being smaller is “Approved”
- Green Roof Shelter – Your request to change materials to a standard metal park shelter is “Approved”
- Solar Panels – Your request to eliminate the panels due to the likelihood of vandalism is “Approved”
- Pond Dredging – Your request to eliminate the dredging to the pond is “Approved”. If you could send me a copy of the bathymetric survey for the file, I would appreciate it.
- Expanded Parking – The switch to a non-porous surface is Approved as long as it meets ADA requirements ( I assume you mean blacktop surfacing)
- Reduction in Spots for Parking – The reduction from the planned 12 spots to 5 spots is “Approved”
- Scope of Work and Associated Pricing Factors – You must keep in mind that your grant request was competitively scored by the former Grant Administrator, Sue Eubanks, prior to her retirement. The “score” was based on your application and large changes in the intent to provide facilities for outdoor recreation would need discussion so as to not lower the existing score to a non-competitive level. Pricing factors; keep in mind that any Work Order Changes exceeding \$10,000 would need prior approval of IDNR.

Playground approval still is on-hold. Having spoken to Judy Bauer (previous Grant Administrator), I need views of the equipment you plan to purchase providing views of the transfer platforms and views of the other items in the playground to approve your plans. She stated the items in the file now are for application purposes only and that I need the "final plans" to review and approve.

For example, the diagram you sent earlier in an email includes a top-view of the "Nature Themed Playground" and the "Nature Themed Splash Pad." It seems that you have to submit pictures or drawings of the areas so that approval of the playground plans can be achieved. This would include the "Dragonfly" and the "Ant Hill" it appears from my discussion with Judy Bauer.

I certainly apologize for the delay. My taking over the file in the middle of the project certainly has had its obstructions to your approval process. Let me know if you have any questions.

Thank-you.

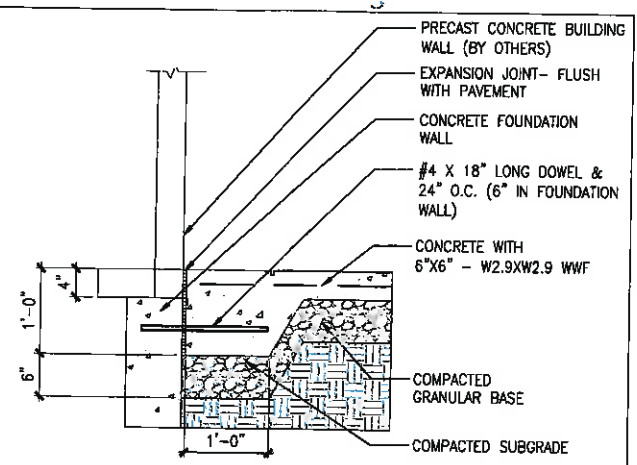
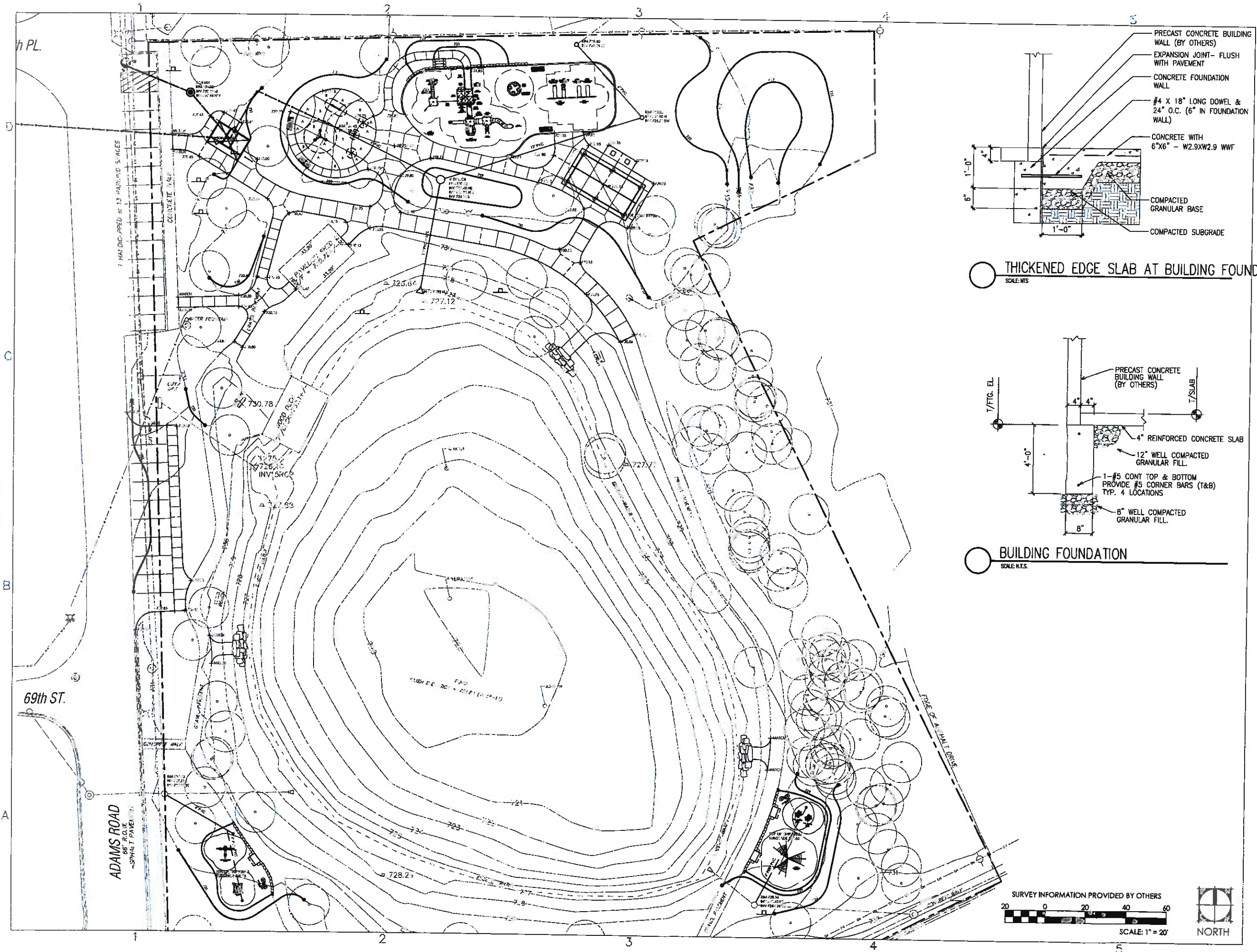
Steve

**EXHIBIT F**  
**Village Provided Materials/Services**

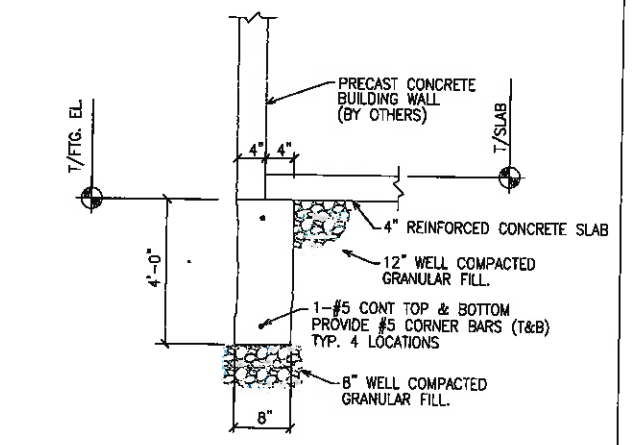
- Playground equipment
- Light fixtures and poles
- Water tap and line to restroom building







THICKENED EDGE SLAB AT BUILDING FOUNDATION  
SCALE: NTS



BUILDING FOUNDATION  
SCALE: NTS

**PARKS & RECREATION DEPARTMENT**

**THE VILLAGE OF WILLOWBROOK**

**2017 WILLOW POND PARK IMPROVEMENTS**

**Design Perspectives Inc.**  
Grounded in Creativity

1000 Iroquois Avenue  
Suite 110  
Naperville, Illinois 60563  
Telephone: (630) 428-3134  
Fax: (630) 428-3159  
www.design-perspectives.net

In Association With



REV.	COMMENT	DATE

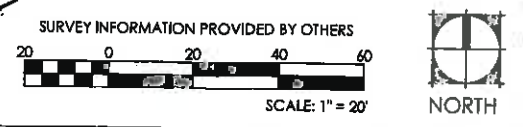
SEAL:

DATE: 2/10/2017  
JOB NO.: -  
DRAWN BY: CW  
CHECKED BY: TS

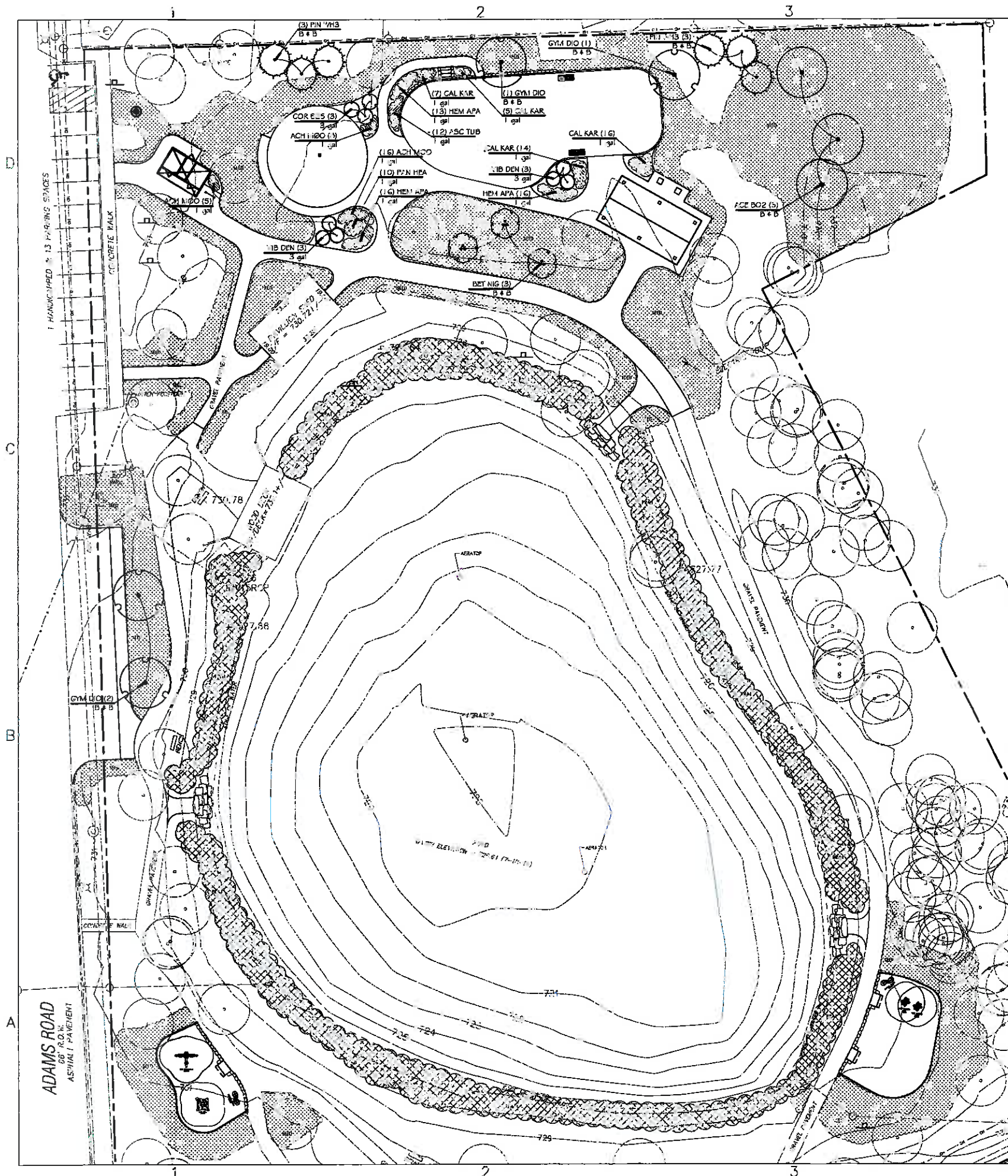
DRAWING TITLE:  
**GRADING PLAN**

SHEET NO.:  
**LG-100**

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# PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONT	GAL	SIZE	QTY
ACE BO2	Acer saccharum 'Bonfire' / Bonfire Sugar Maple	B & B	2.5"Ca		3
BET NIG	Betula nigra / River Birch Multi-Trunk	B & B	2.5"Ca		3
GYM DIO	Gymnocladus dioica 'Espresso' / Kentucky Coffeetree	B & B	2.5"Ca		4
PIN WBS	Pinus alba / White Pine	B & B		6' trunk ht.	6
SHRUBS	BOTANICAL NAME / COMMON NAME	SIZE	QTY		
COR B25	Cornus sericea 'Bailey' / Red Twig Dogwood	3 gal	3		
VIB DEN	Viburnum dentatum 'Arrowwood' / Arrowwood Viburnum	3 gal	6		
GROUND COVERS	BOTANICAL NAME / COMMON NAME	CONT	SPACING	QTY	
ACH MOO	Achillea x 'Moonshine' / Moonshine Yarrow	1 gal	24" o.c.	29	
ASC TUB	Asclepias tuberosa / Butterfly Milkweed	1 gal	24" o.c.	12	
CAL KAR	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	1 gal	24" o.c.	42	
HEM APA	Hemerocallis x 'Chicago Apache' / Daylily	1 gal	24" o.c.	48	
PAN HEA	Panicum virgatum 'Heavy Metal' / Blue Switch Grass	1 gal	24" o.c.	10	
SEED	Bluegrass, Rye and Fescue Blend with Blanket	26,000 SF			
PRAI	Met-Mesic Sward Seed Mix with Blanket	10,000 SF			



## 2017 WILLOW POND PARK IMPROVEMENTS

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In Association With



REV.	COMMENT	DATE

SEAL:

DATE: 2/10/2017  
JOB NO.: -  
DRAWN BY: CW  
CHECKED BY: TS

DRAWING TITLE:

LANDSCAPE PLAN

SHEET NO.:

LP-100

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# **Willow Pond Site Improvements**

Clauss Brothers, Inc.  
12N330 Switzer Rd.  
Elgin, IL 60124

**Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL. 60527**

**Mr. Tim Halik  
Village Administrator  
Phone (630) 323-8215**

**February 9, 2015**

**Bids Due:  
Thursday, Feb. 26, 2015  
11:00 am**

---

**Plans prepared by:**



**2930 Cherry Road  
Oswego, IL. 60543  
Ph. 630.554.9984  
Fax 630.206.1484**

**SPECIFICATIONS AND CONTRACT DOCUMENTS**  
**For**

**WILLOW POND IMPROVEMENTS**

**VILLAGE OF WILLOWBROOK**  
Willowbrook, Illinois 60527

**CONTRACTOR'S CERTIFICATIONS and BID PROPOSAL**

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

**BID PACKAGE TO BE EXECUTED IN DUPLICATE**  
**ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC**  
**ALL INSURANCE REQUIREMENTS MUST BE MET**

COMPLETION DATE: August 1, 2015

ACCOUNT NUMBER: \_\_\_\_\_

BID DEPOSIT: 5% of Bid Amount  
*Certified Check, Bank Cashier's Check or Bid Bond*

PERFORMANCE BOND(S) REQUIRED: YES

DRAWINGS: Willow Pond Improvements - 2/10/17

BID OPENING - DATE/TIME/LOCATION: 11:00 AM CST THURSDAY,  
FEBRUARY 26, 2015

WILLOWBROOK VILLAGE HALL  
7760 Quincy Street  
Willowbrook, Illinois 60527

Issued by:



2930 Cherry Road Ph. 630.554.9984  
Oswego, IL 60543 Fax 630.206.1484  
e-mail: info@landtechdesign.net

Owner Representative:

Village of Willowbrook, Illinois  
7760 Quincy Street  
Willowbrook, Illinois 60527  
(630) 323-8215  
Timothy J. Halik Village Administrator

## **BID NOTICE**

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

**Bid Item:       WILLOW POND IMPROVEMENTS**

**Bid Opening:       11:00 AM CST Thursday, February 26, 2015**

Plans and Specifications may be obtained at the [vescoplanroom.com /public.php](http://vescoplanroom.com/public.php). Questions may be directed to LandTech Design at 630-554-9984.

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.

**This project is being financed, in part, with funds from the Illinois Dept. of Natural Resources, Open Space Lands Acquisition, and Development Program (OSLAD).**

**Minority Business firms are encouraged to submit bids for this project, and are also encouraged to utilize minority firms as sub-contractors for supplies, equipment, services, and construction as may be available on the project.**

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

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

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

**BID PROPOSAL – Page One of Three**

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

**(Village Seal)**

**VILLAGE OF WILLOWBROOK**

Attest:

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village Administrator

**IF A CORPORATION**

**(Corporate Seal)**

**CORPORATE NAME**

Attest:

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

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

**SUBSCRIBED AND SWORN BEFORE ME**

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

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

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

**PROJECT MANUAL**  
**TABLE OF CONTENTS**

---

**PROJECT Willow Pond Improvements**

**OWNER** Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL. 60527  
(630) 323-8215

**PROJECT LEADER** LandTech Design, Ltd.  
John M. Vann  
2930 Cherry Road Oswego, IL. 60543  
Phone: (630) 554-9984 Fax: (630) 206-1484  
Email: john@landtechdesign.net

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<u>Bid Notice</u> .....	pg. 2
<u>Bid Proposal Form</u> .....	pgs. 3-5
<u>Attachments</u>	
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2. OSLAD Compliance Form	
3. EEOC Compliance	
4. Verification of References	
5. Drug Free Workplace	
6. Human Rights	
7. Prevailing Wage Affidavit / Rate Schedule	
<u>General Conditions – Instructions to Bidders</u> .....	pgs. 22-32
<u>General Conditions for Public Work Projects</u> .....	Pgs. 33-38
<u>Special Provisions</u>	
1. Erosion, sedimentation controls and site protection – Section 02100 .....	pgs. 1-2
2. Site Excavation / Demolition – Section 02200 .....	pgs. 1-4
3. Paving and Surfacing Section 02500 .....	pgs. 1-10
4. Site Utilities Section 02700 .....	pgs. 1-5
5. Site Improvements - Section 02800 .....	pgs. 1-6
6. Turf – Section 02930 .....	pgs. 1-6
7. Landscape – Section 02950 .....	pgs. 1-8
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10. Washroom – Section 06105 .....	pgs. 1-11
11. Electrical .....	pgs. 1- 4



## **DIVISION 2 - SITE WORK - SPECIAL PROVISIONS**

### **SECTION 02100 - EROSION, SEDIMENTATION CONTROLS AND SITE PROTECTION**

#### **PART I - GENERAL**

##### **1.01 DESCRIPTION**

This work includes, but is not limited to, furnishing and transporting all materials, equipment, and labor necessary for:

- A. Installation of all silt fence and site erosion control measures (including all storm catch basins, inlets and structures).
- B. Installation of all tree protection fences, public safety fences, and maintenance throughout the life of the contract.

All in accordance with these special provisions as shown on the plans, and to the satisfaction of the Owner.

##### **1.02 RELATED WORK IN OTHER SECTIONS**

- A. Work performed under this section is subject to all the provisions of the "Information for Bidders", "Bid Proposal Form", "General Conditions", "General Special Provisions", and any other "Special Provisions" of the contract. All work in this and other contracts shall be coordinated by the respectful contractors.

#### **PART II - PRODUCTS**

##### **2.01 MATERIALS**

- A. Silt Fence

Silt Fence shall meet the requirements of the Standard Specifications and as shown on the plans.

- B. Filter baskets

Filter baskets for installing in storm water inlets shall meet the requirements of the Standard Specifications and as shown on the plans. Baskets shall be removable for cleaning and replacement.

#### **PART III - EXECUTION**

##### **3.01 EROSION CONTROL**

- A. Erosion Control

1. The contractor shall adhere to the requirements of the Storm Water Pollution Prevention Plan and NPDES II requirements for erosion control during the length of the project. He shall solely be responsible for implementation and maintenance of all measures required.
2. The Contractor shall install silt fencing as shown on the plans; take all measures to prevent damage to all areas outside of the project boundaries as shown on the plans; and to prevent any erosion of soil materials into adjacent native planted areas.
3. The contractor shall place filter baskets as protection in ALL new and existing inlets and drainage structures – see Section 02700.

**BID PROPOSAL – Page One of Three**

1. This agreement, made and entered into this 26 day of FEBRUARY 2015, between the Village of Willowbrook, acting by and through its Mayor and Board of Trustees and CLAUSS BROTHERS, INC.
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, CLAUSS BROTHERS, INC. agrees with the Village of Willowbrook at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.
3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the Village of Willowbrook, are all essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

(Village Seal)

**VILLAGE OF WILLOWBROOK**

Attest:

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village Administrator

IF A CORPORATION

(Corporate Seal)

**CORPORATE NAME**

Attest:

CLAUSS BROTHERS, INC.

By: [Signature]  
ASSIST Secretary

By: [Signature]  
President, WALTER H. CLAUSS

SUBSCRIBED AND SWORN BEFORE ME

This 26 day of FEBRUARY, 2015

MY COMMISSION EXPIRES: 7/12/16

[Signature]  
NOTARY PUBLIC

OFFICIAL SEAL  
SUSAN M MILLER  
Notary Public - State of Illinois  
My Commission Expires Jul 12, 2016

**BID PROPOSAL - Page Two of Three**

**IF A PARTNERSHIP**

N/A

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

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

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

PARTNERS DOING BUSINESS UNDER THE NAME OF

\_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME

This \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

=====

IF AN INDIVIDUAL     N/A

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

SUBSCRIBED AND SWORN BEFORE ME

This \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

**BID PROPOSAL - Page Three of Three**

**BID FORM**

The Contractor, CLAUSS BROTHERS, INC.,

hereby agrees to provide all work as contemplated herein these specifications, plans, and documents to the Village of Willowbrook as follows:

Base Bid Total as specified on the attached Bid Form

BASE BID PRICE

686,131.00  
~~\$ 583,004.73~~

Contractor MUST fill in the attached Line Item Bid Form.

ADDENDUM #1 2/18/15      ADDENDUM #3 02/25/15

ADDENDUM #2 2/24/15

Completion Date:

The Bidder agrees that if this bid is accepted by the Owner, Bidder shall commence work on the contract as stated above, and perform all work per the said contract after said contract(s) are tendered to him (said contract being dated as of date of said tender) and shall complete the work no later than August 1, 2015. Delays due to permitting or weather will be taken into account by the Owner.

REVISED - SEE CONTRACT

WILLOW POND BID FORM

Description REVISED 2-25-15

Unit Qty. Unit Price TOTAL PRICE

02000 REQUIRED BONDS

16,296.00

02200 SITE EXCAVATION / DEMOLITION

1. Misc. Excavation, fill, and site grading for all improvements as specified
2. Demolition of playground / surfacing
3. Install Silt fence
4. Chain Link Protection Fencing
5. Pulverized topsoil for backfilling operations

Lump sum	1			3,900.00
Lump sum	1			18,720.00
Lin. Ft.	2000	4.53		9,060.00
Lin. Ft.	500	6.08		3,040.00
Cu. Yd	18	44.01		792.18

02500 PAVING AND SURFACES

1. Repair existing gravel pathways and add new extensions to outcropping areas
- Misc. concrete paving, inc. shelter slab and footings, washroom surrounds, walks, benches, trash can pads
3. Concrete curb for parking
4. Concrete curb for playground
5. Asphalt Parking - 10 stalls

Sq. Yd.	923	5.34		4,923.82
Sq. Ft.	3750	8.87		33,262.50
Lin. Ft.	110	24.97		2,746.70
Lin. Ft.	275	24.36		6,700.00
SY	211	62.02		13,086.22

02700 UTILITIES

1. Install new electric service, conduits, wiring, breakers, and handholes as shown to power the existing security light, refeed the existing aerator pump as shown and complete
2. Furnish and install 2" water service and tap to washroom building, inc. meter and RPZ
3. Install new 15" RCP Storm Pipe and install new 15" FES
4. Install 12" RCP Storm Pipe

Lump sum	1	17,921.00		17,921.00
Lin. Ft.	135	125.17		16,897.95
Lin. Ft.	50	57.17		2,858.50
Lin. Ft.	140	46.87		6,561.80

- Construct 2' diameter Catchbasin structures and grates; replace grate on 1 structure as shown
5. on civil plans

6. Construct 4' diameter Catchbasin structures and grates
7. Install 4" Playground drain system and PVC catchbasin
8. Install 4" PVC storm pipe

Each	2	1502.00		3,004.00
Each	1	1962.00		1,962.00
Lin. Ft.	200	31.14		6,228.00
Lin. Ft.	80	34.38		2,750.40
Lin. Ft.	90	112.53		10,127.70
Lin. Ft.	48	381.50		18,312.00
Each	1	4261.00		4,261.00
Lin. Ft.	70	26.40		1,848.00

10. 6" PVC sanitary to washroom
11. Construct Sanitary Manhole
12. Install 6" pvc underdrain for bio-swale at new parking lot

02800 SITE IMPROVEMENTS

1. Construct playground rubber surfacing as specified
2. Install Wood fiber surfacing for play pods (no curb) and cobble edging
3. Furnish and install new 24' X 36' family shelter
4. Furnish and install New Benches
5. Furnish and install Trash Cans
6. Furnish and install New picnic tables
7. Furnish and install Bike Rack as specified
8. Furnish and install picnic grills as specified

Square Foot	3750	14.72		55,200.00
SF	1597	4.19		6,691.43
Lump Sum	1	1060.00		1,060.00
Each	4	712.00		2,848.00
Each	4	1345.00		5,380.00
Each	1	1985.00		1,985.00
Each	2	472.00		944.00

REVISED - SEE CONTRACT

Description REVISED 2-25-15

Unit Qty. Unit Price TOTAL PRICE

06100 WASHROOM IMPROVEMENTS

1. Furnish and install new CXT Denali pre-fab washroom facility, inc. installation
2. Utility hookup (water and sewer) for washroom
3. Allow for bridging / pavement repair / temp. utility relocation outside of normal installation requirements

Each 1 78,666.30 78,666.30  
Lump sum 1 5,363.00 5,363.00  
ALLOWANCE 1 \$ 5,000.00

02830 POND IMPROVEMENTS

1. Install limestone outcroppings
2. Installation of Educational Signage - provided by Owner

Ton 30 655.39 19,661.70  
Each 3 225.00 675.00

02850 SPRAY PAD

1. Furnish and install spray pad system, inc. manifold box, valves, spray equipment and hydraulic actuators
2. Construct 5" thick Splash Pad concrete pad with integral color & fibermesh as specified

Lump Sum 1 140,750.00  
Sq. Ft. 1256 14.99 18,827.44

02930 LANDSCAPE and TURF

1. Wet-Mesic Swale Mix for Native turf areas (shoreline and BMP's)
2. Native Plantings - 2500 plugs for pond edge
3. Bluegrass Turf Seed Mix and Blanket
4. Install Landscape plants as shown (submit itemized price list with bid)
5. Install goose deterrent fencing as specified
6. Install outcropping retaining walls and steps for playground

SF 10000 1.05 10,500.00  
Lump sum 1 15,400.00  
SF 15941 2.22 3,537.02  
Lump sum 1 31,129.61  
Lin. Ft. 825 4.80 3,960.00  
SFF 196 62.76 12,300.96

BASE BID TOTAL

583,004.73

ALTERNATES

1. Take delivery, handle, and install all main playground and play pod equipment per manufacturer specifications (purchased by Owner)  
Take delivery, handle, and install Cable Ride, inc. wood fiber surface (no curbs) and gravel path extensions (purchased by Owner)
2. Reconstruct existing gravel main paths near shelters with 5" concrete
3. Deduct stone wainscot facing to CXT Denali washroom
4. Install Public Restroom building Option 1 in lieu of CXT washroom (gravel foundation pad)
5. Install Public Restroom building Option 2 in lieu of CXT washroom (gravel foundation pad)
6. Install concrete foundation for either washroom as specified (bid on qty. 53.5 LF)
7. Haul off and disposal of excess clean excavated material or unsuitable fills  
Install pathway lights and poles, foundations, conduits, wiring, outlets, breakers, and junction boxes as shown INCLUDING a \$ 38,500 ALLOWANCE for the purchase and supply of the lights and poles.

Lump Sum 1 23,736.00  
Lump Sum 1 10,141.00  
SF 2700 9.56 25,812.00  
Lump Sum 1 1,000.00  
Lump Sum 1 169,304.00  
Lump Sum 1 106,757.00  
Lump Sum 1 43.00 43.00  
CY 1 81,775.00 81,775.00

REVISED -  
SEE CONTRACT

31,129.58

## CONTRACTOR'S CERTIFICATION

CLAUSS BROTHERS, INC.

(Name of Contractor)

contract for **WILLOW POND IMPROVEMENTS** 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: Walter H. Clauss

Authorized Agent of Contractor  
WALTER H. CLAUSS, PRESIDENT

SUBSCRIBED AND SWORN BEFORE ME

This 26 day of

FEBRUARY, 20 15.

MY COMMISSION EXPIRES:

Susan M. Miller  
7/12/16

NOTARY PUBLIC

OFFICIAL SEAL  
SUSAN M MILLER  
Notary Public - State of Illinois  
My Commission Expires Jul 12, 2016



## OSLAD CONTRACT COMPLIANCE ATTACHMENT

THIS PROJECT IS BEING FUNDED, IN PART, WITH FUNDS MADE AVAILABLE THROUGH THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES "OPEN SPACE LANDS ACQUISITION & DEVELOPMENT" (OSLAD) GRANT PROGRAM. THE FOLLOWING ARE COMPLIANCE REQUIREMENTS THAT SHALL BE INCORPORATED INTO AND MADE A PART OF ANY CONTRACT ISSUED PURSUANT THERETO.

- A. The Contractor shall abide by and comply with all applicable local and State laws relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment as set forth in the IL Human Rights Act; 2) any and all applicable workmen's compensation laws; and 3) wages and claims of laborers, mechanics and other workmen, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities. The scale of wages to be paid shall be obtained from the IL Dept. of Labor and posted by the Contractor in a prominent and accessible place at the project work site.
- B. The Contractor shall personally and individually agree and covenant, and shall furnish and provide evidence of general liability insurance in the amount of \$1,000,000.00, and shall indemnify, protect, defend at its own cost, and hold harmless the Local Agency and IDNR from and against all losses, damages, injuries, or claims thereof to or by persons or property, arising out of, through, or by virtue of the construction and development of the specified project facilities.
- C. The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. The Contractor certifies it has not been barred from being awarded a contract with a unit of State or local government as a result of a violation of Section 33E-3 or 33E4 of the Criminal Code of 1961 (bid rigging or bid rotating).
- E. The Contractor certifies, pursuant to the Illinois Human Rights Act (775 ILCS 512-105), that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigation and complaint process available through the IL Dept. of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policy shall be provided to the Dept. of Human Rights upon request.
- F. The Contractor shall abide by the "Illinois Preference Act" which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.) Other laborers may be used IF Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the project Engineer and Illinois Department of Natural Resources.
- G. The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

CLAUSS BROTHERS, INC.

(contractor name)

Date: 2/26/15

  
(contractor signature)

WALTER H. CLAUSS, PRESIDENT

## EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved 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, national origin or ancestry, and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) 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 underutilized.
- (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, national origin or ancestry,
- (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 Fair Employment Practices Act and the commission's Rules and Regulations for Public Contract. 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 Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
- (5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10 (a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every 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 all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:


Section 2.10. The term Subcontracts means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of any employer and an employee):

(a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, utilized in the performance of any one or more contracts; or

(b) under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

ACKNOWLEDGED AND AGREED TO:

By  Date 2/26/15  
WALTER H. CLAUSS, PRESIDENT

ATTEST  Date 2/26/15  
PETER A. STEVENSON, ASSIST SECR

## **BIDDING CONTRACTOR'S VERIFICATION OF REFERENCES**

The bidding contractor shall list below information to be used by the Owner for the purpose of contacting the owners of similar projects of similar scope and contract amount. A minimum of three references shall be required for the contractor's bid to be valid. (submit additional pages if necessary)

1) Project Name: SEE ATTACHED PROJECT HISTORY

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

Contract Amount: \_\_\_\_\_

Owner or Agent: \_\_\_\_\_

Telephone: \_\_\_\_\_

2) Project Name: \_\_\_\_\_

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

Contract Amount: \_\_\_\_\_

Owner or Agent: \_\_\_\_\_

Telephone: \_\_\_\_\_

3) Project Name: \_\_\_\_\_

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

Contract Amount: \_\_\_\_\_

Owner or Agent: \_\_\_\_\_

Telephone: \_\_\_\_\_

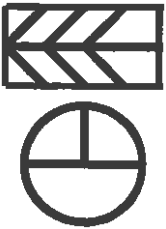
4) Project Name: \_\_\_\_\_

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

Contract Amount: \_\_\_\_\_

Owner or Agent: \_\_\_\_\_

Telephone: \_\_\_\_\_



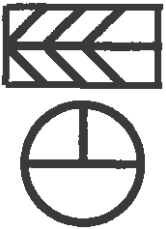
**CLAUSS BROTHERS, INC.**  
Landscape Architects & Contractors

[www.claussbrothersinc.com](http://www.claussbrothersinc.com)

12N330 Switzer Road  
Elgin, IL 60124  
847-488-0711  
847-488-0551 fax

**Profile of Firm's Recent Construction/Planting Project History – Page 1**

<b>"P" Prime Contractor "S" Subcontractor</b>	<b>Project Name/Address</b>	<b>Firm's Role in Project</b>	<b>Project Owner Contact Person Phone #</b>	<b>Cost of Work</b>	<b>Comp. Date</b>
P	<b>Hidden Creek Aquapark</b> Highland Park, IL <b>Brief Description:</b> Development of new Water Park	Serving as General Contractor, performing demolition and excavation, installation of subsurface drainage, subbase and piping for water features. Management of concrete, electrical, plumbing and fencing.	Park District of Highland Park Dan Malartsik 847 579 3105	460,000	2015
P	<b>The Forest Preserve District of Cook County</b> Cook County, IL <b>Brief Description:</b> Reforestation of County's Forest Preserves	Providing design, layout, locating of plant material, installation and maintenance of trees, shrubs and perennials including natives, transplanting, seeding and sodding for multiple Forest Preserves.	Cook County Forest Preserve District John McCabe 708 771-1180	400,000	2015
P	<b>Margaret Donahue Park</b> Chicago, IL <b>Brief Description:</b> Development of a new Chicago Cub themed city park	General Contractor performing layout, grading and excavation. Installing topsoil, stone subbase for all concrete and artificial turf field, subsurface drainage, custom play equipment, interactive water features, sodding, seeding, site furnishings, and tree, shrub, and perennial plantings. Managing electrical, plumbing, concrete, fencing and artist mosaic.	Chicago Cubs Trust for Public Land Jamie Simone 708 771-1180	1,123,000	2014-2015
P	<b>Volkering Lake Fitness Area</b> Schaumburg, IL <b>Brief Description:</b> Construction of Outdoor Fitness Area lakeside	Serving as General Contractor, performing grading, drainage, precast walls, fitness equipment providing management and surveying of concrete and rubber surfacing.	Schaumburg Park District Matt Gaynor 847 985 2115	226,000	2014-2015
P	<b>Three Oaks Scuba Center</b> Crystal Lake, IL <b>Brief Description:</b> Development of Outdoor Scuba Facility	General Contractor providing layout, grading, drainage, demolition of stone area, install of 100' stone ramp into quarry, landscaping and grass pave and stone work including rip rap and boulder placement. Also managing installation of surveillance cameras, fencing, changing rooms and pier.	City of Crystal Lake Eric Helm, Deputy City Manager 815 356-3614	396,000	2014-2015



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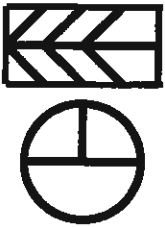
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**Profile of Firm's Recent Construction/Planting Project History – Page 2**

P	<b>Arrington Lake Lagoon</b> Evanston, IL <b>Brief Description:</b> Renovation of Lagoon with addition of new features	General Contractor providing demolition, earth work, setting grades, installing water fall feature, brick paving, sod, plantings and gravel paving. Overseeing concrete, masonry stairs and walls and permeable paving	City of Evanston Stephanie Levine 847 448 8043	1,384,000	2014
S	<b>Loyola University West Quadrant</b> Chicago, IL <b>Brief Description:</b> Landscape development of West Quadrant of College Campus	Landscape development of 2.7 acres of campus space. Including soil work, tree, shrub and perennial planting and sodding.	Loyola University Power Construction Pete Huey 312 596 6960	652,000	2014
P	<b>5215 Old Orchard Road</b> Skokie, IL <b>Brief Description:</b> Landscape development of renovated office building	Landscape development of Office complex. Including soil removal and installation, irrigation, block retaining wall, tree, shrub and perennial planting and sodding. Management of concrete, asphalt and steel wall installation.	Millbrook Skokie Anne Persaud 847 423 2300	724,000	2014
P	<b>Little Red School House</b> Willow Springs, IL <b>Brief Description:</b> Development of Nature Center's exterior grounds	Serving as General Contractor providing demolition, earthwork, layout and grading, gravel bases, water feature, plantings, site furnishings, and managing concrete work, wood pergola install, plumbing and electrical work	Cook County Forest Preserve DSI and Assoc. Paul Sefcovic	318,000	2014
P	<b>Garfield Park Conservatory Fern and Desert Houses</b> Chicago, IL <b>Brief Description:</b> Restoration of Plant Collection in Historic Rooms of Conservatory	A unique project scope to salvage and restore plant collection in historic conservatory after destruction of facility from hail storm. Scope included removal of contaminated mix, installation of new soil mixes transplanting of historic cycads and ferns up to 600 yr old and cacti up to 20' in height.	Chicago Park District Nicole Sheehan 312 742 4290	264,000	2014

\*Clauss Brothers Inc. has been providing construction and design services since 1925 with long-term design/build client relationships. Client history spans nationwide including General Motors, Chicago Botanic Gardens, Kemper, Wausau Insurance, and Celina Insurance. World Fairs and Expositions dating back to 1933 are also a part of Clauss Brothers' work history.



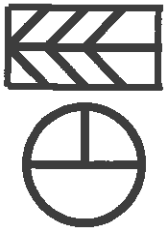
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### Profile of Firm's Recent Construction/Planting Project History – Page 3

"P" Prime Contractor 'S' Subcontractor	Project Name/Address	Firm's Role in Project	Project Owner Contact Person Phone #	Cost of Work	Comp. Date
S	<b>Loyola University Kenmore Avenue Landscape Development Chicago, IL</b> <b>Brief Description:</b> Landscape development of Street including surrounding buildings	Landscape development of University street on campus. Including soil work, tree, shrub and perennial planting and sodding for street and multiple buildings.	Loyola University Power Construction Pete Huey 312 596 6960	301,000	2014
P	<b>Sunset Park Splash Pad Expansion Lake in the Hills, IL</b> <b>Brief Description:</b> Outdoor Water Park expansion	Serving as General Contractor performing excavation and installation of stone subbase and water features. Managing electrical, concrete and plumbing installations.	Village of Lake in the Hills Trudy Wakeman 847 960 7400	64,000	2014
P	<b>The Forest Preserve District of Cook County Cook County, IL</b> <b>Brief Description:</b> Reforestation of County's Forest Preserves	Providing design, layout, locating of plant material, installation and maintenance of trees, shrubs and perennials including natives, transplanting, seeding and sodding for multiple Forest Preserves.	Cook County Forest Preserve District John McCabe 708 771-1180	597,000	2014
P	<b>Garfield Park Conservatory/Show House Chicago, IL</b> <b>Brief Description:</b> Restoration of Conservatory Show House to original historic design.	Serving as General Contractor, demolition of room elements. grading, installation of block wall and beds, gravel base for brick paving, and planting mix. Providing layout and grades and overseeing paving installation.	Chicago Park District Mary Eysenbach 312 746 5100	165,000	2014
P	<b>Indian Boundary Nature Play Center Chicago, IL</b> <b>Brief Description:</b> Transformation of a closed zoo into a interactive nature center	A unique design/build project working with Park District designer. Taking a green approach to const. Utilizing ex. exhibits and elements. Creating unique play features, gathering spaces and gardens. Serving as GC, installer and design collaboration.	Chicago Park District Erich Sprague 312 742 4709	289,000	2014
P	<b>Peck Farm Terrace Geneva, IL</b> <b>Brief Description:</b> Installation of Permeable Paver Terrace	Scope includes excavation, layout, grading, installation of gravel base and permeable paver installation.	Geneva Park District Larry Gabriel 630 232 4542	178,000	2014



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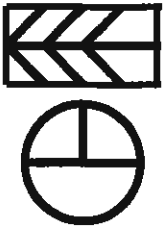
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**Profile of Firm's Recent Construction/Planting Project History – Page 4**

<b>"P" Prime Contractor 'S' Subcontractor</b>	<b>Project Name/Address</b>	<b>Firm's Role in Project</b>	<b>Project Owner Contact Person Phone #</b>	<b>Cost of Work</b>	<b>Comp. Date</b>
P	<b>Apachi Day Camp</b> Lake Zurich, IL <b>Brief Description:</b> Development of Day Care Playground	General Contractor performing excavation, installation of subsurface drainage, Trex stage, playground components, stone subbase and landscaping, Managed concrete, rubber surfacing and fence work.	JCC of Chicago John Simmonds 847 763 3625	175,000	2014
P	<b>Blackberry Farm</b> Aurora, IL <b>Brief Description:</b> Installation of retaining wall	Scope includes excavation, layout, grading, installation of gravel base and rosetta stone retaining wall	Fox Valley Park District Ray Nugent 630 897-0516	78,000	2014
P	<b>Park 569</b> <b>Dog Friendly Area</b> Chicago Park District, Chicago, IL <b>Brief Description:</b> Development of a city lot into a dog friendly park	General Contractor providing demolition, driveway closure, earthwork, sewer, water, electrical, artificial turf, concrete paving & curbing, shelter, site amenities and tree planting	Chicago Park District Randy Durussell 312 742 4694	860,000	2014
P	<b>Eckhart Park, Pleasant Point Park, Riis Park, Cornell Square Park Playgrounds</b> Chicago Park District, Chicago, IL Various Playground Developments <b>Brief Description:</b> Development of new playgrounds by various Architects	General Contractor performing and managing demolition of existing playgrounds, layout, utilities, grading, play equipment installation, including custom pieces and climbing nets, site amenities, seat walls, ada features, brick walks, outcroppings, and landscaping	Chicago Park District Linda Daly 312 742-4117	1,916,000	2013-2014
P	<b>Hatch, Mann, Irving and Whittier Playgrounds</b> Oak Park Public Schools, Oak Park, IL <b>Brief Description:</b> Development of new playgrounds	General Contractor performing and managing demolition of existing playgrounds, layout, utilities, grading, play equipment installation from various play manufacturers, site amenities, , concrete and asphalt paving	Altamanu Phillip Hutchinson 773 528-7492	2,198,000	2013





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Landscape Architects & Contractors

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**Profile of Firm's Recent Construction/Planting Project History – Page 5**

<b>"p" Prime Contractor 'S' Subcontractor</b>	<b>Project Name/Address</b>	<b>Firm's Role in Project</b>	<b>Project Owner Contact Person Phone #</b>	<b>Cost of Work</b>	<b>Comp. Date</b>
P	<b>St. James Farms Welcome Plaza</b> DuPage Forest Preserve, Warrenville, IL <b>Brief Description:</b> Development of a Welcome plaza for historical farms	Serving as General Contractor providing grading, demolition, permeable pavers, historical wall renovation, under drainage, water line relocate, native plantings and sculpture base.	DuPage Forest Preserve District Karen Gray 630 933-7239	303,000	2013
P	<b>The Forest Preserve District of Cook County</b> Cook County, IL <b>Brief Description:</b> Reforestation of County's Forest Preserves	Providing design, layout, locating of plant material, installation and maintenance of trees, shrubs and perennials including natives, transplanting, seeding and sodding for multiple Forest Preserves.	Cook County Forest Preserve District John McCabe 708 771-1180	650,000	2013-
P	<b>Scoville Park</b> Oak Park, IL <b>Brief Description:</b> Renovation of Village's downtown Park	As General Contractor performing layout & management for a site scope that included demolition, street curb and utilities, bldg renovation, playground dev., tennis courts, dec. granite paving, concrete and brick paving, site furnishings, limestone entries, fencing, irrigation, tree, shrub and perennial planting and sodding.	Altamanu Phillip Hutchinson 773 528-7492	2,021,203	2013
P	<b>Leiberman Center</b> Skokie, IL <b>Brief Description:</b> Two outdoor parks designed for seniors and entry	Serving as General Contractor providing grading, demolition, lighting, irrigation, concrete paving, pergola, tree, shrub and perennial planting, fencing and sodding.	Council for Jewish Elderly Anna Liisa Lacroix 847 929-3220	338,895	2013
p	<b>Peck Farm</b> Geneva, IL <b>Brief Description:</b> Outdoor Educational Center	Scope included earthwork, demolition, sewer & water, Spraypool feature, educational features, paving, steel framing for custom exhibits, outcropping stones and plantings.	Geneva Park District Sheavoun Lambillotte 630 262-2216	296,000	2013
P	<b>Ken Bird and Woodland Parks</b> Crystal Lake, Illinois <b>Brief Description:</b> Two playground developments	Serving as General Contractor managing and performing grading, stone base work, drainage, site furnishings, play equipment, block wall,	Crystal Lake Park District Ann Vigor 815-459-0680	296,164	2013

**ADDITIONAL INSURED ENDORSEMENT - EXHIBIT A**

Name of Insurer: ERIE INSURANCE EXCHANGE

Name of Insured: CLAUSS BROTHERS, INC.

Q46-3150904 Q10-3140069

Policy Number: Q34-3170315 Q94-8100158 Q46-3150904

Policy Period: 10/31/14 -10/31/15

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

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

VILLAGE OF WILLOWBROOK

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

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

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

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

**CERTIFICATE OF COMPLIANCE**

**DRUG FREE WORKPLACE ACT**

30 ILCS 580/1 et seq.  
1991, Ch. 127, Sec. 132.311 et seq.

CLAUSS BROTHERS, INC.

, the contractor under a certain

contract dated 2/26/15 with the Village of Willowbrook for WILLOW POND SITE IMPRMNTS hereby certifies that

said contractor shall, as a condition of the aforesaid contract, provide a drug free workplace by:

A. Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited at the contractor's workplace or work site;
2. Specifying the actions that will be taken against employees for violations of such prohibition.
3. Notifying the employee that, as a condition of employment on such contract, the employee will:
  - a. abide by the terms of the statement; and
  - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

B. Establishing a drug free awareness program to inform employees about:

1. the dangers of drug abuse in the workplace;
2. the contractor's policy of maintaining a drug free workplace;
3. any available drug counseling, rehabilitation, and employee assistance programs; and
4. the penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by subsection (A) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

D. Notifying the Village of Willowbrook within 10 days after receiving notice under part (b) of paragraph (3) of subsection (A) from an employee or otherwise receiving actual notice of such conviction.

- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is so convicted as required by paragraph (H) below.
- F. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug free workplace throughout implementation of the foregoing.
- H. Employee sanctions and remedies. A contractor shall, within 30 days after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace:
  - 1. Take appropriate personnel action against such employee up to and including termination; or
  - 2. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

By: Walter H. Clauss  
WALTER H. CLAUSS

Title: PRESIDENT

SUBSCRIBED AND SWORN to

before me this 26 day

of FEB, 2015.

Susan M. Miller  
NOTARY PUBLIC



**ILLINOIS HUMAN RIGHTS ACT on SEXUAL HARRASSMENT**

775 ILCS 5/2 - 105

CLAUSS BROTHERS, INC.

, the contractor under a certain

contract dated 2/26/15 with the Village of Willowbrook for WILLOW POND SITE IMPRMNT hereby certifies that

said contractor shall, as a condition of the aforesaid contract, certify that there is available a written company sexual harassment policy that includes, at a minimum, the following information:

1. the illegality of sexual harassment
2. the definition of sexual harassment under State law
3. a description of sexual harassment using examples
4. the Contractor's internal complaint policies and procedures including penalties
5. the legal recourse, investigation, and complaint process available through the IL. Dept. of Human Rights and the Human Rights Commission and directions on how to contact both
6. protection against retaliation as provided by Section 6-101 of the IL. Human Rights Act.

A copy of this policy shall be provided to the IL. Dept. of Human Rights upon request.

By:   
WALTER H. CLAUSS

Title: PRESIDENT

SUBSCRIBED AND SWORN to

before me this 26 day

of FEB, 2015.



 NOTARY PUBLIC

**PREVAILING WAGE AFFIDAVIT**


I, WALTER H. CLAUSS on oath hereby state and  
President

certify that CLAUSS BROTHERS, INC. pursuant to a contract  
Company

dated 02/26/15

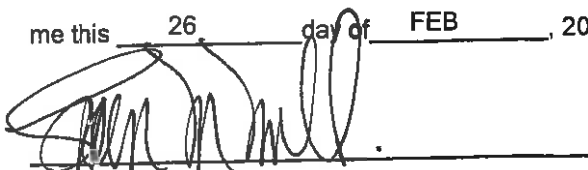
with the Village of Willowbrook, an Illinois Municipal Corporation, has complied and will comply with all laws, including those relating to the employment of labor and the payment of the current general prevailing rate of hourly wages for each craft or type of worker or mechanic needed to execute the contract or perform such work, also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for DuPage County, Illinois, and those prevailing rates are paid and shall be paid for each craft or type of worker needed to execute the aforesaid contract or to perform such work.

Contractor also agrees to abide by and submit all required forms and payroll certifications to the Village.

  
Signature

Subscribed and sworn to before

me this 26 day of FEB, 2014.

  
Notary Public

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Clauss Brothers, Inc.

12N330 Switzer Rd Elgin, IL 60124

as Principal, hereinafter called the Principal, and Western Surety Company

333 S. Wabash Ave. Chicago, IL 60604

a corporation duly organized under the laws of the State of SD

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Willowbrook

7760 Quincy Street Willowbrook, IL 60527

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid


Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.


WHEREAS, the Principal has submitted a bid for Willow Pond Site Improvements

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


Signed and sealed this 26th day of February, 2015

  
(Witness)

Clauss Brothers, Inc.

 (Principal) (Seal)  
By V.P. (Title)

Western Surety Company

(Surety) (Seal)  
By   
Attorney-in-Fact William P. Maher (Title)



STATE OF Illinois  
COUNTY OF Cook

I, Susan Murray Notary Public of Cook County,  
in the State of Illinois, do hereby certify that William P. Maher  
Attorney-in-Fact, of the Western Surety Company  
who is personally known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this day in person, and  
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the  
Western Surety Company

for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Palatine  
in said County, this 26th day of February A.D., 2015



Susan Murray  
Notary Public Susan Murray

My Commission expires: December 16, 2015



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**William P. Maher , Individually**

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

**- In Unlimited Amounts -**

Surety Bond No.: Bid Bond

Principal: Clauss Brothers, Inc.

Obligee: Village of Willowbrook

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

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

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



WESTERN SURETY COMPANY

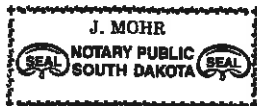
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

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

My commission expires

June 23, 2015



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of February, 2015.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

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

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

ROOFER	BLD	39.700	42.700	1.5	1.5	2.0	8.280	10.06	0.000	0.530
SHEETMETAL WORKER	BLD	44.000	46.000	1.5	1.5	2.0	10.65	13.06	0.000	0.820
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	11.25	9.500	0.000	0.450
STEEL ERECTOR	E ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STEEL ERECTOR	W ALL	45.060	48.660	2.0	2.0	2.0	10.52	18.81	0.000	0.400
STONE MASON	BLD	42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
SURVEY WORKER-> NOT IN EFFECT	ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER	BLD	37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000	0.620
TERRAZZO MASON	BLD	40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000	0.820
TILE MASON	BLD	42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000	0.920
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BLD	41.620	42.620	1.5	1.5	2.0	9.850	12.61	0.000	0.650

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

## Explanations

DUPAGE COUNTY

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

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

## EXPLANATION OF CLASSES

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

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

systems are to remain.

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

#### CERAMIC TILE FINISHER

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

#### COMMUNICATIONS TECHNICIAN

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

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of

material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

#### OPERATING ENGINEER - BUILDING

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck

Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

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

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or

similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

#### TERRAZZO FINISHER

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

#### Other Classifications of Work:

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

#### LANDSCAPING

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

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II



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

## INSTRUCTIONS TO BIDDERS

### A. DEFINITIONS

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

A. BIDDER shall mean:

\_\_\_\_\_  
Clauss Brothers, Inc.  
12N330 Switzer Rd. \_\_\_\_\_  
Elgin, IL 60124  
\_\_\_\_\_

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:**

1. CONTRACTOR'S CERTIFICATION ✓
2. BID PROPOSAL FORM (3 pages) ✓
3. BID FORM – ITEMIZED with ALTERNATES ✗
4. OSLAD CERTIFICATION ✓
5. EEOC CERTIFICATION ✓
6. PREVAILING WAGE CERTIFICATION ✓
7. DRUG FREE WORKPLACE CERTIFICATION ✓
8. HUMAN RIGHTS CERTIFICATION ✓
9. LIST OF SUBCONTRACTORS
10. VERIFICATION OF REFERENCES ✓
11. ADDITIONAL INSURED ENDORSEMENT ✓

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

<b>BIDDER'S NAME, ADDRESS, SUBJECT MATTER OF BID, DESIGNATED DATE OF BID OPENING AND HOUR DESIGNATED FOR BID OPENING.</b>
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#### **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. 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.

#### **E. SECURITY FOR PERFORMANCE**

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within fourteen (14) 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 fourteen (14) 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.

#### **F. 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.

#### **G. H. ACCEPTANCE OF BID**

The Village shall make its determination with respect to bids within thirty (30) 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.

#### **H. 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.

#### **I. GUARANTEES AND WARRANTIES**

All guarantees and warranties, including payment certifications of prevailing wages required shall be furnished by the successful Bidder and shall be delivered to the Village before the final payment voucher is issued.

#### **J. 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.

#### **K. 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.

The Bidder must have a minimum of 75% of his work experience in the major trade or operations being contemplated in the work.

#### **L. 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.

#### **M. 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.

#### **N. TERMINATION OF CONTRACT**

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:

1. 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
2. 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.
3. If it is determined that successful Bidder knowingly falsified information provided to the Village.
4. 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.
5. 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.
6. 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.
7. 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.

## **O. EQUAL EMPLOYMENT OPPORTUNITY**

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

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 underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the department's rules 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.

#### **P. APPROVED EQUALS**

1. Materials, equipment, products and accessories for the "Contract Base Bid" shall conform to ALL items specified herein. Bids submitted with "or approved equal" will not be accepted unless the following procedures are followed.
2. Bidders desiring to submit for an "approved equal" must notify the Owner and supply specifications and shop drawings a minimum of three (3) working days prior to the closing of bids. The Owner and/or its representative shall make a determination if any and/or all proposed "approved equals" meet the requirements of the project. The Owner shall then issue an addendum to all registered bidders no later than 48 hours prior to the opening of bids. Bids submitted without pre-qualified "approved equals" shall not be considered.
3. Successful Contractor(s) may submit Substitution and 'Approved Equal' requests after the Award of Contract for further consideration.

#### **Q. INSURANCE SPECIFICATIONS**

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

##### **TYPE OF INSURANCE**

###### **COMMERCIAL GENERAL LIABILITY**

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

##### **MINIMUM INSURANCE COVERAGE**

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

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

- Construction projects only.  
8. Independent contractors  
9. Personal Injury

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

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

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

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

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

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

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

#### **R. INSURANCE POLICY(S) ENDORSEMENT**

***SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.***

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

##### **1. POLICY INFORMATION.**

- A. Insurance Company \_\_\_\_\_
- B. Policy Number \_\_\_\_\_
- C. Policy Term: (From) \_\_\_\_\_ (To) \_\_\_\_\_



- D. Endorsement Effective Date\_\_\_\_\_
- E. Named Insured \_\_\_\_\_
- F. Address of Named Insured \_\_\_\_\_
- G. Limit of Liability Any One Occurrence/  
Aggregate \$ \_\_\_\_\_
- H. Deductible or Self-Insured Retention (Nil unless otherwise specified)  
\$ \_\_\_\_\_

**2. VERIFICATION OF COVERAGE**

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, **within fourteen (14) calendar days** after acceptance of the bid by the Village, furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

In the event that the successful Bidder(s) fails to furnish the insurance coverage within fourteen (14) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said insurance.

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

**3. POLICY AMENDMENTS.**

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

**A. INSURED.**

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

**B. CONTRIBUTION NOT REQUIRED.**

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

**C. SEVERABILITY OF INTEREST.**

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

**D. SUBCONTRACTORS. (ALL COVERAGES)**

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

**E. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.

**F. CANCELLATION NOTICE. (ALL COVERAGES)**

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

**G. SUBROGATION (WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)**

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

**H. ACCEPTABILITY OF INSURERS. (ALL COVERAGES)**

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

**I. ASSUMPTION OF LIABILITY. (ALL COVERAGES)**

The successful Bidder assumes liability for all injury to or death of any person or persons including employees of the successful Bidder, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way 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: \_\_\_\_\_

**S. INDEMNITY HOLD HARMLESS PROVISION**

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

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

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

## **GENERAL CONDITIONS FOR PUBLIC WORKS PROJECTS**

### **1. 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.

### **2. 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.

### **3. 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.

### **4. 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.

### **5. 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.

### **6. 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 anyone 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.

### **7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. PAYMENT**

Final payment will be made in accordance with the stipulations listed in the aforementioned General Conditions - Instructions to Bidders.

**15. 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.

**16. 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.

**17. MEETING BEFORE WORK BEGINS**

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

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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;

**24. 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.

**25. 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.

**26. 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.

**27. COSTS**

The Contractor 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.

**28. 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.

**29. 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.

**30. 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. Form VR-1.

**31. BILLING & PAYMENT**

The Contractor may request partial payments, by submitting Application for Payments based on estimates of work at times as stated in the Contract. The estimate shall be a sworn, notarized statement of the work completed to date. The form of the estimate for partial payment requests shall be as follows:

A. Unit Price: When the contract work has been awarded on a unit price bid basis, the form of each estimate shall follow the bid proposal form, listing each item number, the total quantity of units completed to date of estimate, the unit price and sub total. The sub total column shall be added to show the total cost of work completed to date, less ten (10) per cent to be withheld giving the total amount requested for payment. Previous requests for payment paid by the Owner shall be shown on each subsequent request and subtracted after the ten (10) per cent has been withheld.

B. Lump Sum: When the contract work has been awarded on lump sum bid basis, the form of each estimate will include the Contractor's breakdown of job items with a total value given each item. The estimate for the items of work completed to date shall be expressed as a percentage of the total with the corresponding cost for each item shown and totaled to show the total cost of work, the work completed to date, less ten (10) per cent to be withheld, giving the amount requested for payment. Previous requests



for payment, paid by the Owner, shall be shown on each subsequent request and subtracted after the ten (10) per cent has been withheld.

C. Percentage Withheld: Each request for payment shall be approved by the Owner only after ten (10) per cent has been retained as stated above.

D. Waivers of Lien: Failure to supply partial or final waivers of lien or other acceptable evidence of payment of all current accounts incurred by this contract work will be considered grounds for withholding partial or final payment requests.

E. Substantiating Data: The Contractor warrants that title to all work, materials and equipment covered by the Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

F. Invoice Submittal: All invoices and waivers of lien shall be submitted in duplicate, made out to the Owner, and sent for consideration and approval. With each invoice, the Contractor shall include waivers of lien from all parties concerned, and voucher tickets for verification of any bulk materials delivered to the site.

G. Final Payment: Upon satisfactory completion of the improvements provided for by the contract, final clean up, inspection, and final approval and acceptance by the Owner, the Contractor shall submit a final request for payment, including the ten (10) per cent withheld and all final waivers of lien, to be paid by the Owner as stated in the Contract.

### **32. CORRECTION OF WORK AFTER FINAL PAYMENT**

The final payment or any provision in the Contract Documents shall not relieve the Contractor of the responsibility for the correction of any and all defects in the work performed. He shall correct all defects as notified for a period of twelve (12) months after final payment. The contract bond shall be written to include this twelve month period within the guarantee.

### **33. TEMPORARY LIGHT, POWER AND WATER**

The Contractor shall provide and maintain for the project all necessary light, power and water at his own expense. Each sub-Contractor shall make provisions with the general Contractor for the use of these facilities. The Owner shall provide, if possible, access to nearby facilities. This does not, however, construe an obligation to do so.

### **34. EQUIPMENT CONDITION**

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

### **35. ADDITIONS OR DELETIONS**

The Village reserves to right to increase or decrease quantities forms of work 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

**36. 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 work that has been performed by the Contractor during the previous month.

**37. OSLAD COMPLIANCE / EEOC FORM**

Contractor shall execute the required EEOC and OSLAD compliance forms for the Illinois OSLAD Grant program, attached hereto in the "Bid Proposal" as EEOC-1, and OSLAD Compliance Form.

**38. DRUG FREE WORKPLACE ACT**

Contractor shall execute the certificate of compliance with regard to Illinois compiled statutes 30 ILCS 580/1 et. seq., attached hereto in the "Bid Proposal", Form DF-1.

**39. SEXUAL HARASSMENT POLICY**

Contractor shall execute the certificate of compliance pursuant to the Illinois Human Rights Act (775 ILCS 5/2 - 105), attached hereto in the "Bid Proposal", Form HR-1.



REVISED - SEE CONTRACT

2930 Cherry Road  
Oswego, IL. 60543

630.554.9984  
fax 630.206.1484  
Email: info@landtechdesign.net

February 18, 2015

**RE: ADDENDUM # 1**  
**Willow Park Improvements**

To whom it may concern:

The enclosed information should be changed or added to on the Park Improvement plans and specifications, and recorded in the appropriate locations on the Bid Form and/or specifications. This Addendum is being issued to correct discrepancies in the specifications and to clarify some issues.

**PRE-BID MEETING**

There will be a NON-MANDATORY Pre-Bid Meeting on Monday, February 23 at 11:00 AM. The Meeting shall be held on site to review conditions.

**PLANS AND SPECIFICATIONS**

**02700**

The water main to be tapped is 8".

**02800**

1. There are two grills shown on the northeast side of the new shelter. Concrete slab is already figured into the general concrete work. Add a line #02800.8 to the Bid Form for the furnish and installation of these two grills, price per each. Grill spec is on the plans.
2. No soils report is available; however, many past installations and the existing building show no signs of problem soils and clay layer approximately 12 – 18" deep.
3. The Zip Line is by Gametime.
4. The retaining wall for the playground access ramp should be Eden outcroppings. Ignore any details referencing Unilock, and construct ramp connection to playground in the similar fashion.
5. To clarify, the Educational Signage will be furnished by the Owner. The Contractor shall assemble and install.
6. The line item for the retaining wall / access berm for the playground ramp is located on the Bid Form in Section 02930.

**02830**

1. The Contractor will be required as part of his contract to lower the water levels sufficient to install the outcropping ledges. Bottom of the ledges shall be 2 feet below the stated water line. There is a storm sewer to the southeast of the pond that the water can be pumped to. The contractor may substitute another suitable method of achieving the installation.

**02930 / 02950**

1. Woody Plant materials shall be maintained for 1 year, including a final fertilization on acceptance.
2. Bluegrass lawns shall be maintained for 60 days following installation, including watering and mowing. Guarantee for performance is one year.
3. All native turf plantings and stewardship MUST be performed by a native's subcontractor with over 75% of their experience in this type of work.
4. All native turf and plugs shall be maintained for a period of 3 years, cost to be included in the contract. A written guarantee of the stewardship performance from the native's subcontractor shall be turned over to the Village at completion of the installation and initial OSLAD acceptance of the work.
5. Issued are new sheets for L8.1 and L8.2.

**06100**

1. The Base Bid washroom is the Denali, not the Cortez. Please change Bid form 06100.1.
2. Add line item 06100.3 – a \$ 5000 allowance for pavement repair, temporary utility relocation, and / or other measures outside standard installation procedures of the manufacturer that can be presented to the Owner as necessary work.
3. Attached are Specifications for the Alternate Public Restroom company model.  
DELETE requirement for concrete footing, this washroom alternate is to be installed on an aggregate base like the Denali. The Alternate for Concrete foundation shall serve for either building if needed.

**Bid Form**

A replacement Bid Form is attached reflecting changes in the Addendum.

**Alternates**

1. ALTERNATE # 5 – Alternate for Public Washroom Company version of the washroom. The Specifications are attached to this Addendum.

**BID DATE:**

No Change. Bid opening will be on February 26, 2015, 11:00 AM at the offices of the Village of Willowbrook.

**END OF ADDENDUM**

**Preliminary Proposal: Willow Pond, Willowbrook, IL**

**Date: January 25, 2015**

PRC offers to *furnish and install turn-key* the public restroom building quoted below for this project. We offer to construct off-site, deliver, and turn-key install the building on-site, subject to any exceptions noted in our "Scope of Work" herein.

**OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**

**Owner/General Contractor Scope of Work Background:**

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

**Preparation of Building Pad:**

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings.

**Subgrade Pad/Foundation Requirements:**

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

**Owner/General Contractor verification of site access to allow Building Delivery:**

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor's responsibility to properly mark them and verbally notify PRC before installation.

**Installation Notice and Site Availability:**

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner shall make the site available during the delivery period. During the delivery period, on an improved site, Owner

should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

**Caution:**

*If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

**Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.**

**Utility Connections:**

1. The Owner/General Contractor is responsible for flushing all water service lines before final connection.
2. The Owner/General Contractor is responsible for the final connections of water, sewer, and electrical at the exterior of building POC's.
3. PRC provides a POC for water, a POC DWV waste line with a clean out your service connection, and an electrical schedule 80 PVC sleeve at an exterior POC.
4. PRC provides and connects the interior building utility connections and the Owner/General Contractor or their Subcontractor makes the exterior connections to POC's for services.

**Special Conditions, Permits, and Inspection Fees:**

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

**Jurisdiction for Off-site Work:**

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third party engineer inspection report for any and all closed work the local official cannot see.

**PUBLIC RESTROOM COMPANY SCOPE OF WORK:**

**Our In Plant/Off-Site Construction Scheduling System:**

PRC has several off-site manufacturing centers in the United States, strategically located, that have the proper equipment and trained staff to fabricate our custom buildings to our high quality fit and finish



standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these special parts or chemicals. We then schedule the in plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

**Special Payment and Billing Terms –No Deposits, Pay When Paid:**

We will invoice for our design engineering and architectural plans to you. We will provide a schedule of values for our work in plant and on site and invoice monthly based upon our completion of work off site in plant on a percentage of completion basis, supported by photographs and state inspection reports. We will make sure our billing to you coincides with the owner's requirement for the monthly billing dates you provide us.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

**Delivery and Installation:**

**Site Inspection:**

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

**Installation:**

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

**Installation of Utilities Under the Prefabricated Building:**

We fabricate off-site an underground utility (electrical, water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will excavate the trenches to the proper depth per local code and set the plumbing and electrical prefabricated piping trees into code depth excavated trenches.

Your utility POC's start nominally 6' from the building footprint where we pick up the task and connect your services to the building stub downs. We provide all the under slab piping (including the driven electrical ground rod or lightning rod, if applicable.) The Owner/General Contractor brings utility services to within 6' of the pad.

**Connection of Utilities Post Building Placement:**

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

**Electrical:**

PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

**Plumbing:**

PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

**Sewer:**

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

**Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:**

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

**Time of Completion:**

PRC estimates a schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

**Exclusions/Exceptions:**

1. Access issues for delivery of the building when the Owner/General Contractor has not provided a proper path to the final site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. Traffic control requirements coordinated by the Owner.
2. Any trench plates needed for protection of site soils, sidewalks, or site utilities.
3. Sidewalks outside the building footprint.
4. Survey, excavation, and installation of the building pad and footings (if required) per our attached plans.
5. Soil conditions not suitable for bearing 1500 psf.
6. Improper water pressure, an undersized meter, or improper water flow to the building.
7. Building chlorination is by Owner/General Contractor.
8. Bonds, building permits, site survey, special inspection fees, minor trash removal, final utility connections, minor plumbing leaks if water is not available when building site work installation is complete, site soils or improvements if damaged during installation, landscaping.



9. Our crane costs, which are included herein, are based on a maximum 35' radius from the center pin of the crane to center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to you.
10. The Owner/General Contractor shall be responsible for minor site debris removal or a location for placement on site, (nominally one pickup truck of shipping materials.)

**Insurance and Prevailing Wage Certification:**

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

**Special Insurance to protect the Building before acceptance:**

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we provide a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. The policy provides the Owner and General Contractor as additional insured during this period.

PRC provides the Owner and General Contractor a policy rider to cover the building while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy covers each building module (section) for up to \$200,000. This exceeds the cost of any building module we have offered for sale herein.

**Errors and Omissions Insurance:**

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

**WARRANTY**

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of commercial quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. PRC will furnish a 20 year warranty on the structural components of each building.

Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address. This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

**The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.** There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

**Term of Offer to Sell and Owner/General Contractor's Acceptance:**

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final owner approval of our submittals and Owner/General Contractor receipt of a contract from the owner or a purchase order/contract.

**Special Notice of Possible Project Cost Increases as a Result of Late Payments:**

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

**Venue for Contract Jurisdiction:**

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

**No modifications to this offer shall be authorized unless confirmed in writing by the President of PRC.**

**Steve Caliger** | Project Development Manager

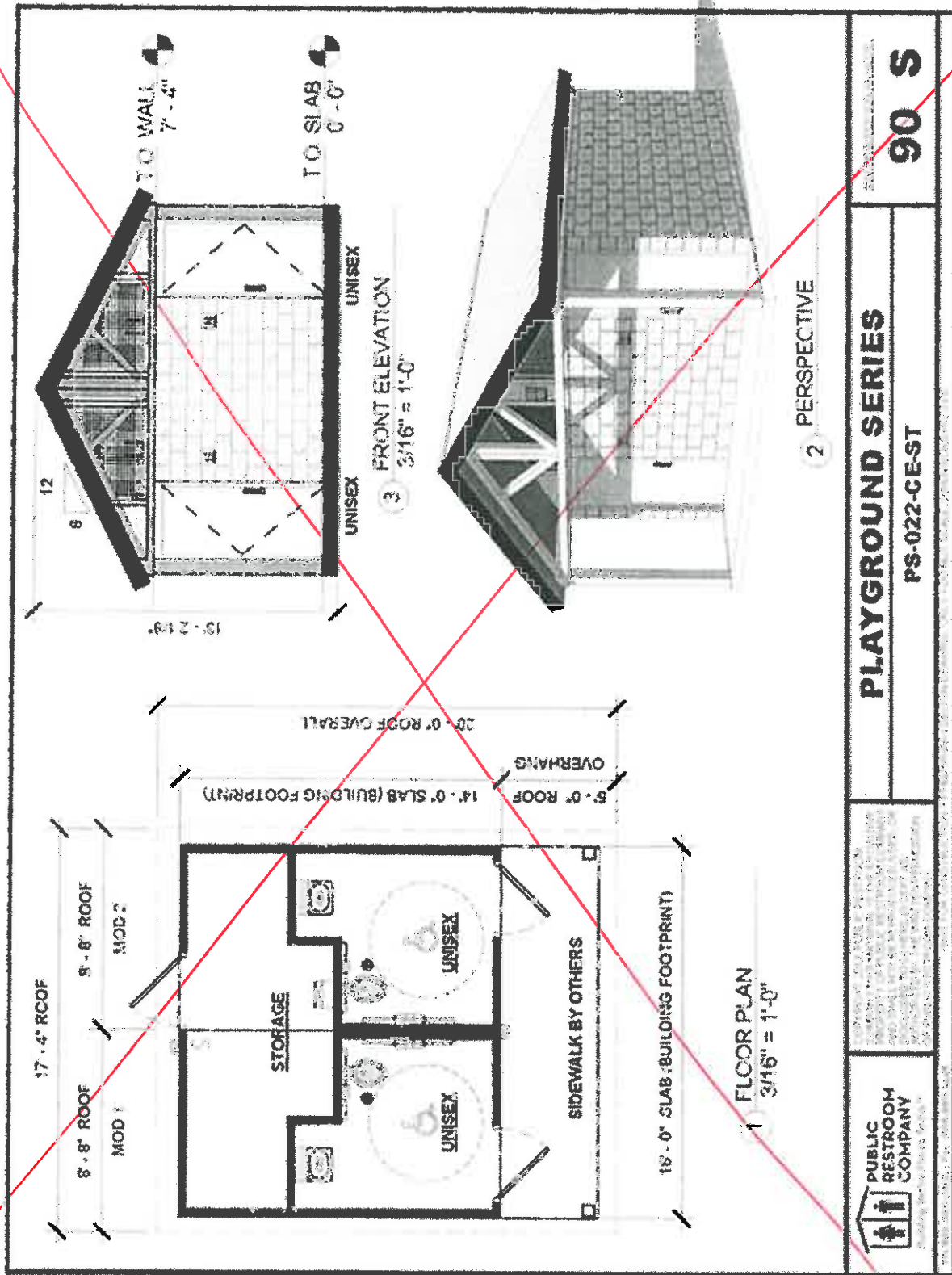


2587 Business Parkway | Minden, NV 89423

P: 888-888-2060 Ext 103 | f: 888-888-1448

[www.PublicRestroomCompany.com](http://www.PublicRestroomCompany.com) | [steve@publicrestroomcompany.com](mailto:steve@publicrestroomcompany.com)

REVISED - SEE CONTRACT





2930 Cherry Road  
Oswego, IL. 60543

630.554.9984  
fax 630.206.1484  
Email: info@landtechdesign.net

February 24, 2015

**RE: ADDENDUM # 2**  
**Willow Park Improvements**

To whom it may concern:

The enclosed information should be changed or added to on the Park Improvement plans and specifications, and recorded in the appropriate locations on the Bid Form and/or specifications. This Addendum is being issued to correct discrepancies in the specifications and to clarify some issues.

There will be an Addendum # 3 coming out shortly to clear up some additional issues.

**BID LOCATION / DATE:**

The date and location of the Bid opening is changed. Bids will be delivered to and opened on Tuesday, March 3, 2015, 11:00 AM at the new offices of the Village of Willowbrook, 835 Midway Drive, Willowbrook, IL, 60527. This is adjacent to the old Village hall location. ✓

**END OF ADDENDUM**



2930 Cherry Road  
Oswego, IL 60543

REVISED - SEE CONTRACT

630.554.9984  
fax 630.206.1484  
Email: info@landtechdesign.net

February 23, 2015

**RE: ADDENDUM # 2**  
**Willow Park Improvements**  
**Attachments Civil Sheets C1.0 – C5.0**  
**Revised E1 and E2**  
**Revised Bid Form**

To whom it may concern:

The enclosed information should be changed or added to on the Park Improvement plans and specifications, and recorded in the appropriate locations on the Bid Form and/or specifications. This Addendum is being issued to correct discrepancies in the specifications and to clarify some issues.

**PLANS AND SPECIFICATIONS**

**CIVIL PLANS**

Civil plans are hereby added to the plan set. The Civil plans shall supersede any plans for the water, sanitary sewer, and storm sewer re-routing on the project.

The Bid Form is changed, and a revised version dated 2-24-15 is attached.

**02850**

The detail for the main splash pad activator / combination drain activator is incorrect – there is no wiring to the pad. See the correct detail attached here.

**02700 UTILITIES**

1. The Bid number for lights and fixtures is correct – there are 11 lights figured in the Allowance. The Electric Plans are modified and attached here.
2. Disregard the plans for the washroom building – all building electrical and 200 amp panel will be provided and installed by the manufacturer. **The Contractor is still required to install the on/off solenoid and a time clock for the spray pad.**
3. There are 2 lights and 2 GFI outlets in shelter, the plans did not agree with the shelter electrical detail. This cost is included with the base bid electrical bid.
4. To explain the plans a little better:
  - a. Base Bid – includes abandonment of existing service and panel; installation of new service to the washroom, installation of conduits, hand holes, breakers and wiring to re-fed the old

shelter, re-feed the old security light, re-feed the aerator pump, feed , and furnish and install the new shelter lights and receptacles. This way all lights (shelters and pathway) and site electrical will be controlled from the new bathroom.

- b. The Alternate Bid will be for the pathway lighting, including a \$ 38,500.00 allowance for the purchase of the poles and luminaires (TBD), installation of circuits, wiring, conduit, hand holes, receptacles, and pole footings as required.
5. The \$ 5000 (Addendum # 1) allowance for the washroom improvements applies only to the installation of the bathroom structure, and has nothing to do with electrical installation.
6. For informational purposes, the water pressure in the City mains is approximately 52 PSI.
7. The Utility Bid Items have been renumbered and changed to match new civil information.

#### **02800**

1. There are 4 picnic tables total – the Bid Form quantity was incorrect.
2. Model #s for benches and trash cans are as follows:
  - a. Bench Model number is CBPA6WB-P from Belson.
  - b. Trash Can model # is PB55R, include Dome Lid PB55RDOME and liner PB55GLINER from Belson

#### **02930**

Eliminate Hesperis matronalis from the seed mix.

#### **BID FORM**

A replacement Bid Form is attached reflecting changes in the Addendum.

#### **ALTERNATES**

1. The Alternates have changed for the electrical and the washroom buildings.
  - a. The Public Washroom Company will be providing 2 options.
  - b. The electrical work and pole ALLOWANCE necessary for the pathway lighting and outlets have been combined into an ALTERNATE. See the Bid Sheet.

#### **BID LOCATION / DATE:**

**Per Addendum # 2, the date and location of the Bid opening is changed. Bids will be delivered to and opened on Tuesday, March 3 , 2015, 11:00 AM at the new offices of the Village of Willowbrook, 835 Midway Drive, Willowbrook, IL, 60527. This is adjacent to the old Village hall location.**

#### **END OF ADDENDUM**



Project Name: \_\_\_\_\_  
Model Number: \_\_\_\_\_

### Specifications

**Design Function:** Designed to provide a distribution manifold, activator and drainage system all enclosed in an in-ground housing.

**Hydraulics:** See Chart.

**Drain Connector:** See Chart.

**Housing:** Heavy-duty FRP (fiberglass reinforced polyester) with inlet, feed, gas and drain connection. (See chart for details)

**Drains:** Heavy-duty FRP grates with a/d resistant surface with a coating. Inlets ADA guidelines.

**Supply Inlets:** 2" PVC female connection. 60 GPM @ 25 PSI max.

**Drain Connection:** 4" PVC female connection. 125 GPM max.

**Discharge Outlets:** PVC male connection.

**Grate Fasteners:** Type 304 stainless steel.

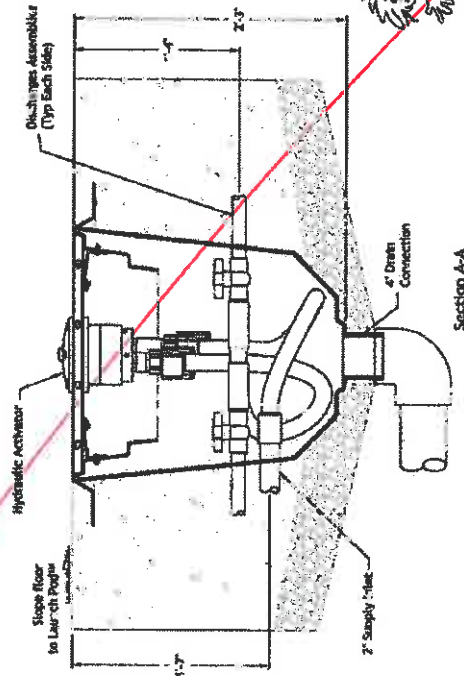
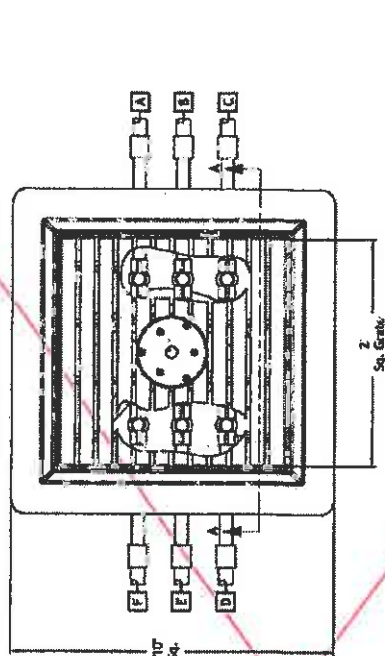
**Grate Access:** Quarter turn, captive flat head lock screw.

**Activation Time:** 35 sec. ± 1 min.

Discharge Options	
Discharge	Size
A	1" x 1.5"
B	1" x 1.5"
C	1" x 1.5"
D	1" x 1.5"
E	1" x 1.5"

10 GPM max. per 1" connection.  
50 GPM max. per 1.5" connection.  
Total not to exceed 60 GPM.

(Leave blank if not used)



HYDRAULIC LAUNCH POD™  
SPECIFICATIONS  
HLP-XXXX  
1 of 1  
9 - 2 - 14  
Water Odyssey™ by Fountain People, Inc. - P.O. Box 807 - San Marcos, CA 92068  
Phone (951) 392-1135 - Fax (951) 392-1134 - www.waterodyssey.com

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SEE CONTRACT





**UTILITY CROSSING TABLE**

### PROPOSED SANITARY SEWER STRUCTURE TABLE

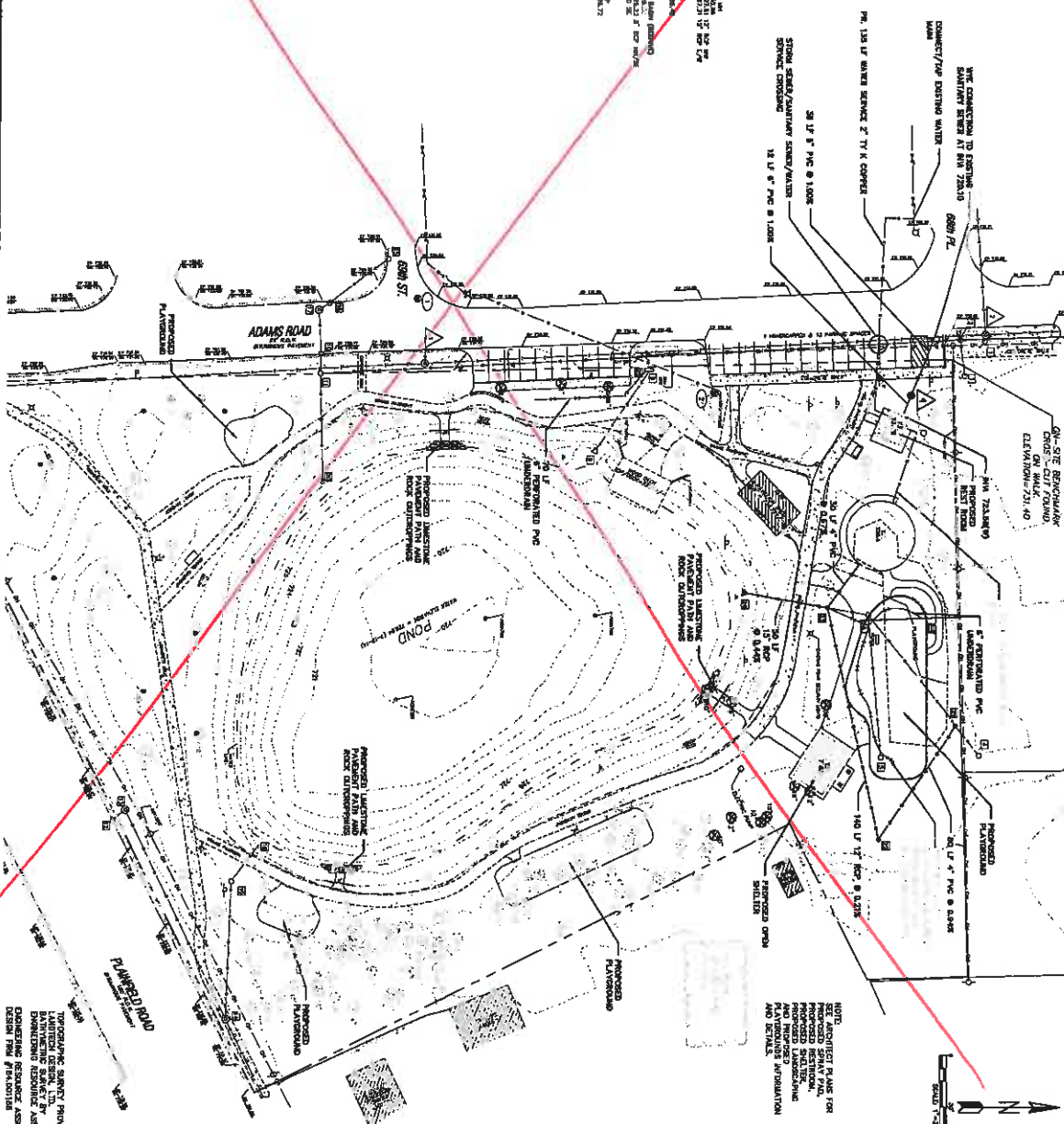
### EXISTING SANITARY SEWER STRUCTURE TABLE

### DRAINAGE WATER STRUCTURE TABLE

**LEGEND**  
**EXISTING**

[illegible]

### ~~EXISTING STORAGE SYSTEM STRUCTURE TABLE~~

[illegible]

**ENGINEERING RESOURCE ASSOCIATES, INC.**  
 2701 WEST AVENUE, SUITE 150  
 WILMINGTON, ILLINOIS 60551  
 PHONE (609) 351-1669 FAX (609) 351-3132  
 CIRCLE NO. 18 ON READER SERVICE CARD

**JOE CHOSING, CHART CHAIRMAN, ILLINOIS**  
 101 S. WYANDER BLVD., SUITE 100  
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**LANDTECH DESIGN LTD.  
WILLOW POND IMPROVEMENTS  
WILLOWBROOK, ILLINOIS**

## UTILITY AND GEOMETRY PLAN

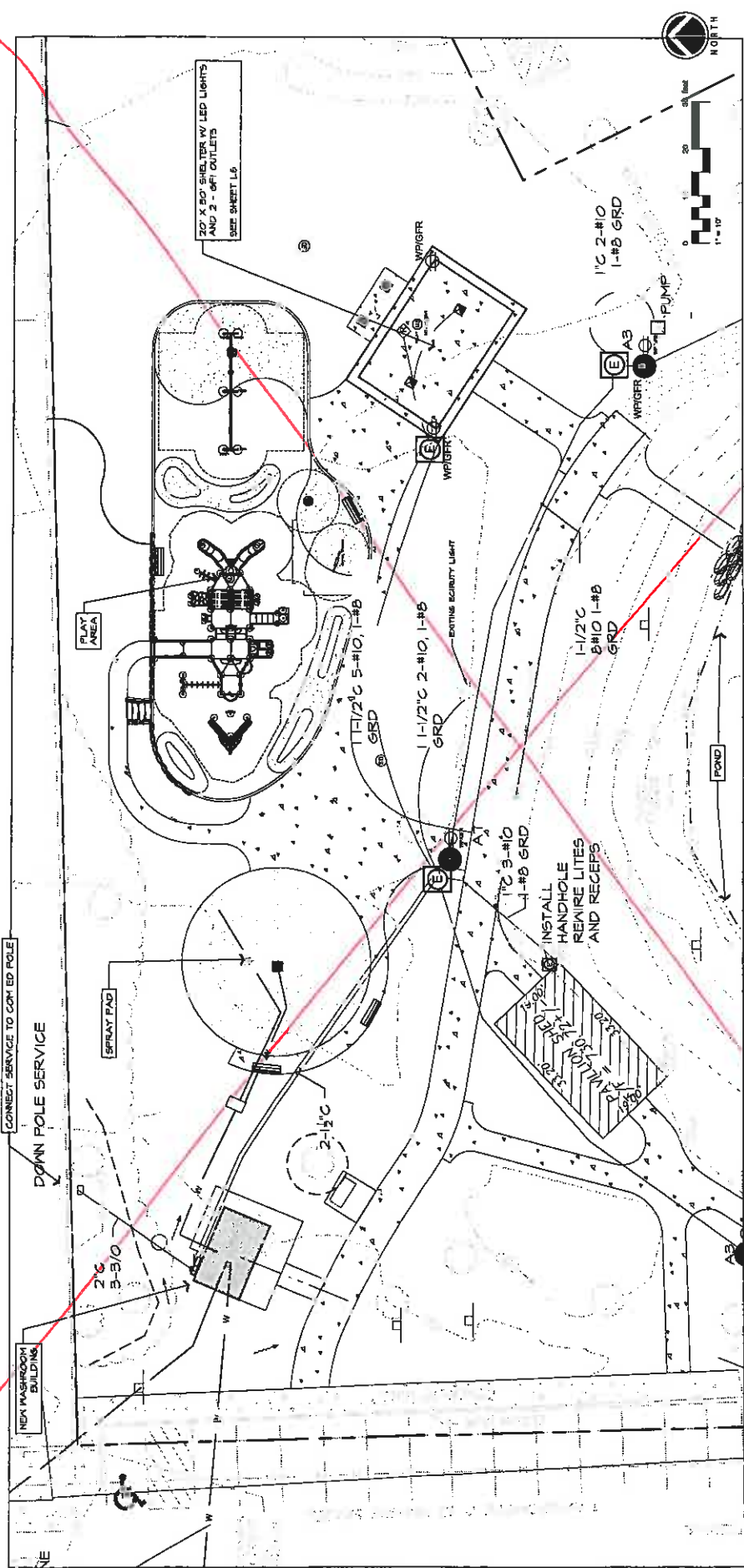
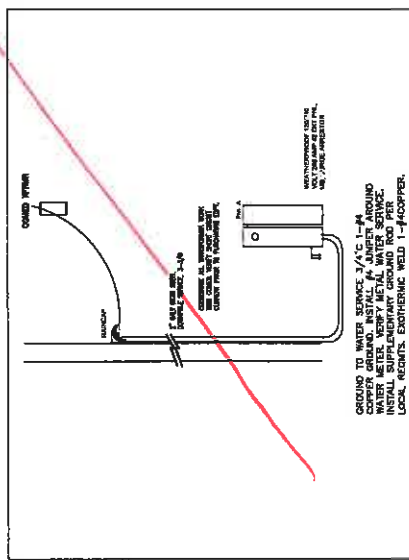
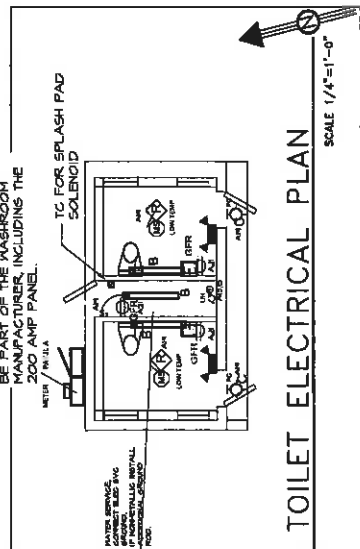
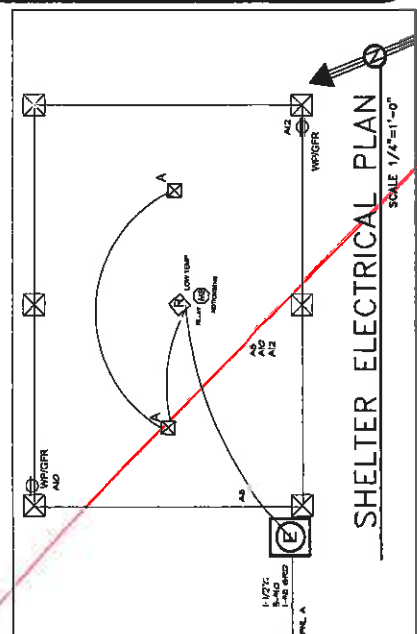
SCALE: 1"=30'  
DATE: February, 2015  
JOB NO: 140704  
SHEET C-2.0











4. The Contractor shall remove and respread any materials that have slumped or accumulated on the downside of the project area at the end of the contract. He shall maintain filter baskets, and clean as required.
5. The Contractor shall maintain all required records dictated by NPDES and the SWPPP.

**B. Basis of Payment**

**1. Silt Fence**

This work shall be paid for at the contract price per Lineal Foot to furnish and install silt fence as specified, which price shall include all fencing, trenching, maintenance, and removal as specified, and all other materials, equipment and labor to do the work.

**2. Filter baskets**

This work shall be paid for as part of the erosion control silt fence and per Section 02700 as specified, which price shall include all filter baskets, maintenance, and removal as specified, and all other materials, equipment and labor to do the work.

**3.02 SAFETY MEASURES**

**A. General**

This item shall consist of protecting the public at large and from construction damage and hazard.

**B. Public Safety Fencing – Chain Link**

1. 6' chain link safety fencing and posts shall be installed as needed during construction and / or as shown on the plans to protect the public at large as needed, and as directed in the field by the Owner. Contractor shall locate existing utilities prior to sinking posts. This item shall also include all safety measures as required in the General Conditions.
2. At all times during the execution of this contract, the Contractor shall keep all safety fencing in a taut, plumb condition to the satisfaction of the Owner.

**C. Tree Protection Fencing**

Plastic safety fencing and posts shall be installed as shown on the plans and details to protect existing trees from construction damage and to protect root systems. All fencing shall be maintained during the project. No vehicles, equipment, or materials shall be stored in any protected zones.

**D. Basis of Payment**

**1. Public Safety Fencing**

This work shall be paid for at the contract price per Lineal Foot to furnish and install 6' high chain link safety fence as specified, which price shall include all fencing, anchors, maintenance, and removal as specified, and all other materials, equipment and labor to do the work.

**2. Tree Protection Fencing**

This work shall be considered incidental to the cost of Public Safety Fencing for the 4' high plastic safety fence as specified, which price shall include all fencing, anchors, maintenance, and removal as specified, and all other materials, equipment and labor to do the work.

**END OF SECTION**

<b>DIVISION 2 - SITE WORK - SPECIAL PROVISIONS</b> <b>SECTION 02200 - SITE EXCAVATION / DEMOLITION</b>
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**PART I - GENERAL****1.01 DESCRIPTION**

This work includes, but is not limited to, furnishing and transporting all materials, equipment, and labor necessary for:

- A. Removal and disposal of existing playground surfacing, and borders as shown. Playground equipment has been removed.
- B. All site earthwork, excavation for improvements, grading, loading, hauling, re-spreading of stockpiled topsoil and clay excavation, compaction, backfill, and preparation of subgrades and structural fills for all work and site improvements as specified herein.
- C. Use of all excavated satisfactory soil and base materials on site as shown and directed by the Owner.
- D. Excavation of subbase for the installation of splash pad, shelter slab, new pathways, parking lot, playground areas, washroom building, fishing outcroppings, and other improvements.
- E. Construct non-structural berms, place and spread topsoil to a minimum depth of 6" and finish grading of all areas disturbed by construction.
- F. Removal and disposal of any other items shown on the plans.
- G. Fine grade all site areas disturbed by construction, including spray pad, playground, shelter, walkways, pond edge, and all other general landscape areas, in preparation for grassing operations.
- H. ALTERNATE: Removal and legally disposal from site of all unsuitable excavated materials.

All in accordance with these special provisions as shown on the plans, and to the satisfaction of the Owner.

**1.02 RELATED WORK IN OTHER SECTIONS**

Work performed under this section is subject to all the provisions of the "Information for Bidders", "Bid Proposal Form", "General Conditions", "General Special Provisions", and any other "Special Provisions" of the contract. All work in this and other contracts shall be coordinated by the respectful contractors.

**PART II - PRODUCTS****2.01 MATERIALS****A. Trench Backfill**

Trench backfill material shall comply with Section 1003 - Trench Backfill of the "Standard Specifications".

**B. Clay Backfill and Fill Materials**

All fill materials shall be clay or granular/clay mixtures (unless otherwise specified) which is free from organic matter and other deleterious substances. It shall contain no rocks or lumps in excess of 3" diameter. No soil shall be excavated, redistributed, or graded while in frozen or muddy condition. Satisfactory soil materials shall be determined by the Owner, and shall be used on the site as shown on the plans and/or as directed by the Owner to the satisfaction of the Owner.

Unsatisfactory soil materials shall be loaded, hauled and disposed of legally off-site, at a cost to be determined with the Owner.

#### C. Topsoil

1. Topsoil shall be defined as a friable, loamy mixture surface soil. It shall not be extremely acid or alkaline nor contain toxic substances harmful to plant growth, and shall be of uniform color and texture.
2. Topsoil shall be free from large roots, sticks, weeds, brush, subsoil, clay lumps, or stones larger than one (1") inch in diameter, or other litter and extraneous matter undesirable to plant growth.
3. Any imported topsoil shall be inspected by the Owner at the origin, or on site with first delivery. Acceptance of topsoil may be determined at any time.

#### D. Aggregate for Base Courses

1. Material shall be crushed limestone or recycled concrete and meet the requirements of Section 351 of the "Standard Specifications" for aggregate base course Type B.
2. Aggregate gradation for bituminous pavement shall be CA-6 Grade 8, Type B.

### 3.01 DEMOLITION

#### A. Site Access

1. Contractor shall limit access to each site to one entry point if possible. **Contractor shall install aggregate stabilization if necessary, cost incidental to contract.**
2. Contractor shall be responsible for taking reasonable care in preventing damage to existing amenities. Any damage shall be repaired at the Contractors expense.

#### B. Site Demolition

1. Contractor shall excavate existing playground areas and edging in their entirety (approx. depth of 12"), load, haul, and legally dispose off-site, or re-use, as shown on the plans. He shall take care not to damage existing structures or vegetation to remain.
2. Any aggregate materials may be reused on site as aggregate base course for pathways and improvements if material is clean and acceptable to the Owner.
3. Perform any other demolition as may be shown on the plans, incidental to the pay item.

#### C. Tree / Shrub Removal

1. Any trees to be removed will be performed by the Village of Willowbrook.
2. Stumps shall be ground to a minimum depth of 12" below grade by the Village of Willowbrook.

#### D. Electric Removals – See Section 016000 for any removals of existing power systems.

#### E. Drinking Fountain –

1. Contractor shall remove and dispose of existing drinking fountain and surrounding pavement. Cap water line in place. Backfill with gravel and 6" topsoil minimum.
2. The Village shall terminate service at the main.

#### F. Basis of Payment

##### 1. Site Demolition

This work shall be paid for at the contract Lump Sum price for all types of demolition on site as shown on the plans, which work may include, but not be limited to excavation of aggregate bases; loading, hauling, legal disposal, and topsoil backfill to final grades. Prices shall include all demolition, excavation, concrete and asphalt saw cutting and removal, loading and hauling, disposal, and all materials, equipment and labor to do the work.

### 3.02 SITE EARTHWORK

#### A. General



1. It shall be the Contractor's responsibility to control excessive dust produced by excavation and earthwork operations. This shall include spraying with water or other approved materials during construction at all times, including weekends, for the duration of the contract.
2. **Proper construction staking and setting of grades shall be the responsibility of the contractor, cost incidental to contract. Electronic plans are available from the landscape architect.**
3. **Grades may be adjusted on-site with approval of the Owner to prevent import / export of good soils.**

B. Topsoil stripping

1. The contractor shall be strip topsoil materials in all work areas to allow a minimum respread depth of 6" from all areas of site improvements and pathways in accordance with Section 202 of the "Standard Specifications", as designated by owner, and as shown on the plans.

C. Excavation on site

1. The contractor shall be responsible for excavation to the final subgrades for all improvements and base courses in accordance with Section 202 of the "Standard Specifications", as designated by owner, and as shown on the plans.
2. Clay excavation, topsoil, and aggregate materials shall be stockpiled (if necessary) on the site at locations designated by the Owner and in accordance with the "Standard Specifications". Fill materials shall be stockpiled in such a sequence so as to eliminate any re-handling or double movements by the contractor. Failure to properly sequence the stockpiling operations shall not constitute a claim for additional compensation. No material shall be stockpiled in front yards, in utility easements, detention basins, tree drip lines, or within right of way lines.
3. **It is the intention of the Village that the site should balance, and notwithstanding removal of unsuitable materials as listed in the bid form, contractor may, with owner approval, adjust grades on site.**

D. Clay Excavation Placement

1. The contractor shall stockpile, and place clay fill and / or topsoil as required to construct berms, sub-bases, or as structural fills adjacent to or around facilities under construction, or as designated by Owner, all in accordance with Section 205 of the "Standard Specifications".
2. The selected fill material shall be placed in level uniform layers so that the compacted thickness is approximately six (6) inches, however, if compaction equipment demonstrates the ability to compact, greater thickness may be allowed. Each layer shall be thoroughly mixed during spreading to insure uniformity.
3. The embankment and non-structural fill for these areas shall be compacted to a minimum of ninety per cent (90%) of the standard proctor density.

E. Topsoil Placement and Spreading

1. Following completion of all specified improvements, the contractor shall respread topsoil to a minimum depth of six (6") inches over backfilled and/or excavated areas and areas adjacent to or around all newly constructed facilities as shown on the plans.
2. Topsoil shall not be respread until the area to be covered has been shaped, trimmed, and finished in by the Contractor accordance with Section 212 of the "Standard Specifications" and to the satisfaction of the Owner.
3. Upon completion of the pathways and other sensitive areas, the contractor shall import topsoil as specified and backfill the edges to eliminate any voids or depressions.

F. Basis of Payment

1. Site Excavation

This work shall be paid for at the contract Lump Sum price for all types of excavation on site as shown on the bid form(s), which work may include, but not be limited to; stripping, stockpiling, use on site to construct subgrades, berms, fill around newly constructed facilities, grading to rough elevations as specified and final shaping and re-spreading of topsoil to final grades. Prices shall include all excavation, stockpiling, placing, compacting and shaping as specified, rototilling, and all materials, equipment and labor to do the work.

2. Imported Topsoil

This work shall be paid for at the contract price per Cubic Yard to furnish and place topsoil as specified, which price shall include all topsoil, hauling, dumping, spreading, construction of non-structural fills, tilling and blending, and all other materials, equipment and labor to do the work.

3. Soils Disposal (ALTERNATE)

This work shall be paid for at the contract price per Lump Sum to load, haul, and dispose of unsuitable soils off-site as specified, which price shall include all excavation, stockpiling, loading, hauling, and disposal, and all other materials, equipment and labor to do the work.

**END OF SECTION**

## **DIVISION 2 - SITE WORK - SPECIAL PROVISIONS**

### **SECTION 02500 - PAVING AND SURFACING**

#### **PART I - GENERAL**

##### **1.01 DESCRIPTION**

This work includes, but is not limited to, furnishing and transporting all materials, equipment, and labor necessary for and to:

- A. Construction of aggregate bases for all new paving, including concrete slabs and walks, playground surface, parking lot, splash pad, shelter, and pathways as shown on the plans and described herein.
- B. Installation of concrete shelter slab and footings.
- C. Construction of concrete barrier curb for playground.
- D. Installation of resilient pour-in-place rubber playground surfacing systems.

All in accordance with these Special Provisions, as shown on the plans and to the satisfaction of the owner.

##### **1.02 RELATED WORK IN OTHER SECTIONS**

Work performed under this section is subject to all the provisions of the "Information for Bidders", "Bid Proposal Form", "General Conditions", "General Special Provisions", and any other "Special Provisions" of the contract. All work in this and other contracts shall be coordinated by the respectful contractors.

#### **PART II - PRODUCTS**

##### **2.01 MATERIALS**

###### **A. Aggregate for Base Courses**

- 1. Material shall be crushed limestone or recycled concrete and meet the requirements of Section 351 of the "Standard Specifications" for aggregate base course Type B.
- 2. Aggregate gradation for bituminous pavement shall be CA-6 Grade 8, Type B.
- 3. Existing aggregate shall be re-used on site if owner deems it acceptable.

###### **B. Concrete**

- 1. All concrete for the slabs, curbs, equipment, materials and footings specified on the plans and herein shall conform to either Section 424 (flatwork), or Section 606 (curbing) of the Standard Specifications and the following:
  - a. Materials shall confirm to Section 1020. Portland cement shall be ASTM C-150 Type 1.
  - b. All concrete aggregates shall be hard, sound, uncoated particles and shall conform to ASTM C-33 and AASHTO M43. Coarse aggregate shall be gravel or crushed rock ranging in size from 1/4" to 1" and evenly graded and mixed. The stone or gravel shall be

free from clay or other foreign substance. Fine aggregates shall be clean, sharp, coarse torpedo sand, free from clay, loam, or any other foreign substance.

- c. Water shall be fresh, clean, potable, and free from injurious amounts of mineral and organic substances.
- 2. The design mix for all concrete curbs and flatwork shall have compression strength of 3500 lbs. psi in 14 days, and shall be a minimum of six (6) bags of cement per cubic yard of concrete with a maximum of six (6) gallons of water to one (1) bag of cement. Concrete for flatwork shall have a minimum slump of two (2) inches and a maximum of four (4) inches.
- 3. Concrete shall have a minimum air entrainment of 5% to 7% and admixture per ASTM C260, and contain an approved water-reducing admixture per ASTM C494.
- 4. All concrete material cost, footings and labor, shall be considered incidental to all applicable items specified herein.
- 5. Provide delivery tickets for all concrete. Do not change sources, brand, or mixtures of concrete during the course of the work. Maintain records of each pour, including time, weather conditions, and removal of forms for each portion of the work.
- 6. QUALITY ASSURANCE: Materials and methods of testing shall comply with the following standards: 1) DuPage County, 2) ASTM, 3) American Concrete Institute.

#### C. Reinforcing Steel

All reinforcing steel shall comply with ASTM A615, grade 60, and Section 1006 of the Standard Specifications.

#### D. Expansion Joints - Preformed:

Material shall be Bituminous Preformed Fiber joint filler or other material in accordance with the Section 1051 of the Standard Specifications and ASTM D1751.

#### E. Reinforcement Fabrics

- 1. The fabric for the subgrade stabilization shall meet the requirements of Article 1080.02 of the "Standard Specifications."
  - a. Woven fabric manufactured for load bearing applications and surface stability such as Mirafi's "500 X" and LINQ Industrial Fabrics' "GTF 200" ground stabilization fabric or "approved equal".
  - b. Nonwoven fabric manufactured for load bearing applications and surface stability such as Mirafi's "180-N" and LINQ Industrial Fabrics' "225EX" ground stabilization fabric or "approved equal".
- 2. The contractor shall submit to the owner product information, property data, and a sample of the geotextile fabric for approval prior to use.

#### F. Hot-mix asphalt Binder Mix

- 1. The Hot-mix asphalt binder course shall meet the requirements of the applicable portions of Section 1030 and 1031 of the "Standard Specifications."
- 2. Recycled products may be used in the Binder course.

#### G. Hot-mix asphalt surface mix

1. The hot-mix asphalt surface mix shall be a Surface Course, Hot-Mix Asphalt, Mixture C, N50, in accordance with the applicable portions of Section 1030 Hot-Mix Asphalt of the "Standard Specifications" with the following exception:
2. The mixture composition shall be according to IL 9.5 mm with the additional requirements shown below:

HOT-MIX ASPHALT MIXTURE REQUIREMENTS			
ITEM	AC Type	Voids	RAP %
Hot-Mix Asphalt Surface Course, Mix C, N50, (IL 9.5 mm)	PG 64-22	4% at 50 GYR	15

H. Bituminous Prime Coat

Material shall be Bituminous Prime coat MC-30 in accordance with the Standard Specifications.

I. Rubberized Play Surface

1. Surfacing shall be a 2 layer, pour-in-place system. Color areas as indicated on the plans.
2. Pre – Approved Acceptable Manufacturers:
  - a. Surface America - phone (800) 999-0555
  - b. SofSurfaces - c/o Parkreation, (800) 677-6608
  - c. Total Surfaces llc (847) 657-0808
  - d. No Fault - 1-(866) -637-7678
  - e. VitriTurf, c/o Imagine Nation, Vibeke Larson, 309.447.6588
  - f. Spectra Flooring – 1-(513)-733-4447
3. Performance specifications
  - a. Shock Attenuation meets 4' to 12' critical fall heights per ASTM F-1292-04
  - b. Gmax: Less than 200.
  - c. Head Injury Criteria: Less than 1000.
  - d. Flammability (ASTM D2859): Pass.
  - e. Tensile Strength (ASTM D412): 60 psi (413 kPa).
  - f. Tear Resistance (ASTM D624): 140%.
  - g. Water Permeability: 0.4 gal/yd2/second.
  - h. Accessibility: Conform to requirements of the Americans with Disabilities Act and ASTM F-1951-99 Determination of Playground Surface Accessibility

- i. **Warranty Period: 100% for 5 years from date of completion of work, including impact attenuation, color retention, separation, and cracking. 6-10 years:- Pro-rated warranties are acceptable.**
  - j. Made from post-consumer & pre- and post-industrial recycled materials
  - k. **All suppliers shall submit third party certification of fall testing and materials prior to beginning construction.**
- 4. Poured In-Place Primer - Material: Polyurethane.
- 5. Poured-in-Place Base course - Material: Blend of 100% recycled SBR (styrene butadiene rubber) and polyurethane; or clean rubber chunk material approved for use.
  - a. Thickness: shall vary according to fall height requirements – manufacturer shall provide thickness recommendation and layout assistance.
  - b. Formulation Components: Blend of strand and granular material.
- 6. Poured-In-Place Top Surface: Material: Blend of recycled EPDM (ethylene propylene diene monomer) and **Aromatic** urethane; or TPV granules and **Aromatic** urethane.
  - a. Thickness: Nominal 1/2" (12.7 mm).
  - b. Color: As shown on the plans
    - 1) Dry Static Coefficient of Friction (ASTM D2047): 1.0.
    - 2) Wet Static Coefficient of Friction (ASTM D2047): 0.9.
    - 3) Dry Skid Resistance (ASTM E303): 89.
    - 4) Wet Skid Resistance (ASTM E303): 57.
  - c. **ALIPHATIC** Urethane, when required for bright colors, shall be called out on the plans.
- 7. Insurance Requirements - All bidders and manufacturers must carry minimum insurance of:
  - a. \$1,000,000 General Liability Per Occurrence
  - b. \$2,000,000 General Aggregate
  - c. \$2,000,000 Products Completed Operations
  - d. \$5,000,000 Excess Liability

## **PART III - EXECUTION**

### **3.01 AGGREGATE BASE COURSES**

- A. All underground utilities shall be completed prior to installing base courses.
- B. Aggregate Base Courses
  - 1. All shaping and grading of aggregate bases shall be done in accordance with Section 351 of the "Standard Specifications".
  - 2. After owner approval of excavation and compacted subbase ( see Section 02200), the contractor shall construct the specified aggregate bases to the lines and dimensions as shown on the plans.

Unless otherwise shown, the aggregate base shall be placed and compacted to a minimum depth of 4" for concrete slabs and 9" for new asphalt as shown on the plans and to the satisfaction of the owner.

3. Full depth aggregate bases for asphalt shall extend a minimum of 6" past the edge of the asphalt.
4. The Contractor shall provide one (1) compaction test on the subgrades prior to placing the base course. Contact the Owner for observation.
5. All base courses shall be compacted to not less than ninety five percent (95%) of the standard proctor density, and proof rolled with a loaded six wheel dump truck in the presence of the Owner.
6. Water shall be added as required by the contractor to obtain the specified compaction and a tight compact surface. Any addition of water for compaction shall be considered incidental to the cost of the aggregate base course.
7. Contractor shall provide owner with load tickets for required stone specifying weight in tons, truck number, and type of aggregate delivered.
8. After completion of all aggregate bases, the contractor shall clean stone base of any excavation, fill, or other debris.

**C. Basis of Payment**

Construction of Aggregate Base Courses for Bitum. conc. pavements, and concrete flat work

Furnishing aggregate, grading, trimming, shaping and preparation of proposed base courses for asphalt and concrete surfacing will be paid as part of the price for pavements as shown on the bid form for asphalt, aggregate path, and concrete flatwork construction. The price shall include all stone, grading, compacting, water and compacting stone, reinforcement fabric, and all other labor, materials and equipment necessary to complete the work.

**3.02 PAVING OF THE PARKING LOT**

- A. Prior to the application of hot mix asphalt courses, the Owner shall approve the prepared aggregate bases as specified.

**B. General:**

1. Maximum thickness of asphalt is 2" per lift. The pathways may be paved in one lift, if the contractor demonstrates the ability to control, place, and compact the mix in accordance with the Standard Specifications and with the approval of the owner.
2. Repair all settled trenches, spalled bituminous, tire marks, or other defective binder before placement of surface course.

**C. Hot Mix asphalt surface course**

1. The Hot Mix surface course shall be constructed upon the base courses and in accordance with Section 406 of the "Standard Specifications" to the dimensions and compacted thickness as indicated on the plans.
2. The Owner shall approve the type of paving machine to be used and the method of paving. Contractor shall install the finish surface to the grades and thickness as shown on the plans, and

compact to not less than ninety-three (93%) per cent of the maximum possible density of a voidless mixture composed of the same materials in like proportions.

The contractor must use a self-propelled, or Layton box-type paving machine for all pavement widths above 5 feet. Simple non-vibratory pan-type, and / or hand paving shall not be permitted.

3. The finish parking lot or pathway shall not vary more than 1/4 inch along a ten-foot straightedge from required line and grade when measured in any direction.
4. Tamp all edges of pathways at 45 degrees.

#### D. Basis of Payment

##### 1. Bituminous Concrete Paving

This work will be paid for at the contract Unit Price per Square Yard in-place for bituminous concrete paving, which price shall include all aggregate base work as specified above, and Hot Mix surface Courses of the compacted thickness, type, class and locations as shown, and all other materials, labor and equipment necessary to complete the work.

### 3.03 CONSTRUCTION OF CONCRETE FLATWORK AND CURBING

A. Prior to beginning installation, the subgrade, and aggregate bases shall be excavated and constructed in accordance herein to the limits and depth as shown on the plans.

1. All soft and yielding spots or other unsuitable materials shall be removed and replaced with suitable material, and the subgrade shall be compacted and finished to a firm, smooth surface.
2. All slabs and footings shall rest on firm earth capable of supporting 2000 p.s.f.

#### B. Forms, Mixing and Placing Concrete

All procedures shall comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing of Concrete", Section 420 of the Standard Specifications, and as specified herein.

1. Notify the owner a minimum of 24 hours prior to the installation of concrete.
2. Upon request, the contractor shall provide test cylinders for testing of redi-mix concrete.
3. Contractor shall review procedures for pouring flatwork with the Owner prior to commencing work.
4. The use of forms, mixing and placing concrete shall be done in accordance with the "Standard Specifications". Grade and alignment tolerances shall be 1/8" for the top of form, and 1/4" for the vertical face.
5. If wood forms are utilized for the concrete flatwork, minimum size of lumber should be 2" x 6" nominal. Thinner materials are allowed for curves when used with additional bracing.
6. All flatwork shall have 6x6 wire mesh incorporated into the pour.
7. For the Shelter, provide positive drainage from center of shelter slab outwards at 1.0% minimum.
8. Concrete for the Splash Pad is incorporated in Section 13150.
9. ALTERNATE: Adjust and adjust existing aggregate base and pour new concrete walks as shown on the plans, connecting the new playground areas and shelters to the existing parking lot.

#### C. Joints



## 1. Sidewalks / Slabs

- a. Troweled joints shall be provided every five (5') feet, or as shown on the plans in accordance with the Standard Specifications. All joints shall be based on spacing equal to the slab width, and not greater than 10'-0" on center. All jointing shall be planned with the owner prior to the pour. Depth shall be a minimum of one-fifth (1/5) the slab thickness.

Joints shall be laid out to intercept all interior protrusions.

- b. Preformed full depth isolation joints shall be provided every forty (40') feet in accordance with the Standard Specifications.
  - c. Install joint material at all footings, posts, or other adjacent or interior protrusions through the slab. Install joint material between curbs and concrete sidewalks. Provide joint fillers in single lengths whenever possible. Fasten joint strips together at all multiple sections.
  - d. Place a  $\frac{3}{4}$ " radius on all exposed edges on flatwork and walks as shown.
- ## 2. Curbing (Playground)

- a. Install playground retaining curbs as shown on the plans, with 2 - # 3 continuous rebar throughout. Trowel radius edges as shown.
- b. Isolation joints shall be placed at a maximum of every 60', and at all PC's and PT's of curves. Cut rebar and insert smooth dowels and caps at each joint.
- c. Construction joints shall be saw cut every 15' OC, and filled with sealant in accordance with the Standard Specifications.
- d. Place  $\frac{3}{4}$ " radius on all exposed edges.

## D. Finishing and Curing

1. Finishing shall be done in accordance with Section 424 and curing as specified in Section 1022 of the "Standard Specifications".
2. Standard Walks and Shelter Slabs  
Concrete shall have a light broom finish.

## E. Basis of Payment

### 1. Concrete Flatwork

Concrete sidewalks and flatwork will be paid for at the contract Square Foot Price per for concrete flatwork of the type and thickness as specified and measured in place. This price shall include all base preparation, aggregate base course as specified above, forms, reinforcement steel, concrete and concrete additives, joint material, and all materials, labor and equipment necessary to complete the work.

## 3.04 INSTALLATION OF PLAYGROUND RESILIENT RUBBER

### A. Required Prior Work

Prior to commencing installation of playground resilient surfacing, all required concrete and retaining curbs, drainage, and play equipment installation shall be completed and approved by the Owner.

Minor corrections to the surface and addition / grading of stone by the rubber contractor shall be considered incidental to the cost of the contract.

## B. Resilient Rubber Safety Surface

### 1. General

- a. Prior to beginning installation, the subgrade, and aggregate bases shall be excavated and constructed in accordance herein to the limits and depth as shown on the plans. All soft and yielding spots or other unsuitable materials shall be removed and replaced with suitable material, and the subgrade shall be compacted and finished to a firm, smooth surface.
- b. The base shall have the specified minimum slope and shall vary no more than 1/8" when measured in any direction with a 10' straight edge. A compacted stone base will not require cure time but will be subject to slope and tolerance specifications.

### 2. Scheduling

The rubber playground system shall be installed after the playground equipment is completed, the perimeter curb is installed, and after the subsurface aggregate is prepared and ready to receive surface. The temperature should be 40 degrees and rising during installation of the rubber surface, unless the materials used demonstrate a wider temperature range.

3. Cleaning: The entire subsurface shall be clean, dry and free from any foreign and loose material.

### 4. MIXES

#### a. Required mix proportions by weight:

- i. **Base mat:** 16+% urethane (as ratio: 14% urethane divided by 86% rubber). 14% urethane, 86% rubber (based on entire rubber & urethane mix).
- ii. **Top Surface:** 22% urethane (ratio: 18% urethane divided by 82% rubber). 18% urethane, 82% rubber (based on entire rubber & urethane mix).
- iii. **Base mat:** 14% polyurethane, 86% rubber.
- iv. **Top Surface:** 18% polyurethane, 82% rubber.
- v. Other formulations are allowed that will produce the required life expectancy and fall height criteria.

#### b. Thickness

Base mat thickness shall be as shown on the plans.

**The Contractor shall submit his construction plan for the rubber surface prior to commencing work.**

**The Contractor must verify that all playground equipment is installed according to ASTM and USCPSS standards before pouring rubber. If it is discovered that the equipment does not conform to the above mentioned standards after the rubber is poured the Contractor will be required to make all necessary corrections at no additional cost to the owner.**

**Typical thickness:** (max. fall height 4' = 1 1/4" thickness; 5' = 1 1/2" thickness, 6' = 2" thickness; 7' = 2 1/2" thickness, 8' = 3" thickness; 9' = 3 1/2" thickness; or 10' = 4" thickness. Actual thicknesses shall be determined on site, and by surface manufacturer.

c. Impact/Wear Course

The impact course (thickness as specified by owner or architect) must be composed of recycled rubber and be free of foreign matter. The impact course will be poured in place by means of screeding and hand-troweled to maintain a seamless application. All rubber in the impact course will be of a select quality and consistent blend of recycled rubber sizings to achieve maximum porosity and minimum residue. If graphic designs and color transitions are used, they shall be full wear course depth. Color(s) to be determined by architect.

Minimum thickness of the wear course shall be one-half (1/2) inch. Under slides, swings, or other high use areas as may be shown on the plans, the wear course thickness shall be increased to a maximum of five eighths (5/8") inch.

d. Special Designs or Colors

If a special design or pattern of differing colors is specified, the Contractor shall include these requirements in his contract cost. No extras will be allowed.

**Surface colors are indicated on the drawings.**

e. Edges

Surface edges shall be flush with edge of adjacent area or tapered to provide safe transition. Surface shall be sloped to drain as indicated on plans.

5. Base mat Installation

- a. Using screeds and hand trowels, install the base mat at a consistent density per the manufacturers requirements, and to the required depth.
- b. Polyurethane binder and base mat particles will be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufacturer's recommendations.
- c. Allow base mat to cure for sufficient time so that indentations are not left in the base mat from applicator foot traffic or equipment.
- d. Do not allow and protect against foot traffic or use of the base mat surface until it is sufficiently cured, cost incidental to the contract.

6. Primer Application: Using a brush or short nap roller, apply primer to the base mat perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft<sup>2</sup>/gal (7.5 m<sup>2</sup>/L).

1. Top Surface Installation:

- a. Polyurethane binder and wear course particles will be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufacturer's recommendations.
- b. Using a hand trowel, install top surface at a consistent density per the manufacturer's requirements, and to the required depth.

IF AT ANYTIME DURING THE FIRST FIVE YEARS THE SURFACE IS FOUND TO HAVE BEEN INSTALLED AT LESS THAN 1/2 INCH, THE CONTRACTOR SHALL BE REQUIRED TO REPAIR THAT SURFACE AT HIS COST, INCLUDING LABOR AND MATERIALS.

- c. UNDER SLIDES, SWINGS, OR OTHER HIGH USE AREAS AS MAY BE SHOWN ON THE PLANS, THE WEAR COURSE THICKNESS SHALL BE INCREASED TO FIVE-EIGHTHS (5/8") INCH MINIMUM.

- d. Allow top surface to cure for a minimum of 48 hours. Do not allow and protect against foot traffic or use of the surface until it is sufficiently cured, cost incidental to the contract.
- e. At the end of the minimum curing period, verify that the top surface is sufficiently dry and firm to allow foot traffic and use without damage to the surface.
- f. All necessary quantities for rubber shall be estimated by the contractor and included in his bid.

2. Provide all Warranty materials for project close out.

**D. Basis of Payment**

**1. Rubber Play Surfacing – Full Depth**

The rubber play surfacing will be paid for at the contract price SQUARE FOOT, for playground rubber surfacing of the thickness as specified, which price shall include all preparation, aggregate base, delivery, rubber and binder, glues, mixing, placement and finishing as specified, including all materials, attenuation testing, equipment, and labor to complete the work.

**3.05 INSTALLATION OF NEW AGGREGATE PATHWAYS & REPAIR OF OLD PATHWAYS**

**A. Required Prior Work**

Prior to commencing installation of new, and repair of existing pathways, all site work and improvements shall be completed so as to cause no damage to the completed path system.

**B. Addition of new path areas**

1. Excavate the areas for new paths near the outcroppings as required for the full depth of the trail. Use all excavation on site as shown.
2. Place Base course and surface aggregate as shown and compact.

**C. Restoration of existing pathway areas**

1. The contractor shall clean all paths from debris and mud.
2. Install a layer of limestone screenings to bring the path back to original grade, flush to all improvements, and to provide a smooth walking surface.
3. Compact, and replenish if necessary.

**D. Basis of Payment**

**Aggregate Paths**

The rubber play surfacing will be paid for at the contract price SQUARE FOOT, for playground rubber surfacing of the thickness as specified, which price shall include all preparation, aggregate base, delivery, rubber and binder, glues, mixing, placement and finishing as specified, including all materials, attenuation testing, equipment, and labor to complete the work.

**END OF SECTION**

## **DIVISION 2 - SITE WORK - SPECIAL PROVISIONS**

### **SECTION 02700 – SITE UTILITIES**

#### **PART I - GENERAL**

##### **1.01 DESCRIPTION**

This work includes, but is not limited to, furnishing and transporting all materials, equipment and labor necessary for:

- A. Installation of 6" PVC sanitary service and inspection manhole for washrooms.
- B. Installation of storm sewer.
- C. Installation of concrete catch basin for storm sewer.
- D. Installation of 4" corrugated HDPE playground under drain systems.
- E. Installation of 2" copper water service to new washroom facility, including a 2" Reduced Pressure anti-backflow device and 2" Village approved water meter in the building
- F. Installation of Splash Pad spray equipment and service piping shall be per Section 13150.

All in accordance with these Special Provisions as shown on the plans, and to the satisfaction of the owner.

##### **1.02. RELATED WORK IN OTHER SECTIONS**

Work performed under this section is subject to all the provisions of the "Information for Bidders", "Bid Proposal Form", "General Conditions", "General Special Provisions", and any other "Special Provisions" of the contract. All work in this and other contracts shall be coordinated by the respectful contractors.

#### **PART II - PRODUCTS**

##### **2.01 MATERIALS**

###### **A. General**

The Contractor shall furnish the Owner with Certificates of compliance with the specifications for all materials used in the construction of these improvements. In the case of pipe, the certificate shall include test results and sketches showing compliance with the applicable ASTM Specifications.

###### **B. Drainage, Storm Sewer Pipe and Fittings**

- 1. All pipe and fittings for storm sewer and perforated subsurface drains shall be PVC (poly vinyl chloride) pipe and shall conform to the requirements of ASTM D 3034 except that the pipe shall be made of PVC plastic having a cell classification of 12454-B and the minimum pipe stiffness at 5 percent deflection shall be 50 psi. All pipe shall meet the requirements of Section 1040 of the Standard Specifications.
- 2. All PVC drainage pipe and fittings shall be Freedom Plastics, Inc., Type SDR 35 or approved equal.
- 3. The underdrain pipe for playground applications shall be a 4" dia. SOLID pipe per Section 1080 of the Standard Specifications with drainage sock.

###### **C. Lids, Frames and Grates:**

- 1. Frames and grates shall be ductile iron unless otherwise noted on the plans.
- 2. Frames and grates shall be as shown on the plan. Water and Sanitary Lids shall be labeled in accordance with Village and Sanitary District specifications.

###### **D. Catch basins**

- 1. All concrete catch basins shall be precast, concrete catch basins Type A or C as shown on plans.

2. The PVC Drain Basins, if used, shall be NDS 12" square catch basins # 1200G, with risers as needed, complete with all necessary fittings to complete connections to underdrains and storm sewer, or approved equal.

E. Granular Bedding

First class granular bedding materials for storm sewer shall be crushed stone or gravel (CA 11 through CA 16), as described in Section 1003 of the "Standard Specifications".

F. Trench Backfill

Trench backfill material shall comply with Section 1003 - Trench Backfill, and be the gradation as may be shown on the plans.

G. Filter Fabric

1. The filter fabric for drainage use and separation of materials shall be a non-woven fabric manufactured for drainage applications such as Mirafi's "140N", Amoco's "Propex 4545" or Phillips 66's "Supac 4NP" drainage fabric or "approved equal".
2. The contractor shall submit product information, property data, and a sample of the filter fabric to the owner for approval prior to use.

H. Spray Equipment – See Section 13150.

I. Water Service

1. The material shall be copper water tube, Type K, soft temper, conforming to ASTM 8-88 and 8251. The pipe shall be marked with the manufacturer's name or trademarks indicative of the type of pipe. The outside diameter of the pipe shall conform to ASTM 8251 Table 2. Fittings for service pipe shall be copper and of the compression type. Verify all requirements with Village of Willowbrook.
2. The Village will waive tap on fees. The Contractor is responsible to obtain and pay for the water meter and backflow preventer. All inspections / callbacks shall be the responsibility of the Contractor.

J. Sanitary Sewer

1. All sewer connections and construction shall meet the requirements of the Metropolitan Water Reclamation District. The Contractor shall be required to obtain permits and inspections as required. Permit fees will be paid by the Park District, however, all inspection fees shall be paid for by the Contractor.
2. All PVC sanitary sewer pipe and fittings shall be Freedom Plastics, Inc., Type SDR 26 or approved equal.

## **PART III EXECUTION**

### **3.01 CONSTRUCTION OF STORM SEWER, SUBDRAINS, AND PLAYGROUND DRAINS**

A. General

1. This work shall consist of construction storm sewers, catch basins, and inlets in accordance with Sections 550, and 602 of the "Standard Specifications" and as shown on the plans. In case of conflict with any part or parts of the "Standard Specifications", these special provisions shall govern.

B. Connection to Existing Structures or Storm Sewer Pipe

1. Where shown on the plans, this item shall include all labor, equipment and materials necessary to break out the walls of existing drainage structures or pipe to accommodate the proposed storm sewer pipe, underdrain pipe or structure. Sealing of the walls around the proposed pipe or structure shall be in accordance with the "Standard Specifications" and shall be considered incidental to this item.
2. The connecting of proposed storm sewer pipe, underdrain pipe and/or structures to existing structures shall be considered incidental to the contract.

### C. Trench Materials

1. All excess trench material will be used on site in locations as staked and approved by the owner.
2. The underground contractor shall be responsible to maintain the site in a workable condition and stockpile excess material over trenches to facilitate easy movement.
3. Placement, leveling and grading all excess trench material shall be considered incidental to the contract.

### D. Bedding

Excavation for and the placement of a well compacted first class bedding as specified and as shown on the plans shall be constructed prior to the placement of all storm sewers, underdrain pipe and drainage structures and shall be considered incidental to the pay item and contract.

### E. Installation of Storm Sewer Pipe and Subsurface Drainage Systems

1. Construction of the storm sewer and subsurface drainage system with PVC drainpipe shall be done as shown on the plans and details. Trenches shall be excavated to the dimensions and grade as required by the plans with a minimum four (4") inch layer of bedding material compacted in the bottom of the trench, or as otherwise shown.
2. Care shall be taken to prevent dips or humps in all flexible drainage lines that will impede the flow of water. Provide positive drainage towards outlets.
3. PVC pipe, perforated pipe, cleanouts and fittings shall be of the type and diameter specified. Perforated pipe shall be placed with the perforations down.
4. All PVC perforated drainpipe ends not connecting to other PVC pipe shall be capped, or attached to cleanouts as shown on the plans.

### F. Inlets, Catch basins, and/or Manholes (Drainage Structures)

1. Manhole, inlet and/or manholes, frames and lids as specified shall be set to the grades as shown on the plans. **A minimum of 1 adjustment ring (2" each) shall be provided for each catch basin or inlet.** Adjustment to meet the grade shall be made by means of concrete adjustment rings, not less than two inches (2") or more than nine inches (9") between the top of the corbel and/or drainage structure and the underside of the cast iron frame.
2. Inlets and/or manholes constructed in detention basins or other landscape areas shall be so installed and protected that no sand or debris is washed into the storm sewers. Contractor shall refer to the Soil Conservation Service Specifications (NPDES II) and the Soil and Water Pollution Prevention Plan.
3. **Contractor shall install structure protection measures (baskets) during construction of and upon completion of all structures, and until final acceptance. Contractor shall augment silt fencing with straw bales and / or ditch checks if necessary.**
4. Install playground drain basins to serve as connection points for playground drains, and to drain to inlet. Adjust and add risers as necessary in accordance with manufacturer instructions. Cover drain grates with 1 layer of drainage fabric and secure with tape. Grate shall be flush to the aggregate base of the rubber base layer.

### G. Backfilling

1. After the underground systems have been completed and approved by the owner, the contractor shall backfill the excavations promptly as specified below. Backfill placed occurring prior to inspection by the owner / municipality may be required to be removed prior to continuing with the work, at the contractor's expense.
  - a) All trenches and excavations crossing, under, or within four (4') feet of existing or proposed roads, parking lots, driveways, sidewalks, curb, gutter, curb and gutter, game court surfaces and all other hard surface or pavement areas shall be backfilled with trench backfill material as specified herein, and compacted by either method 2 or 3 as described in Article 550.07 of the "Standard

Specifications". These areas shall be backfilled and compacted to existing and/or proposed finished subgrade.

- b) It shall be the contractor's responsibility to determine the amount of trench backfill necessary for construction and pro-rate it on a lineal foot basis.
  - c) Trench widths shall be in accordance with the "Standard Specifications", and as shown on the plans. All trenches that do not require trench backfill shall be backfilled with excavated material and jetted. All backfilling shall be incidental to the contract.
2. Any settlement and/or damage to surfaces due to improper backfilling, compaction, and jetting shall be required by the contractor at his own expense to the satisfaction of the owner.

#### H. Basis of Payment - Drainage

##### 1. Catch basin and 8" Storm Sewer

This work will be paid for at the contract Lump Sum for storm sewer of the type and diameter specified and the catch basin as specified in the "Standard Specifications", which price shall include all labor, excavation, excavation used on site, bedding, trench backfill, materials and equipment necessary to complete the work.

##### 2. Playground drain basin and playground sub-surface drainage

This work will be paid for at the contract Lump Sum for drain basin and subsurface drains of the type and diameter specified of the size and material specified, which shall include all excavation, excavation used on site, trench backfill, filter fabric, pipe and all miscellaneous fittings, materials and equipment necessary to complete the work

### 3.02 CONSTRUCTION OF WATER SERVICE LINE

#### A. General

This work shall consist of the installation of the water distribution line from the city water line. This work shall include the installation of a 2" meter, and 2" RPZ backflow preventer. This service will run to the new washroom building.

All work shall in accordance with the specifications of the Village of Willowbrook, Illinois Plumbing Code, and the Standard Specifications.

All work shall be backfilled per the 'Standard Specifications'.

#### B. New Water Service

- 1. The service line from the main to the new building box shall be 2" copper. Install a 2" RPZ at the beginning of the service side tee in the building.
- 2. The road shall be augured – no direct cutting will be allowed.
- 3. Include sill cocks for attaching air blow down equipment.
- 4. All service lines within four (4') four feet of paved areas shall be trench backfilled with materials meeting the specifications of Section 208.
- 5. Paint any exposed copper Black for vandalism and theft prevention.

#### E. Basis of Payment

##### 2" PVC Site Water Distribution and RPZ / Meter installation

The cost of this work, including the furnishing and installation of the service line, shutoff and drain valves, valve box, spray equipment, catch basin frame and grate, fittings and backfilling; and installation of



supplied RPZ, shall be paid for at the contract unit price LUMP SUM, including all other labor, equipment, and materials required to perform the work.

### **3.03 CONSTRUCTION OF SANITARY SEWER**

#### **A. General**

This work shall consist of the installation of new 6" PVC Sanitary Sewer to the new washroom facility. This work shall be in accordance with the specifications of the Village of Willowbrook, DuPage County Sanitary District – Knollwood (630) 407-6800 and the Standard Specifications.

#### **B. Washroom Service**

1. The contractor shall install the new sanitary service from the existing manhole to the new washrooms. Install new inspection manhole as shown on the plans. Connection to existing sanitary manhole and all work shall be in accordance with the DuPage County Sanitary District regulations..
2. Backfill sanitary sewer as shown on the plans and as specified.

#### **D. Basis of Payment**

##### **1. Sanitary Sewer**

The cost of this work, including the furnishing and installation of the manhole, sanitary pipe, breaking out existing structures, and fittings and backfilling shall be paid for at the contract unit price per Lump Sum for Sanitary Service of the diameter, length, and alignment as indicated on the plans, including all pipe, boring breaking into existing manhole, inspection manhole, and all other labor, equipment, and material required to perform the work.

**END OF SECTION**

## **DIVISION 2 - SITE WORK - SPECIAL PROVISIONS**

### **SECTIONS 02800 – SITE IMPROVEMENTS**

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION**

This work includes, but is not limited to, transporting all materials, labor and equipment necessary for:

- A. ALTERNATE: Install playground equipment as specified
- B. Furnish and install benches, trash cans, grills, bike rack and picnic tables.
- C. Installation of segmental concrete retaining wall for ramp access as shown.

All in accordance with these Special Provisions, as shown on the plans, and to the satisfaction of the Owner.

##### **1.02. RELATED WORK IN OTHER SECTIONS**

Work performed under this section is subject to all the provisions of the "Information for Bidders", "Bid Proposal Form", "General Conditions", "General Special Provisions", and any other "Special Provisions" of the contract. All work in this and other contracts shall be coordinated by the respectful contractors.

#### **PART II - PRODUCTS**

##### **2.01 - MATERIALS**

###### **A. Concrete**

1. All concrete for the slabs, curbs, equipment, materials and footings specified on the plans and herein shall conform to either Section 1020 (flatwork), or Section 606 (curbing) of the Standard Specifications and the following:
  1. Portland cement shall be ASTM C-150 Type 1.
  2. All concrete aggregates shall be hard, sound, uncoated particles and shall conform to ASTM C-33 and AASHTO M43. Coarse aggregate shall be gravel or crushed rock ranging in size from 1/4" to 1" and evenly graded and mixed. The stone or gravel shall be free from clay or other foreign substance. Fine aggregates shall be clean, sharp, coarse torpedo sand, free from clay, loam, or any other foreign substance.
  3. Water shall be fresh, clean, potable, and free from injurious amounts of mineral and organic substances.
2. The design mix for all foundation concrete shall have compression strength of 3000 lbs. psi in 14 days, and shall be a minimum of five (5) bags of cement per cubic yard of concrete with a maximum of six (6) gallons of water to one (1) bag of cement. Concrete for flatwork shall be 6 bag mix, with a min. slump of 2" and maximum slump of 4".
3. Concrete shall have a minimum air entrainment of 5% to 7% and admixture per ASTM C260, and contain an approved water-reducing admixture per ASTM C494.
4. All concrete material cost, footings and labor, shall be considered incidental to all applicable items specified herein.

5. Provide delivery tickets for all concrete. Do not change sources, brand, or mixtures of concrete during the course of the work. Maintain records of each pour, including time, weather conditions, and removal of forms for each portion of the work.
6. **QUALITY ASSURANCE:** Materials and methods of testing shall comply with the following standards: 1) DuPage County, 2) ASTM, 3) American Concrete Institute.

**B. Benches**

1. The park benches shall be 6' long, Park Series Contour Seat, surface mounted with arms; recycled plastic and aluminum castings by Belson Outdoor Products, 111 North River Road, North Aurora, IL 60542, phone (800) 323-5664; or approved equal.
2. Color shall be black frame with cedar slats.
3. Benches are surface mounted on slabs – see plans for specific locations.

**C. Reinforcing Steel**

All reinforcing steel shall comply with ASTM A615, grade 60, and Section 1006 of the Standard Specifications.

**D. Playground Equipment and warranties**

1. General - Manufacturers of playground equipment shall certify in writing that their equipment complies with the latest edition of the Handbook for Public Playground Safety, 1997 as published by the U.S. Consumer Product Safety Commission, Washington D.C. 20207, and the 2001 ASTM Public Playground Standards. Certification shall be made in writing on the manufacturer's letterhead and should be submitted along with the bids.
2. The Manufacturer shall also submit a certificate of insurance which shall include \$2,000,000 minimum of product liability insurance to cover their products. Certificate of insurance shall be submitted to the Owner and Landscape Architect within ten working days of the date and time set for the bid opening.
3. Equipment Warranty: All equipment must be guaranteed against structural failure for a minimum period of 15 years.
4. The Manufacturer's representative shall be required to visit the site upon completed installation of their equipment, and inspect for conformance to manufacturer's installation instructions. Representative shall state said conformance to the Owner and Landscape Architect in form or letter.
5. In the specifications that follow, all product names, model numbers, manufacturers, etc. are to be followed by "or equal" as if written after each. Complete specifications for all equipment are attached to the end of this section.
6. Colors shall be selected by the owner.

**E. Playground Installer**

The playground installer (contractor or sub-contractor) shall be an NPCAI Certified Playground Installer, or be inspected and approved in writing by a National Playground Safety Institute Certified Playground Safety Inspector.

**F. Play Area**

The playground is a custom design as shown on the plans **as** manufactured by:

**Gametime Playground Equipment - Cunningham Recreation, Box 240981, Charlotte, NC 28224**

**Phone 800-438-2780**

1. Nautical Themed Custom Playground
2. Arch Swing, 2 belts; 1 tot enclosed bucket, 1 therapeutic seat
3. Play Pod equipment s as shown

All colors of the equipment shall be selected by the Owner.

**The Playground will be purchased by the Owner, including delivery and installation.**

**ALTERNATE:** The Contractor will take delivery, store, and handle the playground equipment for the duration of the project. He shall then install the equipment according to Manufacturer guidelines and instructions.

#### **G. Low Retaining Walls**

The sitting walls and playground retaining walls shall be constructed from 'Olde Quarry' segmental concrete units and caps as manufactured by Unilock, Aurora, IL., or approved equal. Phone 630-892-9191. Concrete adhesive shall be as recommended for vertical wall applications. Color shall be the 'Sierra' blend.

#### **H. Trash Cans**

1. Trash cans will be Model H55C with Dome Lid Model 1855, 23"Dia. x 36"H by Belson Outdoor Products, 111 North River Road, North Aurora, IL 60542, phone (800) 323-5664; or approved equal for installation on concrete pads in locations to be selected by the Owner.
2. Color shall be black frame with cedar slats.

#### **I. Bike Rack**

The Bike rack will be the Genesis GNS-6-MS Surface Mount with GROUT COVERS (GC-238) by MADRAX, c/o Belson Outdoor Products, 111 North River Road, North Aurora, IL 60542, phone (800) 323-5664; or approved equal. Color shall be Forest Green.

#### **J. Grills**

1. The Grills will be the CHAR-WOOD Flip Back Campstove (CC-1200-HC) by Belson Outdoor Products, 111 North River Road, North Aurora, IL 60542, phone (800) 323-5664; or approved equal.
2. Include Utility Shelf (US-100) in each grill.

#### **K. Picnic Tables**

The Picnic tables shall be steel welded frames with recycled wood planks by Belson Outdoor Products, 111 North River Road, North Aurora, IL 60542, phone (800) 323-5664; or approved equal.

1. One (1) table shall be accessible model # PMB-HPCE, frame color black with cedar slats/
2. Three (3) tables shall be model # PMB-HPCE, frame color black with cedar slats/

## **PART III EXECUTION**

### **3.01 INSTALLATION OF MANUFACTURED PLAYGROUND EQUIPMENT AND AMENITIES**

A. General: The general contractor shall prepare the playground areas for equipment installation. This work shall include grading, curbs, (leave access for others) borders, drainage, and any other necessary preliminary work. This work is shall be paid for in the respective work sections.

B. Playground Equipment **ALTERNATE**

The playground equipment shall be installed true, level, and plumb in the field in accordance with manufacturer's instructions, as directed by the owner, and according to ASTM / CPSC guidelines. Submittal of shop drawings (by either Contractor or Manufacturer) is required before proceeding with any installation. Contractor shall be responsible for all concrete, excavation and removal, assembly, and custom fabrication required.

1. All equipment shall be installed to the approval of the landscape architect and manufacturer's representatives.
2. Install equipment allowing for proper safety distances from existing swings and new curbs. Adjust equipment placement and / or curbs in field accordingly.
3. It is the responsibility of the Contractor to verify ASTM / CPSC spacing and fall zone requirements. Any equipment installed in violation of ASTM / CPSC spacing and fall zone requirements shall be removed and reinstalled at the contractor's expense.
4. See plans and manufacturers instructions for any special notes regarding individual pieces of equipment.
5. Contractor shall supply to the Owner a letter of verified inspection showing the installation meets ASTM / CPSC requirements and manufacturer requirements.

C. Basis of Payment

The playground equipment will be paid for at the contract price per **LUMP SUM** for the equipment as specified, which price shall furnish and purchase, delivery and handling, excavation, footings, assembly, and all other materials required to construct and install the equipment as specified in accordance with manufacturers specifications and ASTM, and all other labor, materials, and equipment necessary to complete the work.

### **3.02 INSTALLATION OF BIKE RACK, BENCHES, PICNIC TABLES, GRILLS & TRASH CANS**

A. Park Benches

The 6' long park benches as specified shall be assembled and installed on the concrete slabs at the location shown on the plans and details, and as specified in the manufacturer's instructions. Bolt down with stainless steel expansion bolts with acorn cap heads. Peen any exposed edges.

Concrete slabs shall be flush to adjoin curbs, walks, and rubber play surfaces.

B. Trash Cans

The trash cans as specified shall be installed on 5" thick concrete pads, 9 SF in size, in locations to be determined by the Owner. Bolt down cans per manufacturer instructions using stainless steel hardware. Peen any exposed edges.

C. Bike Rack

The Bike Rack as specified shall be installed on 5" thick concrete pad in the location shown on the plan. Bolt down rack per manufacturer instructions using stainless steel hardware. Peen any exposed edges.

D. Grills

The Grills as specified shall be direct bury installed with a 5" thick concrete pad in the location shown on the plan.

E. Picnic Tables

The 6' long picnic tables shall be assembled and installed in the picnic shelter.

F. Basis of Payment

Bike Racks, Benches, Grills, Picnic tables, and Trash Cans will be paid for at the contract price EACH as stated in the Bid Proposal Form, which price shall include all concrete for footings, furnish and bench construction, and all other materials, labor, and equipment necessary to complete the work.

### 3.03 INSTALLATION OF SEGMENTAL CONCRETE RETAINING WALL

A. Inspection

1. The Owner or Owner's Representative is responsible for verifying that the Contractor meets all the requirements of the specification. This includes all submittals for materials and design, qualifications, and proper installation of wall system.
2. Contractor's field construction supervisor shall have demonstrated experience and be qualified to direct all work at the site.
3. **The contractor is responsible for the correct amount of wall units to achieve the proper height and length as shown on the plans. No extra compensation will be allowed for failure to estimate buried courses.**

B. Excavation

1. Contractor shall excavate to the lines and grades shown on the project grading plans. Contractor shall take precautions to minimize over-excavation. Over-excavation shall be filled with compacted infill material, or as directed by the Engineer/Architect, at the Contractor's expense.
2. Contractor shall verify location of existing structures and utilities prior to excavation. Contractor shall ensure all surrounding structures are protected from the effects of wall excavation. Excavation support, if required, is the responsibility of the Contractor

C. Foundation Preparation

Foundation soil shall be compacted to 95% standard Proctor density.

D. Leveling Pad Construction

1. Leveling pad shall be placed as shown on the wall plans with a minimum thickness of 6 inches. The leveling pad should extend laterally at least a distance of 6 inches from the toe and heel of the lower most wall unit.
2. Granular leveling pad material shall be compacted to provide a firm, level bearing surface on which to place the first course of units. Well-graded sand can be used to smooth the top 1/4

to 1/2 inch of the leveling pad. Compaction will be with mechanical plate compactors to achieve 95% of maximum standard Proctor density (ASTM D 698).

E. Wall Construction - Columns

1. Assemble wall units to the height shown on the plans per manufacturer's instructions. Cut units as necessary to insure a tight fit along the radius edges.
2. Glue each row of units to the layer below. There is no setback on the units.
3. Install Coping and glue to top row of wall units.
4. Construct any columns in same fashion.
5. **The wall height is critical for the installation of the playground ramp. The contractor needs to make sure the ramp plate will set on, and overlap the top of the wall. The concrete sidewalk ramp shall abut the cap stone flush.**

F. Basis of Payment - Segmental Concrete Unit Sitting Wall

The raised planters will be paid for at the contract price per LUMP SUM for walls in the location and types as shown on the plans , which price shall include all aggregate for leveling pad, concrete segmental units, glue, topsoil backfill, and all other materials required to construct and install the walls as specified, and all labor and equipment necessary to complete the work.

**END OF SECTION**

## **DIVISION 2 - SITE WORK - SPECIAL PROVISIONS**

### **SECTION 02930 - TURF**

#### **PART I - GENERAL**

##### **1.01 DESCRIPTION**

This work includes, but is not limited to, furnishing and transporting all materials, labor and equipment necessary for:

- A. Fine and finish grading entire areas disturbed by construction.
- B. Pulverize, and prepare ground surface for seeding and / or sodding.
- C. Install turf seeding, and sod with the proper seed blends as specified.
- D. Install native turf seeding and plugs with protection as specified
- E. Place mulch as specified on seeded areas. Guarantee, repair, and maintain all seeded areas for a period of 1 year from final acceptance.
- F. Reseed or sod all areas necessary to comply with guarantee.

All in accordance with these special provisions, as shown on the plans and to the satisfaction of the owner.

##### **1.02 RELATED WORK IN OTHER SECTIONS**

Work performed under this section is subject to all the provisions of the "Information for Bidders", "Bid Proposal Form", "General Conditions", "General Special Provisions", and any other "Special Provisions" of the contract. All work in this and other contracts shall be coordinated by the respectful contractors.

#### **PART II - PRODUCTS**

##### **2.01 MATERIALS**

###### **A. Topsoil**

- 1. Topsoil shall be defined as a friable, loamy mixture surface soil. It shall not be extremely acid or alkaline nor contain toxic substances harmful to plant growth, and shall be of uniform color and texture.
- 2. Topsoil shall be free from large roots, sticks, weeds, brush, subsoil, clay lumps, or stones larger than one (1") inch in diameter, or other litter and extraneous matter undesirable to plant growth.
- 3. Topsoil will be inspected by the owner at the source of supply or as delivered. Topsoil shall meet the approval of the owner prior to use. Any topsoil placed without approval may be subject to removal at the discretion of the owner.

###### **B. Fertilizer**

Fertilizer shall meet the requirement of the "Standard Specifications". Fertilizer types, ratios and application rates shall be as follows:



1. Fertilizer shall be a complete "starter" fertilizer in a ratio of approximately 18-24-12, or 18-24-24 sulfur coated granular form, or "approved equal".
2. The sulfur coated granular fertilizer shall be applied at the rate of 217 pounds of fertilizer per acre (1 lb. of nitrogen per 1000 sq. ft.).

#### **C. Seed mixes for general areas**

1. See plans.
2. Seed shall be a blend as shown. Contractor must submit seed mix and origin for approval prior to use.

#### **E. Erosion control blanket**

1. 100% degradable Erosion Control Blanket shall be "Futerra", a wood fiber product that physically bonds to the soil; encased in a 100% photodegradable polypropylene netting (120 days), or approved equal in accordance with the Standard Specifications. Contact PROFILE Products, Buffalo Grove, IL. Phone 800-866-1180.
2. Standard Erosion Control Blanket shall be Erosion Control Blanket shall be NORTH AMERICAN GREEN (NAG) S-75 or approved equal.
3. See plans for specific requirements.

#### **F. Turf Mulch (Hydromulch or Straw)**

Mulch shall comply with Section 251 of the Standard Specifications, except that use of emulsified asphalt shall not be permitted.

#### **G. Sod**

Sod shall be a bluegrass blend available from Central Sod Farms, 25605 W. 111<sup>th</sup> Street, Plainfield, IL. 60544 Phone – 630-904-1017, or approved equal. Peat grown sod shall not be acceptable. Sod shall be placed within 48 hours of being cut.

#### **H. Mesic Seed for pond – See plans**

Native Seed shall be a blend of native seeds supplied by a commercial producer as shown on the plans.

#### **G. Native Seed and Plugs – See plans**

1. Where shown, Plugs shall be chosen from the varieties shown on the plans.
2. Plug size shall be 2.5" x 5.5" deep root.

### **PART III – EXECUTION**

#### **3.01 SODDING**

##### **A. Sod**

1. Sod shall be mechanically placed within 4 hours of being delivered to the site and 48 hours from being cut, unless weather conditions prevent installation.
2. Sod shall be moist when placed, and temperatures must be **less** than 90° F, nor shall sod be laid on frozen ground.

3. Sod shall be placed with edges closely abutting and rolled under, with alternating courses staggered to prevent erosion.
4. Sod shall be placed perpendicular to water flow in ditches, and parallel to ground contours on slopes.
5. Any exposed edges must be buried flush with adjacent turf or topsoil, not left exposed.
6. On slopes 2:1 or larger, sod shall be staked in accordance with Article 644.07 of the "Standard Specifications".

#### **B. Watering and Mowing**

The Contractor shall water the sod immediately upon installation.

Further watering shall be required at the rate of one inch per day for 14 days. Water may be obtained from the mains on site, and must be metered if not already in a metered system. The Park District will pay for all metered water used on site. The contractor shall be responsible for providing equipment and labor for watering the sodded areas. If weather and seasonal conditions are satisfactory, watering requirements may be reduced. Potentially, some areas may be watered by the new irrigation system, and would only require watering until the irrigation system is adjusted properly.

The Contractor shall mow the turf two (2) times at a maximum height of 3.5 inches, and monitor the quality of the sod until acceptance by the Owner.

#### **C. Repair of Sodded Areas**

The contractor is responsible for the proper care of the turf areas during the period when the vegetation is being established. The owner may provide additional care (i.e. watering) at his discretion. This shall not affect the turf guarantee.

If at any time before completion and acceptance of the entire work covered by this contract, any portion of the surface becomes eroded, gullied or otherwise damaged or vandalized following sodding, have been winter-killed or otherwise destroyed, the affected portion shall be repaired to re-establish the condition and grade of the soil prior to sodding and shall be repaired as specified herein by the contractor at no additional cost to the Owner.

#### **D. Final Inspection and Acceptance**

Sod shall be accepted following the 2<sup>nd</sup> required mowing. Any sodded areas not in a healthy, vigorous condition shall be replaced and maintained as stated above.

**The contractor shall perform all work as specified herein at no additional cost to the owner.**

#### **E. Basis of Payment**

1. Sodding shall be measured and paid for at the contract unit PER SQUARE YARD as stated in the bid form, installed as specified, which price shall include all sod, fertilizer, stakes, one (1) initial watering, watering for 14 days as specified, 2 mowings, repair, and maintenance, guarantee, and all labor, equipment and materials required to perform the work.

### **3.02 LANDSCAPE TURF SEEDING**

#### **A. Site Preparation**

1. Contractor shall examine the areas and conditions for scope of the work to be performed and notify the owner in writing of any conditions detrimental to the proper and timely completion of the work.
2. **Ground preparation shall not be started until all stones, boulders, debris and similar material larger than one (1) inch in diameter have been removed, depressions and ruts filled, and the entire area to be seeded has been shaped, trimmed and finished uniformly to the lines, grades, and cross-sections shown on the plans, and to the satisfaction of the owner.**
3. The area to be seeded and/or sodded shall be thoroughly tilled and cultivated to a minimum depth of three (3) inches with a disc, tiller, or other equipment approved by the owner, reducing all soil particles to a size not larger than one (1) inch in the largest dimension. The prepared surface shall be smooth, dry and shall be free from all weeds, clods, stones, roots, rivulets, gullies, crusting and caking.
4. Adjacent to structures and pavements, the finish grade shall be approximately 3/4 " below surrounding structures.

#### **B. Fertilizer Application**

After preparation, cultivation, and after the areas to be seeded and/or have been approved by the owner, the starter fertilizer as specified (18-24-12 slow release ratio) shall be applied at the rate of 217 pounds of actual nitrogen per acre (1 LB. N /1000 sq. ft.) and worked into the soil using a harrow or other equipment approved by the owner.

#### **C. Class I Seeding**

1. After fertilizing and prior to seeding, the ground surface shall be smooth, dry, friable, and of uniformly fine texture. No seed shall be placed when the ground is not in a proper condition and no seed shall be placed until the prepared ground surface has been approved by the owner. If, as a result of rain, the prepared ground surface becomes crusted or eroded, or if eroded places, ruts, or depressions exist for any reason, the contractor will be required to rework the soil to the satisfaction of the Owner, at no additional cost to the owner.
2. No seed shall be sown during high winds, nor shall any seed be sown until the purity test has been completed for the seeds to be used and shows that the seed meets the noxious weed seed requirements.
3. Seeding Equipment: The seed shall be sown by a machine that mechanically places (drills) the seed in direct contact with the soil, packs and covers the seed in one continuous operation (Brillion – type seed drill). In existing turf areas (overseeding type applications), a mechanical slit seeder which slits the soil and drops the seed shall be used.
4. The Owner shall examine and approve any equipment to be used. Prior to starting work, seeders shall be calibrated and adjusted to place seed at the proper seeding rate.
5. **The optimum depth for seeding shall be 1/4 inch. Seeding shall be done in two (2) directions at right angles to each other. Half of the specified pounds of seed will be placed in one (1) direction and the other half of specified pounds will be placed at right angles to the first direction.**
6. Hydro seeding will not be allowed as the sole means for seeding.
7. Broadcasting will not be allowed except in inaccessible areas as approved by the Owner. The seed shall be broadcast evenly by hand or with an approved seeding device. The seed shall be covered with a thin layer of topsoil by light raking or other approved method. The optimum depth for broadcast seeding shall be 1/4" inch.

8. The beginning and termination dates for placing the seed shall be as follows and shall not be adjusted except as approved by the owner in writing:

**Spring Seeding:**            **April 1 to May 15**  
**Fall Seeding:**             **August 1 to September 15**

#### **D. Mulching / Erosion Control Blanket**

Within twenty-four (24) hours from the time of seeding, all Class I seeded areas as designated on the plans shall be covered with hydromulch, or other approved method in accordance with the Standard Specifications.

Erosion control blanket shall be applied as shown, or on slopes of 4% or more. Blanket shall be rolled out parallel to any slopes with an overlap of 9 inches minimum on the downhill side. Place degradable staples in the blanket per manufacturer's recommendations.

#### **F. Repair of Seeded Areas**

The Contractor is responsible for the proper care of the turf areas during the period when the vegetation is being established. The owner may provide additional care (i.e. watering) at his discretion. This shall not affect the turf guarantee.

If at any time before completion and acceptance of the entire work covered by this contract, any portion of the surface becomes eroded, gullied or otherwise damaged or vandalized following seeding, have been winter-killed or otherwise destroyed, the affected portion shall be repaired to re-establish the condition and grade of the soil prior to seeding and shall be repaired as specified herein by the contractor at no additional cost to the Owner.

#### **G. Maintenance and watering of Seeded Areas**

##### **1. Class I General turf areas**

- a. Maintain lawn areas and plantings to ensure mowing, as required, for sixty (60) days minimum after final acceptance of all work.
- b. Contractor shall water all seeded areas to provide a minimum of 1" water per week.
- c. Maintain lawn areas, including watering, spot weeding, mowing, application of herbicides, fungicides, insecticides, and reseeding until a full, uniform stand of grass free of weed, undesirable grass species, disease, and insects is achieved and receives final completion.
- d. Repair and rework all areas that have washed out or are eroded. Replace undesirable or dead areas with new seed.
- e. Mow lawn areas as soon as top growth reaches a 3.5" height. Cut back to 2.5" height. Repeat mowing as required to maintain specified height. Not more than 40% of grass leaf shall be removed at any single mowing.

#### **H. Basis of Payment**

1. Class I seeding with mulch shall be measured and paid for at the contract unit price per SQUARE FOOT installed as specified. All equipment, materials, labor, fine grading, fertilizer, seed, hydromulch, mulch tackifier or slurry, watering, repair and maintenance shall be considered incidental to the cost of seeding.
2. Class I seeding with Erosion control blanket shall be measured and paid for at the contract unit price per SQUARE FOOT installed as specified. All equipment, blanket, materials, labor, and maintenance shall be included.

### **3.03 NATIVE SEEDING – SEE PLANS**

#### **A. General**

1. The seed mixes may be modified by the contractor to fit market and / or site conditions with approval of the landscape architect.
2. All mixes and anticipated planting methods/ maintenance programs must be submitted in writing prior to commencing work. Failure to properly plan for or allocate resources for the entire planting and maintenance periods shall not constitute a reason for further compensation claims.
3. All seed mixes shall be applied at TWICE the recommended rate.

#### **B. Native Seeding) and Plugs**

See plans for specific installation and stewardship requirements.

#### **C. Basis of Payment**

1. Native Seeding shall be measured and paid for at the contract unit price per SQUARE FOOT for the types and installed as specified. All equipment, materials, labor, fine grading, fertilizer, seed, erosion control blanket, watering, repair and stewardship (maintenance) shall be considered incidental to the cost of seeding.
2. Native Plugs shall be measured and paid for at the contract unit price per EACH for the types and installed as specified. All equipment, materials, labor, fine grading, fertilizer, seed, watering, repair and stewardship (maintenance) shall be considered incidental to the cost of seeding.

**END OF SECTION**

<b>DIVISION 2 - SITE WORK - SPECIAL PROVISIONS</b> <b>SECTION 02950 - PLANTING AND LANDSCAPE WORK</b>
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**PART I - GENERAL**

**1.01 DESCRIPTION**

This work includes, but is not limited to, furnishing and transporting all materials, equipment and labor necessary to:

- A. Supply and deliver plant materials to site.
- B. Dig and prepare plant holes, prepare the soil for planting.
- C. Plant specified materials as shown.
- D. Water, mulch, fertilize, wrap, and perform other incidental operations.
- E. Maintain new plant material, through the guarantee period and replace all unacceptable plants.
- F. 'Park grade' plant materials shall not be allowed on this project.
- G. Place limestone outcroppings and boulders as specified.

**1.02 RELATED WORK IN OTHER SECTIONS**

Work performed under this section is subject to all the provisions of the "Information for Bidders", "Bid Proposal Form", "General Conditions", "General Special Provisions", and any other "Special Provisions" of the contract. All work in this and other contracts shall be coordinated by the respectful contractors.

**PART II - PRODUCTS**

**2.01 MATERIALS**

**A. Topsoil**

Topsoil required to complete the work of planting shall not be extremely neither acid nor alkaline, nor contain toxic substances harmful to plant growth. Topsoil used shall be uniform in color and texture, free from grass, roots, sod, weeds, rocks, stiff clay, clods, debris or any other substance over one (1) inch in diameter or undesirable to plant growth. Topsoil will be inspected by the Owner at either the source of supply or as delivered and shall meet the approval of the Owner prior to use.

**B. Soil Mixtures for Planting Backfill**

- 1. Deciduous plants shall be backfilled with a mixture of six (6) parts topsoil mixed with one (1) part uncompressed peat moss by volume.
- 2. Evergreen plants shall be backfilled with a mixture of three (3) parts topsoil mixed with one (1) part mushroom compost by volume.
- 3. Use of existing soils is permitted as topsoil in the backfill mix in lieu of imported topsoil for trees and shrubs only, unless otherwise directed by the Landscape Architect and as noted on the plans.
- 4. Groundcover and perennial plants shall be planted and backfilled in topsoil amended with 1/3 peat moss and 1/3 mushroom compost by volume as specified and according to manufacturer's instructions and recognized practices.
- 5. Contractor shall demonstrate or provide samples of backfill mix for approval prior to planting.

**C. Mushroom Compost**

Mushroom compost shall be supplied by a commercial source and shall meet the requirements of Article 717.08 of the "Standard Specifications". Mushroom compost shall have been used for a minimum of one crop of mushrooms and be well composted, with an admixture of 15 – 30% topsoil.

#### **D. Mulch**

Mulch material shall consist of shredded tree bark and shall be non-toxic to vegetation. It shall consist of either mixed hardwood species or pine alone. Sixty (60) per cent of the shredded bark shall range between one (1) and three (3) inches in length; the remaining forty (40) percent shall be less than one (1) inch in length. The maximum width of the particles shall not exceed one and one-half (1 1/2) inches. Minimum depth of mulch shall be four (4) inches compacted.

#### **E. Fertilizer**

Fertilizer shall meet the requirement of Article 717.07 of the "Standard Specifications", and shall be applied at the rates and ratios specified herein. Acceptable brands are Woodace or approved equal.

#### **F. Peat**

Peat shall be not less than 80% decomposed organic matter by weight on an oven-dried basis. Peat shall be delivered in a workable condition, free of lumps.

#### **G. Wrapping material**

Wrapping material for tree trunks shall be Kraft paper of a double layer treated type as normally manufactured for nursery use, and as approved by the owner. Wire screening, if specified, shall be a double thickness of window wire screening as approved by the owner.

#### **H. Plant material**

Trees, shrubs, evergreens and groundcover shall conform to quality, size and grade of the "American Standard for Nursery Stock: (ANSI Z60.1-latest edition) adopted by the American Association of Nurserymen.

##### **1. Selection and Inspection of Plant Material**

- a. **Selection and inspection of supplied plant material must be made at the nursery by the Owner or his duly authorized representative, whenever such an examination is deemed practical, and must be in the field (or in storage houses) of the nursery supplying the material.**

The Owner reserves the right to place identification seals on any or all plants selected. If the owner is unable to inspect plant material at the nursery, the contractor must submit samples to the Owner for approval at no added cost. The owner shall inspect plants again upon delivery to the site.

- b. Approval of material on such an examination shall not be construed as an acceptance of it. Final acceptance will not be made until the plant material is in a healthy, growing condition as provided in Section 3.04.
- c. All plant material, including collected stock, shall comply with the State and Federal laws with respect to quarantine, inspection for plant diseases and insect infestation. An inspection certificate, required by law to this effect, shall accompany each shipment and on arrival the certificate shall be filed with the Owner.

##### **I. Limestone Outcroppings / Sitting Boulders**

1. Outcroppings shall be Lannon Weatheredge Limestone by Halquist, and sitting boulders shall be Fieldstone boulders or approved equal. The Owner shall visit the source of supply (or see a full sample) and choose representative boulders for the project.
2. Outcropping stones shall be approximately 2' deep x 4' wide x 6" thick. Sitting boulders shall be 18 - 24" diameter and selected by the Owner.

3. Install in groups as shown, and as approved in the field by the Owner and Landscape Architect. Stones shall not encroach on use zones of any play equipment.

**J. Drainage Fabrics**

Drainage fabric for behind the walls (at the pond) shall be a 5 oz. nonwoven engineering fabric manufactured for aggregate subbase applications such as Amoco's "Propex", Phillips 66 "Supac", or "approved equal".

## **PART III - EXECUTION**

### **3.01 PLANTING**

**A. General:**

The contractor shall layout all work in the field with the landscape architect for approval. The work shall consist of:

1. Install new plant materials as shown, complete with guarantee as specified.

**B. Digging of Plants**

Plants shall not be dug until the contractor is ready to transport them from their original locations to the site of work or approved storage. The maximum time lapse between digging and being properly loaded as specified above for shipment to the site of the work or being placed in approved storage shall be four (4) days for balled or burlapped plants and one (1) day for bare root plants. They shall be dug with care, avoiding injury to the plants or loss of damage of the roots, particular attention being given to fibrous roots. Immediately after digging, roots shall be protected against drying out and freezing. Bare root plants shall be dug only when air temperatures exceed 35° F.

**C. Notice of Delivery**

The contractor shall inform the Owner 24 hours before making any delivery of plant material. Each shipment shall be accompanied by an invoice showing sizes and varieties included. A copy of the invoice shall be given to the owner upon delivery of the plant material.

**D. Transportation**

During transportation, the contractor shall exercise care to prevent injury and drying out of the plants. Upon arrival at the temporary storage location or site of the work, plants will be inspected for proper shipping procedures as defined above. Should the roots be dried out, large branches be broken, balls of earth be broken or loosened, or areas of bark be torn, the owner may reject the injured tree. When a tree has been so rejected, the contractor shall at once remove it from the area of the work and replace it.

**E. Temporary Storage**

No plant shall remain in temporary storage over the summer. Plants that are not to be planted immediately shall be protected in the following manner:

1. Bare Root Plants: Plants may remain on the site of the work only 24 hours prior to being planted or place in storage. During this 24 hour period, the contractor shall continue to exercise care to prevent injury and drying out of the prepared backfill used in planting. The plants shall then be protected and kept moist by "heeling-in" roots or by placing the plant in a cool, moist storage building. The "heeling-in" procedure shall require the plants to be separated and the roots heeled in a suitable moist soil. If plants are stored in building, the roots shall be covered with suitable moist mulch. The duration of storage, the method of storage, and the materials used for mulch and "heeling-in" shall meet with the approval of the owner.
2. Balled and Burlapped Plants and Container Grown Plants: Plants may remain on the site of the work only 72 hours prior to being planted or placed in storage.



3. Balled and burlapped plants shall be kept moist and their solidity carefully preserved. To prevent drying out or freezing, they shall be stored either in a cool, moist storage building or placed in a compact group with suitable mulch material placed around and between the balls so they are completely covered.
4. Container grown plant material shall be kept moist by watering as directed by the Owner. To prevent freezing, they shall be stored either in a cool, moist storage building or placed in a compact group with a suitable mulch material placed around and between the balls so they are completely covered.
5. The duration of storage, method of storage, and mulch material for balled and burlapped material and container grown plant material shall meet the approval of the Owner.

#### **F. Layout of Planting**

The area to be planted shall be finished to line and grade before planting operation is begun. Locations for plants and outlines of areas to be planted shall be marked on the ground and staked by the contractor. The Owner shall approve all such locations before any excavation is made.

Properly locate the property boundaries and immediately notify the landscape architect of any discrepancies or concerns. Re-planting of material planted incorrectly and / or without location approval shall be solely the responsibility of the contractor to correct.

#### **G. Excavation of Plant Holes**

1. Trees: The sides of all plant holes shall be sloped, and the sides of the hole shall be in a loose, friable condition. The ball shall rest upon a raised "platform" on the bottom of the pit.
  - a. On slopes, the depth of excavation will be measured at the center of the hole.
  - b. Excess material excavated from the holes shall be removed from the site and legally disposed of. The excavated material shall not be stockpiled on the site.
  - c. The hole diameter for trees shall be twice the size of the root ball and at least 6" deeper than the root ball.
2. Shrubs and Groundcovers
  - a. Immediately prior to digging holes for shrubs and groundcover beds, the soil surface of the area to be planted shall be cultivated to a depth of not less than 4 inches, with equipment approved by the Owner, until the surface is smooth and relatively free of debris, gullies, clods, grass, weeds, and stones. All shrub and groundcover beds shall be in a weed free condition prior to planting and mulching.
  - b. Excavation for Shrubs and Groundcover: Holes for shrubs and groundcover shall be dug within the staked outline of the planting bed. The interval of planting will be designated on the plans. Spacing shall be measured from center to center and alternate rows shall be staggered.
  - c. Where annual and/or perennial plants shall be incorporated within the planting bed, the contractor shall cultivate to a minimum of 12 inches deep, and amend soil as specified herein.
  - d. Holes for shrubs shall be at least one (1') foot greater in diameter than that of the ball or spread of the roots and at least six (6") deeper than the root ball or spread of the roots.

#### **H. Planting Procedures:**

1. Backfill shall be prepared as specified for the specific plant material. The prepared backfill mixture shall, at the time of planting, be in a loose, friable condition. At no time shall the prepared backfill or other topsoil used on the job be stockpiled on turf or in ditches. All excavated material not suitable for backfilling as approved shall be legally disposed of.
2. The Contractor shall notify the Owner and Landscape Architect of any conditions he feels are detrimental to the survivability of the trees.

3. All plants shall be placed in a plumb position and set at one inch (1") higher than the depth as they grew in the nursery field. Prepared backfill shall be placed around the root system. Backfill and jet  $\frac{1}{2}$  the depth of the planting hole, then backfill the top half and jet again. Tamping or watering shall accompany the backfilling operation to eliminate air pockets.
4. A thorough watering of trees, shrubs and groundcover with a method approved by the Owner shall follow the backfilling operation. This watering shall completely saturate the backfill and be performed during the same day of planting. After the ground settles as a result of the watering, additional backfill shall be placed to match the level of the finished grade. Approved watering equipment shall be at the site of the work and in operational condition prior to starting the planting operation.
5. Balled and Burlapped Plants: After the plant is placed in the hole, all cords and burlap shall be cut away from the trunk and placed below grade.
6. Container Grown Plants: Prior to placing the plant in the hole, the container shall be removed with care so as not to disturb the ball of soil that contains the root system. During the planting operation, care shall be taken not to destroy the solidity of the ball of soil. Pots of material that will decompose in one growing season need not be removed.
7. Bare Root Plants: The roots shall be carefully spread in a natural position and prepared backfill shall be worked in around the roots so each root is individually packed to eliminate air pockets. The plant shall be gently raised and lowered to assure contact of the roots with the soil.
8. A circular water saucer shall be constructed around each individual plant to the satisfaction of the Owner.

#### **I. Water**

1. Water shall be fresh, clean, potable and free from injurious amounts of mineral and organic substances.
2. Contractor is solely responsible for providing all water required in the project. Do not tie into building or municipal water services without approval and metering.

#### **J. Mulching**

Immediately after watering, plants shall be mulched. A layer of specified mulch shall be used to cover the circular water saucer to a depth of four (4) inches when settled. When the plant is in a bed in which spacing is less than six (6) feet on centers, or as noted on the plans, the entire bed shall be mulched to a depth of four (4) inches with the material specified. The mulch shall be extended three (3) feet beyond the peripheral plants of the bed. When mulching groundcover beds, care shall be taken not to bury leafy stems or vines under mulch material.

All mulching shall be kept in a minimum of 3" from the trunk of all trees and shrubs.

#### **K. Wrapping and Staking**

1. WRAPPING: Immediately after planting, trunks of all deciduous trees  $\frac{1}{2}$  inch diameter or larger shall be wrapped spiral from the ground to the lowest major branch (after pruning) overlapping the wrap at least one third ( $\frac{1}{3}$ ) of its width.
2. STAKING shall be performed per ANSI standards and as shown on the plans.
3. All guy wires shall be flagged with two pieces of yellow warning tape, attached in a fashion so as to not slip down the wire. Insure trunk and branching are protected with nylon or rubber strapping, and that it cannot shift over time.
4. Do not stake across sidewalks.

#### **L. Pruning**

1. Qualified personnel, experienced in horticultural practices and operations shall perform all pruning. Pruning shall be done in the presence of the Owner and in such a manner as to preserve the natural growth habit of each plant.
2. The method and location of pruning and the percentage of growth to be removed shall meet the approval of the Owner. All pruning shall be done with sharp tools in accordance with the best horticultural practices.
3. The ends of all broken and damaged roots of 1/4 inch or larger shall be pruned with a clean cut, removing only the injured portion. All broken branches, stubs, and improper cuts of former pruning shall be removed.
4. Deciduous Trees: Pruning shall not be performed, except to remove dead or damaged twigs or branches, and as directed by the Owner.
5. Deciduous Shrubs: In general, shrubs shall be cut back to 1/2 of their height. Shrubs that are slow growing or do not sucker readily shall be pruned in the same manner as deciduous shade trees.
6. Evergreens: Evergreens shall not be pruned except to remove broken branches.

#### **M. MAINTENANCE of plant materials**

Maintenance shall begin immediately after the planting is completed and shall continue for one (1) year until final inspection and acceptance. All these requirements for proper care during the maintenance period shall be considered incidental to the cost of the contract and shall be performed within five (5) days following notification by the Owner.

Maintenance of new plantings shall consist of weeding, watering, mulching, spraying, adjusting braces, resetting plants to proper grades or upright position, repair of water saucers or other work which is necessary to maintain the health and satisfactory appearance of the plantings.

1. **Watering shall be performed at least once within every thirty (30) days during the months of May through October. The schedule for watering within the thirty (30) day increments will be determined by the Owner. Should excessive moisture conditions prevail, the Owner may delete any or all of the additional watering cycles or any part of said cycles. The contractor shall not be relieved in any way from the responsibility for unsatisfactory plants due to the amount of supplemental watering.**
2. Weeding: Weeds and grass growth shall be removed from within the earthen saucer of individual trees and from the area within the periphery of the mulched plant beds. This weeding shall be performed at least once during the months of May through October. The weeding schedule will be determined by the Owner. The contractor shall not be relieved in any way from the responsibility for unsatisfactory plants due to the extent of weeding.
3. Gut wires and staking shall be checked and tightened every two weeks or as necessary. Insure guy wires are not chafing the trunk and branches.

#### **N. GUARANTEE of plant materials**

The contractor shall guarantee all plant material for a period of one (1) year from the date the planting operation is complete. A signed affidavit of planting times must be recorded with the Owner, especially if materials are phased in over a longer period of time.

All plant material which dies within thirty (30) days after being planted shall be replaced immediately and be considered as part of the original planting and subject to the guarantee period of one (1) year. Should the plant not be installed until a later date, the guarantee period shall take effect from the date of planting.

#### **O. FINAL INSPECTION AND ACCEPTANCE of plant materials**

##### **1. General**

- a. At the end of the guarantee period, the owner shall inspect all plant material and work for final acceptance.

- b. The Owner shall assume the responsibility for all plant material found to be acceptable at the time of final inspection. To be acceptable, the plants must be in a live, healthy, flourishing condition, representative of its species and satisfactory to the Owner.
- c. Plant material that does not meet the requirements for acceptance at the end of the guarantee period shall be treated in the following manner:
  - i. All replacement items shall meet and be planted in accordance with the original contract specifications.
  - ii. The contractor shall guarantee replacement items for two months after installation.
  - iii. Material that is replaced at the request of the Owner before the final inspection shall be dated and noted to insure proper length of guarantee. Failure to do so sets the entire guarantee period at the date of the last planting.
  - iv. The Contractor shall notify the Owner and Landscape Architect of any conditions he feels are detrimental to the survivability of the trees.

## **2. Fertilization**

- a. After plant material replacements and prior to final acceptance, the contractor shall apply an application of fertilizer (ratio 5-3-2) to all the plants at the rate of two (2) pounds of nutrients per tree and one (1) pound of nutrients on all other plants.
- b. Prior to final acceptance, the contractor shall clean up and remove from Park District property all bracing material, debris, trash and waste materials and legally dispose of it.
- c. When clean-up operations have been completed, another final inspection shall be made for replacement items only.

## **4. Clean-Up**

- a. The contractor shall pay for the repair of all damage to existing roadways, curbs, sidewalks, utilities, plant material, turf and site furnishings caused by his work.
- b. At the completion of the work under this contract, the contractor shall remove all his debris and accumulated materials caused by his work and legally dispose of it, and leave the site in a clean, neat order acceptable to the owner.

## **P. Basis of Payment**

Payment for the landscape plantings shall be made at the contract unit price LUMP SUM for the all materials of the sizes and types specified herein and on the plans, which price shall include all plants, excavation, soil mixes, planting operations, maintenance, guarantee, all hardware, and all other materials, labor and equipment necessary to complete the work.

## **3.02 INSTALLATION OF LIMESTONE OUTCROPPINGS AND SITTING BOULDERS**

### **A. Required Prior Work**

Prior to commencing installation of playground resilient surfacing, all required drainage and bases shall be completed and approved by the Owner. The Contractor shall then plan the installation for location of the boulders and installation methods to successfully integrate the boulders into the playground edge and paving.

### **B. Placement of Boulders/Outcroppings**

- 1. The boulders shall be placed generally as shown on the plans with the approval of the Landscape Architect. It is the design intent that some of the boulders be directly placed into the

curbs and / or flatwork, giving the effect of the new concrete being constructed directly over existing boulders. Provide isolation joints or caulking as appropriate. Do not simply place boulders on top of completed concrete work unless so approved by the Landscape Architect.

2. Outcroppings shall be placed generally as shown on the plans with the approval of the Landscape Architect.
3. Installation may be modified on site at Owners discretion.

**C. Basis of Payment**

1. Installation of the outcropping boulders shall be paid for at the Contract Unit Price PER TON, which price shall include all limestone outcroppings as specified and in the specific locations as shown on the plans, samples, delivery, handling and installation, mortar, joint material and caulking, and all other equipment, materials and labor to perform the work.

**END SECTION**

## **DIVISION 2 - SITE WORK - SPECIAL PROVISIONS**

### **SECTION 06100 - SHELTER**

#### **PART I - GENERAL**

##### **1.01 DESCRIPTION**

The following is a description and breakdown of work to be performed in the construction of the shelter. Any sub-contractor shall be responsible for coordinating his work with that of the other sub-contractors and the general contractor, and shall be responsible for notifying them as to when their work or services are required to be provided.

##### **1.02 RELATED WORK IN OTHER SECTIONS**

Work performed under this section is subject to all the provisions of the "Information for Bidders", "Bid Proposal Form", "General Conditions", "General Special Provisions", and any other "Special Provisions" of the contract. All work in this and other contracts shall be coordinated by the respectful contractors.

#### **PART II - PRODUCTS**

##### **2.01 MATERIALS**

###### **A. Products and Installation**

All materials for construction of the shelters are noted on the plans and shall be furnished by the fabricator.

###### **B. The contractor shall construct the shelter slab and footings as shown on the plan.**

###### **1. 30' x 20' Rectangular Gable Shelter**

- a.) The complete shelter kit shall be manufactured by ICON shelter, c/o Paul Gozder, Parkreation, 27 East Palatine Road, Prospect Heights, IL. 60070, Phone +1 (800) 677-6608, or approved equal.
- b.) The style shall be a standard rectangle shelter with a 6:12 roof pitch and 9' eave height with powder coat painted frames and steel members, decorative gable ends, 2 x 6 Southern Yellow Pine wood roof deck, and standard multi-rib metal roof, or "approved equal".
- c.) Posts shall be welded one-piece architectural square stepped base.
- d.) Colors shall be selected by the Owner from standard colors.

###### **2. Security Lights**

The lights for mounting in the ceiling of the shelter shall be a Kenall Ceiling fixture as shown on the plans. Include surface adapter SA if necessary.

MS11CL Series 12"W x 12"W x 4"D

Phone 800-4-KENALL.

## PART III - EXECUTION

### 3.01 CONSTRUCTION OF SHELTER, FOOTINGS, AND SECURITY LIGHTS

#### A. Shelter Construction

The contractor shall be responsible for, but not limited to, furnishing and transporting all materials, equipment and labor necessary for the following site work as shown on the plans:

1. Protect all materials during delivery and storage. Pay attention to unwrapping and storage requirements for materials. Any materials damaged in handling shall be replaced at the Contractor's cost.
2. Construction of the reinforced concrete slab, and foundation as shown on the plans. The Contractor shall excavate, and construct piers and slab as shown. Excavation to be stockpiled on site in locations specified.
3. The shelter slab shall pitch away from the center towards the outside edges at 1% minimum.
4. Box out footing tops for post connections and provide fiber joint around perimeter as shown. Once the shelter is installed and leveled, the Contractor shall pour the concrete pier caps at the completion of the shelter installation.
5. Installation of the shelter shall follow all recommendations of the manufacturer.
6. Coordination for the installation of electrical systems as shown on the plans. The Contractor shall allow for a conduit to be run inside of one footing. The Shelter manufacturer shall provide all necessary cutouts for the conduits to be run inside the framework. EXTERIOR MOUNTED CONDUIT SHALL NOT BE PERMITTED.

Provide electric grounding bond to shelter during installation. All electrical work shall adhere to Village Code.

7. Install the security lights per manufacturer instructions. Construct wire guards or wood framing in spaces susceptible to bird roosting.
8. Two outlets are desired on the shelter. Outlets shall be on opposite posts and shall be installed 7' about the finished floor elevation. Outlets shall be GCFI and be enclosed in weather proof box. All electrical work shall conform to local codes and ordinances. Coordinate the exact location of the outlets with the Owner's Representative prior to ordering the shelter.
9. Coordination of the installation of electrical conduits, security light, outlet, and connection to the new electrical service.
10. Installation of the structure shall be done with a competent supervisor in the construction trades, according to manufacturer installation instructions. Provide good construction practices and procedures. The general contractor is responsible for protection of material after arrival at destination. The contractor will be required to shim, cut, and make adjustments for proper fitting during building erections.
11. All frame members and roofing panels shall be stored or covered to prevent staining or other damage from construction or the elements. Damaged materials, ornamentation, and columns shall be replaced at the contractor's expense.
12. **Contractor shall apply 2 coats of penetrating clear sealer to interior wood surface of roof decking prior to installation. Minwax or approved equal.**
13. Contractor shall touch-up paint and / or clean all parts and components of the shelter prior to acceptance.
14. Contractor must coordinate with the Park District and Village of Willowbrook for all construction and electrical inspections that may be required.

**B. Basis of Payment**

1. The construction of the Shelter, slab and footings shall be paid for at the contract price LUMP SUM for the complete and finished slab and foundation piers, shelter, roof, and all electrical appurtenances as shown and as specified on the plans, which price shall include all shelter materials, reinforced concrete slab, concrete footing piers, sealers, and touch-up painting, electrical equipment, cleaning, labor, and equipment necessary to complete the work.

**END OF SECTION**



## **DIVISION 2 - SITE WORK - SPECIAL PROVISIONS**

### **SECTION 13150 – SPLASH PAD**

#### **PART 1 – GENERAL**

##### **1.1 Related Work in Other Sections**

Work performed under this section is subject to all the provisions of the "Information for Bidders", "Bid Proposal Form", "General Conditions", "General Special Provisions", and any other "Special Provisions" of the contract. All work in this and other contracts shall be coordinated by the respectful contractors.

##### **1.2 SECTION INCLUDES**

- A. Excavation and stone fill as required for spray pad structure, and pipe trenching.
- B. Reinforced concrete spray pad deck with integral color concrete, as shown on the drawings and specified herein.
- C. Spray Pad testing, start-up, closing and winterization, and instruction of Owners personnel.

##### **1.3 DEFINITIONS**

- A. The term "Spray pool", or "Spray pad" as used in this Section and these construction documents shall refer to the splash pad.

##### **1.4 SUBMITTALS**

- A. Submit 3 copies of product catalog sheets and shop drawings.
- B. Product Data: Provide Manufacturer's / Installer's written installation instructions.
- C. Shop Drawings:
  - 1. Submit shop drawings as required by Parts 2 and 3 of this Section.
  - 2. The drawings accompanying this specification are essentially diagrammatic in nature and show the general arrangement of all equipment and piping. Because of the small scale of the drawings, it is not possible to show all offsets, fittings and accessories which may be required. The Contractor shall carefully investigate the structural and finish conditions of all his work and shall arrange such work accordingly, furnish all fittings, pipe and accessories that may be required to meet such conditions. Where conditions necessitate a rearrangement, the Contractor shall obtain the Architect/Engineer's approval. Locate all valves for maximum operation accessibility.
- D. Samples: Submit samples of materials, finishes, and trim as may be requested by the Architect/Engineer.
- E. Operation and Maintenance Manuals: Submit 3 copies.

##### **1.5 QUALITY ASSURANCE**

Qualifications of Contractor/Equipment Supplier: Work of this Section shall be performed by a contractor who has a proven record of competence and experience in the construction of similar facilities of this size and complexity for not less than 5 years. References will be required by the Owner.

## **1.6 REGULATORY REQUIREMENTS**

- A. All applicable local building and health codes.
- B. National Electrical Code (NEC)
- C. National Sanitation Foundation (NSF): Seal of approval program.

## **1.7 REQUIRED PERMITS**

- A. Department of Public Health by Architect / Owner. **NOT REQUIRED – DRAIN TO WASTE SYSTEM**
- B. County and Local Building Departments. Architect / Owner with assistance from this contractor.

## **1.8 DELIVERY, STORAGE AND HANDLING**

- A. Deliver, store, protect and handle products to site as recommended by the manufacture and suppliers.
- B. Deliver all materials and equipment to the Work Site in original packages fully identified, with manufacturer's label. Store off ground and protect from weather with a suitable covering.
- C. Deliver cementitious materials to site in manufacturer's standard packages. Immediately upon delivery to Work Site, store in waterproof sheds. No cementitious or other material that has become caked or hardened will be permitted in the Work.
- D. Protect plastic pipe from exposure to chemicals (aromatic hydrocarbons, halogenated hydrocarbons and other esters and ketones) that might attack the material. Protect all pipe from mechanical damage and long exposure to sunlight during storage.

## **1.9 WARRANTY**

- A. Warranty: Provide one (1) year warranty covering all pool workmanship, materials and equipment.
- B. All standard manufacturer's warranties shall apply to all equipment and products provided by this Subcontractor.

## **PART 2 - PRODUCTS**

### **2.1 CONCRETE MATERIALS**

- A. Portland Cement: ASTM C150, Type I.
- B. Coarse Aggregate: Refer to ASTM C33.
- C. Sand: Refer to ASTM C33.
- D. **Add Mixtures:**
  - 1. Air Entraining: Refer to ASTM C260.
  - 2. Water Reducing: Refer to ASTM C494, Type A or D.
  - 3. **Fibermesh**
- E **Integral Color**

**Integral color shall be U-21 Sandstone by Butterfield Color. Phone 800-282-3388.**

## **2.2 REINFORCING STEEL**

- A. Use deformed bars of sizes shown on the contract documents conforming to ASTM A615, Grade 60.
- B. Welded wire mesh fabric shall be sheet style, not rolls.
- C. Placing Reinforcing Steel: Place reinforcing steel in conformance with the information on the contract documents and CRSI Recommended Practice for Placing Reinforcing Bars, except as modified herein. Minimum length of splices shall be as shown on contract documents. Tie splices with 18-gauge annealed wire as specified in the referenced CRSI standard.

## **2.3 PLASTIC WATERSTOP**

- A. Center bulb type, as shown on Contract documents, extruded from an elastomeric plastic. Specific gravity shall be approximately 1.37 and the Shore durometer Type 'A' hardness, approximately 80. No reclaimed PVC shall be used in the compound. The waterstop shall meet the performance requirements of the Corps of Engineers' Specification CRD C-572.
- B. Waterstop shall have a constant thickness from the edge of the bulb to the outside edge. All waterstops shall have a number of parallel ribs or protrusions on each side of the center of the strip. Corrugated type or tapered waterstops are not acceptable. The minimum weight per foot for waterstop shall be 0.90 pounds for 3/16" by 6", 1.62 pounds for 3/8" by 6", and 2.30 pounds for 3/8" by 9". See contract documents for standard waterstop geometry.
- C. Manufacturers and suppliers who have provided samples meeting the specified geometry and who have the specified waterstop readily available are listed below. Other products shall not be used without approval by the Architect / Engineer.
  - 1. Vulcan products, Inc., Construction Materials Division, No. 1 Irondale Park, P.O. Box 101269, Birmingham, Alabama 35210, phone: (205) 956-2000 or 1-800-368-8522; Type 8069 for 6" x 3/8", and Type 8070 for 9" x 3/8".
  - 2. Vinylex Corporation, 2636 Byington-Solway Road, Knoxville, Tennessee 37921-0887, phone: (615) 690-2211; Catalog No. RB6-38H for the 6" x 3/8" and No. RB9-38H for the 9" x 3/8".
  - 3. Greenstreak Plastic Products, P.O. Box 7139, St. Louis, Missouri 63177, phone: (314) 225-9400. Style 732 for the 6" x 3/8" and Style 735 for the 9" x 3/8".

## **2.4 EXPANSION JOINTS**

- A. The pre-molded expansion joint filler shall be of sufficient width to completely fill the joint. Filler shall be accurately cut to butt tightly against the waterstop and the side forms.
- B. At locations where joint sealant is to be applied, the pre-molded joint filler shall be precut to the required depth.
- C. Cavities for joint sealant shall be formed with either precut pre-molded joint filler, or smooth, accurately shaped material that can be removed.
- D. Concrete shall be thoroughly vibrated along the joint form to produce a dense, smooth surface. Surface irregularities along the joint sealant cavity, due to improper concrete consolidation or faulty form removal, shall be repaired with an approved compound compatible with the joint sealant in a manner that is satisfactory to the sealant manufacturer.

- E. Installation of Cellular Neoprene: Install in joint accurately as shown. Attach to concrete with a bonding agent approved in writing by the joint sealant and joint filler manufacturer for compatibility.
- F. Pre-molded Expansion Joint Filler: Type closed cell. Ceramar W.R. Meadows, Inc., (708) 683-4500, or approved equal.
- G. All joints require polyurethane gun grade sealant.

## **2.5 GUN GRADE SEALANTS**

- A. Just prior to installing the joint sealant, the joint cavity shall be cleaned by sand blasting or power wire brushing. Install bond breaker tape per manufacturer's instructions.
- B. After the joints have been prepared as described above, the joint sealant shall be applied. The primer, if required, and joint sealant shall be applied only with the equipment and methods recommended by the joint sealant manufacturer
- C. Submerged Sealants: Vulkem 227 two-part high performance elastomer weatherproofing sealant, as manufactured by Tremco., 3735 Green Road, Beachwood, Ohio, 44122, or approved equal.

## **2.7 SPLASH PAD EQUIPMENT**

- A. Furnish complete Splashpad System including Aquatic Spray Features, hydraulic actuators and drain.

The aquatic play products shall be suitable for installation in aquatic facilities and public play areas. They shall be specifically designed for use by children and adults and be manufactured by a company that has at least five years experience in the design and engineering of children's aquatic play areas.

The spray equipment, actuators, and integrated Launch Pod / Drain shall be as shown on the plans from Water Odyssey, c/o Sue Koch, Reese Recreation, phone 888-206-4861.

- B. Minimum Equipment Warranties

Warranties shall be as provided by Water Odyssey for all equipment, or approved equal..

- C. Main Valve Box and valves

1. The valve box shall be the Jumbo Irrigation Turf Box, # 190125 with brown mulch lid, c/o Highline Phone **888.773.2776** or approved equal.
2. Shut off valves for the Spray Area / cascade water play area shall be True Union PVC, one for each supply line to Spray equipment and water cascade.. Valves shall be Asahi® Type 21 PVC (# 17243 - 1"; # 17245 - 2") or approved equal.

- D. Water Lines

1. The material for spray supply lines shall be PVC Schedule 80 pipe. Pipe shall be marked with the manufacturer's name or trademarks indicative of the type of pipe. The outside diameter of the pipe shall conform to ASTM 8251 Table 2. Fittings for service pipe shall be PVC and of the solvent-weld type.

## **2.8 PUMPS - None**

## **2.9 POOL VALVES AND PIPING MATERIALS**

- A. Products:

1. Provide valves of same manufacturer throughout where possible and practical.
2. Provide valves with manufacturer's name and pressure rating clearly marked on outside of body.

- B. Valve Connections: Provide valves suitable to connect to adjoining piping as specified for pipe joint. Use pipe size valves.
- C. Use of Valves:
  - 1. Pipe sizes 4" – 12", Butterfly.
  - 2. Miscellaneous valves ½" – 3", PVC True Union Ball Valves.
  - 3. All chemical lines and equipment – PVC True Union Ball Valves.
- D. Butterfly Valves:
  - 1. Butterfly valves 3" – 12" shall be wafer or lug bodies and shall be suitable for use between ANSI 125 or 150 lb. Flanges.
  - 2. Bodies of the flangeless design shall be provided with at least four (2) bolt guides to center the valve in the pipeline.
  - 3. All butterfly valves shall have a cast iron body epoxy coated, ductile iron nylon 11 coated disc, stainless shaft with Buna-N or EPDM seat minimum 150 PSI rating.
  - 4. All butterfly valves 4" – 6" shall have 10 position locking handle, butterfly valves 8" – 12" shall have gear operators and chain operators as required.
  - 5. All valves shall be as manufactured by Bray Valve (713) 894 5454 or equal as approved by the architect/Engineer.
- E. Ball Valves:
  - 1. PVC True Union Ball Valves, Dual Union, Eslon, Assahi, or equal.
- F. Check Valves – (where required): Shall be cast iron body, stainless steel spring trim, bronze split disc, seal material Buna-N. (CHEXX) Model as manufactured by Metraflex, Chicago, Illinois, or Mueller Steam Specialties as indicated on Contract documents.

## **2.11 VAULT - NONE**

## **PART 3 – EXECUTION**

### **3.1 CAST-IN-PLACE REINFORCED CONCRETE**

- A. General: This section of the Specifications covers the furnishings of all labor, materials, tools, equipment, and the performance of all work and services necessary or incidental to furnish and place all concrete necessary for a concrete reinforced cast-in-place pool as shown on the contract documents, and completely coordinated with the work of all other trades.
- B. Prior Work: Before the concrete deck is poured, the following shall be approved by the Owner, City, and or specific jurisdictional authorities:
  - a. Drain piping and pressure tests, Debris trap installation
  - b. Water and feature supply piping, pressure tests
  - c. Reinforcement
  - e. Feature installation
  - f. Deck Drains and piping
- C. Materials:

1. Concrete shall be ready-mixed conforming to ASTM C 94 and these Specifications. Portland cement shall be Type IA. The use of non-agitating equipment will not be allowed.
  2. Minimum allowable 28-day compressive field strength shall be 4000 PSI when cured and tested in conformance with ASTM C31 and C39. Size of coarse aggregate shall be 1-1/2 inches on slabs and footings; 3/4 inch for walls. Approval of other aggregate graduations must be received in writing before use on the project.
  3. Slump range shall be 2 to 5 inches and the air entrainment between 4 percent and 6 percent by volume. The water-cement ration shall not exceed 0.49 by weight and the minimum cement content shall be 517 pounds per cubic yard. Submit complete data on the concrete mix for approval in conformance with the requirements of ASTM C94.
  4. Fine Aggregates: Conform to ASTM C33. Materials finer than the 200 sieve shall not exceed 0.5 percent.
- C. Reinforcing Steel: Provide deformed bars of sizes shown on the contract documents.
- Provide concrete blocks of same strength as the concrete mix to support reinforcing bars or mesh. Do not use broken concrete brick or stone.
- D. Forms: Materials shall produce tight forms and an acceptable finish, conform to ACI 301-84 Chapter 10; 10.2.2 Smooth form finish.
- F. Concrete Add mixtures: air-entraining admixture: Provide air-entraining admixture in all concrete. Admixture shall conform to ASTM C260, except it shall be nontoxic after 30 days, and shall contain no chlorides. Furnish manufacturer's compliance statement for these requirements to Architect/Engineer forty [40] days prior to use.
1. Integral Color - Mixer drum should be in good condition with little or no buildup on fins. 1/4 of the volume of mixer is the minimum amount of concrete that should be used to develop a homogenous mix. Spin drum in reverse until the load backs up to the top. Place unopened bag of Uni-Mix® admixture directly into concrete and mix approximately 120 revolutions.
  2. Curing: Wet Cure only. Never use plastic sheeting to cure colored concrete as it will mottle and streak the surface. To avoid discoloration do not store objects on colored concrete for at least seven days after pour.
  3. After the cleaned concrete has dried thoroughly, apply Butterfield Color® Clear-Guard Cure and Seal unless the sealer will make the surface too smooth to provide wet traction for users.
- G. Water-reducing Admixtures: All concrete shall contain a water-reducing admixture. The admixture shall conform to ASTM C 494, Type A or Type D; except it shall contain no chlorides, shall be nontoxic after 30 days, and shall be compatible with the air-entraining admixtures. The amount of admixture added to the concrete shall be in accordance with the manufacturer's recommendations. Furnish a compliance statement that the admixture used satisfies all requirements of this Specification to Architect/Engineer forty [40] days prior to use.
- H. Forms: Construct forms accurately to dimensions and elevations required and to be strong and unyielding. Construct forms with tight joints to prevent the escape of mortar and to avoid the formation of fins. Brace as required to prevent distortion during concrete placement.
- I. Placing reinforcing steel: Place reinforcing steel in conformance with the information on the contract documents and CRS1 Recommended Practice for Placing Reinforcing Bars, except as modified herein. Minimum length of splices shall be as shown in table on Contract Drawings. Tie splices with 18-gauge annealed wire as specified in the referenced CRSI standard.

- J. Placing concrete: Prior to placing concrete, remove water from excavation and all debris and foreign material from forms. Check the reinforcing steel for proper placement and correct any discrepancies.
- K. Place concrete as soon as possible after leaving mixer, without segregation or loss of ingredients, without splashing forms or steel above, and in layers not over 2 feet deep. The vertical drop to final placement shall not exceed 6 feet. Placement shall conform to the requirements of ACI 318, except as modified herein.
- L. Do not place concrete when the ambient temperature is below 40 degrees F and falling, without special protection as approved by the Architect/Engineer. Any concrete damaged by freezing shall be removed and replaced at no additional cost to the owner.
- M. Compaction: Apply approved vibrator at points spaced not farther apart than vibrator's effective radius. Apply close enough to forms to vibrate surface effectively but not damage form surfaces. Vibrate until concrete becomes uniformly plastic. Vibrator must penetrate the fresh placed concrete and into the previous layer of fresh concrete below.
- N. Construction Joints/Expansion Joints: Locate as shown or as approved in writing by Architect/Engineer. Caulk all expansion joints with polyurethane caulk.
- O. Finishing Formed Surfaces:
  - 1. Areas not subject to water: Cut out all honeycombed and defective areas. Cut edges perpendicular to surface at least 1 inch deep, no feather edge allowed, and patch. Using bonding agent fill holes flush with cement mortar composed of 1 part cement and 2 parts sand. Rub surface with wood float and burlap. Keep patches damp for a minimum of 7 days. Fill all form tie holes in same manner.
  - 2. Areas subject to water: Cut out all honeycombed and defective areas, cut edges perpendicular to surface at least 1 inch deep, no featheredge allowed, soak area to be patched for 24 hours, then allow surface to drain free of standing water, then patch with color matched non-shrink grout:
    - a. Upcon High Flow, the UPCO company, Cleveland, Ohio; Master Flow 713, the Master Builder Company, Cleveland, Ohio, Crystex, L & M Construction Chemicals, Inc., Omaha, Nebraska.
  - 3. The grout used shall be cured as recommended by grout manufacturer.
  - 4. As soon as forms are removed, remove fins or projections from surface of exposed areas and rub surfaces with wood float or burlap sack to provide a uniform surface texture. Finish shall conform to ACI 301. Chapter 10, 2.2: Smooth form finish.
- P. Protection and Curing: Protect fresh concrete from direct rays of the sun, drying winds, and wash by rain. Wet cure shall be used conforming to ACI 308. Keep concrete slabs and wall continuously wet for a 7-day period. Intermittent wetting is not acceptable. Any product used shall be compatible with paint bond requirements.

### **3.2 SPRAY PAD EQUIPMENT, PIPING, FITTINGS, AND DRAINS**

- A. Work Included: Pipe, fittings, connections, wall penetrations, hangers and supports, equipment bases and supports, excavation and backfill.
- B. Use the prescribed pipe type in the following areas. All plastic pipe flanges shall be scheduled 80 PVC with neoprene gaskets where required.

1. All buried filter return lines, main drain lines PVC schedule 80, solvent weld.
  2. All water piping and above grade piping inside the pump mechanical room, schedule 80 PVC, solvent weld.
  3. All chemical piping, schedule 80 PVC, solvent weld.
- C. Hangers and Supports: Submit hanger locations and weights, hanger details on Shop Drawings.
- All mechanical room piping must be properly supported per the Eslon Engineering Manual.
- D. Pool Pipe Excavation and Backfill:
1. Excavation for all splash pad systems, decking, building and tanks and supply related piping.
    - a. Comply with Section 02200.
  2. Special Backfill and bedding materials:
    - a. Existing subsoil materials shall not be used for pipe bedding.
    - b. All piping shall be bedded with a minimum of 6" clean stone material and a minimum of 2'-0" clean stone material top cover. The balance may be existing site material, provided no organic material, clay or topsoil is used.
    - c. Piping shall be covered with 8" lifts of granular fill and compacted according to specifications.
- E. Piping:
1. Cut all pipe with mechanical cutter without damage to pipe.
  2. Placing and laying: Inspect pipe for defects before installation. Clean the interior of pipe thoroughly of foreign matter and keep clean during laying operation. Pipe shall not be laid in water or when trench conditions are unstable. Water shall be kept out of the trench until the pipe is installed. When work is not in progress, open ends of pipe and fittings shall be securely closed so that no trench water, earth or other substance will enter the pipes or fittings.
  3. Threaded joints: After cutting and before threading, the pipe shall be reamed and shall have burrs removed. Screw joints shall be made with graphite or inert filler and oil or with an approved graphite compound applied to make threads only. Threads shall be full-cut and not more than 3 threads on the pipe remained exposed. Use Teflon II tape on the make threads of all threaded pipe joints. Caulking of threaded joints to stop or prevent leaks will not be permitted. Unions shall be provided where required for disconnection of exposed piping. Unions will be permitted where access is provided.
  4. Solvent welded joints shall be made in accordance with the manufacturer's printed instructions and the following minimum standards:
    - a. All fittings shall fit easily on the pipe before applying cement. The outer surface area of pipe and inner wall of fitting shall be dry and clean. Cleaner is to be applied to the outer surface of the pipe and to the inner surface of the fitting. Cement is to be applied to the outer surface of the pipe, or on the male section of fittings only. When the outside surface area of the pipe is satisfactorily covered with cement allow ten (10) seconds open time to lapse before inserting pipe end into fittings. After full insertion of pipe into fitting, turn fitting



around the pipe end approximately 1/8 to 1/4 of a turn. Wipe off excess cement at the joint in a neat cove bead. Follow manufacturer's instructions on solvents.

- b. All joints shall remain completely undisturbed for a minimum of 10 minutes from time of jointing the pipe and fitting. If necessary to apply pressure to a newly made joint, limit to 10% of rated pipe pressure, during the first 24 hours after the joint has been made.
  - c. Full working pressure shall not be applied until the joints have set for a period of 24 hours.
5. Make provisions for expansion and contraction by way of swing joints or snaking.
- F. Protect plastic pipe from exposure to aromatic hydrocarbons, halogenated hydrocarbons, and most of the esters and ketones that attack the material. Protect all pipe from mechanical damage and long exposure to sunlight during storage.
- G. Testing and Flushing of Piping:
- 1. Contractor shall be responsible for discovering leaks and making necessary repairs.
  - 2. After the piece is laid, the joints completed, and the trench partially backfilled leaving joints exposed for examination, test all pool piping per the Illinois Plumbing Code, Section 890.1930, Test Methods. Joints shall remain airtight under this pressure for a period of twelve hours. Provide test results to the Architect/Engineer before backfilling pipes or covering pipes with concrete.
  - 4. Leaks shall be repaired and tested repeatedly until leakage or infiltration is approved.
  - 5.
- H. New Distribution Lines and Spray Area
- 1. Verify all layouts with landscape architect prior to commencing construction.
  - 2. The supply line to the master valve box shall be SCH. 80 of the sizes shown on the plans..
  - 3. Contractor shall design a custom manifold to split the 2" service into two 1.5" supply lines with self-draining and removable PVC ball valves on each line. Place manifold into the valve box.
  - 4. Water lines shall be no deeper than 24". All lines shall be BACK PITCHED to the valve box. See plans for required water line depths. These lines are not below frost depth.
  - 5. Include sill cocks in the washroom building for attaching air blow down equipment and opening of supply lines for winterization.
  - 6. All service lines within four (4') four feet of paved areas shall be trench backfilled with materials meeting the specifications of Section 208.
  - 7. **Install the valve box, and valves as shown on the plans. Provide locking cover. Provide a drainage layer of 3/4 washed stone under the valve box approximately 2' thick x 3' square. Install a 4" drain in the bottom of the valve box and attach to storm sewer so the valve box stays dry.**
  - 8. Install the integral actuator and drain box in the center of the pad as shown.
  - 9. Install the spray pad equipment from Water Odyssey in concrete slab as specified.
  - 10. Connect supplies to actuator bollard and pad.
  - 11. Pour concrete slab around equipment, and concrete manhole or flat top. Slope surrounding slab to drain.

### 3.5 START-UP and INSTRUCTION OF OWNER'S PERSONNEL

- A. The Contractor shall thoroughly test the system in the presence of the Owner.
- B. Prior to this instructor leaving the job, he shall obtain written certification from the Owner's designated representative acknowledging that the instruction period has been completed and all necessary operating information provided.
- C. At the close of the first full operation season, the instructor shall return to the job with the contractor, and winterize / shutdown the system with the Owner. He shall obtain written certification from the Owner's designated representative acknowledging that the instruction period has been completed and all necessary operating information provided.

### **3.6 CLEAN UP AND PROTECTION**

- A. After work of this Section has been complete, clean up work areas and remove all equipment excess materials and debris. Protect Spray pool and equipment from damage until time of Final Acceptance. Remove and replace finished areas which are chipped, cracked, abraded, improperly adhered, or otherwise damaged.

### **3.7 PAYMENT**

- A. This work will be paid for as contract price Lump Sum part of the cost of installation of the water distribution piping, valve box and valves, and water spray apparatus as shown on the plans, which shall include all excavation, excavation used on site, trench backfill, integrated drain and manifold, and all materials, equipment and labor necessary to complete the work

#### **E. Basis of Payment**

##### **1. Spray area Distribution and equipment**

The cost of this work, including the furnishing and installation of the 2" service line to the valve box, valve box, the service from the valve box to the fixtures, shutoff and drain valves, Spray equipment as specified, concrete slab, actuators and Launch Pod, fittings and backfilling shall be paid for at the contract unit price per LUMP SUM for the Spray Area, including all labor, equipment, and materials required to perform the work.

##### **2. Spray area concrete slab**

The cost of this work, including the construction of the concrete splash pad with integral coloring shall be paid for at the contract unit price per SQUARE FOOT for the Spray Area concrete pad, including all aggregate base, concrete, waterstops, reinforcement, fibermesh, and all labor, equipment, and materials required to perform the work.

## **DIVISION 6 - CARPENTRY - SPECIAL PROVISIONS**

### **SECTIONS 06105 - WASHROOM CONSTRUCTION**

#### **PART I - GENERAL**

##### **1.01 DESCRIPTION**

The following is a description and breakdown of work to be performed in the construction of the shelter. Any sub-contractor shall be responsible for coordinating his work with that of the other sub-contractors and the general contractor, and shall be responsible for notifying them as to when their work or services are required to be provided.

##### **1.02 RELATED WORK IN OTHER SECTIONS**

Work performed under this section is subject to all the provisions of the "Information for Bidders, "Bid Proposal Form", "General Conditions", "General Special Provisions", and other "Special Provisions" Sections as may be included in the Contract Documents.

#### **PART II - PRODUCTS**

##### **2.01 MATERIALS**

- A. All materials for shelter construction are noted on the plans and shall be furnished by the fabricator. Contractor is responsible for taking delivery, and protection of materials. Damage to materials after receipt shall be the responsibility of the Contractor. In all cases, the Contractor shall supply the specified materials.

- B. Products and Installation

All products for the shelter and gazebo are listed on the plans and as follows. Contractor shall furnish listed products or approved equal.

- C. Washroom Building

#### **BASE BID**

#### **MANUFACTURER: CXT PRECAST, OR APPROVED EQUAL.**

1. Standard Denali precast concrete flush toilet building

Denali restroom is a double unit flush style restroom with board and batt upper wall siding, Napa Valley rock lower wall siding, cedar shake roof, interior and exterior lights, off loaded and set up at site. Include two (2) ADA water closets, two (2) lavatories, two (2) hand dryers, two (2) GFI outlets, two (2) exhaust fans, three (3) galvanized doors, one (1) Insta-Hot water heaters, interior and exterior lights and three (3) floor drains, with **STAINLESS STEEL** fixtures, pre-plumbed and pre-wired; ADA Drinking fountain, electronic timer lock system with panic bars, paint touch up kits; F.O.B. Hillsboro, Texas.

**ALL PLUMBING IS TESTED PRIOR TO SHIPMENT. HOOK-UP BY CUSTOMER MUST BE DONE AT DELIVERY AND WHILE A CXT REPRESENTATIVE IS ON SITE TO REPAIR ANY LEAKS WHICH MAY DEVELOP DURING TRANSPORTATION. ANY HOOK-UP DONE AFTER THIS TIME PERIOD, WHICH DEVELOPS MINOR LEAKS, WILL BECOME THE RESPONSIBILITY OF THE CONTRACTOR.**

**THE CONTRACTOR MUST HAVE A PLUMBER AND SITE GRADING EQUIPMENT ON-SITE IN THE EVENT ADJUSTMENTS MUST BE MADE DURING THE SETTING OF THE WASHROOM.**

**CXT INCORPORATED  
SPOKANE, WASHINGTON  
SPECIFICATIONS  
FOR DENALI STYLE  
FLUSH TOILET BUILDINGS**

**1.0 SCOPE**

This specification covers the construction and placing of the Denali precast concrete flush toilet building as produced by CXT Incorporated.

**2.0 SPECIFICATIONS**

ASTM C33 Concrete Aggregates

ASTM C39 Method of Test for Compressive Strength of Cylindrical Concrete Specimens

ASTM C94 Standard Specification for Ready-Mixed Concrete

ASTM C143 Method of Test for Slump of Concrete

ASTM C150 Standard Specification for Portland Cement

ASTM A185 Standard Specification for Steel Welded Wire Reinforcement, Plain, or Concrete

ASTM C192 Method of Making and Curing Test Specimens in the Laboratory

ASTM C231 Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method

ASTM C309 Standard Specifications for Liquid Membrane-Forming Compounds for Curing Concrete

ASTM C494 Standard Specification for Chemical Admixtures for Concrete

ASTM A615 Standard Specification for Deformed and Plain Carbon- Steel Bars for Concrete Reinforcement

ASTM C979 Standard Specification for Pigments for Integrally Colored Concrete

ACI 211.1 Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete

ACI 306 Cold Weather Concreting

ACI 318 Building Code Requirements Structural Concrete and Commentary (includes Errata)

PCI MNL 116 Quality Control for Plants and Production of Precast Prestressed Concrete Products

**3.0 MANUFACTURER CRITERIA**

The manufacturer supplying the requested precast concrete flush facility must meet the following:

A. Manufacturer must be ISO 9001 certified at the time of bid.

B. Manufacturing plant must be PCI certified at the time of bid.

C. Manufacturer must not have defaulted on any contract within the last five years.

D. Manufacturer must provide stamped, engineered drawings prior to acceptance.

E. Manufacturer must be pre-approved prior to bidding.

F. Manufacturer must show four examples of precast concrete flush facilities produced, installed and in use as an example of their ability to perform this contract.

Manufacturers meeting these criteria are:

CXT, Incorporated  
Spokane Industrial Park  
3808 North Sullivan Road, Building 7  
Spokane, WA 99216  
Phone: 800-696-5766

Decisions on "APPROVED EQUALS" shall be made by the OWNER in his best opinion and knowledge of the project.

#### **4.0 DESIGN CRITERIA**

The Denali has been designed to meet the following criteria. Calculations and Engineer's stamped drawings are available, for standard buildings, upon request by the customer and are for their sole and specific use only. The design criteria are to ensure that the Denali not only will withstand the forces of nature listed below but to provide protection from vandalism and other unforeseen hazards. Design criteria include 2006 IBC Code, 2006 IPC, 2008 NEC.

##### **A. Roof Snow Load**

1. The Denali is designed to withstand a 250 pounds per square foot snow load.

##### **B. Floor Load**

1. The Denali is designed to withstand 400 pounds per square foot floor load.

##### **C. Wind Load**

1. The Denali will withstand the effects of 150 mile per hour (3-second gust) wind exposure C.

##### **D. Additional Design Standards**

1. The washroom must be designed to meet the requirements of the sixty-inch turning radius inside toilet room specified by the American with Disabilities Act Requirements and Uniform Federal Accessibility Standards as of the date of these specifications.
2. The Denali is an all concrete design with a minimum 3/12 roof pitch.

#### **5.0 MATERIALS**

##### **A. Concrete - General**

The concrete mix design will be designed to ACI 211.1 to produce concrete of good workability.

1. Concrete will contain a minimum of 505 pounds of cement per cubic yard. Cement will be a low alkali type I/II or III conforming to ASTM C-150.
2. Coarse aggregates used in the concrete mix design will conform to ASTM C33 with the designated size of coarse aggregate #67.
3. Minimum water/cement ratio will not exceed .45.
4. Air-entraining admixtures will conform to ASTM C260. Water reducing admixtures will conform to ASTM C494, Type A.

##### **B. Colored Concrete**

1. Color additives will conform to ASTM C979. A 12"x12"x1" color sample will be available for customer approval.
2. The following will contain colored concrete:
  - a. Toilet building roof panels

- b. Building walls
- c. Screen panels
- 3. The same brand and type of color additive will be used throughout the manufacturing process.
- 4. All ingredients will be weighed and the mixing operation will be adequate to ensure uniform dispersion of the color.

#### **C. Cold Weather Concrete**

- 1. Cold weather concrete placement will be in accordance with ACI 306.
- 2. Concrete will not be placed if ambient temperature is expected to be below 35 degrees F. during the curing period unless heat is readily available to maintain the surface temperature of the concrete at least 45 degrees F.
- 3. Materials containing frost or lumps of frozen materials will not be used.

#### **D. Hot Weather Concrete**

The temperature of the concrete will not exceed 95 degrees F. at the time of placement. When the ambient reaches 90 degrees F. the concrete will be protected with moist covering.

#### **E. Concrete Reinforcement**

- 1. All reinforcing steel will conform to ASTM A615. All welded wire fabric will conform to ASTM A185.
- 2. All reinforcement will be new, free of dirt, oil, paint, grease, loose mill scale and loose or thick rust when placed.
- 3. Details not shown of drawings or specified will be to ACI318.
- 4. Steel reinforcement will be centered in the cross-sectional area of the walls and will have at least 1" of cover on the under surface of the floor and roof.
- 5. The maximum allowable variation for center-center spacing of reinforcing steel will be ½".
- 6. Full lengths of reinforcing steel will be used when possible. When splices are necessary on long runs, splices will be alternated from opposite sides of the components for adjacent steel bars. Lap bars #4 or smaller a minimum of 12". Lap bars larger than #4 a minimum of 24 bar diameters.
- 7. Reinforcing bars will be bent cold. No bars partially embedded in concrete will be field bent unless approved by the customer.

#### **F. Sealers and Curing Compounds**

- 1. Curing compounds, if used, will be colorless, complying with ASTM C309, type I or 1-D.
- 2. Weatherproofing sealer for exterior of building will be a clear water repellent penetrating sealer.

#### **G. Caulking, Grout, Adhesive and Sealer**

- 1. Caulking service temperatures from -40 to +140 degrees Fahrenheit.
- 2. Interior and exterior joints will be caulked with a paintable polyurethane sealant.
- 3. Grout will be a non-shrink type and will be painted to match the color of surrounding concrete as nearly as possible.
- 4. Cement base coating is formulated with a very fine aggregate system and a built in bonding agent.

#### **H. Paint**

- 1. All paints and materials will conform to all Federal specifications or be similar "top-of-the-line-

components". Paints will not contain more than .06 percent by weight of lead.

**2. Type of paints for toilets.**

**a. Inside concrete surfaces.**

- i. Interior floors will be a high solid single-component, chemical and urine resistant aliphatic moisture cure urethane that meets ADA requirements for slip resistance. The color will be gray.
- ii. Interior walls and ceilings will be a modified acrylic, water repellent penetrating stain. The color will be white followed by a clear acrylic anti-graffiti sealer.

**b. Metal surfaces both inside and out.**

I DTM ALKYD.

**c. Exterior concrete surfaces.**

- i. Exterior slab will be clear sealer.
- ii. Exterior walls and roof will be a water repellent penetrating stain in the same color as the walls or roof followed by a clear acrylic anti-graffiti sealer.

**I. Grab bars**

Grab bars will be 18 gauge, type 304 stainless steel with 1-1/2" clearance. Grab bars will each be able to withstand 300 pound top loading.

**J. Toilet Paper Dispenser**

Dispenser will be constructed of 1/4" thick, type 304 stainless steel. Dispenser will be capable of holding three (3) standard rolls of toilet paper. Toilet paper holder fastening system will be able to withstand 300 pound top loading.

**K. Steel Doors**

1. Doors will be flush panel type 1 3/4" thick, minimum 16 gauge galvanized steel, top painted with DTM ALKYD.
2. Door frames will be knockdown or welded type, single rabbet, minimum 16 gauge galvanized steel top painted with DTM ALKYD, width to suit wall thickness. Three (3) rubber door silencers will be provided on latch side of frame.
3. There shall be **NO VENTS** located in the doors.

**L. Door Hinges**

Door hinges will be 3 per door with dull chrome plating 4-1/2"x4-1/2", adjustable tension, automatic-closing for each door.

**M. Lockset**

4. Lockset will meet ANSI A156.2 Series 4000, Grade 1 cylindrical lockset for exterior door.
5. Lever handle both inside and out.
6. Either handle operates latch unless outside handle is locked by inside push button.
7. Push-button will automatically release when inside lever handle is turned or door is closed.
8. Emergency slot on exterior so door can be unlocked from the outside with a coin, screwdriver and etc.
9. Inside lever always active.
10. U.S. 26D finish.
11. Lockset shall be a magnetically controlled timer system for unattended operation. The inside

of the toilet room shall have a panic bar or button to allow opening of the door when locked.

**N. Optional Dead Bolt**

Deadbolt will be a Schlage standard model with a single cylinder, 2 ¾" backset, and 626 finish. The cylinder will be a standard B661P Schlage.

**O. Door Stop**

Doorstop will be a dome style stop meeting ANSI 156.16.

**P. Double Coat Hook**

Coat hook will be 304 stainless steel 16 gauge (1.5mm), formed construction with a satin finish and have 3/16"x 7/8" nail in anchor. Upper hook will extend at least 2-1/2" inches from the wall. Lower hook will extend at least 1-1/4" from the wall.

**Q. Mirror**

Mirror to be 18" x 36" stainless steel.

**R. Door Sweep**

Door sweep will be provided at the bottom of door and will be an adjustable brush type.

**S. Wall Vent**

Wall vent will be crank operated allowing the unit to be opened or closed. Crank will be removable. Wall vent frame will be cast into the concrete wall. The units' frame will be C3 x 4.1 channel steel. The louver frame and louvers will be 18 gauge zinc coated steel with baked enamel finish. Vent to come with insect screen.

**T. Windows**

1. Windows constructed from steel.
2. Window glazing will be 3/16" thick translucent pebble finished mar-resistant Lexan.

**U. Plumbing**

1. All fixtures to meet ANSI A112.19.2.
2. Waste and vent material will be ABS or PVC plastic and will be plumbed to meet Uniform Building Codes and local codes.
3. Water material will be copper tubing Type L, hard drawn. A gate valve shall will be provided at the inlet end of the water line. All water lines will be of a size to provide proper flushing action based on a nominal water pressure of 40 psi.
4. All plumbing will be concealed in the service area.
5. Toilet will be constructed of STAINLESS STEEL, wall hung, with siphon jet action. Toilet will have a back spud for a concealed flush valve connection and will be mounted with the top of the seat 17 inches above the finished floor. Seat will be heavy duty solid plastic with an open front. Optional stainless steel fixtures available.
6. Flush valve will be concealed closet flush-o-meter constructed of rough brass. Furnish valve with integral vacuum breaker and wall mounted push button. Valve will be of a water saver type with a flow of 1.6 gallons per flush.
7. Lavatory will be STAINLESS STEEL with back splashguard, front overflow opening, equipped with brass trap and drainpipe without stopper. Sink will be 20 inches wide x 18 inches front to back x 5 ¾ inches deep with ADA trap cover.
8. Water valve will be self-closing water set with indexed push button.
9. Hose bib available in the chase area.



10. A main shut-off valve and drain will be provided with plumbing.
11. Hammer arrester to be installed on water line.
12. Trap primer distribution unit shall be installed.
13. Instant-Flow tankless electric water heater. Temperature rise of 75 degrees at .5gpm with a temperature preset of 104 degrees.
14. Plumbing shall also include the required water meter and RPZ by Village requirements. The Contractor shall also install a solenoid controlled valve to control water flow to the Spray Pad. See Section 02700, 13150, and the plans for more information.

#### **V. Drinking Fountain**

The High / Low Drinking Fountain, MDF (Most Dependable Fountains) model # 475 SS shall be installed on the exterior wall between doors as shown.

#### **X. Electrical**

1. All components UL listed.
2. All electrical wiring will be in conduit, surface mounted in the service area and concealed in the user compartments. All wire will be copper.
3. A 200-amp NEMA 3R breaker panel will be provided and must be mounted on the EXTERIOR of the building to meet electrical code clearances.
4. The chase area will have, cast in both common walls, Lexan windows to allow light into each toilet room with one (1) 4-foot 3 bulb ceiling mounted low temperature ballast light fixture.
5. 2 exterior LED security lights, polycarbonate vandal resistant.
6. The hand dryer is an air compression type with remote motor unit. Push button switch located in cast nozzle housing with flexible hose connecting blower motor, housing and nozzle. Power input 120VAC, 7A (non-heated air).
7. Two GFI outlets located next to the sinks.
8. Two restroom area exhaust fans HVI certified, with 270 CFM speed controlled (control in chase area).
9. Lighting on the exterior of building will be photocell activated; interior will be motion activated; override switch in chase/utility room.

### **6.0 MANUFACTURE**

#### **A. Mixing and Delivery of Concrete**

Mixing and delivery of concrete will be in accordance with ASTM C94, section 10.6 through 10.9 with the following additions:

1. Aggregate and water will be adjusted to compensate for differences in the saturated surface-dry condition.
2. Concrete will be discharged as soon as possible after mixing is complete. This time will not exceed 30 minutes.

#### **B. Placing and Consolidating Concrete**

Concrete will be consolidated by the use of mechanical vibrators. Vibration will be sufficient to accomplish compaction but not to the point that segregation occurs.

#### **C. Finishing Concrete**

1. Interior floor and exterior slabs will be floated and troweled. A light broom finish will be applied to the exterior slabs.

2. All exterior building walls and exterior screen walls will be a barnwood texture (optional textures available).
3. All exterior surfaces of the roof panels will be cast to simulate a cedar shake roof. The underside of the overhang will have a smooth finish (optional roof textures available).

#### **D. Cracks and Patching**

1. Cracks in concrete components which are judged to affect the structural integrity of the building will be rejected.
2. Small holes, depressions and air voids will be patched with a suitable material. The patch will match the finish and texture of the surrounding surface.
3. Patching will not be allowed on defective areas if the structural integrity of the building is affected.

#### **E. Curing and Hardening Concrete**

1. Concrete surfaces will not be allowed to dry out from exposure to hot, dry weather during initial curing period.

### **7.0 FINISHING AND FABRICATION**

#### **A. Structural Joints**

1. Wall components will be joined together with two welded plate pairs at each joint. Each weld plate will be 6" long and located one pair in the top quarter and one pair in the bottom quarter of the seam. Weld plates will be anchored into the concrete panel and welded together with a continuous weld. The inside seams will be a paintable caulk. The outside seams will use a caulk in a coordinating building color or clear.
2. Walls and roof will be joined with weld plates, 3"x 6", at each building corner.
3. The joint between the floor slab and walls will be joined with a grout mixture on the inside, a matched colored caulk on the outside and two weld plates 6" long per wall.

#### **B. Painting/Staining**

1. An appropriate curing time will be allowed before paint is applied to concrete.
2. Some applications may require acid etching. A 30% solution of hydrochloric acid will be used, flushed with water and allowed to thoroughly air dry.
3. Painting will not be done outside in cold, frosty or damp weather.
4. Painting will not be done outside in winter unless the temperature is 50 degrees F. or higher.
5. Painting will not be done in dusty areas.
6. Schedule of finishes.
  - a. Inside concrete surfaces.
    - I Interior floors will be one coat of a high solid single-component, chemical and urine resistant aliphatic moisture cure urethane, that meets ADA requirements for slip resistance.
    - II Interior walls and ceilings will be 2 coats of a modified acrylic, water repellent penetrating stain, followed by 1 coat of clear sealer.
  - b. Metal surfaces both inside and out.
    - I 2 coats of DTM ALKYD.
  - c. Exterior concrete surfaces.
    - I Exterior slab will be 1 coat of clear sealer.

II Exterior walls will be 2 coats of water repellent penetrating stain in the same color as the walls or roof followed by 1 coat of clear acrylic anti-graffiti sealer.

## **8.0 TESTING**

- A. The following tests will be performed on concrete used in the manufacture of toilets. All testing will be performed in the CXT (PCI certified) laboratories. Testing will only be performed by qualified individuals who have been certified ACI Technician Grade 1. Sampling will be in accordance with ASTM C172.
1. The air content of the concrete will be checked per ASTM C231 on the first batch of concrete. The air content will be in the range of  $5.0 \pm 2\%$ .
  2. The compressive strength of the cylinders will be tested to ASTM C39. We will make one (1) cylinder for release, one (1) for 7 days and one (1) for 28 days. The release must be a minimum strength of 2500 psi, the 7-day must be a minimum of 4500 psi and the 28-day must be a minimum of 5000 psi.
  3. A copy of all test reports will be available to the customer as soon as 28-day test results are available.

## **9.0 INSTALLATION**

### **A. Scope of Work**

Work specified under this Section relates to the placement of the unit by CXT on customer prepared foundations.

### **B. Location**

It's the responsibility of the Contractor to:

1. Provide exact location by stakes or other approved method.
2. Provide clear and level site free of overhead and/or underground obstructions.
3. Provide access to the site for truck delivery and sufficient area for the crane to install and the equipment to perform the contract requirements.
4. Water, electrical, and sewage site connections to be placed per CXT drawings. Must be placed to easily connect to the building.

### **C. Compacting of sub-grade**

The bottom of the area must be compacted after it has been dug out. After the base has been placed, it must be compacted as well. The bearing of the soil and base should be a minimum of 1,500 pounds per square foot.

### **D. Aggregate Base and compaction**

After compacting the bottom of the area, a minimum of six inches (6") of a compacted,  $\frac{3}{4}$ " minus material base of gravel (i.e. road base) should be placed for support, leveling and drainage purposes. Compact to 95% standard proctor density. The base also limits frost action. The base must be confined so as to prevent washout, erosion or any other undermining.

### **E. Access to Site**

Delivery to site made on normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck and equipment due to weather, physical constraints, roadway width or grade, CXT may require an alternate site with better access provided to ensure a safe and quality installation. In any such case, additional costs for cranes, trucking, and etc. will be charged to the account of the customer.

## **10.0 WARRANTY—PRECAST DIVISION**

CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plant, Spokane, Washington and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgement of CXT, to adversely affect the stability or reliability thereof;
2. To any goods which have been subject to misuse, negligence, acts of God or accidents or
3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

#### **11.0 DISCLAIMER OF OTHER WARRANTIES**

The warranty set forth above is in lieu of all other warranties, express or implied. All other warranties are hereby disclaimed. CXT makes no other warranty, express or implied, including, without limitation, no warranty of merchantability of fitness for a particular purpose or use.

#### **12.0 LIMITATION OF REMEDIES**

In the event of any breach of any obligation hereunder, breach of any warranty regarding the goods or any negligent act or omission or any party, the parties shall otherwise have all rights and remedies available at law; however, IN NO EVENT SHALL CXT BE SUBJECT TO OR LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

### **PART III - EXECUTION**

#### **3.01 CONSTRUCTION OF WASHROOM**

##### **A. Washroom**

The contractor shall be responsible for, but not limited to, furnishing and transporting all materials, equipment and labor necessary for the following site work as shown on the plans:

1. Installation
  - a. ALTERNATE: Washroom base foundation and footing
    - i. Contractor shall construct a concrete trench foundation wall, 8" wide x 42" deep with widened 12" base for setting the building and in conjunction with CXT requirements. Coordinate with CXT. Place rebar as required per local codes. Provide inspection approval from the Village.
  - b. The Contractor shall prepare the aggregate building pad and all utility work below the pad per CXT prints and local codes. Utilities shall be stubbed up 12" above the pad to allow a licensed contractor to hookup all utilities. The crane will arrive and set up next to the pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the building systematically pull up right next to the crane and offload onto the site. Any requirements to lift the

building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. The installation crew will then hookup customer utilities.

2. ALL PLUMBING IS TESTED PRIOR TO SHIPMENT. HOOK-UP BY CUSTOMER MUST BE DONE AT DELIVERY **AND** WHILE A CXT REPRESENTATIVE IS ON SITE TO REPAIR ANY LEAKS WHICH MAY DEVELOP DURING TRANSPORTATION. **ANY HOOK-UP DONE AFTER THIS TIME PERIOD, WHICH DEVELOPS MINOR LEAKS, WILL BECOME THE RESPONSIBILITY OF THE CONTRACTOR.**
3. **THE CONTRACTOR MUST HAVE A PLUMBER AND SITE GRADING EQUIPMENT ON-SITE IN THE EVENT ADJUSTMENTS MUST BE MADE DURING THE SETTING OF THE WASHROOM.**
  - a. Please note: additional time and any special equipment needed by the installation crew for unscheduled site work will be billed to the CONTRACTOR. This work must be approved by Customer Field Representative by signing the Additional Work Required section on the Building Acceptance Form.
  - b. Contractor **MUST** use our lifting/rigging arrangements. The CXT arrangements will help prevent damage to the building. CXT will not take responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/rigging arrangements.
4. Contractor shall hook up all plumbing, including the specified water meter and RPZ and verify that the water system is operational with no leaks. **See Section 02700 for utility specifications.**
5. Contractor shall connect all electrical services as shown. **See Section 016000 for electrical specifications.**
6. Inspections / Municipal Requirements
  - a. Contractor must coordinate with the Parks Department and Village of Willowbrook for all inspections as required.

#### B. Basis of Payment

1. The construction of the Washroom Building shall be paid for at the contract Lump Sum Price for the complete and finished structure as shown and as specified on the plans, which price shall include all materials, reinforced concrete slab and foundation, concrete footing piers, labor, and equipment necessary to complete the work.

**END OF SECTION**

**DIVISION 16 - ELECTRICAL****SECTION 016000 ELECTRICAL CONSTRUCTION****PART I - GENERAL CONDITIONS****A. GENERAL - Scope**

This work shall consist of the following:

1. Furnish and installation of approx. 75 Lin. Ft. underground conduit and wiring and feeder for new 200 amp single phase 120/240 V subpanel for the prefabricated washroom building as shown.
2. Investigate and run new electric circuits from washroom to existing security light and pond aerators . Run new circuits for the new shelter and pathway lighting as shown on the plans.
3. Installation of new pathway lighting poles and fixtures as specified with allowance for the purchase of the poles and fixtures.
4. Installation of security lights inside shelter as specified – See Section 06100.

**B. RELATED WORK**

1. Work performed under this section is subject to all the provisions of the "Information for Bidders, "Bid Proposal Form", "General Conditions", and "General Special Provisions" of the contract.

**C. CONTRACTOR'S DUTIES**

All work performed under this contract shall be performed in accordance with all provisions of these specifications and drawings, and in accordance with the applicable building codes of the Village of Summit and the State of Illinois. Any deviations from the specifications or plans must be approved in writing by the owner or his representative. The contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspection. The contractor shall immediately upon discovery, bring to the attention of the owner any conflicts which may occur among the various provisions of the specifications and plans. The owner shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the contractor due to such conflict. Failure of the contractor to bring conflicts or exceptions to the attention of the owner shall allow the owner to require any changes deemed necessary before acceptance by the owner.

**D. ELECTRICAL POWER SUPPLY**

Existing electric service is located on the Com Ed pole on the north property line. Adjust new service to pole farther west. It is the responsibility of the Contractor to coordinate work with the Village of Willowbrook and Com Ed.

## PART II - PRODUCTS

### 2.01 - MATERIALS

#### A. MATERIALS

All materials supplied by the contractor under the provisions of these specifications and plans shall be new materials of the kind and character called for by the specifications. Defective equipment or material damaged in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the owner. All materials and equipment to be furnished under these specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.

1. Wiring and Overcurrent Protection - All wiring and fixtures shall meet National Electrical Code and be UL Listed.
2. Special Conditions (For all equipment, either furnished by Contractor or Washroom company)
  - a. Codes - All panels, connections, and luminaire assemblies shall be UL listed and meet National Electrical Codes.
  - b. Manufacturer's Warranty – All equipment shall be warranted in writing by the manufacturer for a period of two years and shall be submitted with the bid. Any parts that shall be found defective shall be replaced free of any material or labor charges to the customer.
  - c. Lamps shall be warranted not to fail for one year from installation date. Lamps which fail during this warranty period will be replaced and installed at no cost to the owner. Lamps which fail during the second 12 months will be replaced, but not installed by the manufacturer.
  - d. Replacement Parts - The Contractor shall furnish to the Owner 1 extra lamps for each type of lighting in the specifications.

#### B. ALTERNATE MATERIALS

The materials specified have been determined to have characteristics appropriate for the purposes of this project. Unless the clause "or equal" is used in the specifications pertaining to the material or article, only the specified item pertaining to the material or article, only the specified item shall be used. In the event, however, that the clause "or equal" is used in the specifications pertaining to the material or article, the use of an alternate article other than that specified must be submitted on the substitution bid sheet. The merit of proposed substitutions shall be determined solely by the owner.

#### C. SUBMITTAL OF PLANS AND SPECIFICATIONS

**Before commencing work, the contractor shall submit for approval two copies of the complete information and installation plans covering all materials and equipment that he proposes to furnish.** Said submittals shall be accompanied by a letter of transmittal listing the information being submitted and identifying its compliance with the provisions of this specification. The contractor shall commence no work nor purchase any materials prior to the approval of the submittals, except at the contractor's risk. Approval of the submittals by the owner shall not be considered a waiver of any provisions of the specifications nor shall they be construed to permit a waiver from any of the performance criteria required at the final inspection. Upon completion of the work, the contractor shall provide the owner with a final set of drawings or manual showing the circuitry of the panel board and electrical system as installed.

#### D. CODES, PERMITS AND LICENSES

All work shall comply with the applicable rules of the National Electrical Code, the National Electrical Safety Code, the National Fire Codes (published by the National Fire Protection Association), codes and ordinances of the Village of Willowbrook and the State of Illinois, and the terms or provisions of the services of the electrical utility, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provisions of this specification shall be construed as waiving any of the rules, regulations or requirements of these authorities.

**The Village shall pay for required site construction permits. The contractor shall procure all necessary inspections, and licenses to carry out his work, and shall pay the lawful fees therefore required, as well as for any inspection fee or the cost of any certificate of approval. All electrical materials used shall be Underwriter Laboratory listed.**

NOTE: In any instance where these specifications call for materials for construction of a better quality or larger size than required by the codes, the provisions of these specifications shall take precedence. The codes shall govern in the case of direct conflict between the codes and the plans and the specifications.

#### E. FINAL APPROVAL

The entire electrical system(s) shall be tested by the contractor in the presence of the Owner. Every local switch, panel board breaker and safety switch shall be operated under load conditions. Every fixture shall be lighted and all special outlets and equipment tested and operated. Any defects in workmanship, material or equipment, or any ground or short circuits shall be corrected by the contractor before final acceptance.

#### F. EQUIPMENT SPECIFICATIONS

1. See plans.
2. The new electrical panel will be furnished with the washroom, and will be exterior mounted. The Constructor shall install the new underground service and meter socket.

### **PART III EXECUTION**

#### **3.01 – MAIN SERVICE TO WASHROOM BUILDING, AND INTERIOR WIRING**

##### A. Installation

1. The Contractor shall install the new underground service and wiring to the required exterior panel in the washroom building. The sub-panel and circuit breakers for the existing security light and pond aerators shall be re-used as exists, and re-fed from the new washroom panel.
2. The Contractor shall install additional circuits and conduits as shown for branch circuits to the security and path lights.
3. Place expansion material around service conduit and do not allow concrete to adhere to pipe.
4. The Contractor shall leave sufficient wire at the top of the pole for ComEd hookup per ComEd requirements. Wiring shall be sized and typed per NEC codes.
5. All work shall be run in PVC conduits. Any conduits that must be exposed shall be approved galvanized hard wall.
6. All work shall adhere to local codes and requirements, and shall be installed by an Illinois Registered Electrician.



#### B. Basis of Payment

Installation of the Electrical Services and systems as contemplated herein will be paid at the contract unit price Lump Sum, or as part of a Lump Sum price as specified in Section 06100, which prices shall include all enclosures and panels, meter socket, cable and wiring, conduit, and all materials, labor and equipment to complete the work as specified herein and on the drawings.

### 3.02 – PATHWAY AND SECURITY LIGHTS

#### A. Installation

1. The Contractor shall install the underground service, conduits, hand holes, and wiring, and required breakers for the new pathway and shelter security lights and outlets.
2. Install pathway lights with additional circuits for 120V power. (Shown as an allowance, fixtures not yet selected).
3. RE-install a single feeder to the existing security light panel as shown. Ensure operation of the existing pond aerators as shown on the plans.
4. Contractor shall wire the security lights and outlets in the shelter as specified. See Section 06100. No exposed conduits shall be allowed.

#### B. Basis of Payment

Installation of the Electrical Services and systems for the pathway and security lights as contemplated herein will be paid at the contract unit price Lump Sum, or as part of a Lump Sum price as specified in Section 06100, which prices shall include all enclosures and panels, meter socket, cable and wiring, conduit, and all materials, labor and equipment to complete the work as specified herein and on the drawings.

**END OF SECTION**

MINUTES OF THE REGULAR MEETING OF THE BOARD OF POLICE COMMISSIONERS  
HELD ON FEBRUARY 17, 2017 AT THE VILLAGE HALL, 835 MIDWAY DRIVE,  
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

The meeting was called to order by Chairman Schuler at the hour of  
8:00 a.m.

2. ROLL CALL

Those present at roll call were Chairman William Schuler, Secretary  
Stephen Landsman (via teleconference), and Commissioner Joseph  
Heery.

ABSENT: None

Also present were Administrator Tim Halik, Chief of Police Mark  
Shelton and Executive Secretary Cindy Stuchl.

A QUORUM WAS DECLARED

3. VISITORS' BUSINESS

None presented.

4. OMNIBUS VOTE AGENDA

- a. Review and Approve Minutes - Regular BOPC Meeting -  
January 20, 2017

The Commission reviewed the Omnibus Vote Agenda.

MOTION: Made by Commissioner Heery, seconded by Secretary  
Landsman, to approve the Omnibus Vote Agenda as presented.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. COMMUNICATIONS

None presented.

6. UNFINISHED BUSINESS

None presented.

7. NEW BUSINESS

- a. DISCUSSION - WRITTEN EXAMINATION - Overview Patrol Officer Orientation and Written exam

Chief Shelton related that 53 applications were purchased from the I/O Solutions website. 39 applicants took the written examination, with 25 persons passing the test. Chief Shelton advised that approximately 52% of the applicants taking the test were from a protected class.

Chief Shelton stated that the number of applicants is low but this has been the trend nationwide due to the recent atmosphere of the police field.

Chairman Schuler related that I/O Solutions conducted the testing in a professional and smooth manner.

- b. APPROVAL - Initial Officer Eligibility List

Chairman Schuler related that the wording of the title on the eligibility list presented did not match the wording in the BOPC Rules and Regulations. The title on the list was changed to "Initial Eligibility Register".

MOTION: Made by Commissioner Heery, seconded by Secretary Landsman, to approve Initial Eligibility Register as amended.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

- c. DISCUSSION - ORAL INTERVIEW - Location, Schedule, Greeter(s), Documentation, Results Compilation

Chairman Schuler confirmed that the oral interviews will occur at the Village Hall, upper conference room. The meeting will begin at 7:55 a.m. with interviews beginning at 8:00 a.m. in 20-minute intervals.

Chairman Schuler questioned how the results will be compiled. Chief Shelton related that the scores will be forwarded to I/O Solutions to complete. Chief Shelton reminded the Commission that applicants have until February 27<sup>th</sup> to turn in any preference points.

8. CLOSED SESSION

- a. DISCUSSION - Pursuant to 5 ILCS 120/2(c)(21) Regarding Previously Approved Minutes of Meetings That Were Lawfully Closed Under the Open Meetings Act For the Purpose of a Semi-Annual Review of Said Minutes As Mandated by 5 ILCS 120/2.06(d), For Purposes of Possible Release
- b. Appointment, Employment, Compensation, Performance of a Specific Employee Pursuant to 5 ILCS 120/2(c)(1)

RECESS INTO CLOSED SESSION

MOTION: Made by Commissioner Heery and seconded by Secretary Landsman to recess into Closed Session at the hour of 8:19 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

The Commission reconvened the Regular Meeting at the hour of 9:02 a.m.

9. RESOLUTION - A RESOLUTION MAKING A DETERMINATION RELATIVE TO THE RELEASE OF CLOSED SESSION MINUTES PURSUANT TO THE ILLINOIS OPEN MEETINGS ACT

MOTION: Made by Commissioner Heery and seconded by Secretary Landsman to adopt Resolution No. 17-BOPC-R-01 as presented.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

Chairman Schuler asked all present if there was any additional business or information to bring before the Board. None was offered.

10. ADJOURNMENT

MOTION: Made by Secretary Landsman, seconded by Commissioner Heery, to adjourn the meeting at the hour of 9:04 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

March 17 , 2017

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Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF POLICE COMMISSIONERS  
HELD ON FEBRUARY 25, 2017 AT THE VILLAGE HALL, 835 MIDWAY DRIVE,  
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

The meeting was called to order by Chairman Schuler at the hour of 7:55 a.m.

2. ROLL CALL

Those present at roll call were Chairman William Schuler, Secretary Stephen Landsman, and Commissioner Joseph Heery.

ABSENT: None

Also present was Executive Secretary Cindy Stuchl.

A QUORUM WAS DECLARED

3. VISITORS' BUSINESS

None presented.

4. CLOSED SESSION

- a. Appointment, Employment, Compensation, Performance of a Specific Employee Pursuant to 5 ILCS 120/2(c)(1)

RECESS INTO CLOSED SESSION

MOTION: Made by Commissioner Heery and seconded by Secretary Landsman to recess into Closed Session at the hour of 7:59 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

The Commission reconvened the Special Meeting at the hour of 11:31 a.m. for a lunch break.

RETURN INTO CLOSED SESSION

MOTION: Made by Commissioner Heery and seconded by Secretary Landsman to return into Closed Session at the hour of 12:05 p.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

The Commission reconvened the Special Meeting at the hour of 4:26 p.m.

5. ADJOURNMENT

MOTION: Made by Commissioner Heery, seconded by Chairman Schuler, to adjourn the meeting at the hour of 4:33 p.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

March 17 , 20 17

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Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE REGULAR MEETING OF THE FINANCE AND ADMINISTRATION COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, FEBRUARY 13, 2017 AT 5:30 P.M. AT THE VILLAGE HALL, 835 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS.

**1. CALL TO ORDER**

The meeting was called to order by Chairman Davi at 5:30 p.m.

**2. ROLL CALL**

Those present at roll call were Chairman Umberto Davi, Trustee Gayle Neal and Director of Finance Carrie Dittman.

**3. APPROVAL OF MINUTES**

Minutes of the Regular Finance/Administration Committee held on Monday, January 9, 2017 were reviewed.

Motion to approve made by Chairman Davi, seconded by Trustee Neal. Motion carried.

**4. REPORT – GFOA Budget Award Recipient**

Director Dittman noted that the Village had submitted its FY 2016/17 budget to the Government Finance Officers Association (GFOA) in August 2016 for consideration for the Distinguished Budget Presentation Award. The Village was notified on January 19, 2017 that the Village received the award, which reflects the commitment of the Village and staff to meeting the highest principles of governmental budgeting. In order to receive the award, the Village had to satisfy nationally recognized guidelines for effective budget presentation. Only 1,565 participants throughout North America received this award for the most recent year. The award was the 15<sup>th</sup> consecutive budget award the Village of Willowbrook has received.

Village staff are currently preparing the budget for FY 2017/18, and plan to submit that to GFOA for consideration as well.

The Committee accepted the report.

**5. REPORT – Monthly Disbursement Reports – January 2017**

The Committee reviewed and accepted the disbursement reports for the month of January and key items are highlighted below:

- Total cash outlay for all Village funds – \$1,472,885. Fiscal Year to Date is \$12,303,585.
- Payroll for active employees including all funds - \$300,427 (2 payrolls). The average payroll for the year was \$150,524, which is a 12.86% decrease from the prior fiscal year.
- Average daily outlay of cash for all Village funds – \$47,512. Fiscal year to date daily average is \$44,639.
- Average daily expenditures for the General Fund only - \$32,341. Fiscal year to date average is \$25,238.



**6. REPORT – Sales Tax, Income Tax, Utility Tax, Places of Eating Tax, Fines, Red Light Fines, Building Permits, Water Revenues, Hotel/Motel Tax and Motor Fuel Tax**

All revenues are fiscal year to date collections through January 31, 2017 (unaudited):

- Sales tax receipts - \$2,826,367 up 0.11% from the prior year. Trending 5.3% over budget.
- Income Tax receipts - \$592,132 down 13.15% compared to the prior year, 6.8% over budget. IDOR has communicated to DMMC that this is due to “an accounting change” and it affects all municipalities, but IDOR has not given further details about the accounting change or if it will be ongoing.
- Utility tax receipts - \$707,451 down 0.04% from the prior year, 2.8% under budget, consisting of:
  - Telecomm tax - \$297,508, down 6.88%.
  - Northern IL gas - \$77,137, up 11.61%
  - ComEd - \$335,870, up 4.44%
- Places of Eating Tax receipts - \$381,014 down 4.15% compared to the prior year, trending 4.6% over budget.
- Fines - \$120,732 up 22.16% compared with the prior year, 24.97% over budget. Fines come from County distributions and also local fine tickets written by Village police officers.
- Red Light Fines – \$601,504 up 184.19% from the prior year receipts (in the prior year the cameras were down due to road construction and camera maintenance), trending 107.4% above budget. The budget for the first 4 months of FY 2016/17 was reduced due to the Rt. 83/63<sup>rd</sup> St. intersection cameras being out of service due to the road construction project. Those cameras are still down with no anticipated “go live” date yet given by ATS or IDOT.
- Building Permit receipts - \$431,104 up 42.53% from the prior year, 133.50% above budget.
- Water sales receipts - \$2,809,102 up 11.4% from the prior year, 3.68% above budget.
- Hotel/Motel Tax receipts - \$195,804 up 17.04% compared with the prior year. May & June 2015 collections (from April & May 2015 tax receipts) were still taxed at 1%. The hotel/motel tax rate increased to 5% effective June 1, 2015. Three of the four hotels are open and active. The revenue is trending at 2.3% higher than budget.
- Motor Fuel Tax receipts - \$163,919 down 0.87% compared with the prior year, 1.9% below budget.

The reports above were approved by Chairman Davi and Trustee Neal.

**7. VISITOR’S BUSINESS**

There were no visitors present at the meeting.

**8. COMMUNICATIONS**

Director Dittman noted that she received an inquiry from a resident on the new business district tax that went into effect January 1, 2017. They provided a sales receipt from a restaurant in the business district and Director Dittman verified that the tax collected was the correct percentage.

A second communication was received from a resident who purchased a phone at the Verizon store in the Village located at Rt. 83 & 75<sup>th</sup> Street, who noted that his bill showed a 1.00% sales tax charge from the City of Darien. Director Dittman collected additional information from the resident and sent a formal request to the Illinois Department of Revenue to look into the possible error.

## **9. ADJOURNMENT**

Motion to adjourn at 5:58 p.m. was made by Chairman Davi, seconded by Trustee Neal. Motion carried.

(Minutes transcribed by: Carrie Dittman, 3/6/2017)

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES  
COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY,  
FEBRUARY 13, 2017 AT THE VILLAGE HALL, 835 MIDWAY DRIVE, IN  
THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

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1. CALL TO ORDER

Chairman Mistele called the meeting to order at 5:30 PM.

2. ROLL CALL

Those present at roll call were Chairman Michael Mistele, Trustee Paul Oggerino, and Village Administrator Tim Halik. Absent: None.

3. APPROVAL OF MINUTES

- a) After review of the draft minutes from the January 9, 2017 regular meeting of the Municipal Services Committee, Chairman Mistele made a motion to approve the minutes as presented. Trustee Oggerino seconded the motion. Motion Carried

4. DISCUSSION – Bid Results: Village Hall 500,000 Gallon Spheroid Tank Painting and Rehabilitation Project

Administrator Halik reminded the Committee that on January 9, 2017, the Municipal Services Committee authorized staff to complete a public bid process to solicit sealed bids for the re-coating of the Village's 500,000-gallon spheroid water tower located within the municipal campus. The advertisement for bids notice was published in the January 12th and January 16, 2017 edition of the Chicago Sun-Times newspaper. The deadline to submit completed bids was January 26, 2017 by 10:00 AM, at which time all bids were opened. Six bids were received prior to the deadline with the lowest bid submitted by Tecorp, Inc., in the amount of \$505,700. Halik advised that Tecorp, Inc. is a familiar company that has successfully completed similar water tank rehabilitation projects for Crystal Lake, Arlington Heights, Matteson, New Lenox, DuPage County, Lockport, Geneva, and Calumet City. Halik further advised that the bid price received for our project of \$505,700 is \$290,700 lower than the engineer's bid estimate of \$796,400. Halik advised that staff recommends that the bid submitted by Tecorp, Inc. be accepted, and that this item is included on the Board's agenda for their meeting this evening. The Committee's recommendation was to award the project to Tecorp, Inc.

5. DISCUSSION – Professional Services for Construction Observation, Village Hall Water Tank Painting and Rehabilitation Project – CBBEL Proposal

Administrator Halik advised the Committee that as part of the completion of the Village Hall water tank painting project, shop drawings must be reviewed by the Village Engineering Consultant and the actual work will be monitored by a part-time Resident Engineer for the full 16-week project duration. Halik advised that staff requested a proposal for professional engineering services from Christopher B. Burke Engineering, Ltd. to complete this work. CBBEL offered an estimated fee of \$19,000, which is the same amount they offered in the spring of 2015 to complete the construction observation of the 67th Street tank. Halik shared

that the proposal, General Terms and Conditions, and First Amendment to the General Terms and Conditions for this project have been reviewed and approved by the Village Attorney, and that this item will also be considered at tonight's Village Board meeting. The Committee concurred with staff's recommendation to accept the proposal from CBBEL.

6. REPORT – Police Building Expansion/Renovation, Progress Update

Administrator Halik shared with the Committee a two-page progress report on the police station construction that was prepared by Christine Keltner of Integrated Project Management, Burr Ridge. Halik highlighted areas of the report containing key accomplishments, budget tracking, schedule updates, upcoming activities, and current issues/risks for the period in which the particular report covers.

7. REPORT – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity reports for the month of January 2017. Halik advised that the Village received about \$40,000 in permit revenue for the month. The total amount collected to date represents about 189% of the total budgeted amount of revenue for fiscal year 2016/17, indicating that it has been a very busy construction year.
- b. Administrator Halik shared the water system pumpage report for December 2016. The report indicates that the Village pumped 26,581,000 gallons of water in the month. The total amount of water pumped so far this fiscal year is slightly below the amount that was pumped in the same time period of FY 2015/16. However, we are still on-track to reach the FY2016/17 pumpage projection of 350,000,000 gallons.
- c. Administrator Halik shared the January 2017 scavenger report, and advised that the report was for informational purposes only.

8. VISITOR'S BUSINESS

(None)

9. COMMUNICATIONS

(None)

10. ADJOURNMENT

Motion to adjourn was made by Chairman Mistele. Seconded by Trustee Oggerino. The meeting was adjourned at 6:10 PM.

(Minutes transcribed by: Tim Halik, 3/8/17)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION  
HELD ON TUESDAY, FEBRUARY 7, 2017, AT THE VILLAGE HALL, 835 MIDWAY DRIVE,  
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Cobb called the meeting to order at the hour of 7:01 p.m.

2. ROLL CALL

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

ABSENT: Commissioners Catherine Kaczmarek and Rene Schuurman

Also present was Temporary Interim Superintendent of Parks and Recreation John Fenske.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – JANUARY 10, 2017

The Commission reviewed the January 10, 2017 minutes.

MOTION: A Motion was made by Commissioner Pionke and seconded by Commissioner Grimsby to approve the January 10, 2017 minutes as presented.

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

MOTION DECLARED CARRIED

4. REPORT – STATUS UPDATE: WILLOW POND PARK RENOVATION PROJECT

Interim Superintendent Fenske related that renovations are scheduled to begin in April. The entire park will be fenced off and no one will be allowed access. Tentative completion date is in September. Interim Superintendent Fenske advised that he will have signs posted that will relate to a new park is coming soon.

5. REPORT – STATUS UPDATE: COMPLETION OF LAKE HINSDALE PARK IMPROVEMENTS

Interim Superintendent Fenske advised that Lake Hinsdale Park has been completed and has been reopened. Chairman Cobb advised that the commissioners should go on a Village-wide park tour in the summer.

The commissioners suggested that a ribbon cutting be held in May. The commissioners asked that the fence be painted around the park prior to the ribbon cutting.

6. DISCUSSION – SPECIAL EVENT UPDATES/PLANNING:

a. Easter Egg Hunt – Saturday, April 15, 2017

Interim Superintendent Fenske will be placing an order for the plastic eggs. He advised that he has approximately 2,000 eggs that were donated back to the Village after last year's event.

b. 2017 Spring Fling – May 7, 2017

Interim Superintendent Fenske related that Commissioner Schuurman is still the chairman of the 5K race. The Race Director's Guide has been updated. Face painter, DJ, bounce houses have been reserved. Interim Superintendent Fenske advised that donations are coming in slow at this time. He has received approximately \$1,200 in sponsorship money.

Interim Superintendent Fenske stated that donation letters were sent out to the Willowbrook/Burr Ridge Chamber of Commerce members.

7. VISITORS' BUSINESS

None presented.

8. COMMUNICATIONS

Commissioner Stetina advised that he has been talked with Mayor Trilla about hosting a celebration for the 40<sup>th</sup> Year of the Parks Department over the summer. Suggestion was made to coincide the celebration with the reopening of Willow Pond Park.

It was requested that discussion begin on a wish list of what types of park programs should be included once the Community Resource Center is renovated. Interim Superintendent advised that it will be placed on the next Commission meeting agenda.

9. ADJOURNMENT

MOTION: Made by Commissioner Stetina, seconded by Commissioner Grimsby to adjourn the meeting at the hour of 7:33 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

March 7, 2017

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Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

## AGENDA

Minutes of the Public Safety Committee of the Village of Willowbrook that was held on February 13<sup>th</sup>, 2017 at 5:30 p.m. at the Willowbrook Village Hall, 835 Midway Drive, in the Village of Willowbrook, DuPage County, Illinois.

### CALL TO ORDER

*The meeting was called to order at 5:30 p.m.*

### ROLL CALL

*Those present at roll call were Chief Mark Shelton, Chairman of the Public Safety Committee Terrence Kelly, and Trustee Sue Berglund.*

1. Reviewed the January 9<sup>th</sup>, 2017 Public Safety Committee Meeting Minutes.  
*The Committee approved the January 9<sup>th</sup>, 2017 Public Safety Committee Meeting Minutes.*
2. Reviewed the Weekly Press Releases – Information.
3. Reviewed the Overtime Report for 10/10/2016-11/06/2016, 11/07/2016-12/04/2016, 12/05/2016-01/01/2017, and 01/02/2017-01/29/2017 - Information.
4. Reviewed the Monthly Expenditure Report for January 2017 – Information.  
*Chairman Kelly commented on the available funds in the vehicle maintenance account and the gas/fuel account at this time in the 2017 budget.*
5. Reviewed the Monthly Offense Summary Report for January 2017 - Information.  
*The Committee recognized the activity of Officer Rosal and Sergeant Svehla.*
6. Reviewed the Letter(s) of Recognition and Appreciation – Information.
  - Officer Nick Volek
  - Officer Jimmy Martino
  - Officer Jose Lopez
  - Officer Nick Volek and K-9 Artos

### 7. DISCUSSION ITEMS

- Supervisory Staff Training  
*Chief Shelton discussed with the Committee the supervisory training for current Sergeants. The Committee advised the Chief that they are recommending that each Sergeant attend and successfully complete Staff and Command school. It was noted that Sergeant Svehla, the most senior Sergeant, has not attended this training. Chief Shelton advised the Committee that after Sergeant Svehla was promoted, staffing was reduced and scheduling was very limited. Now that we are at full staff all Sergeants will be scheduled for the 10-week Staff and Command class. The Committee recommended that Sergeant Svehla attend the Staff and Command training as soon as possible. Chief Shelton advised the Committee that currently Deputy Chief Schaller is attending the 10-week training. Chief Shelton also advised the Committee that Sergeant Strugala is currently scheduled to attend the September 2017 Staff and Command training. Committee members advised that they would like the most senior Sergeant to attend this training class. Chief Shelton advised the Committee he could schedule Sergeant Svehla to take Sergeant Strugala's*



*position and then send Sergeant Strugala to the training class in 2018.*

*Chief Shelton advised the Committee that when the Chief or Deputy Chief are out of the office and Sergeant Svehla is on duty or on a rare occasion when both the Chief and Deputy Chief are out of the State, Sergeant Svehla, being the most senior officer, is in charge of the Police Department. Both Committee members agreed and recommended that Sergeant Svehla should attend the Staff and Command training class in September of this year.*

- Patrol Activities

*Chief Shelton commented on Officer Vanderjack's initiated activities which resulted in the recovery of a stolen motor vehicle. The occupants of this vehicle were charged and arrested for drug possession, open alcohol and warrants. Officer Vanderjack is currently assigned to the midnight shift and is doing very well.*

*Officer Rosal's traffic enforcement and Officer Kolodziej's attention to parking violations were also noticed by the Committee.*

- Operation Shattered Peer Support Team (OSSPS)

*Chief Shelton explained about a service he has introduced and presented to each shift called OSSPS (Operation Shattered Peer Support Team). This is a confidential peer support program presented by a retired Sergeant from the Hinsdale Police Department. It is a wellness support training team. This team provides encouragement, comfort and advice for Officers to be proactive for all Officers.*

8. \* VISITOR'S BUSINESS (Public comment is limited to three minutes per person).

9. ADJOURNMENT

*The meeting was adjourned at 5:58 p.m.*

NEXT MEETING SCHEDULED MARCH 13<sup>TH</sup>, 2017, AT 5:30 P.M.