

A G E N D A

REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, MARCH 23, 2009, AT 7:30 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. OMNIBUS VOTE AGENDA
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - March 9, 2009 (APPROVE)
 - c. Warrants - March 23, 2009 - \$111,802.52 (APPROVE)
 - d. APPLICATION FOR LICENSE TO HOLD A RAFFLE - TEEN PARENT CONNECTION - APRIL 24, 2009 (APPROVE)
 - e. APPLICATION FOR LICENSE TO HOLD A RAFFLE - GOWER FOUNDATION FOR EXCELLENCE - MAY 4-JUNE 1, 2009 (APPROVE)
 - f. MOTION TO APPROVE - PUBLIC WORKS FACILITY CONSTRUCTION CONTRACT: PAYOUT #6 - PARTIAL PAYMENT, FBG CONSTRUCTION CORPORATION - \$68,400.00 (APPROVE)
 - g. RESOLUTION NO. 09-R-10 - A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT - LANDSCAPE FERTILIZATION SERVICES - BETWEEN THE VILLAGE OF WILLOWBROOK AND SPRING GREEN LAWN AND TREE CARE (ADOPT)
 - h. RESOLUTION NO. 09-R-11 - A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT - LANDSCAPE MAINTENANCE SERVICES - BETWEEN THE VILLAGE OF WILLOWBROOK AND FALCO'S LANDSCAPING (ADOPT)
 - i. RESOLUTION NO. 09-R-12 - A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A CERTAIN AGREEMENT - MOSQUITO ABATEMENT SERVICES - BETWEEN THE VILLAGE OF WILLOWBROOK AND CLARKE MOSQUITO CONTROL, INC. (ADOPT)

- j. RESOLUTION NO. 09-R-13 - A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT - JANITORIAL SERVICES - BETWEEN THE VILLAGE OF WILLOWBROOK AND BEST QUALITY CLEANING, INC. (ADOPT)
- k. RESOLUTION NO. 09-R-14 - A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. (ADOPT)

NEW BUSINESS

- 5. VISITOR'S BUSINESS (Public comment is limited to three minutes per person)
- 6. DELINQUENT WATER BILLS
- 7. ORDINANCE - AN ORDINANCE PROVIDING FOR THE OFFICIAL ZONING MAP OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS
- 8. RESOLUTION - A RESOLUTION APPROVING AN IDENTITY THEFT PREVENTION PROGRAM TO BE IMPLEMENTED BY THE VILLAGE OF WILLOWBROOK
- 9. RESOLUTION - A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A CONTRACT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD., FOR ENGINEERING SERVICES RELATED TO THE PREPARATION OF STP PROJECT APPLICATION AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR EXECUTION OF SAID CONTRACT

OLD BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MARCH 9, 2009, AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at the hour of 7:30 p.m. by Acting Village President Robert Napoli.

2. ROLL CALL

Those present at roll call were Trustees Dennis Baker, Terrence Kelly, Michael Mistele, Paul Schoenbeck, Sandra O'Connor, Timothy McMahon and Acting President Napoli. ABSENT: None. Also present were Village Clerk Leroy Hansen, Village Attorney Robin Jones, Village Administrator Phil Modaff, Chief of Police Edward Konstanty, Director of Finance Sue Stanish, Director of Municipal Services Timothy Halik, Planner Sara Hage and Administrative Intern Garrett Hummel.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Acting President Napoli asked everyone to join him in saying the Pledge of Allegiance.

4. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - February 23, 2009 (APPROVE)
- c. Minutes - Executive Session - February 23, 2009 (APPROVE)
- d. Warrants - March 9, 2009 - \$112,756.60 (APPROVE)
- e. Monthly Financial Report - February 28, 2009 - \$16,751,511.52 (ACCEPT)
- f. RESOLUTION NO. 09-R-08 - A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT - DUPAGE CONVENTION AND VISITORS BUREAU (ADOPT)
- g. RESOLUTION NO. 09-R-09 - A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR'S ACCEPTANCE OF CHANGE ORDER NUMBER 17 - WINTER CONDITIONS ALLOWANCE - FOR THE CONSTRUCTION OF THE VILLAGE PUBLIC WORKS FACILITY AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR EXECUTION OF SAID CHANGE ORDER (ADOPT)

Acting President Napoli asked if any Board member wanted any item(s) removed from the Omnibus Vote Agenda for further discussion. No Board member wanted any item(s) removed from the Omnibus Vote Agenda.

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

ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Schoenbeck, O'Connor and McMahon; NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

NEW BUSINESS

5. PROCLAMATION - DELL RHEAS CHICKEN BASKET

Acting President Napoli read and presented the Proclamation to Patrick Rhea, owner of Dell Rheas Chicken Basket Restaurant, and congratulated him on behalf of the Village Board.

MOTION: Made by Trustee Schoenbeck, seconded by Trustee McMahon, to approve the Proclamation for Dell Rheas Chicken Basket.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Schoenbeck, O'Connor and McMahon; NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

6. VISITOR'S BUSINESS (Public comment is limited to three minutes per person)

There was no visitors business.

Acting President Napoli requested the Board to consider that in the future if they would want to have a policy to allow visitors to speak up to three minutes with regard to an agenda item; a visitor would not be allowed to speak to an item not on the agenda. This would also apply to Committee meetings.

Trustee Schoenbeck suggested this matter be placed on the agenda for the next meeting. He felt this would be a more orderly way to conduct the meeting.

Acting President Napoli advised the Board if they had ideas or questions to contact Administrator Modaff or himself.

7. ORDINANCE - AN ORDINANCE ABATING THE TAXES HERETOFORE
LEVIED FOR THE YEAR 2008 TO PAY THE PRINCIPAL AND
INTEREST ON THE \$1,300,000 GENERAL OBLIGATION BONDS
(COMBINED ALTERNATE REVENUE SOURCE), SERIES 2000 OF
THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

Director Stanish informed the Board that this tax abatement ordinance is passed every year and filed with the DuPage County Clerk's office abating any property taxes that would be set for our water bond obligation back in 2000.

MOTION: Made by Trustee Schoenbeck, seconded by Trustee McMahon, to pass Ordinance No. 09-0-06.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Schoenbeck, O'Connor and McMahon; NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

8. ORDINANCE - AN ORDINANCE ABATING THE TAXES HERETOFORE
LEVIED FOR THE YEAR 2008 TO PAY THE PRINCIPAL AND
INTEREST ON THE \$2,050,000 GENERAL OBLIGATION BONDS
(ALTERNATE REVENUE SOURCE), SERIES 2008 OF THE VILLAGE
OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

Director Stanish informed the Board that this is similar to the previous ordinance. This ordinance would abate taxes to be assessed on our new 2008 bond issue and would be filed annually with the DuPage County Clerk's office for the next twenty years.

MOTION: Made by Trustee Schoenbeck, seconded by Trustee Kelly, to pass Ordinance No. 09-0-07.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Schoenbeck, O'Connor and McMahon; NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

9. RESOLUTION - A RESOLUTION ADOPTING AN AMENDED VILLAGE
OF WILLOWBROOK PERSONNEL MANUAL

Trustee Baker requested that this item be deferred for one month based on conversations that may take place in Executive Session.

MOTION: Made by Trustee Baker, seconded by Trustee Schoenbeck, to defer consideration of the Personnel Manual for one month.

AMENDED MOTION: Made by Trustee Baker, seconded by Trustee Schoenbeck, to defer consideration of the Personnel Manual to the next meeting.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Schoenbeck, O'Connor and McMahon; NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

10. ORDINANCE - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 12, SECTIONS 12-2-2 AND 12-2-7 - EMPLOYMENT AND OTHER GRIEVANCE PROCEDURES; DEFINITIONS, HEARING OF CHARGES; APPEALS AND TITLE 12, SECTION 12-4-1 - EMPLOYMENT AND OTHER GRIEVANCE PROCEDURES; PURPOSE

Attorney Jones suggested the Board also defer this item since most of the changes in this ordinance relate to the new language in the Personnel Manual.

MOTION: Made by Trustee Schoenbeck, seconded by Trustee McMahon, to defer consideration of this Ordinance to the next meeting.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Schoenbeck, O'Connor and McMahon; NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

OLD BUSINESS

11. COMMITTEE REPORTS

Trustee McMahon reported that tonight the Finance/Administration Committee received the December sales tax and for the first time they are down. As a consequence, the Committee will be holding a special meeting in two weeks to look at additional numbers and look at a revised budget and then propose having a second budget workshop to look at it in a less rosy perspective.

Trustee O'Connor had no report.

Trustee Schoenbeck had no report.

Trustee Mistele had no report.

Trustee Kelly had no report.

Trustee Baker had no report.

12. ATTORNEY'S REPORT

Village Attorney Jones had no report.

13. CLERK'S REPORT

Village Clerk Hansen had no report.

14. ADMINISTRATOR'S REPORT

Administrator Modaff noted that if any Board member is interested in the annual Springfield Drive Down with the DuPage Mayors & Managers Conference to let Mary Partyka or him know this week in order to make the appropriate reservations.

15. EXECUTIVE SESSION

Acting President Napoli asked for a motion to adjourn into Executive Session to discuss personnel and probable and imminent litigation.

MOTION: Made by Trustee Baker, seconded by Trustee Schoenbeck, to adjourn into Executive Session to discuss personnel and probable and imminent litigation at the hour of 7:44 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Schoenbeck, O'Connor and McMahon; NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

_____, 2009

Acting Village President

Minutes transcribed by Mary Partyka.

W A R R A N T S

March 23, 2009

GENERAL COPRORATE FUND -----	\$ 58,247.97
WATER FUND -----	46,251.70
HOTEL/MOTEL TAX FUND -----	2,665.27
CAPITAL PROJECT FUND -----	<u>4,637.58</u>
TOTAL WARRANTS -----	\$111,802.52

Sue Stanish

Sue Stanish, Director of Finance

APPROVED:

Robert A. Napoli, Acting Village President

RUN DATE: 03/18/09

VILLAGE OF WILLOWBROOK
BILLS PAID REPORT FOR MARCH, 2009

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ACCURINT (21)	03/24 CK# 72540	\$77.20
1009686-FEB 09 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	77.20
ACE STORE NO. 11 (17)	03/24 CK# 72541	\$89.98
407039/4 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	8.58
407069/4 ROAD SIGNS 01-540-333	01-35-755-333	23.48
407073/4 OPERATING EQUIPMENT 01-540-401	01-35-755-401	14.99
407082/4 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	11.16
407118/4 OPERATING EQUIPMENT 01-540-401	01-35-755-401	31.77
AFLAC (46)	03/24 CK# 72542	\$2,471.66
D7088/MARCH 09 EMP DED PAY - AFLAC/ACCIDENT 01-210-217	01-210-217	543.18
D7088/MARCH 09 EMP DED PAY - AFLAC/OTHER INS 01-210-218	01-210-218	1,928.48
AL WARREN OIL CO (2205)	03/24 CK# 72543	\$2,979.93
1513249 GASOLINE INVENTORY 01-190-126	01-190-126	2,314.78
1513250 GASOLINE INVENTORY 01-190-126	01-190-126	665.15
ALL AMERICAN PAPER COMPANY (68)	03/24 CK# 72544	\$87.03
59468 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	87.03
ASPEN AUTO BODY INC. (125)	03/24 CK# 72545	\$713.83
16948 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	713.83
AT & T LONG DISTANCE (66)	03/24 CK# 72546	\$70.78
1931861FEB 09 PHONE - TELEPHONES 01-420-201	01-10-455-201	70.78
AT & T (67)	03/24 CK# 72547	\$65.22
630325-2776 PHONE - TELEPHONES 01-451-201	01-30-630-201	32.61
630325-27761 PHONE - TELEPHONES 01-451-201	01-30-630-201	32.61
AZAVAR AUDIT SOULUTIONS INC (158)	03/24 CK# 72548	\$510.14
7479 UTILITY TAX 01-310-205	01-310-205	510.14
B & C AUTO SERVICE INC. (184)	03/24 CK# 72549	\$130.00
07ACURA G970409 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	130.00
BEACON ATHLETICS (186)	03/24 CK# 72550	\$674.00
393224 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	674.00
BLACK GOLD SEPTIC (208)	03/24 CK# 72551	\$103.20
44524 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	103.20
BRIDGEPORT EQUIPMENT (222)	03/24 CK# 72552	\$72.00
3090052 OPERATING EQUIPMENT 01-451-401	01-30-630-401	72.00
BUILDING & FIRE CODE ACADEMY (236)	03/24 CK# 72553	\$295.00
46009 SCHOOLS CONFERENCE TRAVEL 01-551-304	01-40-810-304	295.00
CAR REFLECTIONS (296)	03/24 CK# 72554	\$140.00
10987 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	140.00
CHICAGO BADGE & INSIGNIA CO (334)	03/24 CK# 72555	\$356.69
9515 UNIFORMS 01-451-345	01-30-630-345	356.69
CHICAGO ELITE S.C (332)	03/24 CK# 72556	\$2,772.00
SOCCEER WNTR WINTER PROGRAM MATERIALS & SERVICES	01-20-585-121	2,772.00
CHRISTOPHER B. BURKE (333)	03/24 CK# 72557	\$6,775.33
86086 REIMB.	01-40-820-259	1,407.60
86087 FEES - ENGINEERING 01-505-245	01-35-720-245	469.93
86088 PLAN REVIEW - ENGINEERING 01-15-520-254	01-15-520-254	2,103.50
86089 REIMB.	01-40-820-254	95.00
86090 FEES- ENGINEERING 01-15-520-245	01-15-520-245	538.31

VILLAGE OF WILLOWBROOK

RUN DATE: 03/18/09

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
86093 REIMB.		01-40-820-259	1,483.74
86094 REIMB.		01-40-820-254	440.00
86096 REIMB.		01-40-820-259	237.25
COMMONWEALTH EDISON (370)	03/24 CK# 72558		\$85.90
4403140110/MAR ENERGY - STREET LIGHT 01-530-207		01-35-745-207	85.90
COMMUNICATIONS DIRECT, INC. (371)	03/24 CK# 72559		\$1,777.90
IN98010 MAINTENANCE - RADIO EQUIPMENT 01-451-421		01-30-630-421	472.00
SR86410 MAINTENANCE - RADIO EQUIPMENT 01-451-421		01-30-630-421	44.75
SR86411 MAINTENANCE - RADIO EQUIPMENT 01-451-421		01-30-630-421	10.00
SR86555 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	50.00
SR86556 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	50.00
SR86558 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	25.00
SR86566 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	110.08
SR86567 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	152.85
SR86580 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	60.00
SR86600 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	85.50
SR86603 MAINTENANCE - RADIO EQUIPMENT 01-451-421		01-30-630-421	75.00
SR86759 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	35.32
SR86760 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	25.00
SR86761 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	50.00
SR86762 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	85.32
SR86763 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	115.08
SR86901 NEW VEHICLES 01-485-625		01-30-680-625	130.00
SR86960 MAINTENANCE - RADIO EQUIPMENT 01-451-421		01-30-630-421	202.00
DALE ANDERSON (1862)	03/24 CK# 72561		\$25.00
WL68498 TRAFFIC FINES 01-310-502		01-310-502	25.00
DANKA OFFICE IMAGING COMPANY (437)	03/24 CK# 72562		\$1,425.67
706445514 COPY SERVICE 01-451-315		01-30-630-315	1,425.67
DUPAGE COUNTY TREASURER (497)	03/24 CK# 72563		\$250.00
5907/FEB EDP-SOFTWARE 01-457-212		01-30-640-212	250.00
DUPAGE COUNTY PUBLIC WORKS (514)	03/24 CK# 72564		\$50.92
11/30-1/31/09 SANITARY USER CHARGE 01-405-385		01-10-466-385	50.92
DUPAGE SENIOR CITIZENS COUNCIL (529)	03/24 CK# 72565		\$875.00
FY 08/09 MEALS-ON-WHEELS 01-435-370		01-10-475-370	875.00
EASY LINK SERVICES CORP (538)	03/24 CK# 72568		\$4.46
078971-001 FEES-DUES-SUBSCRIPTIONS 01-451-307		01-30-630-307	4.46
FEDEX KINKO'S (593)	03/24 CK# 72569		\$14.82
36310034067 GAS-OIL-WASH-MILEAGE 01-451-303		01-30-630-303	14.82
FIRE INVESTIGATORS STRIKE FORCE (600)	03/24 CK# 72570		\$30.00
SMR 505 SCHOOLS-CONFERENCE TRAVEL 01-451-304		01-30-630-304	30.00
FIRESTONE TIRE & SERVICE (603)	03/24 CK# 72571		\$428.00
141767 3/11/09 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	428.00
GATEHOUSE MEDIA SUBURBAN NEWSPAPER (699)	03/24 CK# 72572		\$38.00
87822/SCHBCK FEES DUES SUBSCRIPTIONS 01-05-410-307		01-05-410-307	38.00
GORDON FLESCHE (695)	03/24 CK# 72573		\$154.19
108970 COPY SERVICE 01-420-315		01-10-455-315	154.19
HALA NABULSI (2084)	03/24 CK# 72575		\$23.00
REF 145 WINTER RECREATION FEES 01-310-816		01-310-816	23.00

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VILLAGE OF WILLOWBROOK
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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
HOLIDAY INN WILLOWBROOK (804)	03/24 CK# 72576		\$516.84
SWAC 3/6/09 SCHOOLS-CONFERENCE TRAVEL 01-451-304		01-30-630-304	516.84
HSC PARTNERSHIP (817)	03/24 CK# 72577		\$1,772.00
APRIL 2009 RENT - STORAGE 01-420-231		01-10-455-231	1,772.00
HUNTER F.L. & ASSOC. INC (819)	03/24 CK# 72578		\$150.00
26929 EXAMS - POLYGRAPH 01-745-545		01-07-440-545	150.00
I.M.R.F. PENSION FUND (917)	03/24 CK# 72579		\$1,714.50
MARCH 09 SLEP PENSION 01-420-155		01-10-455-155	1,714.50
I.R.M.A. (966)	03/24 CK# 72580		\$1,348.81
FEB 09 SELF INS - DEDUCTIBLE 01-460-273		01-30-645-273	1,348.81
ILLINOIS CENTURY NETWORK (862)	03/24 CK# 72581		\$140.00
32215/FEB 08 E.D.P. SOFTWARE 01-25-615-212		01-25-615-212	140.00
ILLINOIS PAPER COMPANY (898)	03/24 CK# 72582		\$675.75
496811 OFFICE SUPPLIES 01-420-301		01-10-455-301	675.75
JULIE, INC. (1018)	03/24 CK# 72583		\$30.70
02-09-1671 J.U.L.I.E. 01-540-332		01-35-755-332	30.70
KING CAR WASH (1057)	03/24 CK# 72584		\$826.50
60/FEB 09 GAS-OIL-WASH-MILEAGE 01-451-303		01-30-630-303	826.50
KONSTANTY EDWARD (1073)	03/24 CK# 72585		\$50.66
MTG 3/13/09 SCHOOLS-CONFERENCE TRAVEL 01-451-304		01-30-630-304	50.66
MEADE ELECTRIC COMPANY (1236)	03/24 CK# 72588		\$209.00
640130 MAINTENANCE - STREET LIGHTS 01-530-223		01-35-745-223	209.00
METRO TRANSPORTATION GROUP INC. (1249)	03/24 CK# 72589		\$1,451.00
40524 PLAN REVIEW - TRAFFIC CONSULTANT		01-15-520-258	1,451.00
MIDWEST LASER SPECIALISTS, INC (1276)	03/24 CK# 72590		\$174.99
1047252 OPERATING SUPPLIES 01-451-331		01-30-630-331	94.00
1047344 OPERATING SUPPLIES 01-451-331		01-30-630-331	80.99
MIDWEST HEALTH WORKS (1273)	03/24 CK# 72591		\$538.50
1417129594 WELLNESS 01-440-276		01-10-480-276	538.50
MOST DEPENDABLE FOUNTAINS (1310)	03/24 CK# 72592		\$1,815.00
13929 PARK IMPROVEMENTS-NEIGHBORHOOD PARK		01-20-595-695	1,815.00
NATIONAL FIRE PROTECTION ASSN (1338)	03/24 CK# 72593		\$220.90
4518574Y PRINTING & PUBLISHING 01-551-302		01-40-810-302	220.90
NATIONAL POWER RODDING CORP (1346)	03/24 CK# 72594		\$3,351.45
39458 JET CLEANING CULVERT 01-535-286		01-35-750-286	1,723.95
39547 JET CLEANING CULVERT 01-535-286		01-35-750-286	1,627.50
NEXTEL COMMUNICATION (1357)	03/24 CK# 72595		\$1,258.13
320100510/MAR PHONE - TELEPHONES 01-420-201		01-10-455-201	68.12
320100510/MAR PHONE - TELEPHONES 01-25-610-201		01-25-610-201	56.14
320100510/MAR PHONE - TELEPHONES 01-451-201		01-30-630-201	799.45
320100510/MAR TELEPHONES 01-501-201		01-35-710-201	204.97
320100510/MAR TELEPHONES 01-551-201		01-40-810-201	129.45
NORTH EAST MULTI REGIONAL TRNG. (1371)	03/24 CK# 72596		\$675.00
117501 SCHOOLS-CONFERENCE TRAVEL 01-451-304		01-30-630-304	75.00
117589 SCHOOLS-CONFERENCE TRAVEL 01-451-304		01-30-630-304	250.00
117646 SCHOOLS-CONFERENCE TRAVEL 01-451-304		01-30-630-304	350.00

RUN DATE: 03/18/09

VILLAGE OF WILLOWBROOK
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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ORKIN EXTERMINATING (1439)	03/24 CK# 72598	\$59.50
D-2604360/MAR MAINTENANCE - BUILDING 01-405-228	01-10-466-228	59.50
PAWS IN PARADISE (1471)	03/24 CK# 72599	\$12.50
1 DOG WINTER PROGRAM MATERIALS & SERVICES	01-20-585-121	12.50
PCS INTERNATIONAL (2201)	03/24 CK# 72600	\$6,250.00
28014 CONSULTING SERVICES 01-15-515-306	01-15-515-306	1,886.40
28014 CONSULTING SERVICES 01-25-615-306	01-25-615-306	2,363.60
28014 CONSULTING SERVICES 01-457-306	01-30-640-306	2,000.00
PEPSI COLA GEN BOT (1479)	03/24 CK# 72601	\$96.89
9029306308 COMMISSARY PROVISION 01-420-355	01-10-455-355	96.89
PETTY CASH C/O SUE STANISH (1492)	03/24 CK# 72602	\$189.72
3/18/09 GAS-OIL-WASH-MILEAGE 01-05-410-303	01-05-410-303	29.15
3/18/09 SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	16.63
3/18/09 SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	37.10
3/18/09 COMMISSARY PROVISION 01-420-355	01-10-455-355	13.64
3/18/09 GAS-OIL-WASH-MILEAGE 01-15-510-303	01-15-510-303	55.00
3/18/09 SCHOOLS CONFERENCE TRAVEL 01-15-510-304	01-15-510-304	15.00
3/18/09 JAIL SUPPLIES 01-465-343	01-30-650-343	16.86
3/18/09 COMMODITIES 01-482-331	01-30-670-331	6.34
PHILLIP'S FLOWERS (1498)	03/24 CK# 72603	\$134.95
919574/FEB PUBLIC RELATIONS 01-435-365	01-10-475-365	134.95
PIECZYNSKI LINDA S. (1503)	03/24 CK# 72604	\$798.00
4411 FEES - SPECIAL ATTORNEY 01-451-241	01-30-630-241	798.00
PIPELINE PLUMBING INC (1507)	03/24 CK# 72605	\$185.00
5201 MAINTENANCE - GARAGE 01-510-413	01-35-725-413	185.00
R&R PRINT N SERVE INC (1582)	03/24 CK# 72606	\$190.00
22912 ACCREDITATION 01-451-202	01-30-630-202	190.00
RADIO SHACK CORPORATION (1573)	03/24 CK# 72607	\$13.99
246952 OPERATING EQUIPMENT 01-451-401	01-30-630-401	13.99
SECRETARY OF STATE (1692)	03/24 CK# 72608	\$18.00
1998 KIRKS TRLR MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	18.00
SHELTON MARK (1709)	03/24 CK# 72609	\$25.98
09 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	25.98
JOHN SKIBA (1728)	03/24 CK# 72610	\$32.73
09 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	32.73
SO SUBN BLDG OFFICIALS ASSN (1748)	03/24 CK# 72611	\$95.00
GIUNTOLI SCHOOLS CONFERENCE TRAVEL 01-551-304	01-40-810-304	95.00
SUE STANISH (1763)	03/24 CK# 72612	\$50.00
IGFOA MTG SCHOOLS-CONFERENCE TRAVEL 01-25-610-304	01-25-610-304	50.00
STAPLES (1767)	03/24 CK# 72613	\$446.43
8011857118 OFFICE SUPPLIES 01-420-301	01-10-455-301	95.15
8011909176 OFFICE SUPPLIES 01-15-510-301	01-15-510-301	23.58
8011977736 OFFICE SUPPLIES 01-451-301	01-30-630-301	327.70
STERICYCLE INC (1772)	03/24 CK# 72614	\$34.44
4000682580 JAIL SUPPLIES 01-465-343	01-30-650-343	34.44
T.P.I. (1886)	03/24 CK# 72615	\$1,575.00
3080/FEB PART TIME INSPECTOR 01-565-109	01-40-830-109	1,260.00

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
T.P.I. (1886) CONTINUED ... 3080/FEB REIMB.	01-40-830-115	315.00
TJ CONEVERA'S INC (1830) 09-0499 AMMUNITION 01-451-346 090500 AMMUNITION 01-451-346	03/24 CK# 72616 01-30-630-346 01-30-630-346	\$1,152.00 576.00 576.00
TOM & JERRY'S SHELL SERVICES (1883) 23460 MAINTENANCE - VEHICLES 01-451-409 38312 MAINTENANCE - VEHICLES 01-451-409 39284 MAINTENANCE - VEHICLES 01-451-409 39292 MAINTENANCE - VEHICLES 01-451-409 39295 MAINTENANCE - VEHICLES 01-451-409 39296 MAINTENANCE - VEHICLES 01-451-409 39347 MAINTENANCE - VEHICLES 01-451-409 39357 MAINTENANCE - VEHICLES 01-451-409 39359 MAINTENANCE - VEHICLES 01-451-409 39407 MAINTENANCE - VEHICLES 01-451-409 39412 MAINTENANCE - VEHICLES 01-451-409 39418 MAINTENANCE - VEHICLES 01-451-409 39427 MAINTENANCE - VEHICLES 01-451-409 39438 MAINTENANCE - VEHICLES 01-451-409 39457 MAINTENANCE - VEHICLES 01-451-409	03/24 CK# 72617 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409	\$1,666.95 70.00 130.72 107.05 141.28 25.45 251.77 25.45 25.45 25.45 500.79 25.45 25.45 25.45 49.11 238.08
TREE TOWNS (1894) 122998 PRINTING & PUBLISH 01-420-302 123376 PRINTING & PUBLISH 01-420-302	03/24 CK# 72618 01-10-455-302 01-10-455-302	\$52.00 26.00 26.00
UNIFIRST (1926) 0610410532 MAINTENANCE - BUILDING 01-405-228 0610422297 MAINTENANCE - BUILDING 01-405-228	03/24 CK# 72619 01-10-466-228 01-10-466-228	\$345.58 172.25 173.33
VEDDER, PRICE, KAUFMAN & KAMMHOLZ PC (1971) 326772 FEES - LABOR COUNSEL 01-425-242 32849 FEES - LABOR COUNSEL 01-425-242	03/24 CK# 72620 01-10-470-242 01-10-470-242	\$1,050.00 1,000.00 50.00
VISIONTRON CORP (2244) RGDH2-4836 PARK IMPROVEMENTS-NEIGHBORHOOD PARK	03/24 CK# 72622 01-20-595-695	\$1,150.00 1,150.00
WALSH, KNIPPEN, KNIGHT AND POLLOCK CHTD (1993) 16466 FEES - VILLAGE ATTORNEY 01-740-239	03/24 CK# 72623 01-07-435-239	\$792.00 792.00
WESTFIELD FORD (2028) 258167 MAINTENANCE - VEHICLES 01-520-409 258200 MAINTENANCE - VEHICLES 01-520-409	03/24 CK# 72624 01-35-735-409 01-35-735-409	\$84.73 40.79 43.94
VILLAGE OF WESTMONT (2242) 72645 OPERATING EQUIPMENT 01-451-401	03/24 CK# 72625 01-30-630-401	\$10.00 10.00
WILD GOOSE CHASE INC (2047) 10896 LANDSCAPE MAINTENANCE SERVICES 01-610-342	03/24 CK# 72626 01-20-565-342	\$1,050.00 1,050.00
WILLOWBROOK FORD INC. (2056) 8005779/1 NEW VEHICLES 01-485-625	03/24 CK# 72627 01-30-680-625	\$200.00 200.00
TOTAL GENERAL CORPORATE FUND		\$58,247.97

VILLAGE OF WILLOWBROOK

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WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ACE STORE NO. 11 (17)	03/24 CK# 72541	\$7.57
407039/4 SAMPLING ANALYSIS 02-420-362	02-50-420-362	7.57
BLACK GOLD SEPTIC (208)	03/24 CK# 72551	\$141.80
44524 MATERIALS, SUPPLIES, STANDPIPE, PUM	02-50-425-475	141.80
CHRISTOPHER B. BURKE (333)	03/24 CK# 72557	\$624.00
86091 FEES - ENGINEERING 02-405-245	02-50-405-245	624.00
COMMONWEALTH EDISON (370)	03/24 CK# 72558	\$2,393.72
4651111049/MAR ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	1,270.70
5071072051/MAR ENERGY - ELECTRIC PUMP 02-420-206	02-50-420-206	1,123.02
CORRPRO COMPANIES, INC (393)	03/24 CK# 72560	\$1,060.00
SIO86982 W H R&M - L.H.V. 02-425-473	02-50-425-473	530.00
SIO86982 W H R&M - WILLOWBROOK EXECUTIVE PLA	02-50-425-474	530.00
DUPAGE WATER COMMISSION (521)	03/24 CK# 72567	\$40,401.63
8153/FEB 09 PURCHASE OF WATER 02-420-575	02-50-420-575	40,401.63
HACH CHEMICAL COMPANY (745)	03/24 CK# 72574	\$413.50
6133355 CHEMICALS 02-420-361	02-50-420-361	413.50
LAKE HINSDALE VILLAGE C/O HILLCREST (1243)	03/24 CK# 72586	\$320.00
WR 03/12/09 DEPOSITS SENT TO CUSTOMER-DM LAKE HINSDALE VILLAGE UT# 700008.000	02-280-130	80.00
DEPOSIT SENT TO CUSTOMER		
WR 03/12/09 DEPOSITS SENT TO CUSTOMER-DM LAKE HINSDALE VILLAGE UT# 700575.000	02-280-130	80.00
DEPOSIT SENT TO CUSTOMER		
WR 03/12/09 DEPOSITS SENT TO CUSTOMER-DM LAKE HINSDALE VILLAGE UT# 700610.000	02-280-130	80.00
DEPOSIT SENT TO CUSTOMER		
WR 03/12/09 DEPOSITS SENT TO CUSTOMER-DM LAKE HINSDALE VILLAGE UT# 700850.000	02-280-130	80.00
DEPOSIT SENT TO CUSTOMER		
LAKE HINSDALE VILLAGE C/O HILLCREST (1243)	03/24 CK# 72587	\$160.00
WR 03/12/09 DEPOSITS SENT TO CUSTOMER-DM LAKE HINSDALE VILLAGE UT# 700011.000	02-280-130	80.00
DEPOSIT SENT TO CUSTOMER		
WR 03/12/09 DEPOSITS SENT TO CUSTOMER-DM LAKE HINSDALE VILLAGE UT# 700845.000	02-280-130	80.00
DEPOSIT SENT TO CUSTOMER		
NEXTEL COMMUNICATION (1357)	03/24 CK# 72595	\$134.17
320100510/MAR PHONE - TELEPHONES 02-401-201	02-50-401-201	134.17
NOVOTNY FRANK & ASSOC. INC. (1394)	03/24 CK# 72597	\$544.00
8205-1 FINAL FEES - ENGINEERING 02-405-245	02-50-405-245	544.00
PETTY CASH C/O SUE STANISH (1492)	03/24 CK# 72602	\$46.12
3/18/09 SCHOOLS CONFERENCE TRAVEL 02-401-304	02-50-401-304	16.98
3/18/09 REIMBURSE PERSONAL EXPENSES 02-401-306	02-50-401-306	29.14
VERIZON WIRELESS (1972)	03/24 CK# 72621	\$5.19
1976135191/FEB PHONE - TELEPHONES 02-401-201	02-50-401-201	5.19
TOTAL WATER FUND		\$46,251.70

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HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	03/24 CK# 72566	\$2,665.27
6391 ADVERTISING 03-435-317	03-53-435-317	2,665.27
TOTAL HOTEL/MOTEL TAX FUND		\$2,665.27

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VILLAGE OF WILLOWBROOK
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CAPITAL PROJECT FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CHRISTOPHER B. BURKE (333)	03/24 CK# 72557	\$4,637.58
85788 75TH STREET EXTENSION 10-545-411	10-68-545-411	4,637.58
TOTAL CAPITAL PROJECT FUND		\$4,637.58

VILLAGE OF WILLOWBROOK

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SUMMARY ALL FUNDS

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	58,247.97	*
02-110-105	WATER FUND-CHECKING 0010330283	46,251.70	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	2,665.27	*
10-110-105	CAPITAL PROJECT FUND-CHECKING 0010330283	4,637.58	*
TOTAL ALL FUNDS		111,802.52	**

The Village of **WILLOWBROOK**

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

Acting Village President

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Terrence Kelly

Timothy McMahon

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

Village Administrator

Philip J. Modaff

APPLICATION FOR LICENSE TO HOLD A RAFFLE

1. Name, age and address of the applicant in the case of an individual or in such other case of the duly authorized representative of the applicant, the date of incorporation of any corporation, the date of formation of any other organization, the object for which an organization or corporation was formed, the names and addresses of the officers and directors of any organization or corporation.

Name	Address	Age
TEEN PARENT CONNECTION	739 ROOSEVELT RD Bldg 8, STE 100 Glen Ellyn, IL 60137	

Date of incorporation, if corporation: 1985

Date of formation of organization: 1985

Object for which organization or corporation was formed:
ADOLESCENT PARENTING PROGRAMS + PREVENTION EDUCATION

2. The area or areas within the Village in which raffle chances will be sold or issued and the time period during which raffle chances will be sold or issued.

THE ASHTON PLACE

3. The date on which the drawing is to be held

APRIL 24, 2009

4. The place at which the drawing is to be held.

THE ASHTON PLACE

5. Has the applicant ever been convicted of a felony and been disqualified to receive a license by reason of any matter or thing contained in Chapter 3-17 of the Village of Willowbrook Code of Ordinances, laws of the State or of the United States of America.

Yes: _____

No: X

If yes, explain: _____

6. The aggregate retail value of all prizes or merchandise awarded by the licensee in a single raffle.

\$1750

7. The maximum retail value of each prize awarded by the licensee in a single raffle.

\$1,000

8. The maximum price which may be charged for each raffle chance issued or sold.

\$5

9. Has a previous license issued by any state or subdivision thereof or by the Federal government ever been revoked:

Yes: _____

No: ☒ _____

If yes, state reasons: _____

10. Affirm that the applicant will not violate any of the laws of the State or of the United States or any ordinances of this Village in the conduct of raffles.

CORRECT

11. Affirm that the applicant will not allow gambling devices or gambling on the premises where the drawing will be held.

CORRECT

12. Attach a sworn statement attesting to the not-for-profit character of the prospective licensee organization signed by the presiding officer and secretary of that organization.

Signature: _____

Korahall

Date: _____

3/11/09

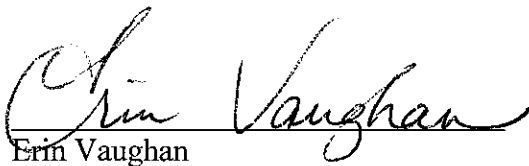


March 7, 2009

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60521

To Whom It May Concern:

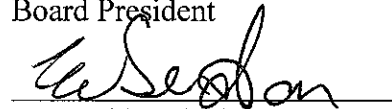
I, ERIN VAUGHAN and ELIZABETH SEXTON so affirm that Teen Parent Connection, Inc. is recognized by the Internal Revenue System as a 501 (c)(3) not-for-profit organization.


Erin Vaughan

Board President

Date

3/11/09


Honorable Elizabeth Sexton

Judge, 18th Judicial Circuit Court
Board Secretary

Date

3/9/09

THE VILLAGE OF

WILLOWBROOK

7760 Quincy Street * Willowbrook, Illinois 60521-5594 * Phone (630) 323-8215 * Fax (630) 323-0787

APPLICATION FOR LICENSE TO HOLD A RAFFLE

1. Name, age and address of the applicant in the case of an individual or in such other case of the duly authorized representative of the applicant, the date of incorporation of any corporation, the date of formation of any other organization, the object for which an organization or corporation was formed, the names and addresses of the officers and directors of any organization or corporation.

Name	Address	Age
1. Fran Carioscia	85.160 S. Vine St. Burr Ridge 60527	43
2. Gino Blando		
3. Jillian Collins		
4. Kevin Benes	5414 S. Nottingham Ave., Chicago, IL 60638	45

Date of incorporation, if corporation: _____

Date of formation of organization: Gower Foundation formed Fall of 1995

Object for which organization or corporation was formed: The Gower Foundation was formed to help fund unique educational programs for students and teachers within Gower School District 62 beyond those typically funded by the district to help enrich the learning experience of our students.

2. The area or areas within the Village in which raffle chance will be sold or issued and the time period during which raffle chances will be sold or issued.
Raffle tickets may be sold in person by Gower Foundation members and select school faculty members within the entire Village boundaries. Tickets will primarily be sold by soliciting the parents, teachers, and relatives of Gower students while these persons are on the school premises. Gower Businesses may also be solicited to purchase raffle tickets by Foundation members. Tickets will also be sold by soliciting potential purchases via email and paper fliers sent to parents, teachers, relatives and local businesses.
3. The date(s) on which the drawing is to be held: May 4, May 11, May 18, May 25 and June 1, 2009
4. The place at which the drawing is to be held.

The drawing will be held at the Gower District 62 office at 7700 Clarendon Hills Road, Willowbrook, IL

5. Has the applicant ever been convicted of a felony and been disqualified to receive a license by reason of any matter or thing contained in Chapter 3-17 of the Village of Willowbrook Code of Ordinances, laws of the State or of the United States of America.

Yes: _____ No: X

If yes, explain: _____

6. The aggregate retail value of all prizes or merchandise awarded by the licensee in a single raffle. \$800 will be awarded each Monday starting on May 4, 2009 for 5 weeks. \$4,000 in total will be awarded over the 5 week raffle period.

7. The maximum retail value of each prize awarded by the licensee in a single raffle. The maximum prize value for one (1) grand prize winner each week is \$500.00 cash. Three (3) additional \$100 cash prizes will be awarded each week.

8. The maximum price which may be charged for each raffle chance issued or sold. Each raffle ticket will sell for \$20.00. A total of five hundred (500) tickets will be sold.

9. Has a previous license issued by any state or subdivision thereof or by the Federal government ever been revoked:

Yes: _____ No: X

If yes, state reasons: _____

10. Affirm that the applicant will not violate any of the laws of the State or of the United States or any ordinances of this Village in the conduct of raffles.

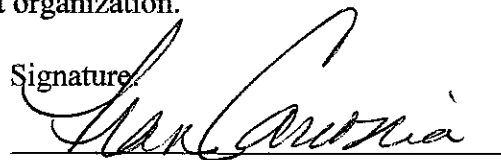
Gower Foundation representatives will not violate any of the laws of the State of Illinois, the laws of the United States or any ordinances of the Village of Willowbrook or the Village of Burr Ridge, Illinois in the conduct of the raffle.

11. Affirm that the applicant will not allow gambling devices or gambling on the premises where the drawing will be held.

Gower Foundation representatives will not allow gambling devices or gambling on the premises where the drawing will be held.

12. Attach a sworn statement attesting to the not-for-profit character of the prospective licensee organization signed by the presiding officer and secretary of that organization.

Signature



Date:

3-5-09

APPLICATION FOR LICENSE TO HOLD A RAFFLE

Submitted by

The Gower Foundation for Excellence in Education

7941 South Madison Street

Willowbrook, Illinois 60521

This application is being made by the Gower Foundation for Excellence in Education, 7941 South Madison Street, Burr Ridge, Illinois 60521 to hold a raffle at the Gower 62 District office with drawings for the raffle taking place on five consecutive Mondays starting Monday, May 4, 2009 and concluding on Monday, June 1st, 2009. The raffle is being used as a fund raiser for the foundation to raise funds for stage improvements at the Gower schools.

The foundation was formed on September 1, 1999 for the purpose of promoting excellence in education by raising funds to provide special educational experiences such as artist writer workshops, music programs and scientific workshops.

The foundation has received approval to be recognized as a tax exempt organization under section 501 (c) (3) of the Internal Revenue Code. A list of the names and addresses of the officers and directors is attached.

The tickets will be sold throughout the village via direct solicitation of members of the community and in particular to parents and teachers of children in the Gower school district. Tickets will be sold after approval of this application and winners will be determined by random drawings on 5 consecutive Mondays beginning Monday, May 4, 2009.

No previous license has been issued to the Gower Foundation for Excellence in Education and there has been no incident to cause a revocation of any license which may be issued.

Applicant further states that it will not violate any of the laws of the State of Illinois, the laws of the United States or any ordinances of the Village of Willowbrook or the Village of Burr Ridge, Illinois in the conduct of the raffle.

Applicant will not allow gambling devices or gambling on the premises where the drawing will be held.

Signed by



KEVIN C. BENES

FOUNDATION SECRETARY

As Duly Authorized Representative of the Applicant

On this 5 day of MARCH, 2009

Sworn Statement Attesting To The Not-For Profit Character
Of
The Gower Foundation for Excellence in Education

It is hereby solemnly sworn and attested that The Gower Foundation For Excellence In Education is a not-for-profit organization and the applicant has never been convicted of a felony and is not disqualified to receive a license by reason of any matter or thing contained in Chapter 3-17 of the Village of Willowbrook Code of Ordinances, laws of the State of Illinois or of the United States of America.

Signed this 15th day of March in the year 2009

Stan Caroscia

Gower Foundation President

Kwinn Bener

Gower Foundation Secretary

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

MOTION TO APPROVE – PUBLIC WORKS FACILITY CONSTRUCTION
CONTRACT: PAYOUT #6 – PARTIAL PAYMENT, FBG CONSTRUCTION
CORPORATION

AGENDA NO. 4F

AGENDA DATE: 3/23/09

STAFF REVIEW: Tim Halik,
Director of Municipal Services

SIGNATURE: _____

Tim Halik

LEGAL REVIEW: N/A

SIGNATURE: _____

[Signature]

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: _____

REVIEWED & APPROVED BY COMMITTEE:

YES ☐

NO ☐

N/A ☒

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

At its regular meeting on September 8, 2008, the Village Board approved a contract with FBG Construction Corporation to construct the new public works garage. The current payout request includes payment for continued material testing, installation of the guardrail around the retaining wall, continued completion of masonry, placement of structural steel, and electrical work.

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

Given this portion of work is now completed, a request for a sixth partial payment was received. The request was forwarded to the Architect of Record to review. Williams Architects has reviewed the request and has provided their approval of a partial payout in the amount of \$68,400.00. We have also received a partial waiver of lien from the General Contractor in the current requested payment amount. A complete copy of the Payment #6 – Partial Payment Request is attached.

Staff would recommend that the Village President and Board of Trustees authorize Payout #6 – Partial Payment to FBG Construction Corporation in the amount of \$68,400.00. The authorized payment amount would be expended from the following building construction fund:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>UNEXPENDED</u>
CAPITAL PROJECTS	10-68-540-415	Public Works Facility	\$1,387,852.68

ACTION PROPOSED:

Approve motion.

RECEIVED

MAR 16 2009

VILLAGE OF WILLOWBROOK
BUILDING & ZONING DIVISION

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): Village Of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

PROJECT: Willowbrook Public Works
710 Willowbrook Ctr
Willowbrook, IL 60527

APPLICATION NO: 6 DISTRIBUTION TO:
OWNER
ARCHITECT
CONTRACTOR

PERIOD TO: 03/12/09

FROM (CONT): F.B.G. Corporation
1015 S. Rte 83 Ste E
Elmhurst, IL 60126-4966

VIA (ARCHITECT): Williams Architects

ARCHITECT'S
PROJECT NO: 2007-015

CONTRACT FOR: General Contracting

CONTRACT DATE: 09/08/08

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the contract.

Continuation Sheet is attached.

CHANGE ORDER SUMMARY

Change Orders approved in previous months by owner	ADDITIONS	DEDUCTIONS
TOTAL	36047.00	

Approved this Month

Number	Date Approved

TOTALS

Net Change by Change Orders \$ 36047.00

1. ORIGINAL CONTRACT SUM \$ 1743000.00
2. Net Change by Change Orders \$ 36047.00
3. CONTRACT SUM TO DATE \$ 1779047.00
4. TOTAL COMPLETED & STORED TO DATE \$ 808022.67
(Column G)

5. RETAINAGE:

a. 10.00 % of Completed Work \$ 71662.68
(Column D+E)

b. 10.00 % of Stored Material \$ 7226.10
(Column F)

Total Retainage (Line 5a+5b) or

(Total in Column I) \$ 78888.78

6. TOTAL EARNED LESS RETAINAGE \$ 729133.89
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate) .. \$ 660733.89

8. CURRENT PAYMENT DUE \$ 68400.00

9. BALANCE TO FINISH, PLUS RETAINAGE \$ 1049913.11
(Line 3 less Line 5)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

OFFICIAL SEAL
CHERYL BRICKER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/09/09

CONTRACTOR: F.B.G. Corporation

By: Carl Weg

Date: 3-12-09

State of: Illinois County of: DeKalb
Subscribed and Sworn to before me this 12 day of March 2009
Notary Public:
My Commission expires: April 9, 2009

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 68,400
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: Williams Architects

By: TJ [Signature] Date: 3-13-09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

Date : 03/12/09 - Thur
Time : 12:58:06

F.B.G. Corporation
AIA CONTINUATION SHEET

Page : 2

Application No. : 6
Application Date : 03/12/09
Period To : 03/12/09
Architect Project No. : 2097-015

Job : 08-14 Willowbrook Public Works

Item No.	Description of Work	Scheduled Value	Previous Complt'd	Current Complt'd	Stored Material	Tot.Compl. & Stored	% Comp	Balance To Finish	Retainage
01.	General Conditions	302063.00	149557.67	28085.00	.00	177642.67	58.81	124420.33	17764.27
01A	CO#2	1100.00	1100.00	.00	.00	1100.00	100.00	.00	110.00
01B	CO#3	264.00	264.00	.00	.00	264.00	100.00	.00	26.40
01C	CO#4	2340.05	2340.05	.00	.00	2340.05	100.00	.00	234.01
01D	CO#5	1170.00	1170.00	.00	.00	1170.00	100.00	.00	117.00
01E	CO#6	325.00	325.00	.00	.00	325.00	100.00	.00	32.50
01F	CO#9	60.00	60.00	.00	.00	60.00	100.00	.00	6.00
01G	CO#10	314.00	314.00	.00	.00	314.00	100.00	.00	31.40
02.	Bond	18873.00	18873.00	.00	.00	18873.00	100.00	.00	.00
02A	CO#1	65.00	65.00	.00	.00	65.00	100.00	.00	.00
02B	CO#2	11.00	11.00	.00	.00	11.00	100.00	.00	.00
02C	CO#3	19.00	19.00	.00	.00	19.00	100.00	.00	.00
02D	CO#4	162.00	162.00	.00	.00	162.00	100.00	.00	.00
02E	CO#5	12.00	12.00	.00	.00	12.00	100.00	.00	.00
02F	CO#9	5.00	5.00	.00	.00	5.00	100.00	.00	.00
02G	CO#10	22.00	22.00	.00	.00	22.00	100.00	.00	.00
03.	Testing Allowance	10000.00	7970.00	.00	.00	7970.00	79.70	2030.00	797.00
03A	CO#1 TESTING	6500.00	.00	3500.00	.00	3500.00	53.85	3000.00	350.00
04.	Hardware Allowance	2000.00	.00	.00	.00	.00	.00	2000.00	.00
05.	Excavation	32800.00	30000.00	.00	.00	30000.00	91.45	2800.00	3000.00
05A	CO#4 EXCAVATION	13767.95	13767.95	.00	.00	13767.95	100.00	.00	1376.80
06.	Site Utilities	68500.00	68500.00	.00	.00	68500.00	100.00	.00	6850.00
07.	Asphalt Paving	98600.00	.00	.00	.00	.00	.00	98600.00	.00
08.	Fence/Guardrails	77000.00	1500.00	7650.00	.00	9150.00	11.88	67850.00	915.00
09.	Retaining Wall/Landscape	34400.00	18800.00	.00	.00	18800.00	54.67	15592.00	1880.80
09A	CO#10	1848.00	1848.00	.00	.00	1848.00	100.00	.00	184.80
10.	Concrete	160000.00	84373.00	.00	.00	84373.00	52.73	75627.00	8437.30
11.	Precast Concrete	15000.00	15000.00	.00	.00	15000.00	100.00	.00	1500.00
12.	Masonry	309000.00	160000.00	15000.00	.00	175000.00	56.63	134000.00	17500.00
13.	Structural Steel	124079.00	15633.00	6765.00	65361.00	87759.00	70.73	36320.00	8775.99
13A	CO#3 Str Steel	1556.00	1556.00	.00	.00	1556.00	100.00	.00	155.60
14.	Carpentry/Drywall/Ceiling	36000.00	.00	.00	.00	.00	.00	36000.00	.00
15.	Cabinets/Tops	7500.00	.00	.00	.00	.00	.00	7500.00	.00
16.	Roofing/Sheetmetal	95000.00	.00	.00	.00	.00	.00	95000.00	.00
17.	Doors/Frames/Hardware	17000.00	.00	.00	.00	.00	.00	17000.00	.00
18.	Overhead Doors	19765.00	.00	.00	.00	.00	.00	19765.00	.00
19.	Wood Windows	16000.00	.00	.00	.00	.00	.00	16000.00	.00
20.	Ceramic Tile	10433.00	.00	.00	.00	.00	.00	10433.00	.00
21.	Painting	25000.00	.00	.00	.00	.00	.00	25000.00	.00
22.	Toilet Acc/Lockers/Compart	10580.00	.00	.00	.00	.00	.00	10580.00	.00
22A	CO#9	350.00	350.00	.00	.00	350.00	100.00	.00	35.00
23.	Equipment	6900.00	.00	.00	6900.00	6900.00	100.00	.00	690.00
24.	Fire Sprinklers	21400.00	.00	.00	.00	.00	.00	21400.00	.00
25.	Plumbing	70000.00	37500.00	.00	.00	37500.00	53.57	32500.00	3750.00
26.	Hvac	65107.00	.00	.00	.00	.00	.00	65107.00	.00
27.	Electrical	90000.00	22500.00	15000.00	.00	37500.00	41.67	52500.00	3750.00
28.	CO#12	10000.00	10000.00	.00	.00	10000.00	100.00	.00	1000.00
Totals :		1779047.00	659761.67	76000.00	72261.00	808022.67	45.42	971024.33	78888.78
Percent:			37.09	4.27	4.06	45.42		54.58	

Waiver of Lien to Date

State of Illinois } SS
County of DuPage } SS

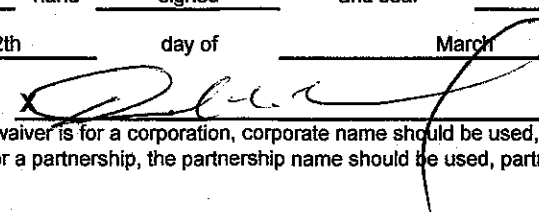
Gty # _____
Loan # _____
Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Willowbrook
to furnish General Contracting
for the premises known as 710 Willowbrook Centre Parkway, Willowbrook, IL. 60527
of which Village of Willowbrook is the owner.

THE undersigned, for and in consideration Sixty Eight Thousand Four Hundred and No/100***
\$68,400.00 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and
release any lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanic's liens, with respect to and on said
above-described and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or
other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished
to this date by the undersigned for the above-described premises.

Given under my hand signed and seal this
12th day of March 2009

Signature and Seal: 

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and
title of signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and design-
nate himself as partner.

CONTRACTOR'S AFFIDAVIT

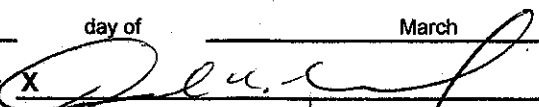
State of Illinois } SS
County of DuPage } SS
TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn deposes and says that he is David Mac Marshall
Vice President of the FBG Corporaiton
who is the contractor for the General Contracting work on
building located at 710 Willowbrook Centre Parkway, Willowbrook, IL. 60527
owned by Village of Willowbrook
That the total amount of the contract including extra's is \$1,779,047.00 on which he has received payment of
\$660,733.89 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnis-
hed material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material
entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and
material required to complete said work according to plans and specification:

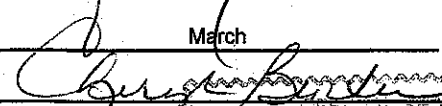
Names	What for	Contract Price	Amount Paid	This Payment	Balance Due
FBG Corporaiton	General Contracting	\$1,779,047.00	\$660,733.89	\$68,400.00	\$1,049,913.11
TOTAL LABOR AND MATERIAL TO COMPLETE		\$1,779,047.00	\$660,733.89	\$68,400.00	\$1,049,913.11

That there are not other contracts for said work outstanding, and that there is nothing due or to become due to any person for materials, labor
or other work of any kind done or to be done upon or in connection with said work other than above stated.

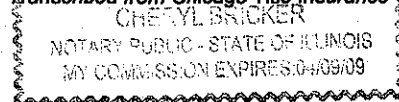
Signed this 12th day of March 2009

Signature: 

Subscribed and sworn before me this 12th day of March 2009

Signature: 

Transcribed from Chicago Title Insurance Company F.1722 R5/92





STATE OF ILLINOIS

COUNTY OF

WAIVER OF LIEN TO DATE

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Joe's Masonry to furnish Masonry for the premises known as Willowbrook New Public Works Facility of which Village of Willowbrook is the owner.

THE undersigned, for and in consideration of forty thousand five hundred (\$40,500.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 3-6-09 COMPANY NAME Joe's Masonry
ADDRESS 506 Walnut, Elmhurst, IL 60126

SIGNATURE AND TITLE

Joseph Calzante President

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Joseph Calzante BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) President OF (COMPANY NAME) Joe's Masonry WHO IS THE CONTRACTOR FURNISHING Masonry WORK ON THE BUILDING LOCATED AT 710 Willowbrook Parkway, Willowbrook, IL60527 OWNED BY Village of Willowbrook

That the total amount of the contract including extras* is \$309,000.00 on which he or she has received payment of \$103,500.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLD EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
ELSTON MATERIAL JOES.	MASONRY	309,000.00	103,500.00	40,500.00	165,000.00
HARVEY CEMENT PRODUCTS					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 2-6-09

SIGNATURE:

Joseph Calzante

SUBSCRIBED AND SWORN TO BEFORE ME THIS

6

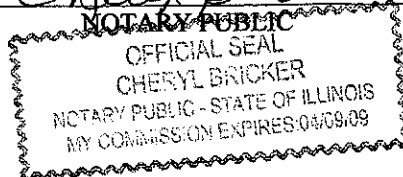
DAY OF

March, 2009

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

f.1722 R5/96

Provided by Chicago Title Insurance Company



BUILDING MATERIALS (ILLINOIS)
PARTIAL WAIVER OF LIEN
STATE OF ILLINOIS - SS.

3-6

20 09

TO ALL WHOM IT MAY CONCERN:

Whereas, we the undersigned HARVEY CEMENT PRODUCTS, INC. (708) 333-1900

have been employed by

Joe's Masonry

to furnish: Building Block ☒ Masonry Materials ☐ Cast Stone ☐

for the building Willowbrook Public Works known as Number 710 Willowbrook Centre Pkwy.

City of Willowbrook situated on Lot

in Section , Township Range

County of DuPage State of Illinois.

Now, Therefore, Know Ye, That we the undersigned, for and in consideration of

8000.00

Dollars,

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien, or claim, or right of lien on said above described building and premises under the Statutes of the State of Illinois relating to Mechanics' Liens, on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said

Joe's Masonry

for said building or premises

Given Under our hand and seal this

6th

day of

March

20 09

HARVEY CEMENT PRODUCTS, INC

160th and Park Avenue, Harvey, Illinois 60426

By

Anton M. Stead UP

Title

P 9782

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

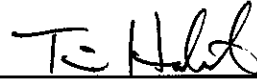
A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND
AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE
A CERTAIN AGREEMENT – LANDSCAPE FERTILIZATION SERVICES –
BETWEEN THE VILLAGE OF WILLOWBROOK AND SPRING GREEN LAWN
AND TREE CARE

AGENDA NO. 49

AGENDA DATE: 03/23/09

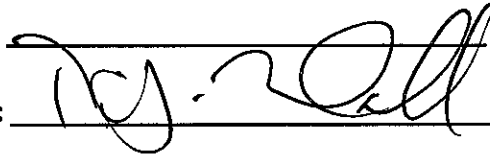
STAFF REVIEW: Tim Halik,
Director of Municipal Services

SIGNATURE:



LEGAL REVIEW: N/A

SIGNATURE:



RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE:

REVIEWED & APPROVED BY COMMITTEE:

YES ☒ on 3/09/09

NO ☐

N/A ☐

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

Spring Green Lawn and Tree Care currently provides landscape fertilization services to the Village in the form of fertilization and weed control through six (6) annual applications on 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 Spring Green and the resulting turf management aspects of our parks and rights-of-ways. Therefore, staff has asked Spring Green whether they would consider a contract extension for a subsequent season, and if so, to provide a price proposal. Spring Green responded that although the cost of the products they apply have risen, to keep the contract with the Village they would agree to a one-year contract extension and would not seek a rate increase. Therefore, the rate we would pay for the 09/10 season would be the same as the 08/09 season.

The Municipal Services Committee has discussed this item at their regular meeting on March 9, 2009 and recommends that the Village Board approve a contract extension with Spring Green with the rate freeze.

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

Staff recommends that we waive the competitive bidding process and award a one-year contract extension to Spring Green Lawn and Tree Care at the same price as the 2008 season.

ACTION PROPOSED:

Adopt the resolution.

RESOLUTION NO. 09-R- 10

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – LANDSCAPE FERTILIZATION SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND SPRING GREEN LAWN AND TREE CARE

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 President and Village Clerk to execute an Agreement with Spring Green Lawn and Tree Care, for the purposes of providing landscape fertilization services to the Village of Willowbrook.

NOW, THEREFORE, BE IT RESOLVED by the President 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 President and Village Clerk be and the same are hereby authorized to execute an Agreement with Spring Green Lawn and Tree Care, in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Spring Green Lawn and Tree Care providing landscape fertilization 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 23rd day of March, 2009.

APPROVED:

Acting Village President

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

AGREEMENT

THIS AGREEMENT made and entered into this 23 day of March, 2009, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Best Quality Cleaning, Inc.

WITNESSETH:

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

WHEREAS, by Resolution 08-R-14, the Village President and Village Clerk were authorized to execute, and did execute, a certain contract with Spring Green Lawn and Tree Care for the purposes of providing landscape fertilization services to the Village of Willowbrook for the period from May 1, 2008, to April 30, 2009, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from May 1, 2009, to April 30, 2010, with the total amount not to exceed \$22,568.70; and,

WHEREAS, Spring Green Lawn and Tree Care has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$22,568.70, as agreed to by a letter to the Village dated March 10, 2009, 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 Spring Green Lawn and Tree Care hereby extend the term of the Contract for the period from May 1, 2009, to April 30, 2010, with the total cost amount not to exceed \$22,568.70.

Section 3. Notwithstanding anything to the contrary, Spring Green Lawn and Tree Care hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2009, to April 30, 2010, 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: _____
Acting Village President

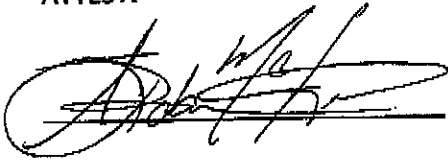
ATTEST:

Village Clerk

Spring Green Lawn and Tree Care

By: Armand D'Agostino
Its: COMMERCIAL SALES MGR

ATTEST:

A handwritten signature, likely of a notary or witness, is written over a horizontal line. The signature is stylized and appears to be "Robert J. [unclear]".

RESOLUTION NO. 08-R- 14

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT - LANDSCAPE FERTILIZATION SERVICES - BETWEEN THE VILLAGE OF WILLOWBROOK AND SPRING GREEN LAWN AND TREE CARE

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 President and Village Clerk to execute an Agreement with Spring Green Lawn and Tree Care, for the purposes of providing landscape fertilization services to the Village of Willowbrook.

NOW, THEREFORE, BE IT RESOLVED by the President 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 President and Village Clerk be and the same are hereby authorized to execute an Agreement with Spring Green Lawn and Tree Care, in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Spring Green Lawn and Tree Care providing landscape fertilization 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 24th day of March, 2008.

APPROVED:

Robert A. Napoli
Village President *PRO TEM*

ATTEST:

Leroy R. Hansen
Village Clerk

ROLL CALL VOTE: AYES: BAKER, MISTELE, BROWN, NAPOLI, SCHWABECK, McMAHON
NAYS: 0
ABSTENTIONS: 0
ABSENT: 0

AGREEMENT

THIS AGREEMENT made and entered into this 24 day of March, 2008, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Best Quality Cleaning, Inc.

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 07-R-10, the Village President and Village Clerk were authorized to execute, and did execute, a certain contract with Spring Green Lawn and Tree Care for the purposes of providing landscape fertilization services to the Village of Willowbrook for the period from May 1, 2007, to April 30, 2008, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from May 1, 2008, to April 30, 2009, with the total amount not to exceed \$22,568.70; and,

WHEREAS, Spring Green Lawn and Tree Care has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$22,568.70, as agreed to by a letter to

the Village dated February 28, 2008, 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 Spring Green Lawn and Tree Care hereby extend the term of the Contract for the period from May 1, 2008, to April 30, 2009, with the total cost amount not to exceed \$22,568.70.

Section 3. Notwithstanding anything to the contrary, Spring Green Lawn and Tree Care hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2008, to April 30, 2009, 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: Robert A. Napoli
Village President *no pen*

ATTEST:

Lynn Hansen
Village clerk

Spring Green Lawn and Tree Care

By: Armand D. Agostino
Its: COMMERCIAL Sales MGR.

ATTEST:

Napoli & Malenowski

EXHIBIT "A" TO AGREEMENT

ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:

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

CONTRACT PERIOD: MAY 1, 2007 - APRIL 30, 2008

BIDDER: SPRING GREEN LAWN CARE, 11927 SPAULDING SCHOOL DRIVE,
PLAINFIELD, IL 60544

APPROXIMATELY THIRTY-SEVEN (37) PAGES

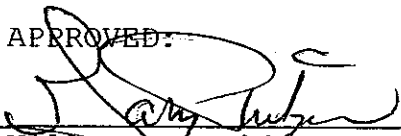
RESOLUTION NO. 07-R- 10

A RESOLUTION AUTHORIZING THE VILLAGE
PRESIDENT AND VILLAGE CLERK TO EXECUTE A
CERTAIN CONTRACT - LANDSCAPE FERTILIZATION
SERVICE - SPRING-GREEN LAWN CARE

BE IT RESOLVED by the President and Board of Trustees
of the Village of Willowbrook, DuPage County, Illinois, that the
Village President and Village Clerk be and the same are hereby
authorized to execute a certain contract, Spring-Green Lawn
Care, for the 2007-2008 Landscape Fertilization Contract in an
amount not to exceed \$21,494.00, as set forth in the contract
attached hereto as Exhibit "A" which is, by this reference,
expressly incorporated herein.

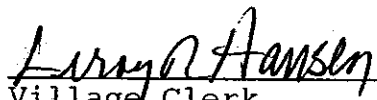
ADOPTED and APPROVED this 26th day of March, 2007.

APPROVED:



Village President

ATTEST:



Village Clerk

ROLL CALL VOTE:

AYES: Mistele, Brown, Napoli, Schenbeck, McMahon

NAYS: 0

ABSTENTIONS: 0

ABSENT: BAKER

AFFIDAVIT

Customer 5326
Reference 1470 Fertilizer
Amount \$81.80

VILLAGE OF WILLOWBROOK
7760 QUINCY ST
WILLOWBROOK, IL 60521

Linda M. Siebolds, agent of Liberty Suburban Chicago Newspapers, HEREBY CERTIFIES that he/she is Legal Advertising Manager of Liberty Suburban Chicago Newspapers, that said Liberty Suburban Chicago Newspapers is a secular newspaper and has been published weekly in the Village of Willowbrook, in the county of DuPage in the state of Illinois, continuously for more than one year prior to, on and since the date of the first publication of the notice hereinafter referred to and is of general circulation throughout the county and the state.

That said agent hereby certifies that Liberty Suburban Chicago Newspapers is a newspaper as defined in Chapter 715 et seq. of the Illinois Revised Statutes.

That a notice, of which the annexed printed slip is a true copy, was published 1 (one) time in said Liberty Suburban Chicago Newspapers, namely, once each week for one successive week(s). The first publication of said notice as aforesaid was made in said newspaper dated and published on the 17th day of February A.D. 2007 and the last publication thereof was made in said newspaper dated and published on 17th day of February A.D. 2007.

IN WITNESS WHEREOF, the undersigned has caused this certification to be signed this 17th day of February A.D. 2007.

Linda M. Siebolds

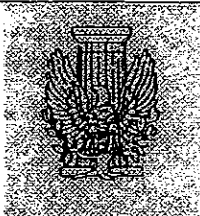
Linda M. Siebolds
Legal Advertising Manager
Liberty Suburban Chicago Newspapers

LEGAL NOTICE/PUBLIC NOTICE
REQUEST FOR BIDS

Notice is hereby given that the Village of Willowbrook is seeking bids for **LANDSCAPE FERTILIZATION SERVICES**, in accordance with specifications currently on file and which may be picked up in the office of the Village of Willowbrook Village Hall, located at 7760 Quincy Street, Willowbrook, Illinois 60527. Completed bids are due in the office of the Willowbrook Village Hall no later than 10:15 am on March 5, 2007, where said bids will be opened and publicly read aloud. The Village of Willowbrook reserves the right to reject any or all bids or to accept any bid which, in its judgment, will be in the best interest of the public. No bid shall be withdrawn after opening of bids without the consent of the Village of Willowbrook, Willowbrook, Illinois, for a period of sixty (60) days. Only bids responsive to the provisions of the specifications will be considered.

February 17, 2007
Liberty Suburban Newspapers 1470 WFL

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Superior Lawns dba Spring-Green Lawn Care Corp.
11927 Spaulding School Drive
Plainfield, Il. 60544

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut

as Surety, hereinafter called the Surety, are held and firmly bound unto The Village of Willowbrook
7760 Quincy Street
Willowbrook, Il. 60527

as Obligee, hereinafter called the Obligee, in the sum of Five percent of the amount of 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 Landscape Fertilization Services for Village Parks & Roadside Rights of Way, Medians, and Specified Facilities

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 material 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 2nd day of March, 2007.

Sandra L Maki
(Witness)

{ Superior Lawns dba Spring-Green Lawn Care Corp.
Thor L. Hoff (Principal)
President
(Title)

Nancy S Smith
(Witness)

{ Travelers Casualty and Surety Company of America
(Surety)
Dolores Butcher
Dolores Butcher, Attorney-in-Fact (Title)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215996

Certificate No. 000378531

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William J. Kamm, Nancy Smith, Charles F. Biersborn, Jr., and Dolores Butcher

of the City of Medinah, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of May, 2006.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson

George W. Thompson, Senior Vice President

On this the 1st day of May, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2006.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

SPECIFICATIONS AND CONTRACT DOCUMENTS

For

**LANDSCAPE FERTILIZATION SERVICES FOR VILLAGE 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, 2007 – APRIL 30, 2008

ACCOUNT NUMBER: _____

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

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

DRAWINGS: NONE

BID OPENING - DATE/TIME/LOCATION: 10:15 AM CST March 5, 2007
WILLOWBROOK VILLAGE HALL
7760 Quincy Street
Willowbrook, Illinois 60527

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

Philip J. Modaff
Village Administrator

Sue Stanish
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, 7760 Quincy Street, Willowbrook, until at the time(s) shown below, at which time they will be opened and publicly read aloud.

Bid Item: **Landscape Fertilization Services For Village Parks & Roadside Rights of Way, Medians, and Specified Facilities**

Bid Opening: **10:15 AM CST March 5, 2007**

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

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

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

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

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

I. GENERAL CONDITIONS**A. DEFINITIONS**

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

A. BIDDER shall mean:

SPRING-GREEN LAWN CARE
11927 SPAULDING SCHOOL DR
PLAINFIELD, IL 60544

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

B. PREPARATION AND SUBMISSION OF PROPOSAL

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

Contractor's Certification Bid Proposal - Page #16
BID PROPOSAL PAGE

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

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

C. WITHDRAWAL OF PROPOSAL

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

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

D. SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

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

E. BID DEPOSIT

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

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

F. SECURITY FOR PERFORMANCE

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

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

G. EQUIVALENT PRODUCTS

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

H. BASIS OF AWARD

The Village reserves the right to accept or reject any and all bids, in whole or in part, and to waive technicalities.

I. ACCEPTANCE OF BID

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

J. CATALOGS

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

K. DELIVERY

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

L. GUARANTEES AND WARRANTEES

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

M. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

N. COMPETENCY OF BIDDER

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

The Bidder, if required, must present within forty-eight (48) hours evidence satisfactory to the Village of performance ability, possession of necessary facilities, equipment, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents. The Village hereby reserves the right to reject

any bid submitted by a Bidder who, in the sole and exclusive discretion of the Village, cannot completely perform the services or deliver the goods specified in these specifications.

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

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

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

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

P. SPECIAL HANDLING

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

Q. MATERIAL INSPECTION AND RESPONSIBILITY

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

R. TOXIC SUBSTANCES

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

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

S. PRICE REDUCTIONS

If at any time after a contract is awarded the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder's customers generally, or (2) in the successful Bidder's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be

considered a "general price reduction" under this provision. The successful Bidder shall invoice the Village at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Bidder, in addition, shall within ten (10) days of any general price reduction, notify the Village Administrator of such reduction by letter. Failure to do so may result in termination of the contract.

T. TERMINATION OF CONTRACT

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

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

U. EQUAL EMPLOYMENT OPPORTUNITY

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

5. That it will submit reports as required by the department's rules and regulations, furnish all relevant information as may from time to time be requested by the department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.

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

SUBCONTRACTS

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

CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

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

V. INSURANCE SPECIFICATIONS

1. The successful Bidder shall not commence work under the contract until he/she has obtained all insurance required herein and such insurance has been approved by the Village.

2. The successful Bidder shall maintain limits no less than:

<u>TYPE OF INSURANCE</u>	<u>MINIMUM INSURANCE COVERAGE</u>
<u>COMMERCIAL GENERAL LIABILITY</u>	
1. Comprehensive Form	COMBINED SINGLE LIMIT PER OCCURRENCE
2. Premises - Operations	FOR BODILY INJURY AND PROPERTY DAMAGE
3. Explosion & Collapse Hazard	\$1,000,000
4. Underground Hazard	
5. Products/Completed Operations Hazard	PERSONAL INJURY PER OCCURRENCE
6. Contractual Liability Coverage Included	\$1,000,000
7. Broad Form Property Damage - construction projects only.	GENERAL AGGREGATE
8. Independent contractors	\$2,000,000
9. Personal Injury	

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

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

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

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

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

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

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

VILLAGE OF WILLOWBROOK ("The Village")

Attention: Administration Department

7760 Quincy Street

Willowbrook, Illinois 60527

1. POLICY INFORMATION.

- A. Insurance Company TRANS CONTINENTAL INS. Co
- B. Policy Number TPE 2079996330
- C. Policy Term: (From) 12-1-06 (To) 12-1-07
- D. Endorsement Effective Date _____
- E. Named Insured SPRING-GREEN LAWN CARE

F. Address of Named Insured 11927 SPAULDING School DR
PLAINFIELD, IL 60544

G. Limit of Liability Any One Occurrence/
Aggregate \$ 2,000,000

H. Deductible or Self-Insured Retention (Nil unless otherwise specified)
\$ 500.00

2. **VERIFICATION OF COVERAGE**

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

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

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

3. **POLICY AMENDMENTS.**

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

A. **INSURED.**

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

B. **CONTRIBUTION NOT REQUIRED.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY) The insurance afforded by the policy shall be primary insurance as respects the Village, its officials, agents, employees, and volunteers; or stand in an unbroken chain of coverage excess of the

successful Bidder's scheduled underlying primary coverage. In either event, any other insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

C. SEVERABILITY OF INTEREST.

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

D. SUBCONTRACTORS. (ALL COVERAGES)

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

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

F. CANCELLATION NOTICE. (ALL COVERAGES)

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

G. SUBROGATION (WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)

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

H. ACCEPTABILITY OF INSURERS. (ALL COVERAGES)

Insurance is to be placed with insurers with a Best's rating of no less than A-, VH 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, its officials, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its officials, agents, employees, and volunteers; arising in whole or in part or in consequence of the performance of the work by the successful Bidder, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its officials, agents, employees, and volunteers, and the successful Bidder shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officials, agents, employees, and volunteers, in any such action, the successful Bidder shall, at its own expense, satisfy and discharge same.

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

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

ADDITIONAL INSURED ENDORSEMENT - EXHIBIT A

Name of Insurer: _____

Name of Insured: _____

Policy Number: _____

Policy Period: _____

Endorsement Effective Date: _____

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

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

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

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

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

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

SPRING-GREEN LAWN CARE, as part of its bid on a
(Name of Contractor)

contract for LANDSCAPE FERTILIZATION 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: Armand D'Agostino
Authorized Agent of Contractor

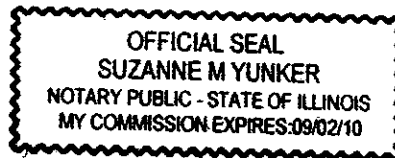
SUBSCRIBED AND SWORN BEFORE ME

This 23rd day of
February, 20 07

MY COMMISSION EXPIRES:

9-2-10

Suzanne M Yunker
NOTARY PUBLIC



CONTRACT – Page One of Two

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

(Village Seal)

VILLAGE OF WILLOWBROOK

Attest:

By: Leroy R. Hansen
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

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 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.

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;

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, 2007 to and including April 30, 2008. At the sole discretion of the Village, this contract may be extended for not more than one (1) additional twelve (12) month period under the same terms and conditions.

T. 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.

U. ADDITIONS OR DELETIONS

The Village reserves to right to increase or decrease quantities and number of fertilization application 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

V. 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.

W. SCOPE OF THE WORK

1. Village Parks

Work under this section shall include all scheduled fertilizing, broad leaf weed control and crabgrass weed control. All grass areas of the sites specified in this section shall be treated. Estimated acreage areas included in this section are as follows:

<u>PARK</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
Waterford Park	4.3
Farmingdale Terrace Park	3.0
Willow Pond	3.0
Prairie Trail Park	5.0
Roger's Glen Park *	1.5

* includes both parkways on Roger's Farm Rd.

#- It should be noted that this area in the Community Park is equipped with an underground sprinkler system and that care must be used to prevent damage to that system. Total acreage for this section = 39.2

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

All grass areas of the sites specified in this section shall be treated. Work under this section shall include all scheduled fertilizing, broad leaf weed control and crabgrass weed control. Estimated acreage areas included in this section are as follows:

- A. Median areas and road side rights of ways on Route 83 from approximately the 5900 block of Route 83 to Route 83 south 79th St., including the bermed area at Midway Drive, (south of Midway Drive), will be mowed to a 2 ½" to 3" height. 24.67 acres.
- B. 73rd Ct. Pump house site 3.37 acres
- C. Village Hall .30 acres

Total acreage for this section = 28.34

Fertilization & Weed Control

All applications of pesticide and fertilizer shall be scheduled with the Director of Municipal Services or his designee at least one week prior to spraying. The Village may at its discretion appoint an inspector to oversee the application. All products shall be liquid form except for planting beds, which will be applied in a granular form. All applications shall be applied in accordance with labels and manufacturers' recommendations and must be approved by the Village prior to application and scheduling. All Material Safety Data Sheets (MSDS) for the various chemicals being used within the Village must be supplied to the Village prior to their use. All employees of the Contractor who will be working with any chemicals (pesticides, fertilizers, etc.) must have all required certifications for such work and shall comply with all applicable federal, state, and local regulations.

The Contractor shall be responsible for the replacement of plant material killed off due to chemical application. Round up shall be used with extreme caution around planting beds and trees and applied only with applicator sticks.

The following application schedule and product list shall be followed:

Village Parks, Roadside Rights of Way, Medians, and Specified Facilities

APPLICATION #1 -MARCH-APRIL

Fertilization application with Crabgrass
Pre-emergent 19-3-7, Plus 0.86 Pre-M

APPLICATION #2 -- MAY

Fertilization application with Crabgrass Booster
Pre-emergent, Broadleaf Weed Control
Formolene 30-0-0, Urea 45-0-0, Potassium
Chloride 0-0-62, Broadleaf Weed Control
Trimec 899, Pre-M 6WP

APPLICATION #3 -- JUNE

Fertilization application with Broadleaf Weed Control
And Grub Control, Formolene 30-0-0,
Urea 45-0-0, Potassium Chloride 0-0-62,
Broadleaf Weed Control Trimec 899,
Merit 75 WSP

APPLICATION #4 -- JULY - AUGUST

Fertilization application with Broadleaf Weed Control
Formolene 30-0-0, Potassium Chloride 0-0-62,
Broadleaf Weed Control Trimec 899

APPLICATION #5 -- SEPTEMBER - AUGUST

Fertilization application with Broadleaf Weed Control
Follow up with Grub Control as needed. 14-3-6 with 1% iron
Trimec 899, Dylox 80 Insecticide

APPLICATION #6 -- NOVEMBER - DECEMBER

Dormant Fertilization application Urea 45-0-0

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, 2007 through April 30, 2008.

FERTILIZATION FOR VILLAGE PARKS **(Section III-W-1)**

COST

APPLICATION #1 –MARCH-APRIL

Fertilization application with Crabgrass
Pre-emergent 19-3-7, Plus 0.86 Pre-M

\$ 2310.

APPLICATION #2 – MAY

Fertilization application with Crabgrass Booster
Pre-emergent, Broadleaf Weed Control
Formolene 30-0-0, Urea 45-0-0, Potassium
Chloride 0-0-62, Broadleaf Weed Control
Trimec 899, Pre-M 6WP

\$ 2373.

APPLICATION #3 – JUNE

Fertilization application with Broadleaf Weed Control
Grub Control, Formolene 30-0-0,
Urea 45-0-0, Potassium Chloride 0-0-62,
Broadleaf Weed Control Trimec 899,
Merit 75 WSP

\$ 2730.

APPLICATION #4 – JULY – AUGUST

Fertilization application with Broadleaf Weed Control
Formolene 30-0-0, Potassium Chloride 0-0-62,
Broadleaf Weed Control Trimec 899

\$ 1890.

APPLICATION #5 – SEPTEMBER – AUGUST

Fertilization application with Broadleaf Weed Control
Grub Control as needed. 14-3-6 with 1% iron
Trimec 899, Dylox 80 Insecticide

\$ 2730.

APPLICATION #6 – NOVEMBER – DECEMBER

Dormant Fertilization application Urea 45-0-0

\$ 557.

TOTAL COST FOR VILLAGE PARKS

\$ 12,590.00

FERTILIZATION FOR ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES
(Section III-W-2)

COST

APPLICATION #1 - MARCH-APRIL

Fertilization application with Crabgrass
Pre-emergent 19-3-7, Plus 0.86 Pre-M

\$ 1764.

APPLICATION #2 - MAY

Fertilization application with Crabgrass Booster
Pre-emergent, Broadleaf Weed Control
Formolene 30-0-0, Urea 45-0-0, Potassium
Chloride 0-0-62, Broadleaf Weed Control
Trimec 899, Pre-M 6WP

\$ 1680.

APPLICATION #3 - JUNE

Fertilization application with Broadleaf Weed Control
Grub Control, Formolene 30-0-0,
Urea 45-0-0, Potassium Chloride 0-0-62,
Broadleaf Weed Control Trimec 899, Merit 75 WSP

\$ 2205.

APPLICATION #4 - JULY - AUGUST

Fertilization application with Broadleaf Weed Control
Formolene 30-0-0, Potassium Chloride 0-0-62,
Broadleaf Weed Control Trimec 899

\$ 1155.

APPLICATION #5 - SEPTEMBER - AUGUST

Fertilization application with Broadleaf Weed Control
Grub Control as needed. 14-3-6 with 1% iron
Trimec 899, Dylox 80 Insecticide

\$ 1680.

APPLICATION #6 - NOVEMBER - DECEMBER

Dormant Fertilization application Urea 45-0-0

\$ 420.

**TOTAL COST FOR ROADSIDE RIGHTS OF WAY,
MEDIANS, AND SPECIFIED FACILITIES**

\$ 8904.00

GRAND TOTAL - VILLAGE PARKS, ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES

\$ 21,494.00

Village of Willowbrook

LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 2 OF 2

Rates for services listed for 2007-08 contract period will not increase more than 5 % for the 2008-09 contract period. At its sole discretion, the Village of Willowbrook may extend the contract for a one-year term beginning on May 1, 2008 and concluding April 30, 2009.

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: ATTACHED

Company : SPRING-GREEN LAWN CARE

Address: 11927 SPAULDING SCHOOL DR
PLAINFIELD, IL 60544

Telephone No. 800-830-5914 Fax No. 815-436-8855

Signature: Armand D'Agostino

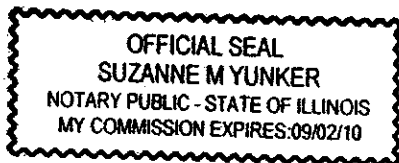
Name and Title: (Please Print) ARMAND D'AGOSTINO - COMMERCIAL SALES

Date: 2-23-07

Subscribed and sworn before me this 23rd day of February, 2007

MY COMMISSION EXPIRES:

9-2-10



Suzanne M. Yunker
NOTARY PUBLIC

Spring-Green Commercial Division

References

- ☐ **College of DuPage – Glen Ellyn (Valerie Mechelle 630-942-2574)**
- ☐ **Downers Grove Park District – Downers Grove (Len Fisher 630-963-1304)**
- ☐ **Village of Lisle – Lisle (Patti Huth 630-271-4134)**
- ☐ **Triton College – River Grove (Tony Torres 708-456-0300)**
- ☐ **Midwestern University – Oak Brook (Kevin McCormick 630-515-6053)**
- ☐ **Buffalo Grove Park District – Buffalo Grove (Steve Houde 847-459-2311)**
- ☐ **Village of Barrington – Barrington (Mike Syzmanski 847-381-7903)**
- ☐ **Hinsdale Central High School – (Jim Lewendowski)**
- ☐ **Hinsdale South High School – (Dean Balduff)**
- ☐ **Village of Willowbrook – (Tim Halik 630-323-8215)**

CONTRACTOR'S EXHIBIT – ADDITIONS OR DELETIONS

LABOR RATES

Employee Title/Classification	Hourly Rate
LAWN SERVICE PROFESSIONAL	COMMISSION

EQUIPMENT RATES

Make/Model	Hourly Rate
DNA	

SPRING-GREEN®

America's *Neighborhood* Lawn Care Team®

Spring-Green Lawn & Tree Care
11927 Spaulding School Drive, Plainfield, IL 60585
Phone 815-436-8350 800-830-5914
Fax 815-436-8855
www.spring-green.com

EXHIBIT "B"

February 28, 2008

Mr. Tim Halik
Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

Dear Tim:

Thank you for giving me the opportunity to perform the Village of Willowbrook turf program for the 2008 season. I have enjoyed working with you in the past and look forward to continuing our association.

This letter is to confirm that Spring Green Lawn & Tree Care agrees to extend its service contract for Fertilization services for the Village of Willowbrook at 5% above the 2007 bid price. Total cost for the service year beginning May 1, 2008 and ending on April 30, 2009 will be \$22,568.70.

Sincerely



Armand D'Agostino
Commercial Sales Manager

RECEIVED

MAR - 3 2008

**VILLAGE OF WILLOWBROOK
MUNICIPAL SERVICES DEPT.**

Timothy Halik

From: Armand D'Agostino [Armand@spring-green.com]
Sent: Tuesday, March 10, 2009 11:26 AM
To: Timothy Halik
Subject: Spring-Green Lawn Care
Attachments: image001.jpg

Dear Tim,

Please accept this e-mail confirming that Spring-Green Lawn Care agrees to extend its service contract for fertilization services for the Village of Willowbrook at the same cost as the 2008 contract.

Sincerely,

Armand D'Agostino

Armand D'Agostino
Commercial Sales Manager
Spring-Green Lawn Care
800-830-5914
815-436-8855 fax
815-375-9441 cell
armand@spring-green.com
www.spring-green.com

SPRING-GREEN
Your Neighborhood Lawn Care Professional.

RECEIVED

MAR 10 2009

VILLAGE OF WILLOWBROOK
BUILDING & ZONING DIVISION

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

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

AGENDA NO. 4h

AGENDA DATE: 03/23/09

STAFF REVIEW: Tim Halik,
Director of Municipal Services

SIGNATURE: TE Halik

LEGAL REVIEW: N/A

SIGNATURE: [Signature]

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: [Signature]

REVIEWED & APPROVED BY COMMITTEE:

YES ☒ on 3/09/09

NO ☐

N/A ☐

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT 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. Staff has discussed a contract renewal with Falco's and has requested that they also consider a price reduction to retain this contract. Falco's responded that they would desire to keep the contract with the Village and has offered a new two (2) year contract price, the first year reflecting a reduction in price of 5%, and the second year reflecting no increase (from the already reduced contract amount).

The Municipal Services Committee has discussed this item at their regular meeting on March 9, 2009 and recommends that the Village Board approve a contract extension with Falco's at the reduced price.

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

As stated above, from past experience, staff estimates that it takes approximately one full season to properly train and monitor a new landscape maintenance contractor to ensure the work is completed as intended and required. Given the ability to potentially forego this use of staff time, including bidding a new contract, coupled with a 5% savings from the previous contract price, this contract renewal offer will save significant Village expense. As such, staff would recommend that we waive the competitive bidding process and award a two-year contract to Falco's Landscaping.

ACTION PROPOSED:

Adopt the resolution.

RESOLUTION NO. 09-R- 11

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING
THE VILLAGE PRESIDENT 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 President 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 President 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 President 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 23rd day of March, 2009.

APPROVED:

Acting Village President

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

AGREEMENT

THIS AGREEMENT made and entered into this 23 day of March, 2009, 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 08-R-19, the Village President 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, 2008, to April 30, 2009, 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 two years, from May 1, 2009, to April 30, 2011, with the total amount not to exceed \$43,350.00 per year; and,

WHEREAS, Falco's Landscaping has agreed to provide such services as set forth in the Contract for a cost amount not to exceed \$43,350.00 per year, as agreed to by a letter to the Village dated March 5, 2009, 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, 2009, to April 30, 2011, with the cost amount not to exceed \$43,350.00 per year.

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, 2009, to April 30, 2010 and again for the subsequent period from May 1, 2010, to April 30, 2011, 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: _____
Acting Village President

ATTEST:

Village Clerk

Falco's Landscaping

By: Falco Rosar
Its: PRESIDENT

ATTEST:

Jacquelyn Salade

RESOLUTION NO. 08-R-19

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT 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 President 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 President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows;

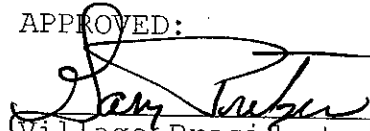
SECTION ONE: That the competitive bidding process be waived and that the President and Village Clerk be and the same are hereby authorized to execute an Agreement with Falco's Landscaping, in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Falco's 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 14th day of April, 2008.

APPROVED:


Village President

ATTEST:


Village Clerk

ROLL CALL VOTE:

AYES: Baker, Mistele, Brown, Napoli, McMahon

NAYS: 0

ABSTENTIONS: 0

ABSENT: Schoenbeck

AGREEMENT

THIS AGREEMENT made and entered into this 14 day of April, 2008, 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 07-R-17, the Village President 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, 2007, to April 30, 2008, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from May 1, 2008, to April 30, 2009, with the total amount not to exceed \$45,631.00; and,

WHEREAS, Falco's Landscaping has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$45,631.00, as agreed to by a letter to the Village

dated March 26, 2008, 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, 2008, to April 30, 2009, with the total cost amount not to exceed \$45,621.00.

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, 2008, to April 30, 2009, 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: _____
Village President

ATTEST:

Village Clerk

Falco's Landscaping

By: *Falconeri Rosas*
Its: PRESIDENT

ATTEST:

Rajeev Khanna

State of Illinois)
County of Cook) SS

Subscribed and sworn to before me by
FALCONERI ROSAS, this 9th day
of APRIL, 2008.

Rajeev Khanna
Notary Public

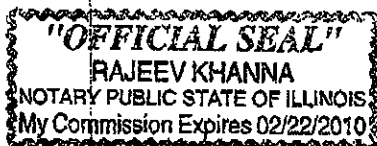


EXHIBIT "A" TO AGREEMENT

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, 2007 - APRIL 30, 2008

BIDDER: FALCO'S LANDSCAPING, 4 N 151 5TH AVENUE, ADDISON, IL
60101

APPROXIMATELY THIRTY-SEVEN (37) PAGES

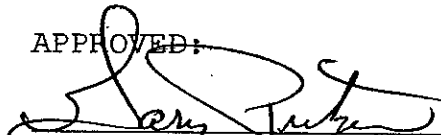
RESOLUTION NO. 07-R- 17

A RESOLUTION AUTHORIZING THE VILLAGE
PRESIDENT AND VILLAGE CLERK TO EXECUTE A
CERTAIN CONTRACT - LANDSCAPE MAINTENANCE
SERVICES - FALCO'S LANDSCAPING

BE IT RESOLVED by the President and Board of Trustees
of the Village of Willowbrook, DuPage County, Illinois, that the
Village President and Village Clerk be and the same are hereby
authorized to execute a certain contract, Falco's Landscaping,
for the 2007-2008 Landscape Maintenance Contract in an amount
not to exceed \$43,458.10, as set forth in the contract attached
hereto as Exhibit "A" which is, by this reference, expressly
incorporated herein.

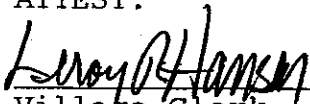
ADOPTED and APPROVED this 23rd day of April, 2007.

APPROVED:



Village President

ATTEST:



Village Clerk

ROLL CALL VOTE:

AYES: Baker, Nistele, Brown, Napoli, Schenbeck, McMahon

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

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

Required For Use By:

VILLAGE OF WILLOWBROOK
Willowbrook, Illinois 60527
March 5, 2007

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, 2007 – APRIL 30, 2008
ACCOUNT NUMBER:	_____
BID DEPOSIT: <i>Certified Check, Bank Cashier's Check or Bid Bond</i>	5% of Bid Amount (See Page 4)
PERFORMANCE BOND(S) REQUIRED:	YES (See Page 4)
DRAWINGS:	None
BID OPENING – DATE/TIME/LOCATION:	10:00 AM CST April 16, 2007 WILLOWBROOK VILLAGE HALL 7760 Quincy Street Willowbrook, Illinois 60527

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

Philip J. Modaff
Village Administrator

Sue Stanish
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, 7760 Quincy Street, 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 Village Parks & Roadside Rights of Way, Medians, and Specified Facilities**

Bid Opening: **10:00 AM CST April 16, 2007**

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

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

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

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

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

I. GENERAL CONDITIONS

A. DEFINITIONS

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

BIDDER shall mean:

FALCO'S LANDSCAPING INC.

4 N 151 5TH AVE.

ADDISON ILL. 60101

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

B. PREPARATION AND SUBMISSION OF PROPOSAL

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

Contractor's Certification Bid Proposal - Page #16
BID PROPOSAL PAGE

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

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

C. WITHDRAWAL OF PROPOSAL

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

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

D. SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

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

E. BID DEPOSIT

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

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

F. SECURITY FOR PERFORMANCE

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

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

G. EQUIVALENT PRODUCTS

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

H. BASIS OF AWARD

The Village reserves the right to accept or reject any and all bids, in whole or in part, and to waive technicalities.

I. ACCEPTANCE OF BID

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

J. CATALOGS

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

K. DELIVERY

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

L. GUARANTEES AND WARRANTS

All guarantees and warrants 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.
- C. 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.
- C. 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.
- C. 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:

0. 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.
0. 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.
0. 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.
0. 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.

0. 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.
0. 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.
0. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

SUBCONTRACTS

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

CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

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

V. INSURANCE SPECIFICATIONS

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

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

Worker's Compensation and Occupational Diseases

STATUTORY LIMIT

Employer's Liability Insurance per Occurrence

\$500,000

Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured 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

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liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said insurance.

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

3. POLICY AMENDMENTS.

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

A. INSURED.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

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

B. CONTRIBUTION NOT REQUIRED.

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

C. SEVERABILITY OF INTEREST.

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

D. SUBCONTRACTORS. (ALL COVERAGES)

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

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

F. CANCELLATION NOTICE. (ALL COVERAGES)

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

G. SUBROGATION (WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)

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

H. ACCEPTABILITY OF INSURERS. (ALL COVERAGES)

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

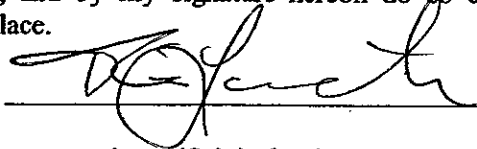
I. ASSUMPTION OF LIABILITY. (ALL COVERAGES)

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

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

I, Tim LEVERICH (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: PRESIDENT / AGENT

Organization: HOMETOWNE INSURANCE SERVICES INC.
155 CHICAGO ROAD

Address: OSWEGO, IL 60543

Phone: 630-554-4040

Fax: 630-554-4040

X. INDEMNITY HOLD HARMLESS PROVISION

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

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THIS INFORMATION
FALCO'S LANDSCAPING
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thank you.

successful Bidder shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officials, agents, employees, and volunteers, in any such action, the successful Bidder shall, at its own expense, satisfy and discharge same.

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

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

ADDITIONAL INSURED ENDORSEMENT - EXHIBIT A

Name of Insurer: PERLI INSURANCE COMPANY

Name of Insured: FALCO'S LANDSCAPING

Policy Number: CL0048732-0

Policy Period: 7-23-05 - 7-23-07

Endorsement Effective Date: 5-16-07

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

VILLAGE OF WILLOWBROOK, ITS EMPLOYEES AND
OFFICERS AS ADDITIONAL INSURED.

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:

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

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

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

FALCO'S LANDSCAPING INC

(Name of Contractor)

, as part of its bid on a

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:

Falconetti Rosa

Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This 14th day of

April

, 20 07

MY COMMISSION EXPIRES:

3-22-11

Erica Herrera

NOTARY PUBLIC



CONTRACT – Page One of Two

1. This agreement, made and entered into this 16 day of APRIL 2007, 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 Seal)

VILLAGE OF WILLOWBROOK

Attest:

By: _____
Village Clerk

By: _____
Village Administrator

IF A CORPORATION

(Corporate Seal)

CORPORATE NAME

Attest:

FALCO'S LANDSCAPING INC.

By: _____
Secretary

By: Falconeri R
President

SUBSCRIBED AND SWORN BEFORE ME

This 16th day of April, 2007.

MY COMMISSION EXPIRES: _____

3-22-11

Erica Herrera

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, 2007 to and including April 30, 2008. At the sole discretion of the Village, this contract may be extended for not more than one (1) additional twelve (12) month period under the same terms and conditions.

T. SPECIFIC CONDITIONS FOR LANDSCAPE MAINTENANCE TRASH AND DEBRIS

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

U. EQUIPMENT CONDITION

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

V. FUEL/OILING

Spilling gasoline and oil kills the grass. Mowers will not be fueled or oiled in grass areas. They should be moved to a paved area to perform this function. If any spill should occur the Contractor shall immediately commence the appropriate clean up in conformance with any and all applicable regulations. The Contractor shall be responsible for all costs associated with such a clean up and restoration and/or reimbursement for any damages that may occur.

W. FINAL APPEARANCE

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

Y. ADDITIONS OR DELETIONS

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

Z. OPTIONAL WORK

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

AA. REPORT OF WORK PERFORMED AND SCHEDULED

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

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

All grass areas of the sites specified in this section shall be mowed and trimmed. 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 1/2" 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.

0. 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
Roger's 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. Median areas and road side rights of way on Route 83 from approximately the 5900 block of Route 83 to Route 83 south 79th St., including the bermed area at Midway Drive, (south of Midway Drive), will be mowed to a 2 ½" to 3" height. 24.67 acres

2. 73rd Ct. Pump house site 3.37 acres

3. Village Hall .30 acres

Total 28.34 acres

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

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

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

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

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

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

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

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

eastern right of way of Western Ave.; 75 feet south from 59th St on the western right of way of Western Ave.

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

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

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

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

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

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

Adams St. -- Right-of Way at 7052 Adams St and 7263 Adams St. = 700' x 15'

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.

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

Aeration shall be performed in all grass areas of the sites specified in this section 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. The Director of Municipal Services shall be notified by the Contractor of the exact dates, times and locations when the aeration is being done.

<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 *	1.5
* includes both parkways on Roger's Farm Rd.	
Total acres	34.80

- 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 .30

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 used is Arthur Clesen Inc. or approved equal and is to be a granular material. Contractor shall provide the

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

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

<u>2. ROADSIDE RIGHTS OF WAY, MEDIANS, AND SPECIFIED FACILITIES</u>	<u>Number of Planting Beds</u>	<u>Est. Total Square Yards</u>
Village Hall	7	414
Village entrance signs on Rte 83	2	52
Total	9	466

DD. REQUIREMENTS FOR ALTERNATE BIDS

0. Additional Mowing

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

0. Additional Aeration

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

0. 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.

0. 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, 2007 through April 30, 2008.

Mowing and Trimming

- A. Parks (Section III-BB-1) \$ 19,600.00
- B. Roadside Rights of Way, Medians, and Specified Facilities (Section III-B-2) \$ 14,170.00

Aeration

- A. Parks (Section III-CC-1) \$ 2,548.00
- B. Roadside Rights of Way, Medians and Specified Facilities - Village Hall only (Section III-CC-2) \$ 1,842.10

Planting Bed Maintenance

- A. Parks (Section III-DD-1) \$ 2,502.00
- B. Roadside Rights of Way, Medians, and Specified Facilities (Section III-DD-2) \$ 2,796.00

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

\$ 43,458.10

(Alternate bid) Tree Ring Maintenance- Parks, Roadside Rights of Way, Medians and Other Facilities - Per Tree Unit Price

\$ 15.00 OR TIME AND MATERIAL BASIS

(Alternate bid) Additional Mowing -- Per Acre/ Per Occurrence Unit Price

\$ 500.00 P/ ACRE

(Alternate bid) Tree Fertilization - Per Tree Unit Price - Parks, Roadside Rights of Way, Medians and Other Facilities

\$ 30.00 OR TIME & MATERIAL BASIS.

Village of Willowbrook

LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 2 of 2

(CONTRACT EXTENTION)

Rates for services listed for 2007-08 contract period will not increase more than 5 % for the 2008-09 contract period. At its sole discretion, the Village of Willowbrook may extend the contract for a one-year term beginning on May 1, 2008 and concluding April 30, 2009.

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, FL 60101

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

Signature: *Falconeris*

Name and Title: (Please Print) FALCONERIS ROMAS (PRESIDENT)

Date: 4-14-07

Subscribed and sworn before me this 14th day of April, 2007

MY COMMISSION EXPIRES: 3-22-11

Erica Herrera
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): 2004 - 2007

Company Name: HAMILTON PARTNERS INC.
Address: 300 PARK BLVD. SUITE 500 ITASCA ILL. 60143
Phone # / Fax #: (630) 832-9215
Contact Person: MR. GEORGE SZEWCZYK
Dates of Service (from - to): 2000 - 2007

Company Name: ALMA MANAGEMENT
Address: 890 E. HIGGINS RD. SUITE 154 SCHMIDT ILL 60173
Phone # / Fax #: (847) 517-4400
Contact Person: MRS. ANDREA SORGANI
Dates of Service (from - to): 2002 - 2007

Company Name: HINSDALE POINT COND. ASSOC.
Address: 26 KINGERY QUARTER HINSDALE ILL 60527
Phone # / Fax #: (630) 655-4417
Contact Person: MRS. JANICE SUBASIC
Dates of Service (from - to): 2004 - 2007

CONTRACTOR'S EXHIBIT - ADDITIONS OR DELETIONS

LABOR RATES

Employee Title/Classification	Hourly Rate
FOREMAN	\$ 18.00
LABORER	\$ 9.00

EQUIPMENT RATES

Make/Model	Hourly Rate
61" RIDER BOB CAT	\$ 75.00 P/hr.
48" MOWER BOB-CAT	\$ 75.00 P/hr.

AFFIDAVIT

Customer 5326
Reference 1737 Landscape M
Amount: \$81.80

VILLAGE OF WILLOWBROOK
7760 QUINCY ST
WILLOWBROOK, IL 60521

Linda M. Siebolds, agent of Liberty Suburban Chicago Newspapers, HEREBY CERTIFIES that he/she is Legal Advertising Manager of Liberty Suburban Chicago Newspapers, that said Liberty Suburban Chicago Newspapers is a secular newspaper and has been published weekly in the Village of Willowbrook, in the county of DuPage in the state of Illinois, continuously for more than one year prior to, on and since the date of the first publication of the notice hereinafter referred to and is of general circulation throughout the county and the state.

That said agent hereby certifies that Liberty Suburban Chicago Newspapers is a newspaper as defined in Chapter 715 et seq. of the Illinois Revised Statutes.

That a notice, of which the annexed printed slip is a true copy, was published 1 (one) time in said Liberty Suburban Chicago Newspapers, namely, once each week for one successive week(s). The first publication of said notice as aforesaid was made in said newspaper dated and published on the 7th day of March A.D. 2007 and the last publication thereof was made in said newspaper dated and published on 7th day of March A.D. 2007.

IN WITNESS WHEREOF, the undersigned has caused this certification to be signed this 7th day of March A.D. 2007.

Linda M. Siebolds

Linda M. Siebolds
Legal Advertising Manager
Liberty Suburban Chicago Newspapers

LEGAL NOTICE/PUBLIC NOTICE REQUEST FOR BIDS

Notice is hereby given that the Village of Willowbrook is seeking bids for **LANDSCAPE MAINTENANCE SERVICES**, in accordance with specifications currently on file and which may be picked up in the office of the Village of Willowbrook Village Hall, located at 7760 Quincy Street, Willowbrook, Illinois 60527. Completed bids are due in the office of the Willowbrook Village Hall no later than 10:00 am on April 16, 2007, where said bids will be opened and publicly read aloud. The Village of Willowbrook reserves the right to reject any or all bids or to accept any bid which, in its judgment, will be in the best interest of the public. No bid shall be withdrawn after opening of bids without the consent of the Village of Willowbrook, Willowbrook, Illinois, for a period of sixty (60) days. Only bids responsive to the provisions of the specifications will be considered.

March 7, 2007
Liberty Suburban Newspapers 1737 WIL

143220293204 New 12/04 M 82680-L/57878-N

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



HARRIS

OFFICIAL
BANK CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

878501957

23-97/1020

PAY Two Thousand One Hundred Seventy Two and 90/100*****

TO THE
ORDER OF VILLAGE OF WILLOWBROOK

DATE
04/14/2007

AMOUNT
\$2,172.90

REMITTER FALCO'S LANDSCAPING

MEMO



Authorized Signature

Drawer: Harris N.A. - 29 (4219)

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⑈ 143222⑈ ⑆ 10200979⑆ 68008785019574⑈

EXHIBIT "B"

FALCO'S LANDSCAPING INC.

4 N 151 5TH AVE. ADDISON IL, 60101
PH (630) 458-0994 FX (630) 458-0996

RECEIVED

March 26, 2008

MAR 26 2008

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

VILLAGE OF WILLOWBROOK
MUNICIPAL SERVICES DEPT.

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

As per the incoming expiration of the 2007 – 2008 Lawn Maintenance contract we'll like to extend the contract for one more year. The new contract period will begin from May 1, 2008 – April 30, 2009 and will be an increase of 5% from the last contract for the new total amount of \$ 45,631.00

NEW TOTAL \$ 45,631.00

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

Falco Rosas

PROPOSAL ACCEPTANCE
as an Agent for:
VILLAGE OF WILLOWBROOK

By _____ Date _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 3/25/2008
PRODUCER HOMETOWNE INSURANCE SERVICES, INC. 155 CHICAGO ROAD OSWEGO, IL 60543		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED FALCO'S LANDSCAPING C/O FALCONERIS ROSAS 4N151 5TH AVENUE ADDISON, IL 60101		
		INSURERS AFFORDING COVERAGE
		NAIC #
		INSURER A: PEKIN INSURANCE
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDTL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
X	✓	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	CL0048732-0	7/23/2005	7/23/2008	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
X	✓	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☐ NON-OWNED AUTOS	P615444	7/23/2005	7/23/2008	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
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - EA ACC \$ AGG \$
X	✓	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	CU18719-0	7/23/2005	7/23/2008	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
X		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS BELOW OTHER	WC61045	7/23/2005	7/23/2008	WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Village of Willowbrook, its employees and officers as Additional Insureds.

CERTIFICATE HOLDER

Village of Willowbrook
 Administration Department
 7760 Quincy Street
 Willowbrook, IL 60527

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
05/16/2007PRODUCER
Hometowne Insurance Services, Inc.
155 Chicago Rd.
Oswego IL 60543

Phone: 630-554-4040 Fax: 630-554-4646

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.INSURED
FALCO'S LANDSCAPING INC
C/O FALCONERIS ROSAS
4N151 5TH AVE
ADDISON IL 60101**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: Pekin Insurance Company

24228

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	CL0048732-0	07/23/2005	07/23/2007	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 - COM/OP AGG \$ 2,000,000 Fire Damage
A		AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☐ NON-OWNED AUTOS	00P615444	07/23/2005	07/23/2007	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
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$	CU18719-0	07/23/2005	07/23/2007	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC61045	07/23/2005	07/23/2007	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Village of Willowbrook, its employees and officers as Additional Insureds

CERTIFICATE HOLDERVillage of Willowbrook
Administration Department
7760 Quincy Street
Willowbrook IL 60527**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

FALCO'S LANDSCAPING INC.

4 N 151 5TH AVE. ADDISON IL, 60101
PH (630) 458-0994 FX (630) 458-0996

March 05, 2009

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: Landscape Maintenance Services.

As per the incoming expiration of the 2008 – 2009 Lawn Maintenance Service contract, Falco's landscaping Inc. will like to offer a 5% decrease from the current contract of \$ 45,631.00, if the Village of Willowbrook agrees for the extension of (2) Two more years of the existing Landscape Maintenance Contract for the periods beginning as follow:

May 01, 2009 – April 30, 2010
May 01, 2010 – April 30, 2011

TOTAL COST \$ 43,350.00
TOTAL COST \$ 43,350.00

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

Falco Rosas

PROPOSAL ACCEPTANCE
as an Agent for:
THE VILLAGE OF WILLOWBROOK

By _____ Date _____

RECEIVED

MAR -5 2009

VILLAGE OF WILLOWBROOK
BUILDING & ZONING DIVISION

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A CERTAIN AGREEMENT - MOSQUITO ABATEMENT SERVICES - BETWEEN THE VILLAGE OF WILLOWBROOK AND CLARKE MOSQUITO CONTROL, INC.

AGENDA NO. 41

AGENDA DATE: 03/23/09

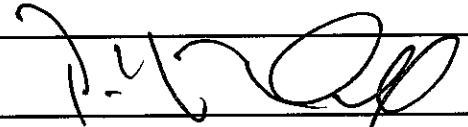
STAFF REVIEW: Tim Halik,
Director of Municipal Services

SIGNATURE:



LEGAL REVIEW: N/A

SIGNATURE:



RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE:

REVIEWED & APPROVED BY COMMITTEE:

YES ☒ on 3/09/09 NO ☐ N/A ☐

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

Our contract with Clarke Mosquito Control to provide mosquito abatement services for the Village expired after the 2008 season. Therefore, staff has met with representatives from Clarke Mosquito on several occasions to discuss the renewal contract provisions and to ensure that the contract price remains competitive with surrounding towns that receive the same or similar services from Clarke.

The result of these meetings is that Clarke has agreed to offer continued services to the Village for a new three (3) year term, at the same price as the 2008 season. Therefore, the extended contract price for the 2009, 2010, and 2011 seasons will held at \$24,231.36 per year. Staff is also recommending, similar to the last contract, that an additional \$6,000.00 be budgeted for various optional services such as adulticiding (spraying), both localized and community wide, should the need arise to combat the continuing threat of WNV. Therefore, the total budgeted cost of the 2009 program is \$30,231.36.

The technical treatment terms of the contract, including Village-wide catch basin treatment four (4) times a year, or roughly once a month during the summer season, will remain unchanged. The contract still includes the use of new insecticides, specifically Altocid XR-150® and Vectolex WSP®, which are sustained release products that can provide the required coverage for up to 120 days without re-treatment. To ensure adequate protection is in place prior to the onset of mosquito breeding attributed to West Nile Virus (WNV), a second catch basin treatment, referred to as a "booster" treatment, will be performed in mid-August.

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

Attached, please find a copy of the proposal from Clarke Environmental Mosquito Management, Inc., reflecting the extended program. Staff recommends that the Board of Trustees adopt the attached resolution authorizing the Village President to execute an agreement to provide mosquito abatement services to the Village for the coming season for \$24,231.36

ACTION PROPOSED:

Adopt the resolution.

RESOLUTION NO. 09-R- 12

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND
AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A CERTAIN
AGREEMENT - MOSQUITO ABATEMENT SERVICES - BETWEEN THE
VILLAGE OF WILLOWBROOK AND CLARKE MOSQUITO CONTROL, INC.

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the competitive bidding process is hereby waived and that the Village President is hereby authorized and directed to execute a certain agreement between the Village of Willowbrook and Clarke Mosquito Control, Inc., for Mosquito Abatement Services, per the terms and conditions contained in the documents attached hereto and incorporated herein as Exhibit "A".

ADOPTED and APPROVED this 23rd day of March 2009.

APPROVED:

Acting Village President

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

CLARKETM

159 NORTH GARDEN AVENUE
P.O. Box 72197 / ROSELLE, IL 60172
www.clarkemosquito.com
TOLL-FREE: 800-323-5727

Mosquito Control

PH: 630-894-2000
FAX: 630-894-1774

February 16, 2009

Mr. Timothy J. Halik
Director of Municipal Services
Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

S E R V I C E**P R O D U C T S****E Q U I P M E N T****E D U C A T I O N**

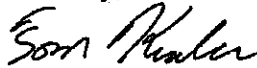
Dear Mr. Halik:

As discussed, Clarke Environmental Mosquito Management, Inc. hereby proposes to continue to provide the professional mosquito control services to the Village of Willowbrook in 2009-2011 in accordance with the terms of the contract in effect for 2008. The price for the 2009, 2010 and 2011 seasons shall be held at the 2008 level of \$24,231.36.

I have included a revised professional services agreement and payment schedule for the 2009-2011 seasons for your fiscal planning and approval.

As your committed partner in mosquito control we thank you for the opportunity to continue to provide services to the Village of Willowbrook.

Sincerely,



Tom Kessler
Control Consultant

Global
Solutions for
Mosquito
ControlTM

**RECEIVED****FEB 16 2009**

VILLAGE OF WILLOWBROOK
BUILDING & ZONING DIVISION

Clarke Environmental Mosquito Management, Inc.
Professional Services Outline For
The 2009-2011 Village of Willowbrook
Environmental Mosquito Management (EMM) Program
Extension

Part I. General Services

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response System – (800) 942-2555
- E. Comprehensive Insurance Coverage naming the Village of Willowbrook as *additionally insured*
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report

Part II. Surveillance and Monitoring

- A. Floodwater Mosquito Migration Model:
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the Village representative of an impending brood arrival.)
- B. Adult Mosquito Population Surveillance:
 - 1. Clarke New Jersey Light Trap Network: Operation of one (1) trap within the Village of Willowbrook to monitor and evaluate adult mosquito activity.
- C. Weather Monitoring – Operational Forecasts

Part III. LARVAL CONTROL

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: 10 inspections:
 - 1. Two (2) complete inspections of up to 72 sites
 - 2. Five (5) targeted inspections of up to 42 historical breeding areas
 - 3. Three (3) targeted inspections of up to (30) larval sites that historically produce *Culex* mosquito species.
 - 4. Inspections of standing water sites called in by residents on the Mosquito Hotline.

Part III. LARVAL CONTROL (Continued)

- C. Prescription Larval Control with VectoLex® (*Bacillus sphaericus*), VectoBac® (*Bacillus thuringiensis israelensis* - Bti), Abate®, and Altosid® products.
 - 1. The program provides for 50.4 acres of VectoBac® larviciding with hand, backpack or helicopter equipment.
- D. Stocking of 1,000 mosquitofish (*Gambusia affinis*) for biological control.
- E. Catch Basin Control:
 - 1. Catch Basins: One (1) treatment of up to 775 street side catch basins, inlets and manholes with Altosid® XR briquette, sustained slow release insecticide.
 - 2. Catch Basins: One (1) treatment (Booster) of up to 775 street side catch basins, inlets and manholes with Vectolex® WSP, slow release insecticide, for late season control.
 - 3. Back Yard Catch Basins: One (1) treatment of up to one known backyard catch basin at 6031 Bentley using an Altosid® XR briquette. The pricing for authorized catch basins beyond the core program will be billed at \$13.00 per backyard catch basin treatment.

Part IV. ADULT CONTROL

- A. Adulticiding in mosquito harborage areas:
 - 1. Upon the request of the Village staff, backpack barrier treatments with a synthetic pyrethroid insecticide of up to one (1) mile (or 8 gallons of insecticide) for residual control of adult mosquitoes in isolated residential areas experiencing severe mosquito annoyance conditions. Any additional authorized backpack barrier treatments beyond 1 mile (or 8 gallons) will pro-rated at the rate of \$385.00 per mile with a \$200.00 minimum charge.
- B. Adulticiding in Residential Areas:
 - 1. As authorized by the Village staff, community-wide truck ultra-low volume (ULV) treatments of a route of up to 46.5 miles of streets with Anvil 10+10® or comparable insecticide substitute. Any authorized community ULV treatments will be billed at \$3,046.48 per treatment.
- C. Adulticiding Operational Procedures:
 - 1. Notification of community contact.
 - 2. Weather limit monitoring and compliance.
 - 3. Notification of residents on Clarke Call Notification List.
 - 4. ULV particle size evaluation.
 - 5. Insecticide dosage and quality control analysis.

2009 EMM Core Program Total Cost for Parts I, II, III, IV (Extension): \$24,231.36

Clarke Environmental Mosquito Management, Inc.
Customer Agreement and Authorization
The 2009-2011 Village of Willowbrook
Environmental Mosquito Management (EMM) Program
Extension

Program Payment Plan: For Parts I, II, III, and IV as specified in the 2009-2011 Professional Services Cost Outline, the total for 2009 is \$24,231.36. The total for 2010 and 2011 shall be held at the same level of \$24,231.36. Any additional authorized treatments beyond the core program will be invoiced when the treatment is completed. The payments will be due according to the payment schedule below.

PROGRAM PAYMENT PLAN 2009-2011 EXTENSION

Installment Due Date	2009	2010	2011
May 1	\$6,057.84	\$6,057.84	\$6,057.84
June 1	\$6,057.84	\$6,057.84	\$6,057.84
July 1	\$6,057.84	\$6,057.84	\$6,057.84
August 1	\$6,057.84	\$6,057.84	\$6,057.84
TOTAL	\$24,231.36	\$24,231.36	\$24,231.36

I. Approved Contract Period and Agreement:

Please check one of the following contract periods:

☒ 2009-2011 Seasons

For The Village of Willowbrook:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

Name: Tom Kessler Title: Control Consultant Date: 2-16-09
Tom Kessler

Clarke Environmental Mosquito Management, Inc.
Customer Authorization
The 2009-2011 Village of Willowbrook
Environmental Mosquito Management (EMM) Program
Extension

ADMINISTRATIVE INFORMATION:

Invoices should be sent to:

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Office Phone: _____ Fax: _____ E-Mail: _____
Purchase Order Number: _____

Contact Person for the Village of Willowbrook:

Name: _____ Title: _____
Office Phone: _____ Fax: _____ E-Mail: _____
Home Phone: _____ Cell: _____ Pager: _____

Alternate Contact Person for the Village of Willowbrook:

Name: _____ Title: _____
Office Phone: _____ Fax: _____ E-Mail: _____
Home Phone: _____ Cell: _____ Pager: _____

Please sign and return a copy of the complete contract for our files to:

Clarke Environmental Mosquito Management, Inc., Attn: Tom Kessler,
P.O. Box 72197, 159 N. Garden Avenue, Roselle, IL 60172-9963 or Fax at (630) 894-1774

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

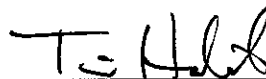
A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND
AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE
A CERTAIN AGREEMENT – JANITORIAL SERVICES – BETWEEN THE
VILLAGE OF WILLOWBROOK AND BEST QUALITY CLEANING, INC.

AGENDA NO. 4j

AGENDA DATE: 03/23/09

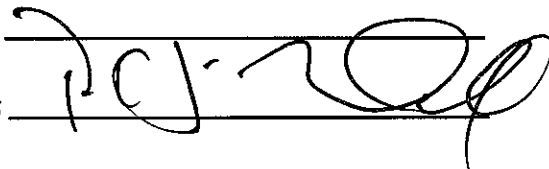
STAFF REVIEW: Tim Halik,
Director of Municipal Services

SIGNATURE:



LEGAL REVIEW: N/A

SIGNATURE:



RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE:

REVIEWED & APPROVED BY COMMITTEE:

YES ☒

on 3/09/09

NO ☐

N/A ☐

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

For the last two (2) years, Village Hall janitorial cleaning services have been provided by Best Quality Cleaning (BQC), Inc., Franklin Park, IL. Although the Village is pleased with the services currently offered by BQC, the end of the term of the current contract is April 30, 2009. Although we would typically re-bid this contract, we have recently received the attached proposal from BQC to continue to provide janitorial services to the Village for the coming year (May 1, 2009 thru April 30, 2010) at a 6% cost reduction from the current contract price.

The Municipal Services Committee has discussed this item at their regular meeting on March 9, 2009 and recommends that the Village Board approve a one-year contract extension with Best Quality Cleaning at the reduced price.

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

The public bid process for this particular contract tends to be very time consuming for staff. After the bid document is finalized, numerous copies are mailed to available janitorial vendors. In addition, a notice of the public bid is printed in both local newspapers. Given the numerous questions that are typically received from bidders, a mandatory pre-bid meeting with all vendors is held to survey the Village Hall building and answer all questions. Once the sealed bids are opened, the process to begin to re-train a potential new company begins. From past experience, staff estimates that it takes approximately 6 months time to properly train and monitor a new janitorial vendor to ensure the cleaning work is completed as intended and required. Given the ability to forego this lengthy bidding process and use of staff time, coupled with a 6% savings from the previous contract price, this contract renewal offer will save significant Village expense. As such, staff would recommend that we waive the competitive bidding process and award a one-year contract directly to BQC, Inc. for the coming year.

ACTION PROPOSED:

Adopt the resolution.

RESOLUTION NO. 09-R- 13

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT – JANITORIAL SERVICES – BETWEEN THE VILLAGE OF WILLOWBROOK AND BEST QUALITY CLEANING, INC.

WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the President and Village Clerk to execute an Agreement with Best Quality Cleaning, Inc., for the purposes of providing janitorial services to the Village of Willowbrook.

NOW, THEREFORE, BE IT RESOLVED by the President 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 President and Village Clerk be and the same are hereby authorized to execute an Agreement with Best Quality Cleaning, Inc., in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Best Quality Cleaning, Inc. providing janitorial 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 23rd day of March, 2009.

APPROVED:

Acting Village President

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

AGREEMENT

THIS AGREEMENT made and entered into this 23 day of March, 2009, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Best Quality Cleaning, Inc.

WITNESSETH:

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

WHEREAS, by Resolution 08-R-15, the Village President and Village Clerk were authorized to execute, and did execute, a certain contract with Best Quality Cleaning, Inc. for the purposes of providing facility cleaning services to the Village of Willowbrook for the period from May 1, 2008, to April 30, 2009, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from May 1, 2009, to April 30, 2010, with the total amount not to exceed \$18,900.00; and,

WHEREAS, Best Quality Cleaning, Inc. has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$18,900.00, as agreed to by a letter to the Village dated February 24, 2009, 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 Best Quality Cleaning, Inc. hereby extend the term of the Contract for the period from May 1, 2009, to April 30, 2010, with the total cost amount not to exceed \$18,900.00.

Section 3. Notwithstanding anything to the contrary, Best Quality Cleaning, Inc. hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2009, to April 30, 2010, 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.

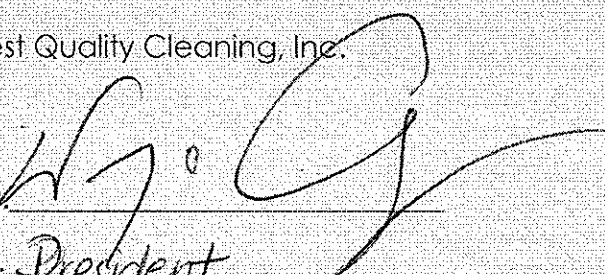
VILLAGE OF WILLOWBROOK, an Illinois
municipal corporation,

By: _____
Acting Village President

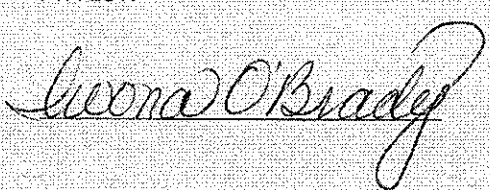
ATTEST:

Village Clerk

Best Quality Cleaning, Inc.

By: 
Its: President

ATTEST:



RESOLUTION NO. 08-R- 15

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT - JANITORIAL SERVICES - BETWEEN THE VILLAGE OF WILLOWBROOK AND BEST QUALITY CLEANING, INC.

WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the President and Village Clerk to execute an Agreement with Best Quality Cleaning, Inc., for the purposes of providing janitorial services to the Village of Willowbrook.

NOW, THEREFORE, BE IT RESOLVED by the President 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 President and Village Clerk be and the same are hereby authorized to execute an Agreement with Best Quality Cleaning, Inc., in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of Best Quality Cleaning, Inc. providing janitorial 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 24th day of March, 2008.

APPROVED:

Robert A. Napoli
Village President *Pro Tem*

ATTEST:

Leroy R. Hansen
Village Clerk

ROLL CALL VOTE: AYES: Baker, Mistele, Brown, Napoli, Schoenbeck, McMahon
NAYS: 0
ABSTENTIONS: 0
ABSENT: 0

AGREEMENT

THIS AGREEMENT made and entered into this 24 day of March, 2008, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and Best Quality Cleaning, Inc.

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 07-R-18, the Village President and Village Clerk were authorized to execute, and did execute, a certain contract with Best Quality Cleaning, Inc. for the purposes of providing facility cleaning services to the Village of Willowbrook for the period from May 1, 2007, to April 30, 2008, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from May 1, 2008, to April 30, 2009, with the total amount not to exceed \$20,100.00; and,

WHEREAS, Best Quality Cleaning, Inc. has agreed to provide such services as set forth in the Contract for a total cost amount not to exceed \$20,100.00, as agreed to by a letter to the Village

dated March 5, 2008, 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 Best Quality Cleaning, Inc. hereby extend the term of the Contract for the period from May 1, 2008, to April 30, 2009, with the total cost amount not to exceed \$20,100.00.

Section 3. Notwithstanding anything to the contrary, Best Quality Cleaning, Inc. hereby agrees to provide current insurance certificates and insurance coverage information for the period from May 1, 2008, to April 30, 2009, 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: Robert A. Napoli
Village President *h Ten*

ATTEST:

Leroy R. Hansen
Village Clerk

Best Quality Cleaning, Inc.

By: *[Signature]*
Its: President

ATTEST:

Melissa Richards

EXHIBIT "A" TO AGREEMENT

ATTACH FULLY EXECUTED COPY OF THE FOLLOWING:

SPECIFICATIONS AND CONTRACT DOCUMENTS NO. 2007-03
FOR
JANITORIAL SERVICES

CONTRACT PERIOD: MAY 1, 2007 - APRIL 30, 2008

BIDDER: BEST QUALITY CLEANING, INC., 10015 PACIFIC AVENUE,
FRANKLIN PARK, IL 60131

APPROXIMATELY FORTY-SEVEN (47) PAGES

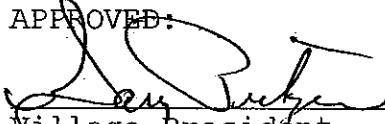
RESOLUTION NO. 07-R- 18

A RESOLUTION AUTHORIZING THE VILLAGE
PRESIDENT AND VILLAGE CLERK TO EXECUTE A
CERTAIN CONTRACT - JANITORIAL SERVICES -
BEST QUALITY CLEANING, INC.

BE IT RESOLVED by the President and Board of Trustees
of the Village of Willowbrook, DuPage County, Illinois, that the
Village President and Village Clerk be and the same are hereby
authorized to execute a certain contract, Best Quality Cleaning,
Inc., for the 2007-2008 Janitorial Services Contract in an
amount not to exceed \$20,100.00, as set forth in the contract
attached hereto as Exhibit "A" which is, by this reference,
expressly incorporated herein.

ADOPTED and APPROVED this 23rd day of April, 2007.

APPROVED:


Village President

ATTEST:


Village Clerk

ROLL CALL VOTE:

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

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

EXHIBIT "A"

SPECIFICATIONS AND CONTRACT DOCUMENTS NO. 2007-03
for

Janitorial Services

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, 2007 thru April 30, 2008

ACCOUNT NUMBER: _____

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

BOND(S) REQUIRED: Performance Security (See Page 4, Item 6)

DRAWINGS: N/A

BID OPENING - DATE/TIME/LOCATION: Monday, April 16, 2007 at 10:30 AM

VILLAGE HALL
7760 Quincy Street
Willowbrook, Illinois 60527

Issued by:

Village of Willowbrook, Illinois
7760 Quincy Street
Willowbrook, Illinois 60527
(630) 323-8215

Philip J. Modaff
Village Administrator

Sue Stanish
Director of Finance

BID NOTICE

The Village of Willowbrook will be accepting sealed bids for the item listed. Bids will be accepted at the Willowbrook Village Hall, 7760 Quincy Street, Willowbrook, until Monday, April 16, 2007 at the time shown below, at which time they will be opened and publicly read aloud.

<u>Contract #</u>	<u>Bid Item</u>	<u>Bid Opening</u>
2007-03	Janitorial Services	Monday, April 16, 2007 at 10:30 AM

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

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

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

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

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

I. GENERAL CONDITIONS

1. DEFINITIONS

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

A. BIDDER shall mean:

Best Quality Cleaning, Inc.

10015 Pacific Avenue

Franklin Park, IL 60131

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

2. PREPARATION AND SUBMISSION OF BID

The Bidder must submit his/her bid in duplicate on the forms furnished by the Village of Willowbrook. All blank spaces on the bid 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 bid 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 BIDS 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.

3. WITHDRAWAL OF BIDS

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.

4. SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

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

5. 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.

6. 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.

7. 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 equality of the substitute offered.

8. 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.

9. ACCEPTANCE OF BID

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

10. 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.

11. 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.

12. GUARANTEES AND WARRANTIES

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. TERMINATION OF CONTRACT

- A. 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.

- B. 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.

21. 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.

22. INSURANCE SPECIFICATIONS

- A. 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.
- B. The successful Bidder shall maintain limits no less than:

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

COMMERCIAL GENERAL LIABILITY

1. Comprehensive Form	COMBINED SINGLE LIMIT PER OCCURRENCE	
2. Premises - Operations	FOR BODILY INJURY AND PROPERTY	
3. Explosion & Collapse Hazard	DAMAGE	\$1,000,000
4. Underground Hazard		
5. Products/Completed Operations Hazard	PERSONAL INJURY PER OCCURRENCE	
6. Contractual Liability Coverage Included		\$1,000,000
7. Broad Form Property Damage - construction projects only.	GENERAL AGGREGATE	\$2,000,000
8. Independent contractors		
9. Personal Injury		

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

Worker's Compensation and Occupational Diseases

STATUTORY LIMIT

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.

- C. 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.
- D. 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.

23. 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

A. POLICY INFORMATION.

- 1. Insurance Company _____
- 2. Policy Number _____
- 3. Policy Term: (From) _____ (To) _____
- 4. Endorsement Effective Date _____
- 5. Named Insured _____
- 6. Address of Named Insured _____
- 7. Limit of Liability Any One Occurrence/
Aggregate \$ _____
- 8. Deductible or Self-Insured Retention (Nil unless otherwise specified)
\$ _____

B. VERIFICATION OF COVERAGE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, **within seven (7) 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 insured, 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.

C. POLICY AMENDMENTS.

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

1. INSURED.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS
AUTOMOBILE LIABILITY)

The Village, its officials, agents, employees, and volunteers are to be included as additional insured 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.

2. 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.

3. 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.

4. 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.

**5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

D. 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: _____

24. 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.

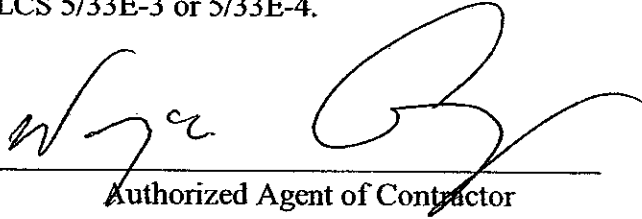
The successful Bidder expressly understands and agrees that any performance bond or insurance policies required by the contract, or otherwise provided by the successful Bidder, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents,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

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

Best Quality Cleaning, Inc., as part of its bid on a
(Name of Contractor)

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

By: 

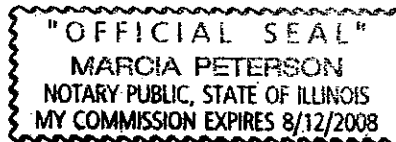
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This 5th day of

April, 20 07.

MY COMMISSION EXPIRES:




NOTARY PUBLIC

AFFIDAVIT

Customer 5326
Reference 1857 Janitorial
Amount: \$94.60

VILLAGE OF WILLOWBROOK
7760 QUINCY ST
WILLOWBROOK, IL 60521

Linda M. Siebolds, agent of Liberty Suburban Chicago Newspapers, HEREBY CERTIFIES that he/she is Legal Advertising Manager of Liberty Suburban Chicago Newspapers, that said Liberty Suburban Chicago Newspapers is a secular newspaper and has been published weekly in the Village of Willowbrook, in the county of DuPage in the state of Illinois, continuously for more than one year prior to, on and since the date of the first publication of the notice hereinafter referred to and is of general circulation throughout the county and the state.

That said agent hereby certifies that Liberty Suburban Chicago Newspapers is a newspaper as defined in Chapter 715 et seq. of the Illinois Revised Statutes.

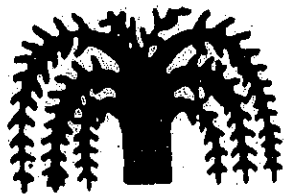
That a notice, of which the annexed printed slip is a true copy, was published 1 (one) time in said Liberty Suburban Chicago Newspapers, namely, once each week for one successive week(s). The first publication of said notice as aforesaid was made in said newspaper dated and published on the 17th day of March A.D. 2007 and the last publication thereof was made in said newspaper dated and published on 17th day of March A.D. 2007.

IN WITNESS WHEREOF, the undersigned has caused this certification to be signed this 17th day of March A.D. 2007.

LEGAL NOTICE / PUBLIC NOTICE
REQUEST FOR BIDS
Notice is hereby given that the Village of Willowbrook is seeking bids for Janitorial Services for the Village Hall and Police Department, in accordance with specifications currently on file and which may be picked up in the office of the Village of Willowbrook Village Hall, located at 7760 Quincy Street, Willowbrook, Illinois 60527. Completed bids are due in the office of the Willowbrook Village Hall no later than 10:30 am on April 16, 2007, where said bids will be opened and publicly read aloud. There is also a mandatory pre-bid meeting to be held on Friday, March 23, 2007 at 10:00 AM to review the Village Hall facility. The Village of Willowbrook reserves the right to reject any or all bids or to accept any bid which, in its judgment, will be in the best interest of the public. No bid shall be withdrawn after opening of bids without the consent of the Village of Willowbrook, Willowbrook, Illinois, for a period of sixty (60) days. Only bids responsive to the provisions of the specifications will be considered.
March 17, 2007 Liberty Suburban Newspapers 1857 WIL

Linda M. Siebolds

Linda M. Siebolds
Legal Advertising Manager
Liberty Suburban Chicago Newspapers



Village of Willowbrook
7760 Quincy Street Willowbrook, Illinois 60521-5594

708.323.8215

IN 708-323-0787

GARY PRETZER
PRESIDENT

BERNARD A. OGLIETTI
VILLAGE ADMINISTRATOR
PATRICK T. SPATAFORE
VILLAGE CLERK

PROJECT: JANITORIAL SERVICES

DATE AND TIME
OF BID OPENING:

DATE AND TIME
OF BID OPENING: MONDAY, APRIL 16, 2007 @ 10:30 AM

[illegible]

CHASE 

Illinois

Remitter **BEST QUILTY CLEANING****OFFICIAL CHECK****952812551** 23-97
1020Date **04/09/2007**Pay: **ONE THOUSAND FIVE DOLLARS AND 00 CENTS**

\$ *****1,005.00 ***

Pay To The
Order Of **VILLAGE OF WILLOWBROOK**Drawer: **JPMORGAN CHASE BANK, N.A.**
First Vice PresidentIssued by Integrated Payment Systems Inc., Englewood, Colorado
JPMorgan Chase Bank, N.A., Denver, ColoradoSecurity
Features
Details on
Back

⑈ 131100⑈ ⑆ 102000979⑆ 25009528125519⑈

ADDITIONAL INSURED ENDORSEMENT - EXHIBIT A

Name of Insurer: _____

Name of Insured: _____

Policy Number: _____

Policy Period: _____

Endorsement Effective Date: _____

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization: _____

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

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

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

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

VILLAGE OF WILLOWBROOK

BID #2007-03 JANITORIAL SERVICES SPECIFICATIONS

There will be a **MANDATORY** pre-bid walk-thru of the facility on

FRIDAY - MARCH 23, 2007 - 10:00 A.M.

All bidders must participate in this walk-thru in order to submit a bid.
Bidders will meet at the Village Hall Building located at 7760 Quincy
Street, Willowbrook for directions please call 630-323-8215.

VILLAGE OF WILLOWBROOK
BID #2007-03 JANITORIAL SERVICES SPECIFICATIONS

I. GENERAL TERMS AND CONDITIONS

A. GENERAL SPECIFICATIONS

1. In submitting this bid, the Contractor declares that the only persons or parties interested in the proposal as principals are those named herein; and that the bid is made without collusion with another person, firm, or corporation.
2. The Contractor further declares that he or she has carefully examined the Bid, Instructions to Bidders, Specifications, and Contract; and that he or she has inspected in detail the site of the proposed work and waives all right to plead any misunderstanding regarding the same.
3. The Contractor further understands and agrees that if this bid is accepted he is to furnish and provide all labor, services, materials, supplies, equipment, apparatus, and appliances as specified in this contract, except such materials as are to be furnished by the Village in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The Contractor further agrees that the Village may at any time during the progress of work covered by this contract order other work, and that all such work and materials shall be performed as extra work at the prices delineated in the contract, unless mutually agreed otherwise in advance of such work.
5. The Contractor further agrees to execute a contract for this work at time of bid proposal.
6. The Contractor further agrees to begin work on May 1, 2007 or as otherwise agreed with the Village of Willowbrook.

B. 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 which may be encountered, and all other relevant matters concerning the work to be performed and the type of trimming required 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.

C. MEETING BEFORE WORK BEGINS

It is mandatory that the Contractor meets with the Director of Municipal Services or his 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.

D. 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.

E. 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.

F. ADDITIONAL WORK

The Village reserves the right to order additional work at the same unit price as provided for in the contractor's bid. Prior to commencing any additional work, the bidder shall submit his charges for performing the work and shall not proceed until the Director of Municipal Services or his designee, has approved the charges in writing.

G. 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.

H. 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.

I. BILLING & PAYMENT

Billing shall be submitted by the Contractor on a monthly basis. Payment will be made by Village thirty (30) days or sooner after receipt of statement from Contractor

when all work has been completed in a satisfactory manner and the specifications stated herein have been met.

J. BILLING & PAYMENT

Billing shall be submitted by the Contractor on a monthly basis. Payment will be made by the Village thirty (30) days or sooner after receipt of statement from Contractor when all work has been completed in a satisfactory manner and the conditions herein have been met.

II. DETAILED CLEANING SPECIFICATIONS

A. LOCATIONS TO BE CLEANED

These specifications cover the cleaning of the Village Hall building, which consists of the Police Department, Administration offices and lobby area. These specifications are not to be construed as exclusive. It is intended that the services provided by the Contractor include all functions normally considered a part of workmanlike, satisfactory custodial work, whether or not specifically listed herein. The Village of Willowbrook's satisfaction with the cleaning services performed shall be of the utmost importance. The Contractor's employees shall always be presentable, courteous and receptive to the direction of the Village's representatives. There shall be at least one member of the Contractor's work crew capable of understanding clear directions and conversing in the English language with the Village's representatives.

B. DAYS OF SERVICE

Services shall be performed on the days and times as described below for each facility

<u>FACILITY</u>	<u>DAYS</u>	<u>TIMES</u>
Police Department	Sun – Sat	after 11:30 pm
Administration	Mon – Fri	between 9:00 pm-6:00 am
Village Hall Lobby Area	Mon – Fri	between 6:00 pm-6:00 am

Service will not be required in the Village Hall, Police Department, or Village Hall lobby area on the following holidays: New Year's Eve, New Year's day, Memorial day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas Day.

C. 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.

D. UNIFORMS

Uniforms are required to be worn (at least a smock or T-shirt with the corporate logo) and name tags are required for all employees. A picture ID with company logo must be on personnel at all times while cleaning at Village facilities.

E. 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 they pertain to the cleaning service operations, as well as, by general regulations and standards of the industry and in accordance with all applicable federal, state, and local regulations.

F. SECURITY

All cleaning service employees shall be carefully interviewed, screened, and reference checked by the Contractor before those employees are sent to any Village facility to commence providing services. Records of the same shall be provided to the Village by the Contractor for a specific cause, upon request. The Contractor shall agree to permit any person designated by the Village of Willowbrook to search any employee of the cleaning service. Any unusual occurrences will be reported immediately to the proper authority. Cleaning service personnel shall not disturb paper on desks, tables or cabinets. Cleaning crew is required to sign in and check out at the police department radio room on a daily basis.

G. SUB-STANDARD WORK

The Contractor recognizes that the Village, in its sole discretion, will determine whether the Contractor is performing in a timely and proper manner. By submitting a bill the Contractor is certifying that all work was completed as directed and specified in the contract and/or by Village representatives. Up to 20% will be deducted from the Contractor's monthly payments for documented instances of substandard workmanship. The deduction is taken from the payment for the month in which the substandard work was done.

H. SUPPLIES

The contractor shall supply all cleaning solutions, soaps, detergents, waxes, polishes, brooms, mops, rags, sponges, squeegees, buckets, mechanical polishers, buffers, vacuum cleaners and other items, tools or equipment needed to clean and sanitize the buildings. The following supplies will also be provided by the Contractor: paper towels to refill dispensers, soap for washrooms, toilet paper, urinal screens and waste can liners (see Attachment A). The Village of Willowbrook shall provide the Contractor with an appropriate secure area for the storage of cleaning supplies, implements and machinery; these implements, cleaning supplies and machinery will be kept in a sanitary and odor-free condition. All materials shall be stored in a manner/location as directed by the Village and such materials shall be moved by the Contractor if requested to do so by the Village. The contractor shall supply the Village with Material Safety Data Sheets (MSDS) for all cleaning solutions, soaps, detergents waxes and polished being used as part of the cleaning contract.

I. WALK-THROUGH INSPECTIONS

Mandatory quarterly walk through inspections with the cleaning supervisor will be scheduled with a Village's designee to observe and evaluate current service levels. Additional meetings will be at the Village's discretion. Punch list items must be completed no later than one week after notification from the Village. Punch list items not completed within the one week period will be subject to withholding 20% from the monthly payment for substandard work.

J. FACILITY DESCRIPTION AND SERVICE INTERVALS

Attached are descriptions of each facility and the service intervals for each area and each type of service to be performed. There are **twenty-six (26) pages** included in this section and it will be the responsibility of the Contractor to follow these directions. The Village of Willowbrook has invested considerable time in developing this section of the specification and expects that the specifications will be followed.

No other service intervals or service level will be allowed unless specifically authorized in writing by the Village of Willowbrook Director of Municipal Services.

There will be a MANDATORY pre-bid walk-thru of the facility on Friday, March 23, 2007 at 10:00 a.m. All bidders must participate in this walk-thru in order to submit a bid. Bidders will meet at the Village Hall Building located at 7760 Quincy Street, Willowbrook. For directions please call 630-323-8215.

K. OPTIONS

1. Carpet Cleaning

Cleaning of carpet on an as requested basis. Carpet cleaning and floor waxing will be completed during the times listed under "Days of Service" and shall be done with minimum disruption. Furniture must be moved during stripping and waxing of the floor as well as during carpet cleaning and returned in its proper place upon completion.

2. Initial Cleaning

The initial cleaning will require a total cleaning of all facilities and shall include all items listed on the specification sheets for daily, weekly, bi-weekly, monthly, quarterly and semi-annually. The Village will allow two weeks to complete the initial cleaning (May 1 – May 14, 2007). This cleaning will be used to bring the facilities up to the best standards possible.

L. MISCELLANEOUS SERVICES

The Contractor shall be responsible for immediately reporting any severe irregularities that are discovered during the course of working in the Village facilities. These may include unlocked doors, broken windows, defective plumbing, as well as loose railings, etc.

M. PROHIBITED ACTIONS

The Contractor shall maintain proper security at all facilities in which work is being conducted. This includes, but is not limited to, keeping doors locked (i.e. not propping them open) and no unauthorized individuals shall be admitted into any building at any time by the Contractor.

N. ADDITIONAL SERVICES / EMERGENCY CONDITIONS

The Contractor shall be capable of temporarily providing additional services and/or increased frequency of service if necessary due to emergency conditions or special use of the building (i.e. special public meetings on a weekend). Except for emergency conditions, the Village shall provide twenty-four (24) hour notice that increased services shall be required. Additional services outside of normal working hours and days of service, or requiring additional help during normal working hours, shall be paid at the hourly rate indicated in the contract.

**VILLAGE OF WILLOWBROOK
BID - #2007-03 JANITORIAL SERVICES**

Bidder, in submitting this bid, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This bid shall remain in force and effect for a twelve (12) month period, from May 1, 2007 through April 30, 2008.

<u>Facility</u>	<u>Address</u>	<u>Cost Including Supplies</u>
Village Hall Building	7760 Quincy Street	\$ <u>1675.00</u> monthly

OPTIONS

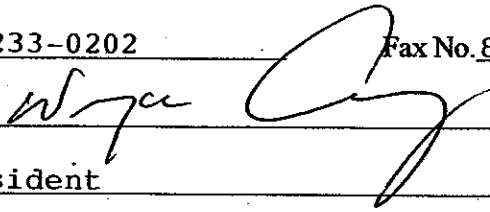
1. Carpet Cleaning	throughout building	\$ <u>no charge</u> per request
2. Initial cleaning	All Facilities	\$ <u>no charge</u>
3. Additional Cleaning	As needed (per person)	\$ <u>13.00</u> per hour

Rates for services listed for 2007/08-contract period will not increase more than 0% for the 2008/09-contract period. At its sole discretion, the Village of Willowbrook may extend the contract for a one-year term beginning May 1, 2008 and concluding April 30, 2009.

Name of Bidder: Best Quality Cleaning, Inc.

Address: 10015 Pacific Avenue
Franklin Park, IL 60131

Telephone No. 847-233-0202 Fax No. 847-233-0505

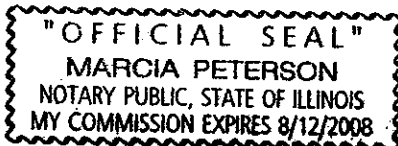
Signature: 

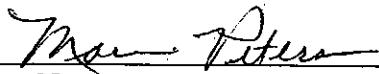
Title: President

Date: April 5, 2006

Subscribed and sworn before me this 5th day of April, 2007.

My Commission Expires: _____




Notary Public

REFERENCES

REFERENCES

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

Company Name: City of Elmhurst
Address: 209 N. York Road, Elmhurst, IL 60126
Phone #: 630-530-3034 Fax: 630-530-3048
Contact Person: Patrick Morley
Dates of Service (from - to): 2001 to present

Company Name: Village of Arlington Heights
Address: 33 S. Arlington Heights Rd., Arlington Hts., IL 60005
Phone #: 847-368-5860 Fax: 847-368-5993
Contact Person: Rob Balfour
Dates of Service (from - to): 1998 to present

Company Name: Village of Barrington
Address: 200 S. Hough Street, Barrington, IL 60010
Phone #: 847-304-3369 Fax: 847-382-3030
Contact Person: Mike Szymanski
Dates of Service (from - to): 2000 to present

Company Name: Village of Lincolnshire
Address: 1 Olde Half Day Road, Lincolnshire, IL 60069
Phone #: 847-883-8600 Fax: 847-883-8608
Contact Person: Randy Weist
Dates of Service (from - to): 1997 to present

BID #2007-03 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

POLICE DEPARTMENT

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
OFFICES							
Desks							
dust & spot damp wipe top	X						
dust & damp wipe sides		X					
polish desktop (wood)				X			
Chairs							
vacuum fabric	X						
dust & damp wipe frame & base	X						
polish (wood)				X			
Wastebaskets							
empty & replace liner	X						
damp wipe interior/exterior			X				
empty recycling bin	X						
Filing cabinets/credenzas							
dust & spot damp wipe		X					
polish (wood)			X				
Wall Hangings							
dust		X					
Windows, Ledges & Frames							
dust frame and ledge		X					
damp wipe frame and ledge			X				
clean interior window				X			
dust blinds			X				

BID #2007-03 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

POLICE DEPARTMENT

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
Computers/Computer Screens							
dust		x					
clean		x					
Floors							
vacuum carpet	x						
damp mop tile floors	x						
buff tile floors							every 3 days
strip & wax tile floors					x		
Miscellaneous							
wipe light switches	x						
dust/damp wipe overhead lights				x			
dust/damp wipe hvac vents				x			
dust/damp wipe doors & frames		x					
spot clean wall	x						
damp wipe telephones		x					
high dust for cobwebs		x					
COMMON OFFICE AREAS & HALLWAYS							
Desks							
dust & spot damp wipe top	x						
dust & damp wipe sides		x					
polish desktop (wood)				x			
Partitions							
dust frames		x					
damp wipe frames				x			
vacuum fabric					x		
shampoo fabric						x	

BID #2007-03 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

POLICE DEPARTMENT

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
Chairs							
vacuum fabric	x						
dust & damp wipe frame & base	x						
Wastebaskets							
empty & replace liner	x						
damp wipe interior/exterior			x				
empty recycling bins	x						
Filing cabinets/credenzas							
dust & spot damp wipe		x					
polish (wood)				x			
Wall Hangings							
dust		x					
high-dust for cobwebs				x			
Windows, Ledges & Frames							
dust frame and ledge		x					
damp wipe frame and ledge				x			
clean interior window				x			
Computers/Computer Screens							
dust		x					
clean glass		x					
Floors							
vacuum carpet	x						
damp mop tile floors	x						
buff tile floors							every 3 days
strip & wax tile floors					x		

BID #2007-03 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

POLICE DEPARTMENT

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
Miscellaneous							
wipe light switches	x						
dust/damp wipe overhead lights				x			
dust/damp wipe hvac bents				x			
spot clean kick plates	x						
polish kick plates				x			
empty outdoor ashtrays	x						
spot clean walls	x						
clean interior/ext. door glass		x					
clean & disinfect water fountain	x						
clean vent on water fountain				x			
damp wipe telephones	x						
RESTROOMS/LOCKER ROOMS							
Sinks & Showers							
clean & disinfect	x						
heavy clean & scrub shower			x				
Commodes & Urinals							
clean & disinfect	x						
Partitions							
dust top & spot wash		x					
damp clean doors		x					
damp clean entire partition			x				
Metal & Hardware							
damp wipe & polish	x						

BID #2007-03 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

POLICE DEPARTMENT

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
Mirrors							
spray clean	x						
Wastebaskets							
empty & replace liner	x						
damp wipe exterior & interior			x				
Floors							
damp mop	x						
vacuum	x						
damp wipe baseboards			x				
heavy clean & scrub tiles			x				
Lockers							
dust		x					
damp wipe		x					
Miscellaneous							
spot clean walls	x						
spot clean door & doorframe	x						
spot clean light switch	x						
refill dispensers/paper products	x						
spot clean kick plates	x						
polish kick plates			x				
KITCHEN/LUNCH ROOM							
Floors							
damp mop	x						
damp wipe base boards			x				
buff tile floor							every 3 days
strip & wax tile floors						x	

BID #2007-03 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

POLICE DEPARTMENT

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
Chairs							
damp wipe seats	x						
damp wipe frames				x			
Wastebaskets							
empty & replace liner	x						
damp wipe exterior & interior			x				
empty recycling	x						
Sink & Countertop							
clean & disinfect	x						
Appliance							
damp wipe front	x						
dust top & sides		x					
clean inside of microwave		x					
clean coffee pot and machine	x						
damp wipe entire surface			x				
clean refrigerator (to be scheduled w/Village representative beforehand)				x			
Miscellaneous							
spot clean walls	x						
spot clean door & door frame	x						
spot clean light switch	x						
refill dispensers/paper products	x						

BID #2007-03 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

POLICE DEPARTMENT

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
JAIL CELLS/BOOKING AREA							
Floors							
sweep & damp mop	x						
buff							every 3 days
strip & wax floor						x	
Table & Counter Tops							
clean & disinfect	x						
Chairs & Benches							
damp wipe seats	x						
clean & disinfect seats and frame		x					
Wastebaskets							
empty & replace liner	x						
damp wipe exterior & interior			x				
Holding Cells							
clean & disinfect floors	x						or as needed
clean & disinfect sink	x						or as needed
clean & disinfect commode	x						or as needed
clean & disinfect bed frame	x						or as needed
Miscellaneous							
spot clean walls	x						
spot clean door & door frame	x						
spot clean light switch	x						
damp wipe telephones		x					
clean interior/exterior windows		x					as needed

BID #2007-03 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

ADMINISTRATION

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
OFFICES							
Desks							
dust & spot damp wipe top	x						
dust & damp wipe sides		x					
polish desktop (wood)				x			
Chairs							
vacuum fabric	x						
dust & damp wipe frame & base	x						
polish (wood)				x			
Wastebaskets							
empty & replace liner	x						
damp wipe interior/exterior			x				
empty recycling	x						
Filing cabinets/credenzas							
dust & spot damp wipe		x					
polish (wood)			x				
Wall Hangings							
dust		x					
Windows, Ledges & Frames							
dust frame and ledge		x					
damp wipe frame and ledge			x				
clean interior window				x			
dust blinds			x				

BID #2007-03 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

ADMINISTRATION

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
Computers/Computer Screens							
dust		x					
clean glass		x					
Floors							
vacuum carpet	x						
wet mop tile floors	x						
buff tile floors							every 3 days
strip & wax tile floors					x		
Miscellaneous							
wipe light switches	x						
dust/damp wipe overhead lights				x			
dust/damp wipe HVAC vents				x			
dust/damp wipe door & frames		x					
spot clean walls	x						
damp wipe telephone		x					
high dust for cobwebs		x					
COMMON OFFICE AREAS & HALLWAYS							
Desks							
dust & spot damp wipe top	x						
dust and damp wipe sides		x					
polish desktop (wood)				x			
Partitions							
dust frames		x					
damp wipe frames				x			
vacuum fabric					x		
shampoo fabric						x	

BID #2007-03 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

ADMINISTRATION

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
Chairs							
vacuum fabric		x					
dust & damp wipe frame & base		x					
Wastebaskets							
empty & replace liner	x						
damp wipe interior/exterior			x				
empty recycling bins	x						
Filing cabinets/credenzas							
dust & spot damp wipe		x					
polish (wood)				x			
Reception Area Countertops							
dust & spots damp wipe	x						
Wall Hangings							
dust		x					
high-dust for cobwebs		x					
Windows, Ledges & Frames							
dust frame and ledge		x					
damp wipe frame and ledge				x			
clean interior window				x			
Computers/Computer Screens							
dust		x					
clean glass		x					

BID #2007-03 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

ADMINISTRATION

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
Floors							
vacuum carpet	x						
damp mop tile floors	x						
buff tile floors							every 3 days
strip & wax tile floors					x		
Miscellaneous							
wipe light switches	x						
dust/damp wipe overhead lights				x			
dust/damp wipe hvac vents				x			
dust/damp wipe doors & frames		x					
spot clean kick plates	x						
polish kick plates				x			
empty outdoor ashtrays	x						
spot clean walls	x						
clean interior & exterior door glass		x					
clean & disinfect water fountain	x						
clean vent on water fountain				x			
damp wipe telephones		x					
RESTROOMS							
Sinks & Showers							
clean & disinfect		x					
Commodes & Urinals							
clean and disinfect	x						

BID #2007-03 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

ADMINISTRATION

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
Partitions							
dust top & spot wash		x					
damp clean doors		x					
damp clean entire partition			x				
Metal & Hardware							
damp wipe & polish	x						
Mirrors							
spray clean	x						
Wastebaskets							
empty & replace liner	x						
damp wipe exterior & interior			x				
Floors							
damp mop	x						
vacuum	x						
damp wipe base boards			x				
heavy clean & scrub			x				
Miscellaneous							
spot clean walls	x						
spot clean door & door frame	x						
spot clean light switch	x						
refill dispensers/paper products	x						
spot clean kick plates	x						
polish kick plates			x				
KITCHEN/LUNCH ROOM							
Floors							
damp mop	x						
damp wipe baseboards			x				

BID #2007-03 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

ADMINISTRATION

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
buff tile floor							every 3 days
strip & wax tile floors						x	
stack chairs when mopping lunchroom	x						
Chairs							
damp wipe seats	x						
damp wipe frames			x				
Wastebaskets							
empty & replace liner	x						
damp wipe exterior & interior			x				
empty recycling bins	x						
Sink & Countertop							
clean & disinfect	x						
Appliances							
damp wipe front	x						
dust top & sides		x					
damp wipe entire surface			x				
clean microwave inside and out	x						
clean refrigerator (to be scheduled w/Village representative beforehand)				x			
clean coffee pot and machine	x						

BID #2007-03 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

ADMINISTRATION

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
Miscellaneous							
spot clean walls	X						
spot clean door & door frame	X						
spot clean light switch	X						
refill dispensers/paper products	X						

BID #2007-03 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

VILLAGE HALL LOBBY

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
RESTROOMS							
Sinks, Commodes & Urinals							
clean & disinfect	x						
Partitions							
dust top & spot wash		x					
damp clean doors		x					
damp clean entire partition				x			
Metal & Hardware							
damp wipe & polish	x						
Mirrors							
spray clean	x						
Wastebaskets							
empty & replace liner	x						
damp wipe exterior & interior			x				
Floors							
damp mop	x						
damp wipe baseboards			x				
heavy clean & scrub floors		x					
seal brick floors							annually
Miscellaneous							
spot clean walls	x						
spot clean door & door frame	x						
spot clean light switch	x						
refill dispensers/paper products	x						
spot clean kick plates	x						

BID #2007-03 JANITORIAL CONTRACT SPECIFICATION CHECKLIST

VILLAGE HALL LOBBY

AREA & ITEM DESCRIPTION	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	SPECIAL INSTRUCTIONS
ENTRANCE WAYS & VESTIBULES							
Door/Windows							
clean glass interior/exterior	x						
dust/damp wipe frames/edges		x					
Floors							
damp mop	x						
heavy clean & scrub floors		x					
vacuum carpet runners	x						
Furniture & Display Case							
damp wipe reception counters	x						
dust displays, wall hangings		x					
clean glass			x				
Outdoors -							
Empty garbage cans at front and rear and rear entrances	x						

BID #2007-03 JANITORIAL SERVICES

ATTACHMENT A

Cleaning Supplies for Janitorial Contract

ITEM	DESCRIPTION
Bath Roll Tissue	2 ply or better
Roll Paper Towels	Full Size
Multi-Fold Towels	Tri- fold
Deodorant Blocks	
Bottle Soap for dispensers	
Aerosol room fresheners (Refills)	
Floor Soap	
Can Liners	16 Gallon
Can Liners	33 Gallon
Can Liners	55 Gallon
Paper Cups	4.5 oz
Toilet Bowl Cleaner	
Stainless Steel Cleaner	
Glass Cleaners	
Multi Purpose Cleaners	
Toilet Brushes	
Hand Dusters	
Vacuum Cleaner	at least 1
Floor Scrubbers	at least 1
Floor strippers/waxers	

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID LW
BEST-C5

DATE (MM/DD/YYYY)
03/12/07

PRODUCER R-H INSURANCE GROUP P.O. BOX 370 LAKE ZURICH IL 60047 Phone: 847-438-6400 Fax: 847-438-1128		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED BEST QUALITY CLEANING, INC. 10015 PACIFIC AVE FRANKLIN PARK IL 60131		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: WEST BEND MUTUAL	
		INSURER B: Western Surety Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A			GENERAL LIABILITY	BCA0254726	03/13/07	03/13/08	EACH OCCURRENCE \$ 1,000,000
			☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
			☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
			☒ PER PROJECT				PERSONAL & ADV INJURY \$ 1,000,000
			AGGREGATE				GENERAL AGGREGATE \$ 2,000,000
			GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
			☐ POLICY ☐ PRO-JECT ☐ LOC				
A			AUTOMOBILE LIABILITY	BCA0254726	03/13/07	03/13/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			☐ ANY AUTO				BODILY INJURY (Per person) \$
			☒ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
			☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
A			☒ HIRED AUTOS	BCA0254726	03/13/07	03/13/08	
A			☒ NON-OWNED AUTOS	BCA0254726	03/13/07	03/13/08	
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
			☐ ANY AUTO				OTHER THAN EA ACC \$
							AUTO ONLY: AGG \$
A			EXCESS/UMBRELLA LIABILITY	CUA0290544	03/13/07	03/13/08	EACH OCCURRENCE \$ 3,000,000.
			☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 3,000,000.
			☐ DEDUCTIBLE				\$
			☐ RETENTION \$				\$
							\$
A			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCA0273061	03/13/07	03/13/08	☒ WC STATU-TORY LIMITS ☐ OTH-ER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B			JANITORIAL BOND	68582596	02/25/07	02/25/08	BLANKET \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
JANITORIAL SERVICE

CERTIFICATE HOLDER

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
TO WHOM IT MAY CONCERN
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL XXX DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

KENNETH C. MATEJKA

Kenneth C. Matejka

EXHIBIT "B"

Best Quality Cleaning, Inc.

10015 Pacific Ave., Franklin Park, IL 60131
Phone: (847) 233-0202 • Fax: (847) 233-0505
E-Mail: bqc@sbcglobal.net



"Details Are Our Business"

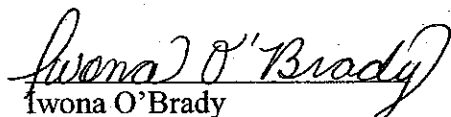
March 5, 2008

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527.

Attention: Tim Halik

We, at BQC, Inc. would be pleased to continue providing Janitorial Services to the Village of Willowbrook for the period of May 1, 2008 through April 30, 2009 under the same conditions of the existing contract.

If you would like to add or change any services for the upcoming contract year, please let me know. Otherwise, we endeavor to continue to better service your janitorial needs.


Iwona O'Brady

March 5, 2008

Cc: Albert Gaudyn, President
Marcia Peterson, Sales/Customer Service Representative

RECEIVED

MAR -7 2008

**VILLAGE OF WILLOWBROOK
MUNICIPAL SERVICES DEPT.**

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CR
BEST-C5 DATE (MM/DD/YYYY)
03/07/08

PRODUCER
Z-H INSURANCE GROUP
P.O. BOX 370
LAKE ZURICH IL 60047
Phone: 847-438-6400 Fax: 847-438-1128
INSURED

BEST QUALITY CLEANING, INC.
847-233-0505
10015 PACIFIC AVE
FRANKLIN PARK IL 60131

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	WEST BEND MUTUAL	15350
INSURER B:	Western Surety Company	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	BCA0254726	03/13/08	03/13/09	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
	☒ PER PROJECT				PERSONAL & ADV INJURY \$ 1,000,000
	AGGREGATE				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/OP AGG \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC				
A	AUTOMOBILE LIABILITY	BCA0254726	03/13/08	03/13/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☒ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
A	☒ HIRED AUTOS	BCA0254726	03/13/08	03/13/09	
A	☒ NON-OWNED AUTOS	BCA0254726	03/13/08	03/13/09	
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY	CUA0290544	03/13/08	03/13/09	EACH OCCURRENCE \$ 3,000,000.
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 3,000,000.
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCA0273061	03/13/08	03/13/09	☒ WC STATUTORY LIMITS ☐ OTHER \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	JANITORIAL BOND	68582596	02/25/08	02/25/09	BLANKET \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
JANITORIAL SERVICE//THE VILLAGE OF WILLOWBROOK, ITS OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED ON A PRIMARY NON CONTRIBUTORY BASIS AS RESPECTS GENERAL LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT. (WB1482 ATTACHED)

CERTIFICATE HOLDER

WILL075

VILLAGE OF WILLOWBROOK
ATTN: ADMINISTRATION DEPT
7760 QUINCY STREET
WILLOWBROOK IL 60527

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

KENNETH C. MATEJA

Kenneth C. Mateja

Best Quality Cleaning, Inc.

10015 Pacific Ave., Franklin Park, IL 60131
Phone: (847) 233-0202 * Fax: (847) 233-0505
E-Mail: bqc@sbcglobal.net

EXHIBIT "B"

*"Details Are Our Business"*

February 24, 2009

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

Attention: Tim Halik

We, at BQC, Inc. would be pleased to continue providing Janitorial Services to the Village of Willowbrook for the period of May 1, 2009 through April 30, 2010 under the same conditions of the existing contract, and with a price reduction.

Current Monthly Price:	\$1,675.00
New Monthly Price:	\$1,575.00

Please Note:

Paper products, liners, Kleenex, hand soap, etc. will still be included in the monthly price.

Iwona O'Brady

February 24, 2009**Cc: Albert Gaudyn, President****RECEIVED****FEB 24 2009****VILLAGE OF WILLOWBROOK
BUILDING & ZONING DIVISION**

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND CHRISTOPHER B. BURKE ENGINEERING, LTD.

AGENDA NO. 4K

AGENDA DATE: 03/23/09

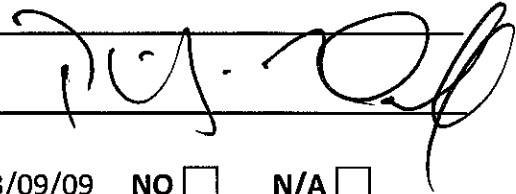
STAFF REVIEW: Tim Halik,
Director of Municipal Services

SIGNATURE: _____



LEGAL REVIEW: N/A

SIGNATURE: _____



RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: _____

REVIEWED & APPROVED BY COMMITTEE:

YES ☒ on 3/09/09 NO ☐ N/A ☐

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

As discussed in the Board Budget Workshop on February 26th, all three (3) of our above grade water storage structures are in need of maintenance repairs. Late last Fall, staff obtained an independent maintenance evaluation of all 3 towers to identify any and all maintenance deficiencies. The very detailed and comprehensive reports received identified various maintenance items including replacing vent screens and overflow screens, adding safe climbing devices, resealing hand holes, re-grouting the cone bases, misc. seam weld repairs, and spot priming and painting. Our estimate to complete all repairs is approximately \$100,000, which has been budgeted for in FY 09/10.

Staff shared the evaluation reports with engineers at Christopher B. Burke Engineering, Ltd. (CBBEL). They have reviewed the nature of all identified items and have concluded that all items may be included on one (1) bid specification to be completed by one (1) contractor. CBBEL has submitted the attached proposal for \$21,300 to provide engineering services on this project to include:

- Performing a site inspection of each tank.
- Preparing Contract Documents for bidding.
- Coordinating the bidding of the contract.
- Tabulating the received bids and recommending an award.
- Part-time construction observation of the repair work.
- Assisting the Village in processing pay requests.

The Municipal Services Committee approved this item at their regular meeting held on March 9, 2009.

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

There is available funding within the Water Fund in this fiscal year's budget to pay for the engineering services required as part of this project. After a contract is publicly bid and awarded, the work will be completed after May 1, 2009, and the payment for the work will be expended out of the budgeted Water funds for FY 09/10. Therefore, staff would recommend accepting the proposal received from CBBEL, so that work assembling the bid document can commence with the intent to have the work completed this Spring/Summer.

ACTION PROPOSED:

Adopt resolution.

RESOLUTION NO. 09-R- 14

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND CHRISTOPHER B. BURKE ENGINEERING, LTD.

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village President be and the same is hereby authorized to execute a proposal for professional services between the Village of Willowbrook and Christopher B. Burke Engineering, Ltd. relating to engineering services required to complete a rehabilitation/repair project of the Village's three water storage structures, a copy of which is attached hereto as "Exhibit A", which is by this reference expressly incorporated herein.

ADOPTED and APPROVED this 23rd day of March 2009.

APPROVED:

Acting Village President

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

February 17, 2009

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

Attention: Mr. Timothy Halik
Director of Municipal Services

Subject: Proposal for Engineering Services for Rehabilitation of the Executive Tower 500,000 Gallon High Tank, the Lake Hinsdale 500,000 Gallon High Tank and the 3 MG Standpipe, Willowbrook, IL

Dear Mr. Halik:

In response to your request, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal for professional engineering services for Rehabilitation Work for the Executive Tower 500,000 Gallon High Tank, the Lake Hinsdale 500,000 Gallon High Tank and the 3 MG Standpipe. Our understanding of the Scope of Services required include the following tasks:

- Site visit for each tank for physical site assessments accompanied by Village staff.
- Prepare Contract Documents for bidding.
- Coordinate bidding of contract.
- Assist Village in review of bids and award recommendation.
- Construction observation services (part time).
- Assist the Village in processing pay requests.

The Contract Documents will include requirements for several items of work which will be required at each tank site. At the present time, we have assumed that the Executive Tower High Tank will need to be scheduled for draining for the interior wet portion of the tank rehabilitation as this will require full blast and repainting along with miscellaneous weld repairs.

Part time construction observation services will be based upon two site visits per week (4 hours each; totaling 8 hours per week for an anticipated 2 month project duration). This service will also include review and recommendations of all pay requests for this project.

We have estimated the fee to be \$21,300 and itemized as follows:

<u>Task</u>	<u>Fee Estimate</u>
Site Visit & Follow Up Meeting	\$ 2,400
Prepare Bid Documents and Assist City with Award	\$11,000
Part Time Construction Observation (Including Processing of Pay Requests)	\$ 7,400
Directs (Allowance)	\$ 500
Total	<u>\$21,300</u>

Our proposal is based upon the following assumptions:

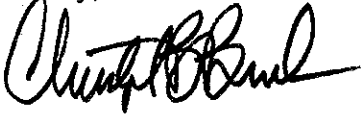
- Village will drain Executive Tower High Tank prior to painting interior wet portion of tank.
- Tank does not have any existing communication equipment and/or antennas which will interfere with the work of this contract

Please note that for any of the construction observation tasks which CBBEL may be performing, the Contractor(s) shall be informed by the City that neither the presence of CBBEL field staff nor the observation and testing (if any) by our firm shall excuse the Contractor in any way for defects discovered in the work. It is understood that CBBEL will not be responsible for job and site safety on this project; job and site safety shall be the sole responsibility of the Contractor(s). CBBEL does not have the right to stop work and will not advise/schedule/coordinate/supervise the Contractor(s) nor the Contractor's means and methods of their work. Construction observation services provided by CBBEL staff shall be limited only to and for general compliance with the Contract Document plans and specifications.

We will bill you at the hourly rates specified on the attached Schedule of Charges for Professional Services and establish our contract in conformance with the attached General Terms and Conditions, both of which are expressly incorporated into and are an integral part of this contract for Professional Engineering Services. The Scope of Services described above and related fee estimate are based upon information known to date. It shall be understood that CBBEL shall be allowed the opportunity to adjust our fee if our level of participation increases beyond that for which we have budgeted. It should be emphasized that any engineering services performed for tasks not included in this proposal and/or beyond customary efforts as well as for any additional meetings/consultation not specifically scheduled in this proposal shall be billed to you on a time and materials basis. Third party inspection services as well as direct costs for blueprints, photocopying, mailings, overnight deliveries, and report compilation are included as an Allowance in the above Fee Estimate.

We trust that this proposal is responsive to your request. If this proposal meets with your approval, please sign both copies and return one copy of this agreement as an indication of your acceptance and notice to proceed. Should you have any questions, please do not hesitate to call.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, CPESC
President

GAH/pjb

Encl. Schedule of Charges
General Terms and Conditions

cc: Daniel L. Lynch, PE (CBBEL)

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS AND CONDITIONS
ACCEPTED FOR THE VILLAGE OF WILLOWBROOK

BY: _____

TITLE: _____

DATE: _____

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CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2009

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	132
Survey III	127
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	132
Engineering Technician III	107
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CAD I	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	154
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	97
Information Technician I/II	62

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2009.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions

of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.
With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

The Village of **WILLOWBROOK**

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

Acting Village President

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Terrence Kelly

Timothy McMahon

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

Village Administrator

Philip J. Modaff

February 27, 2009

Ms. Deborah Hardin
7522 Arlene Ave
Willowbrook Il 60527

Re: Account No. 111275.001
Delinquent Water Bill

Dear Ms. Hardin:

Please be advised that your water bill is now delinquent in the amount of \$106.67. 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 23, 2009, will result in the immediate termination of your water service.

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

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

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

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:pkp

The Village of **WILLOWBROOK**

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

Acting Village President

February 27, 2009

Robert A. Napoli

Mr. & Mrs. Anthony Hruska
7619 Apple Tree Ln
Willowbrook Il 60527

Village Clerk

Re: Account No. 110190.001
Delinquent Water Bill

Leroy R. Hansen

Dear Mr. & Mrs. Hruska:

Village Trustees

Dennis Baker

Please be advised that your water bill is now delinquent in the amount of \$96.57. 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 23, 2009, will result in the immediate termination of your water service.

Terrence Kelly

Timothy McMahon

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.

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

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

Village Administrator

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

Philip J. Modaff

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:pkp

The Village of

WILLOWBROOK

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

Acting Village President

February 27, 2009

Robert A. Napoli

Mr. & Mrs. George Kosiarek
7515 Clarendon Hills Rd
Willowbrook Il 60527

Village Clerk

Re: Account No. 111490.000
Delinquent Water Bill

Leroy R. Hansen

Dear Mr. & Mrs. Kosiarek:

Village Trustees

Please be advised that your water bill is now delinquent in the amount of \$97.30. 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 23, 2009, will result in the immediate termination of your water service.

Dennis Baker

Terrence Kelly

Timothy McMahon

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.

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

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

Village Administrator

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

Philip J. Modaff

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:pkp

The Village of **WILLOWBROOK**

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

Acting Village President

February 27, 2009

Robert A. Napoli

Ms. Yolanda Martinez
7501 Brookbank Rd
Willowbrook IL 60527

Village Clerk

Re: Account No. 111770.002
Delinquent Water Bill

Leroy R. Hansen

Dear Ms. Martinez:

Village Trustees

Please be advised that your water bill is now delinquent in the amount of \$139.72. 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 23, 2009, will result in the immediate termination of your water service.

Dennis Baker

Terrence Kelly

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.

Timothy McMahon

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

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

Village Administrator

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

Philip J. Modaff

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:pkp

The Village of **WILLOWBROOK**

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

Acting Village President

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Terrence Kelly

Timothy McMahon

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

Village Administrator

Philip J. Modaff

February 27, 2009

Mr. & Mrs. Reynaldo Robles
7613 Arlene Ave
Willowbrook Il 60527

Re: Account No. 112695.000
Delinquent Water Bill

Dear Mr. & Mrs. Robles:

Please be advised that your water bill is now delinquent in the amount of \$97.69. 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 23, 2009, will result in the immediate termination of your water service.

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

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

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

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:pkp

The Village of **WILLOWBROOK**

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

Acting Village President

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Terrence Kelly

Timothy McMahon

Michael Misteale

Sandra O'Connor

Paul Schoenbeck

Village Administrator

Philip J. Modaff

February 27, 2009

Mr. Shane Simon
7724 Cherry Tree Ln
Willowbrook IL 60527

Re: Account No. 110545.003
Delinquent Water Bill

Dear Mr. Simon:

Please be advised that your water bill is now delinquent in the amount of \$85.35. 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 23, 2009, will result in the immediate termination of your water service.

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

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

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

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:pkp

VILLAGE OF WILLOWBROOK

BOARD MEETING

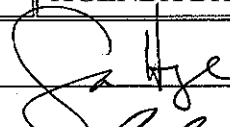
AGENDA ITEM - HISTORY/COMMENTARY

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

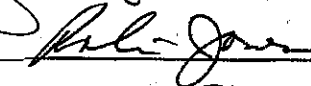
AGENDA NO. 7

AGENDA DATE: 03/23/ 2009

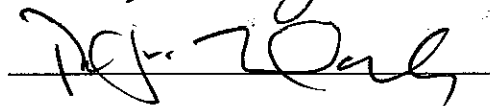
STAFF REVIEW: Sara Hage, Planner

SIGNATURE: 

LEGAL REVIEW: Robin Jones

SIGNATURE: 

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE:

Not Applicable

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT 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, annexations, and/or special use permits) during the preceding calendar year. There were several such amendments to the map in 2008. As a result, the Village's Zoning Map has been updated to reflect the various land use actions approved by the Village Board in the year 2008, along with minor corrections to the map. The attached ordinance provides for the adoption and publication of the updated Village Zoning Map.

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

ACTION PROPOSED:

Approval of the ordinance and direction to the Village Clerk to publish the map.

ORDINANCE NO. 09-O-____

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

BE IT ORDAINED by the President 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 ____ day of _____, 2009.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Exhibit "A"

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A RESOLUTION APPROVING AN IDENTITY THEFT PREVENTION PROGRAM TO BE IMPLEMENTED BY THE VILLAGE OF WILLOWBROOK

AGENDA NO. 8

AGENDA DATE: 3/23/09

STAFF REVIEW:

SIGNATURE:

LEGAL REVIEW:

SIGNATURE:

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE:

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

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

The Fair and Accurate Credit Transactions (FACT) Act of 2003 requires that creditors implement policies and procedures to detect, prevent, and mitigate the impact of identity theft. In late 2007 the FTC and federal banking agencies issued their final rules and guidelines to implement this law which has a mandatory compliance date of May 1, 2009. As noted during the 2/26/09 budget workshop the Village will no longer be using postcards for water bills to be in compliance with this act.

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

The Village is considered a creditor under the law as services are provided by the Village (water service) before a customer pays for these items. Municipalities with water/electric service are evaluating their operations and are looking to implement a reasonable system of safeguards. The safeguards are in part designed to prevent someone from establishing, accessing, or modifying a Village account for the purpose of perpetrating a fraudulent identity. Under the new law, the Village is required to have a reasonable belief that the person requesting service or accessing the account is authorized to do so.

While staff is looking to improve identity verification for our water billing function we are not proposing to capture confidential personal information, such as social security numbers of customers.

Attached are the following draft documents:

Resolution approving an identity theft prevention program

Identity Theft Prevention Program

Required Customer Information Checklist (to establish new water accounts)

ACTION PROPOSED: ADOPT RESOLUTION

RESOLUTION NO. 09-R- _____

A RESOLUTION APPROVING AN IDENTITY THEFT PREVENTION PROGRAM
TO BE IMPLEMENTED BY THE VILLAGE OF WILLOWBROOK

WHEREAS, the Fair Credit Reporting Act has been amended by the Fair and Accurate Credit Transactions Act of 2003, and regulations regarding identity theft protection, known as "Red Flag Rules" have been promulgated thereunder; and

WHEREAS, the Red Flag Rules require financial institutions and creditors to develop an Identity Theft Prevention Program which provides for the identification, detection and response to patterns, practices or other specific activities, known as "Red Flags", which could indicate identity theft; and

WHEREAS, the Village of Willowbrook, as a utility owner, is considered a creditor pursuant to the Red Flag Rules; and

WHEREAS, the Village of Willowbrook has determined that the Identity Theft Prevention Program, attached hereto as Exhibit "A" and incorporated herein, is in compliance with the Red Flag Rules and all relevant guidelines associated therewith.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK, DU PAGE, COUNTY, ILLINOIS, as follows:

SECTION ONE: That the Identity Theft Prevention Program, heretofore incorporated as Exhibit A, is hereby approved.

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 passage, approval and publication in pamphlet form as provided by law.

ADOPTED and APPROVED this 23rd day of March, 2009.

APPROVED:

President

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Village Clerk

Filed in the Office of the Village Clerk and published in pamphlet form by authority of the President and Board of Trustees of the Village of Willowbrook, DuPage, County, Illinois, this _____ day of _____, 2009.

Village Clerk

EXHIBIT A

VILLAGE OF WILLOWBROOK

IDENTITY THEFT PREVENTION PROGRAM

I. PROGRAM ADOPTION

The Village of Willowbrook (the "Village") developed this Identity Theft Prevention Program (the "Program") to implement the requirements of the Fair and Accurate Credit Transactions Act of 2003 and the federal rules and regulations promulgated thereunder (the "Red Flag Rules"). This Program is intended to establish reasonable policies and procedures to facilitate the detection, prevention and mitigation of Identity Theft in connection with the opening of new Covered Accounts and activity on existing Covered Accounts.

II. PROGRAM PURPOSE AND DEFINITIONS

A. Fulfilling requirements of the Red Flag Rules

Under the Red Flag Rules, every financial institution and creditor is required to establish a program tailored to its size, complexity and the nature of its operation. Each program must contain reasonable policies and procedures to:

1. Identify relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the program;
2. Detect Red Flags that have been incorporated into the program;
3. Respond appropriately to any Red Flags that are detected to prevent and mitigate Identity Theft; and
4. Ensure the program is updated periodically, to reflect changes in risks to customers or to the safety and soundness of the creditor from Identity Theft.

B. Definitions

When used in this Program, the following terms have the meanings set forth opposite their name, unless the context clearly requires that the term be given a different meaning:

Covered Account: The term "Covered Account" means any account that the Village offers or maintains, primarily for personal, family or household purposes, that involves or is designed to permit multiple payments of transactions. A utility account is a "Covered Account." The term "Covered Account" also includes any accounts offered or maintained by the Village for which there is a reasonably foreseeable risk to Customers or to the safety and soundness of the Village from Identity Theft. (16 CFR 681.2(b)(3)(ii)).

Customer: The term "Customer" means a person that has a Covered Account with the Village, as defined herein.

Identity Theft: The term "Identity Theft" means a fraud committed or attempted using the Identifying Information of another person without authority.

Identifying Information: The term "Identifying Information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including any name, social security number, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number. Additional examples of "Identifying Information" are set forth in 16 CFR §603.2(a).

Red Flag: The term "Red Flag" means a pattern, practice or specific activity that indicates the possible existence of Identity Theft.

Certain terms used but not otherwise defined herein shall have the meanings given to them in the FTC's Identity Theft Rules (16 CFR Part 681) or the Fair Credit Reporting Act of 1970 (15 U.S.C. §1681 *et seq.*), as amended by the Fair and Accurate Credit Transactions Act of 2003.

III. ADMINISTRATION OF THE PROGRAM

The initial adoption and approval of this Program shall be by Resolution of the Village Board. Thereafter, changes to this Program of a day-to-day operational character and decisions relating to the interpretation and implementation of this Program may be made by the Finance Director of the Village who shall be the Program Administrator. Major revisions of this policy shall be approved by the Village Board.

IV. IDENTIFICATION OF RELEVANT RED FLAGS

The Village has considered the guidelines and the illustrative examples of possible Red Flags from the Red Flag Rules and has reviewed the Village's past history with instances of Identity Theft, if any. The Village hereby determines that the following are the relevant Red Flags for purposes of this Program given the relative size of the Village and the limited nature and scope of the services that the Village provides to its citizens:

- A. Alerts, notifications, or other warnings received from consumer reporting agencies or service providers including:
 - 1. Report of a credit freeze.
 - 2. Report of an address disparity.
 - 3. Report of fraud or an active duty alert.
 - 4. Report which indicates a pattern of activity that is inconsistent with the history and unusual pattern of activity of an applicant for a Covered Account or a Customer including, without limitation:
 - i. A recent and significant increase in volume of inquiries;
 - ii. An unusual number of recently established credit relationships;

- iii. A material change in the use of credit, especially with respect to recently established credit relationships; or
- iv. An account that was closed for cause or identified for abuse of account privileges by any financial institution or creditor.

B. The presentation of suspicious documents, including:

- 1. Documents provided for identification appear to have been altered or forged (any document for identification which appears not to be genuine and unaltered).
- 2. The photo or physical description on the identification documentation is not consistent with the appearance of the applicant presenting the identification documentation.
- 3. Any information which is not consistent with the identification of the applicant (including, without limitation, documentation given to open or close an account and signatures on a check which appear to be forged).
- 4. An application appears to have been altered or forged, or gives the appearance of having been destroyed and reassembled.

C. The presentation of suspicious personal Identifying Information, including:

- 1. Personal identification is of the same type associated with fraudulent activity: fictitious address, mail box drop, or a prison or phone number is invalid or phone number is associated with a pager or answering service.
- 2. Personal identification provided is associated with known fraudulent activity (for example, the address on the application is the same as the address provided on a fraudulent application).
- 3. Personal identification is inconsistent with utility records.
- 4. The Customer fails to provide all needed personal identification upon request.
- 5. The address or telephone number is the same or similar to the account number or telephone number submitted by an unusually large number of persons opening accounts or other Customers.

D. The unusual use of, or other suspicious activity related to, a Covered Account, including:

- 1. The Village is notified of unauthorized charges or transactions in connection with a Customer's account.
- 2. Customer notifies the Village that they are not receiving their bill.
- 3. Mail sent to Customer is repeatedly returned.
- 4. Payments are made in a manner associated with fraud. For example, a deposit or initial payment is made and no payments are made thereafter.
- 5. A Covered Account is used in a manner that is not consistent with established patterns of activity on the account, such as nonpayment when there is no history of late or missed payments.
- 6. The Village is notified by a customer, a victim of identity theft, a law enforcement official or others, that it has opened a fraudulent account for a person engaged in Identity Theft.

V. DETECTION OF RED FLAGS

The employees of the Village that interact directly with Customers on a day-to-day basis shall have the initial responsibility for monitoring the information and documentation provided by the Customer and any third-party service provider in connection with the opening of new accounts and the modification of or access to existing accounts and the detection of any Red Flags that might arise. The Program Administrator shall see to it that all employees who might be called upon to assist a Customer with the opening of a new account or with modifying or otherwise accessing an existing account are properly trained such that they have a working familiarity with the relevant Red Flags identified in this Program so as to be able to recognize any Red Flags that might surface in connection with the transaction.

Attached hereto as Attachment No. 1 is the procedure to be followed in order for a prospective new Customer to open a new account. The Program Administrator shall establish from time to time a written policy setting forth the manner in which Customers with existing accounts shall establish their identity before being allowed to make modifications to or otherwise gain access existing accounts.

VI. RESPONSE TO DETECTED RED FLAGS TO PREVENT AND MITIGATE IDENTITY THEFT

Appropriate responses to prevent or mitigate Identity Theft when a Red Flag is detected include:

1. Monitoring a Covered Account for evidence of Identity Theft.
2. Contacting the Customer.
3. Changing any passwords, security codes, or other security devices that permit access to a Covered Account.
4. Reopening a Covered Account with a new account number.
5. Not opening a new Covered Account.
6. Closing an existing Covered Account.
7. Not attempting to collect on a Covered Account or not selling a Covered Account to a debt collector.
8. Notifying law enforcement.
9. Determining that no response is warranted under the particular circumstances.

In order to further prevent the likelihood of Identity Theft, the Village will take the following steps with respect to its internal operating procedures to protect Identifying Information:

1. Ensure that its website is secure or provide clear notice that the website is not secure if applicable.
2. Ensure complete and secure destruction of paper documents and computer files containing Identifying Information.
3. Ensure that office computers are password protected.
4. Keep office clear of papers containing Identifying Information.
5. Ensure computer virus protection is up to date.

6. Require and keep only the kinds of Identifying Information that are necessary for Village purposes.
7. Ensure all identifying information is held in a locked file cabinet.

VI. PROGRAM UPDATES – RISK ASSESSMENT

This Program, including relevant Red Flags, is to be updated as often as necessary but at least annually to reflect changes in risks to Customers from Identity Theft. If warranted, the Program Administrator will update the Program or present the Village Board with recommended changes. Factors to consider in the Program update include:

1. An assessment of the risk factors identified above.
2. Any identified Red Flag weaknesses in associated account systems or procedures.
3. Changes in methods of Identity Theft.
4. Changes in methods to detect, prevent, and mitigate Identity Theft.
5. Changes in business arrangements, including mergers, acquisitions, alliances, joint ventures, and service provider arrangements.
6. Any and all relevant changes to Federal, State or local laws.

All staff, employees and third-party service providers performing any activity in connection with one or more Covered Accounts are to be provided appropriate training and receive effective oversight to ensure that the activity is conducted in accordance with policies and procedures designed to detect, prevent, and mitigate the risk of Identity Theft.

Attachment No. 1

Required Customer Information Checklist

Procedure for Opening New Account

1. New utility accounts may be opened in the following manner:
 - In Person Walk-In
 - Via Telephone
2. Information and documentation required for walk-in account activations:
 - a. Driver's License or alternate government issued picture ID
 - b. New service address
 - c. Signature on application
 - d. Service telephone number (cell/business/or new service phone number)
3. Information and documentation required for telephone account activations:
 - a. Fax or mailed copy of driver's license or alternate government issued picture ID
 - b. New service address
 - c. Most recent previous address
 - d. Signature on application
 - e. Service telephone number (cell/business/or new service phone number)
 - f. The billing address must be the service address unless the customer comes into Village Hall to verify identity in person.
4. Steps to be taken by the customer service representative:
 - a. Check driver's license/alternate government issued identification
 - b. Review checklist of Red Flags/determine if any present
 - c. Make a copy of driver's license/alternate government issued ID

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A CONTRACT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD., FOR ENGINEERING SERVICES RELATED TO THE PREPARATION OF STP PROJECT APPLICATION AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR EXECUTION OF SAID CONTRACT

AGENDA NO. 9**AGENDA DATE:** 03/23/09

STAFF REVIEW: Philip J. Modaff
Village Administrator

SIGNATURE:**LEGAL REVIEW:****SIGNATURE:****RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:**

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

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

DuPage Mayors and Managers Conference (DMMC) issued a Call for Projects on March 5, 2009, for transportation projects qualifying for federal stimulus grant funding. The due date for project submittal was March 16, 2009. In order to prepare a grant application for a project that could provide street lighting on Route 83 at the intersections with 63rd Street and Plainfield Road, it was necessary to use the engineering services of Christopher B. Burke Engineering, Ltd. (CBBEL).

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

The Village Administrator signed the attached proposal dated March 6, 2009, for engineering services from CBBEL at an estimated cost of \$5,900. While the budget did not contemplate this work, funding is available in an appropriate line item:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AVAILABLE FUNDS</u>
GenFd	01-35-720-245	Fees – Engineering	\$6,000

ACTION PROPOSED: ADOPT THE RESOLUTION

RESOLUTION NO. 09-R-_____

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A CONTRACT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD., FOR ENGINEERING SERVICES RELATED TO THE PREPARATION OF STP PROJECT APPLICATION AND RATIFYING AND CONFIRMING THE VILLAGE ADMINISTRATOR'S PRIOR EXECUTION OF SAID CONTRACT

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 a contract with Christopher B. Burke Engineering, Ltd., for engineering services related to the preparation of STP project application, attached hereto as Exhibit "A" and made a part hereof, and that the Village Administrator's prior execution of said contract be and the same is hereby ratified and confirmed.

ADOPTED and APPROVED this 23rd day of March, 2009.

APPROVED:

Village President

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

March 6, 2009

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

Attention: Mr. Timothy Halik
Director of Municipal Services

Subject: Proposal for Engineering Related to the Preparation of STP Project Application
for Intersection Lighting @ IL Rte 83 (Kingery Hwy) at Plainfield and at 63rd St.
Willowbrook, IL

Dear Mr. Halik:

UNDERSTANDING OF ASSIGNMENT

In response to your request, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal for professional engineering services related to preparation of STP project applications for intersection lighting @ IL Rte 83 (Kingery Highway) and 63rd Street and also at IL Rte 83 (Kingery Highway) and Plainfield Road.

SCOPE OF SERVICES

Our understanding of the Scope of Services required include the following tasks:

- Data collection of information required from Village, County and State.
- Site visit for each intersection for physical site assessments of existing structure accompanied by Village staff.
- Prepare two independent applications, one for each intersection.
- Coordination and attendance at IDOT and local agency meeting
- Preparation of preliminary engineer's opinion of probable construction cost.

The applications will include several items of information which will need to be attained required from several Village departments such as average daily traffic and peak hour counts, raw accident counts and intersection condition rating surveys.

ESTIMATE OF FEE

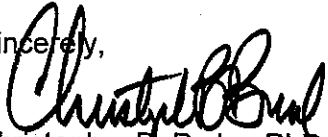
We have estimated the fee to be \$5,900 and itemized as follows:

<u>Task</u>	<u>Fee Estimate</u>
Data Collection & Project Kickoff Meeting with Village and Site Visits to Each Intersection	\$ 1,650
Preparation of STP Application Documentation	\$ 2,000
Meeting with Liaison	\$ 750
Preparation of Engineer's Opinion of Probable Cost	\$ 1,000
Directs (Allowance)	\$ 500
Total	\$ 5,900

We will bill you at the hourly rates specified on the attached Schedule of Charges for Professional Services and establish our contract in conformance with the attached General Terms and Conditions, both of which are expressly incorporated into and are an integral part of this contract for Professional Engineering Services. The Scope of Services described above and related fee estimate are based upon information known to date. It shall be understood that CBBEL shall be allowed the opportunity to adjust our fee if our level of participation increases beyond that for which we have budgeted. It should be emphasized that any engineering services performed for tasks not included in this proposal and/or beyond customary efforts as well as for any additional meetings/consultation not specifically scheduled in this proposal shall be billed to you on a time and materials basis. Third party inspection services as well as direct costs for blueprints, photocopying, mailings, overnight deliveries, and report compilation are included as an Allowance in the above Fee Estimate.

We trust that this proposal is responsive to your request. If this proposal meets with your approval, please sign both copies and return one copy of this agreement as an indication of your acceptance and notice to proceed. Should you have any questions, please do not hesitate to call.

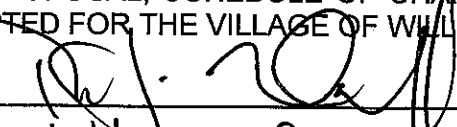
Sincerely,


Christopher B. Burke, PhD, PE, D.WRE, CPESC
President

Encl. Schedule of Charges
General Terms and Conditions

cc: Daniel L. Lynch, PE (CBBEL)

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS AND CONDITIONS
ACCEPTED FOR THE VILLAGE OF WILLOWBROOK

BY: 
TITLE: Village Administrator
DATE: March 12, 2009

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2009

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	132
Survey III	127
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	132
Engineering Technician III	107
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CAD I	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	154
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	97
Information Technician I/II	62

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2009.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions

of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

MINUTES OF THE SPECIAL FINANCE AND ADMINISTRATION COMMITTEE MEETING OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, FEBRUARY 23, 2009 AT 6:30 P.M. IN THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order by Chairman Tim McMahon at 6:30 p.m.

2. ROLL CALL

Those present at roll call were Trustees Tim McMahon, Sandra O'Connor, Director of Finance Sue Stanish and Village Administrator Phil Modaff.

3. APPROVAL OF MINUTES

Minutes of the January, 12 2009 Regular Finance and Administration Committee meeting were reviewed and approved.

4. REVIEW MONTHLY REPORTS

The Committee reviewed and highlighted the items below for the month of January.

- Total cash outlay for all Village funds -\$1,263,795
- Average daily outlay of cash for all Village funds - \$40,768
- Average daily expenditures for the general fund (monthly basis) - \$31,826
- Average daily expenditures for the general fund - \$20,876

5. REVIEW OF REVENUES - May 1, 2008 - January 31, 2009

- Sales tax receipts - \$2,667,819 up 14.04% from the prior year
- Utility tax receipts - \$965,969 up 8.5% from the prior year
- Income Tax receipts - \$695,573 up 3.5% compared to the prior year
- Places of Eating Tax receipts - \$289,518 up 26.3% compared to the prior year
- Building Permit receipts - \$138,684 down 82% compared with the prior year
- Water sales receipts - \$1,288,552 down 4.3% compared with the prior year
- Hotel/Motel Tax receipts - \$62,967 down 18.4% compared with the prior year
- Motor Fuel Tax receipts \$174,558 down 8.4% compared with the prior year

6. INFORMATION - February 3, 2009 Park and Recreation Commission Packet

7. VISITORS BUSINESS

There were no visitors present at the meeting.

8. EXECUTIVE SESSION - Personnel

9. ADJOURNMENT

The meeting was adjourned at 7:20 p.m.