

## A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, SEPTEMBER 9, 2013, AT 6:30 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public comment is limited to three minutes per person
5. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (APPROVE)
  - b. Minutes - Regular Board Meeting - August 26, 2013 (APPROVE)
  - c. Minutes - Executive Session - August 12, 2013 (APPROVE)
  - d. Warrants - \$132,592.67 (APPROVE)
  - e. Monthly Financial Report - August 31, 2013 (APPROVE)
  - f. Motion to Approve - 2013 MFT Roadway Maintenance Program: Payout #1 - Partial Payment - Crowley-Sheppard Asphalt, Inc. (APPROVE)
  - g. Proclamation - A Proclamation Designating September 17<sup>th</sup> through 23<sup>rd</sup>, 2013 as "Constitution Week" in the Village of Willowbrook (APPROVE)

## NEW BUSINESS

6. ORDINANCE - AN ORDINANCE RE-ZONING CERTAIN PROPERTY FROM THE R-1 RESIDENTIAL DISTRICT TO THE R-3 RESIDENTIAL DISTRICT - 5805 S. HOLMES AVENUE
7. RESOLUTION - A RESOLUTION ACCEPTING A PROPOSAL FOR PROFESSIONAL SERVICES - MUNICIPAL FACILITIES PLANNING - WILLIAMS ARCHITECTS
8. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT - BID PACKAGE 1A - GRADING, WATERFORD PARK IMPROVEMENT PROJECT - RNR CONTRACTORS, MORRIS, IL

9. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT - BID PACKAGE 2A - CONCRETE PAVING, WATERFORD PARK IMPROVEMENT PROJECT - THE KENNETH COMPANY, LEMONT, IL
10. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT - BID PACKAGE 3A - ASPHALT PAVING, WATERFORD PARK IMPROVEMENT PROJECT - MATTHEWS PAVING, OAK LAWN, IL
11. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT - BID PACKAGE 4A - PLAYGROUND SAFETY SURFACING, WATERFORD PARK IMPROVEMENT PROJECT - CONTINENTAL CONSTRUCTION, EVANSTON, IL
12. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT - BID PACKAGE 5A - SHELTER & SITE FURNISHINGS, WATERFORD PARK IMPROVEMENT PROJECT - HACIENDA LANDSCAPING, PLAINFIELD, IL
13. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT - BID PACKAGE 6A - LANDSCAPING, WATERFORD PARK IMPROVEMENT PROJECT - HACIENDA LANDSCAPING, PLAINFIELD, IL
14. MOTION - A MOTION TO APPROVE APPLICATION FOR A LICENSE TO HOLD A RAFFLE - WOUNDED WARRIORS PROJECT

PRIOR BUSINESS

15. COMMITTEE REPORTS
16. ATTORNEY'S REPORT
17. CLERK'S REPORT
18. ADMINISTRATOR'S REPORT
19. MAYOR'S REPORT

20. EXECUTIVE SESSION:

- a) REVIEW 2013 MINUTES - Pursuant to 5 ILCS 120/2(c)(21) Regarding the Minutes of Executive Session Meetings that were Lawfully Closed Under the Open Meetings Act

21. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, AUGUST 26, 2013 AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

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

ABSENT: None.

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

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Trustee Baker to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - August 12, 2013 (APPROVE)
- c. Minutes - Executive Session - July 22, 2013 (APPROVE)
- d. Warrants - \$251,311.93 (APPROVE)
- e. Resolution - A Resolution Accepting a Proposal to Manage and Administer the Promotional Application and Examination Process for the Police Sergeant Hiring Process - Selection Works - Resolution No. 13-R-45 (ADOPT)
- f. Resolution - A Resolution Petitioning the West Central Municipal Conference (WCMC) for Associate Membership - Resolution No. 13-R-46 (ADOPT)



- g. Plan Commission Recommendation - Consideration of a Petition to Re-Zone from the Village R-1 Residential District to the Village R-3 Residential District, 5805 S. Holmes Avenue (RECEIVE)
- h. Proclamation - A Proclamation Recognizing Fire Prevention Week and Fire Safety Month in October within the Village of Willowbrook (APPROVE)
- i. Proclamation - A Proclamation Honoring the DuPage convalescent Center on their 125<sup>th</sup> Anniversary (APPROVE)
- j. Motion - A Motion to Approve Application for a License to Hold a Raffle - Walgreen's - Rustic Falls Nature Camp (APPROVE)

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

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

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

MOTION DECLARED CARRIED

#### NEW BUSINESS

##### 6. PRESENTATION - PLEASANTVIEW FIRE PROTECTION DISTRICT

Chief Kevin Doyle of the Pleasantview Fire Protection District gave a presentation about the Insurance Services Office raising the rating from a Class 3 to a Class 2, which quantifies the services that are provided to the citizens. Chief Doyle presented Mayor Trilla with a Community Partnership Award for the Willowbrook Public Works Department.

##### 7. DELINQUENT WATER BILLS

Administrator Halik advised that there are no outstanding water bills at this time.

8. ORDINANCE - AN ORDINANCE AMENDING SECTION 3-12-3 ENTITLED, "LOCAL LIQUOR CONTROL COMMISSIONER:" AND SECTION 3-12-22 ENTITLED, "REVOCATION; SUSPENSION; COSTS:" OF CHAPTER 12 ENTITLED, "LIQUOR" OF TITLE 3 ENTITLED, "BUSINESS" OF THE VILLAGE CODE FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

Administrator Halik advised that in the past, the Willowbrook Mayor has typically served as the designated Willowbrook Liquor Control Commissioner. Mayor Trilla does not wish to serve directly as the Liquor Control Commission. State law does permit the Mayor to appoint one or more deputy commissioners; however, this provision was not included in the Village's local ordinance.

Administrator Halik advised that the Village Attorney has prepared an amendatory ordinance that updates the code to include the ability for the Mayor to appoint a deputy commissioner.

Once the ordinance has been passed, the Mayor intends to appoint Trustee Oggerino as the Village Deputy Local Liquor Control commissioner. Per Village Ordinance, Trustee Oggerino will be compensated in the amount of \$500 per month to perform these duties. This money will come out of the original allocation for the Mayor. This is not a new expenditure.

MOTION: Made by Trustee Davi and seconded by Trustee Baker to pass Ordinance No. 13-O-33.

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

MOTION DECLARED CARRIED

9. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

Administrator Halik stated that on Friday, August 23, 2013 the members of the Labor Union voted to ratify the negotiated Collective Bargaining Agreement. The term of this agreement runs from May 1, 2013 to April 30, 2016. Wage increases are 2½% effective May 1, 2013; 2½% effective May 1, 2014; and 2½% effective May 1, 2015. An increase was also included for Field Training Officer pay which is similar to other towns.

With regards to the Board's question about responding to complaints and unfounded complaints removed from personnel files, the Village Labor Attorney inserted exception language for litigation, EEOC cases, the Illinois Department of Human Rights proceedings, and ethics charges.

Adoption of this resolution will serve to approve the agreement and authorize the Mayor and Village Clerk to execute the agreement.

MOTION: Made by Trustee Mistele and seconded by Trustee Baker to adopt Resolution No. 13-R-47.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

10. COMMITTEE REPORTS

Trustee Baker requested discussion reference a new canine unit for the next Public Safety Committee meeting.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Oggerino had no report.

11. ATTORNEY'S REPORT

Attorney Bastian had no report.

12. CLERK'S REPORT

Clerk Hansen had no report.

13. ADMINISTRATOR'S REPORT

Administrator Halik stated that two new employees have been hired. Jacob Hendrix was hired for the Public Works Maintenance Worker position and will start on September 3<sup>rd</sup>. Virginia Stoltz has been hired to fill the Public Works Coordinator position and will begin on September 9<sup>th</sup>.

14. MAYOR'S REPORT

Mayor Trilla had no report.

15. EXECUTIVE SESSION

- a. REVIEW 2013 MINUTES - Pursuant to 5 ILCS 120/2(c)(21) Regarding the Minutes of Executive Session Meetings That Were Lawfully Closed Under the Open Meetings Act
- b. DISCUSSION - Pursuant to 5 ILCS 120/2(c)(21) Regarding the Destruction of Audio or Video Recordings of Closed Meetings Under the Open Meetings Act for the Purpose of a Semi-Annual Review of Said Recordings as Mandated by 5 ILCS 120/2.06(3)(c)(1)
- c. DISCUSSION - Pursuant to 5 ILCS 120/2(c)(21) Regarding Previously Approved Minutes of Meetings That Were Lawfully Closed Under the Open Meetings Act for the Purpose of a Semi-Annual Review of Said Minutes as Mandated by 5 ILCS 120/2.06(d), for Purposes of Possible Release

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Trustee Baker and seconded by Trustee Kelly to recess into Executive Session at the hour of 6:48 p.m.

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

MOTION DECLARED CARRIED

The Board reconvened the Regular Meeting at the hour of 6:55 p.m.

16. RESOLUTION - A RESOLUTION AUTHORIZING THE DESTRUCTION OF  
AUDIO OR VIDEO RECORDINGS OF CLOSED MEETINGS

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino to adopt Resolution No. 13-R-48 as presented.

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

MOTION DECLARED CARRIED

17. RESOLUTION - A RESOLUTION MAKING A DETERMINATION RELATIVE  
TO THE RELEASE OF EXECUTIVE SESSION MINUTES PURSUANT TO THE  
ILLINOIS OPEN MEETINGS ACT

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adopt Resolution No. 13-R-49 as presented.

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

MOTION DECLARED CARRIED

18. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Baker, to adjourn the Regular Meeting at the hour of 7:02 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

September 9, 2013.

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Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

## WARRANTS

SEPTEMBER 9, 2013

GENERAL CORPORATE FUND	-----	\$119,544.78
WATER FUND	-----	11,100.25
HOTEL/MOTEL TAX FUND	-----	1,767.64
L.A.F.E AND R FUND	-----	180.00
TOTAL WARRANTS	-----	\$132,592.67



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Tim Halik, Village Administrator

APPROVED:

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Frank A. Trilla, Mayor

## VILLAGE OF WILLOWBROOK

RUN DATE: 09/05/13

BILLS PAID REPORT FOR SEPTEMBER, 2013

PAGE: 1

RUN TIME: 10:48AM

GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AL WARREN OIL CO (2205)	09/10 CK# 82679	\$4,214.58
10796851 GASOLINE INVENTORY 01-190-126	01-190-126	4,214.58
ALL AMERICAN PAPER COMPANY (68)	09/10 CK# 82680	\$195.90
80833 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	178.50
80833 UNIFORMS 01-501-345	01-35-710-345	17.40
AMERICAN FIRST AID SERVICE INC (77)	09/10 CK# 82681	\$60.00
156925 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	60.00
AMERICAN LITHO (2436)	09/10 CK# 82682	\$1,871.00
245992-01 PRINTING & PUBLISHING 01-601-302	01-20-550-302	1,871.00
APPRIZE PROMOTIONAL PRODUCTS (2457)	09/10 CK# 82683	\$135.00
52757 PRINTING & PUBLISHING 01-501-302	01-35-710-302	135.00
ARAMARK UNIFORMS SERVICES (2564)	09/10 CK# 82684	\$1,265.28
15420143 UNIFORMS 01-501-345	01-35-710-345	249.06
15421238 UNIFORMS 01-501-345	01-35-710-345	653.41
15421961 UNIFORMS 01-501-345	01-35-710-345	362.81
ARROWHEAD SCIENTIFIC INC (123)	09/10 CK# 82685	\$186.30
65636 OPERATING EQUIPMENT 01-451-401	01-30-630-401	186.30
AT & T (67)	09/10 CK# 82687	\$2,500.88
R26-5644 AUG13 PHONE - TELEPHONES 01-420-201	01-10-455-201	1,250.44
R26-5644 AUG13 PHONE - TELEPHONES 01-451-201	01-30-630-201	1,250.44
ATLAS BUSINESS SOLUTIONS INC (2563)	09/10 CK# 82688	\$480.00
IVC077130 DRUG FORFEITURE EXP. - FEDERAL 01-465-349	01-30-650-349	480.00
B GUNTHER & COMPANY INC. (163)	09/10 CK# 82689	\$63.01
88648 REIMB. EXPENSES - MEMORIAL PROGRAM 01-610-352	01-20-565-352	63.01
BILL BERG (1735)	09/10 CK# 82691	\$50.00
2013 PRIZE \$ SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	50.00
BLACK GOLD SEPTIC (208)	09/10 CK# 82692	\$310.00
254/AUG 13 MAINTENANCE - PW BUILDING	01-35-725-418	310.00
BUTTREY RENTAL SERVICE, INC. (265)	09/10 CK# 82693	\$482.00
171190 EQUIPMENT RENTAL 01-535-290	01-35-750-290	482.00
MARK CAPOSIENO (292)	09/10 CK# 82694	\$96.00
AUG 13 GAMES SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	96.00
CHRISTINA SANDERS (1735)	09/10 CK# 82695	\$50.00
13 PRIZE \$ SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	50.00
CLASS ACT (351)	09/10 CK# 82696	\$75.00
DEP 12/15/13 CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	75.00
COLLEEN RYAN (1735)	09/10 CK# 82697	\$50.00
PRIZE \$ 2013 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	50.00
COMMONWEALTH EDISON (370)	09/10 CK# 82698	\$1,121.38
1844110006AUG13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	681.40
4215105154AUG13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	439.98
CREATIVE BRICK (2565)	09/10 CK# 82699	\$589.93
360973 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	589.93
CURRIE MOTORS (421)	09/10 CK# 82700	\$26,841.00
T1613 SQUAD 59 NEW VEHICLES 01-485-625	01-30-680-625	26,841.00

## VILLAGE OF WILLOWBROOK

RUN DATE: 09/05/13

BILLS PAID REPORT FOR SEPTEMBER, 2013

PAGE: 2

RUN TIME: 10:48AM

GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DAN LEHMAN (1735)	09/10 CK# 82701	\$175.00
PRIZE \$ 13 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	175.00
DELTA DENTAL PLAN OF ILLINOIS (468)	09/10 CK# 82702	\$3,440.14
SEPT 13 EMP DED PAY-INS 01-210-204	01-210-204	701.71
SEPT 13 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	188.56
SEPT 13 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	53.07
SEPT 13 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	106.14
SEPT 13 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	2,116.57
SEPT 13 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	114.89
SEPT 13 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	159.20
DUPAGE COUNTY CHILDREN'S CENTER (499)	09/10 CK# 82704	\$3,000.00
2013/14 CONTRIB DUPAGE CHILDREN'S CENTER 01-451-242	01-30-630-242	3,000.00
ED GRANT (1735)	09/10 CK# 82706	\$225.00
13 PRIZE SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	225.00
FALCO'S LANDSCAPING INC (581)	09/10 CK# 82707	\$7,278.87
30654 #4 CONTRACTED MAINTENANCE 01-615-281	01-20-570-281	3,251.21
30654 #4 TREE MAINTENANCE 01-535-338	01-35-750-338	2,452.66
3069 LANDSCAPE - VILLAGE HALL 01-405-293	01-10-466-293	787.50
3069 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	787.50
FERDINAND GUZMAN (1466)	09/10 CK# 82708	\$200.00
2013 PERMIT 34 PARK PERMIT FEES 01-310-814	01-310-814	200.00
FRED LANGER (1735)	09/10 CK# 82709	\$25.00
PRIZE \$ - 2013 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	25.00
GADDIS DAVID (652)	09/10 CK# 82710	\$256.52
UNIFORMS 13 UNIFORMS 01-451-345	01-30-630-345	256.52
ROY GIUNTOLI (690)	09/10 CK# 82711	\$60.00
ICC RENEWAL 13 FEES DUES SUBSCRIPTIONS 01-551-307	01-40-810-307	60.00
GOVT FINANCE OFCRS ASSN (705)	09/10 CK# 82712	\$280.00
14 BUDGET AWD FEES DUES SUBSCRIPTIONS 01-25-610-307	01-25-610-307	280.00
W.W. GRAINGER (1999)	09/10 CK# 82713	\$556.35
9218239896 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	4.15
9218239904 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	116.83
9218889161 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	64.77
9222458359 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	26.51
9224596594 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	312.67
9226879022 OPERATING EQUIPMENT 01-540-401	01-35-755-401	31.42
H AND R CONSTRUCTION INC. (742)	09/10 CK# 82714	\$3,900.00
14605 ADA PARK IMPROVEMENTS 01-630-520	01-20-590-521	3,900.00
HARRY MATTSON (1735)	09/10 CK# 82715	\$50.00
2013 - PRIZE \$ SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	50.00
DAVE HILBERT (781)	09/10 CK# 82716	\$128.00
AUG 13 GAMES SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	128.00
HILTON HOTEL (788)	09/10 CK# 82717	\$220.10
IML CONF 13 SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	220.10
HINSDALE HUMANE SOCIETY (792)	09/10 CK# 82718	\$350.00
MAY-JULY 2013 ANIMAL CONTROL 01-465-268	01-30-650-268	350.00
HOME DEPOT CREDIT SERVICES (808)	09/10 CK# 82719	\$98.71
7024619 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	98.71



## VILLAGE OF WILLOWBROOK

RUN DATE: 09/05/13

BILLS PAID REPORT FOR SEPTEMBER, 2013

PAGE: 3

RUN TIME: 10:48AM

GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
HOVING PIT STOP (816)	09/10 CK# 82720	\$686.00
7181 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	392.00
7194 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	294.00
I.R.M.A. (966)	09/10 CK# 82721	\$1,085.42
JULY 2013 SELF INS - DEDUCTIBLE 01-515-272	01-35-730-272	1,085.42
INTERGOVERNMENTAL PERSONNEL (934)	09/10 CK# 82722	\$40,458.03
SEPT 2013 EMP DED PAY-INS 01-210-204	01-210-204	10,076.34
SEPT 2013 LIFE INS BENEFIT -APPOINTED/ELECTED	01-05-410-141	49.09
SEPT 2013 LIFE INS BENEFIT -APPOINTED/ELECTED	01-07-435-148	29.24
SEPT 2013 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	1,130.37
SEPT 2013 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	706.59
SEPT 2013 PLAN COMMISSION COMPENSATION	01-15-510-340	43.43
SEPT 2013 EMPLOYEE BENEFITS - MEDICAL 01-601-141	01-20-550-141	77.00
SEPT 2013 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	1,425.54
SEPT 2013 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	23,517.56
SEPT 2013 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	1,260.22
SEPT 2013 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	2,142.65
JASON PERGANDE (1735)	09/10 CK# 82723	\$225.00
13 - PRIZE \$ SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	225.00
JILL HEYSER (1466)	09/10 CK# 82724	\$100.00
2013 PERMIT #21 PARK PERMIT FEES 01-310-814	01-310-814	100.00
JP MORGAN CHASE (251)	09/10 CK# 82725	\$50.00
DUPLICATE PYMNT BURGLAR ALARM FEES 01-310-724	01-310-724	50.00
JUSTIN FRAIT (1735)	09/10 CK# 82726	\$275.00
PRIZE \$ - 13 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	275.00
KANE - DUPAGE SWCD OFFICE (2491)	09/10 CK# 82727	\$290.00
FISH PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	290.00
KIEFT BROTHERS INC (1051)	09/10 CK# 82728	\$833.40
197272 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	833.40
DENNIS KOWSKA (1078)	09/10 CK# 82729	\$96.00
AUGUST 13 GAMES SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	96.00
MEL KREJCI (1081)	09/10 CK# 82730	\$84.50
AUG 13 GAMES SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	84.50
LEMONT POLICE DEPARTMENT (2323)	09/10 CK# 82731	\$50.00
7/10/13 FIRING RANGE 01-451-245	01-30-630-245	50.00
MARCO EVIDENTE (1466)	09/10 CK# 82733	\$100.00
2013PERMIT #31 PARK PERMIT FEES 01-310-814	01-310-814	100.00
MIDWEST LASER SPECIALISTS, INC (1276)	09/10 CK# 82734	\$207.98
1081991 OPERATING EQUIPMENT 01-451-401	01-30-630-401	207.98
MUNICIPAL CLERKS OF DUPAGE CNTY (1318)	09/10 CK# 82735	\$22.00
MTG STUCLH SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	22.00
MUNICIPAL CLERKS OF ILLINOIS (1317)	09/10 CK# 82736	\$80.00
13/14 DUES FEES DUES SUBSCRIPTIONS 01-05-410-307	01-05-410-307	80.00
NATIONAL FIRE PROTECTION ASSN (1338)	09/10 CK# 82737	\$165.00
13/14 RENEWAL FEES DUES SUBSCRIPTIONS 01-551-307	01-40-810-307	165.00
NCPERS GROUP LIFE INSURANCE (1355)	09/10 CK# 82738	\$112.00
SEPT 13 EMP DED-SUPPLEMENTAL LIFE INSURANCE	01-210-213	112.00

## VILLAGE OF WILLOWBROOK

RUN DATE: 09/05/13

BILLS PAID REPORT FOR SEPTEMBER, 2013

PAGE: 4

RUN TIME: 10:48AM

GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
NEXTEL COMMUNICATION (1357)	09/10 CK# 82739	\$111.70
952377363031 PHONE - TELEPHONES 01-420-201	01-10-455-201	34.99
952377363031 PHONE - TELEPHONES 01-451-201	01-30-630-201	76.71
NICOR GAS (1370)	09/10 CK# 82740	\$145.83
39303229304AG13 NICOR GAS	01-35-725-415	41.73
95476110002AG13 NICOR GAS 01-405-235	01-10-466-235	104.10
NUTOYS LEISURE PRODUCTS (1400)	09/10 CK# 82741	\$1,915.00
40204 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	1,267.00
40223 REIMB. EXPENSES - MEMORIAL PROGRAM 01-610-352	01-20-565-352	648.00
O'HARA TRUE VALUE HOME AND HARDWARE (2481)	09/10 CK# 82742	\$134.56
BALANCE DUE OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	134.56
OCCUPATIONAL HEALTH CENTERS (2413)	09/10 CK# 82743	\$676.00
1007637756 WELLNESS 01-440-276	01-10-480-276	676.00
PACIFIC TELEMAGEMENT SERVICES (2197)	09/10 CK# 82744	\$78.00
560503 PHONE - TELEPHONES 01-420-201	01-10-455-201	78.00
PAM ROHRBACHER (1735)	09/10 CK# 82745	\$50.00
2013-PRIZE \$ SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	50.00
PEPSI COLA GEN BOT (1479)	09/10 CK# 82746	\$423.28
32485312 COMMISSARY PROVISION 01-420-355	01-10-455-355	423.28
PETTY CASH C/O TIM HALIK (1492)	09/10 CK# 82747	\$87.78
9/5/13 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	29.21
9/5/13 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	50.00
9/5/13 OPERATING EQUIPMENT 01-451-401	01-30-630-401	8.57
PUBLIC SAFETY DIRECT INC (2309)	09/10 CK# 82748	\$95.00
24494 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	95.00
RAY O'HERRON CO., INC. (1594)	09/10 CK# 82749	\$78.70
1325441 OPERATING EQUIPMENT 01-451-401	01-30-630-401	42.90
1325534 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	35.80
RICK ROCK (2544)	09/10 CK# 82750	\$64.00
AUGUST 13GAMES SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	64.00
RON SNEED (1735)	09/10 CK# 82751	\$75.00
PRZE \$ 2013 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	75.00
SCOTT CONTRACTING INC (1682)	09/10 CK# 82752	\$5,990.00
2191 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	850.00
2192 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	995.00
2193 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,470.00
2194 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,090.00
2195 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,585.00
SEASON COMFORT, CORP. (1687)	09/10 CK# 82753	\$353.50
202048 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	353.50
SHELL OIL COMPANY (1706)	09/10 CK# 82754	\$70.06
65199309308 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	70.06
SHELTON MARK (1709)	09/10 CK# 82755	\$120.61
BOPC SERGEANT FEES DUES SUBSCRIPTIONS 01-740-307	01-07-435-307	120.61
MARC SILHAN (2141)	09/10 CK# 82756	\$32.00
AUGUST 13 GAMES SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	32.00

## VILLAGE OF WILLOWBROOK

RUN DATE: 09/05/13

BILLS PAID REPORT FOR SEPTEMBER, 2013

PAGE: 5

RUN TIME: 10:48AM

GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
TAMELING INDUSTRIES (1844)	09/10 CK# 82758	\$1,507.28
89108 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	297.57
89331 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	1,209.71
THOMPSON ELEV. INSPECT. SERVICE (1873)	09/10 CK# 82759	\$387.00
13-2821 REIMB.	01-40-830-117	387.00
ULTIMATE RENTAL SERVICES, INC (2566)	09/10 CK# 82760	\$495.00
50% DEPOSIT CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	495.00
UNIFIRST (1926)	09/10 CK# 82761	\$233.36
0610789193 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	179.50
0610789279 MAINTENANCE - PW BUILDING	01-35-725-418	53.86
WAREHOUSE DIRECT (2002)	09/10 CK# 82763	\$159.84
2043124-0 OPERATING EQUIPMENT 01-451-401	01-30-630-401	159.84
WLBK BURR RIDGE CHAMBER OF COM (2053)	09/10 CK# 82764	\$460.00
2013GOLF OUTING SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	460.00
TOTAL GENERAL CORPORATE FUND		\$119,544.78

## VILLAGE OF WILLOWBROOK

RUN DATE: 09/05/13

BILLS PAID REPORT FOR SEPTEMBER, 2013

PAGE: 6

RUN TIME: 10:48AM

WATER FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AT & T MOBILITY (64)	09/10 CK# 82686	\$71.83
826930710AUG 13 PHONE - TELEPHONES 02-401-201	02-50-401-201	71.83
AT & T (67)	09/10 CK# 82687	\$691.97
323-03374 AUG13 PHONE - TELEPHONES 02-401-201	02-50-401-201	310.69
323-0975 AUG13 PHONE - TELEPHONES 02-401-201	02-50-401-201	280.34
734-9661 AUG13 PHONE - TELEPHONES 02-401-201	02-50-401-201	100.94
DELTA DENTAL PLAN OF ILLINOIS (468)	09/10 CK# 82702	\$114.89
SEPT 13 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	114.89
EAST JORDAN IRON WORKS, INC. (540)	09/10 CK# 82705	\$183.39
3635537 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	183.39
H AND R CONSTRUCTION INC. (742)	09/10 CK# 82714	\$2,100.00
14606 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	2,100.00
INTERGOVERNMENTAL PERSONNEL (934)	09/10 CK# 82722	\$1,303.88
SEPT 2013 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	1,303.88
M.E. SIMPSON COMPANY INC (1235)	09/10 CK# 82732	\$375.00
24263 LEAK SURVEYS 02-430-276	02-50-430-276	375.00
SUNSET SEWER & WATER (2276)	09/10 CK# 82757	\$6,227.50
2013-230 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	4,799.50
2013-242 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	1,428.00
VERIZON WIRELESS (1972)	09/10 CK# 82762	\$31.79
9710134665 PHONE - TELEPHONES 02-401-201	02-50-401-201	31.79
TOTAL WATER FUND		\$11,100.25

## VILLAGE OF WILLOWBROOK

RUN DATE: 09/05/13

BILLS PAID REPORT FOR SEPTEMBER, 2013

PAGE: 7

RUN TIME: 10:48AM

HOTEL/MOTEL TAX FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	09/10 CK# 82703	\$1,767.64
BAL DUE FY12/13 FEES-DUES-SUBSCRIPTIONS 03-401-307	03-53-401-307	1,767.64
TOTAL HOTEL/MOTEL TAX FUND		\$1,767.64

## VILLAGE OF WILLOWBROOK

RUN DATE: 09/05/13

BILLS PAID REPORT FOR SEPTEMBER, 2013

PAGE: 8

RUN TIME: 10:48AM

LAND ACQUISITION, FACILITY EXPANSION &amp; RENOVATION FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
BANNERVILLE USA INC (2146)	09/10 CK# 82690	\$180.00
16834 FACILITIES	14-75-930-415	180.00
TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUN		\$180.00

## VILLAGE OF WILLOWBROOK

RUN DATE: 09/05/13

BILLS PAID REPORT FOR SEPTEMBER, 2013

PAGE: 9

RUN TIME: 10:48AM

## SUMMARY ALL FUNDS

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	119,544.78	*
02-110-105	WATER FUND-CHECKING 0010330283	11,100.25	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	1,767.64	*
14-110-105	LAND ACQUISITION, FACILITY EXPANSION & RENOVATION-CHEC	180.00	*
TOTAL ALL FUNDS		132,592.67	**

VILLAGE OF WILLOWBROOK  
MONTHLY FINANCIAL REPORT

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RUN: 09/04/13 5:03PM

SUMMARY OF FUNDS AS OF AUGUST 31, 2013

PAGE: 1

FUND DESCRIPTION	DETAIL	BALANCE
GENERAL CORPORATE FUND		\$3,721,990.35
MONEY MARKET	\$2,687,729.33	
MARKET VALUE	194,289.60	
PETTY CASH	950.00	
SAVINGS	839,021.42	
TOTAL	\$3,721,990.35	
WATER FUND		\$324,771.20
MONEY MARKET	\$324,771.20	
HOTEL/MOTEL TAX FUND		\$22,683.44
MONEY MARKET	\$22,683.44	
MOTOR FUEL TAX FUND		\$292,900.97
MONEY MARKET	\$292,900.97	
T I F SPECIAL REVENUE FUND		\$8,768.07
MONEY MARKET	\$8,768.07	
SSA ONE BOND & INTEREST FUND		\$59,461.82
MONEY MARKET	\$59,461.82	
POLICE PENSION FUND		\$17,490,573.08
AGENCY CERTIFICATES	\$3,797,800.46	
CORPORATE BONDS	2,322,134.80	
EQUITIES	1,969,917.96	
MUNICIPAL BONDS	696,472.70	
MUTUAL FUNDS	5,415,036.32	
MONEY MARKET	98,162.64	
MARKET VALUE	2,646,954.38	
TREASURY NOTES	544,093.82	
TOTAL	\$17,490,573.08	
SSA ONE PROJECT FUND		\$44.82
MONEY MARKET	\$44.82	
WATER CAPITAL IMPROVEMENTS FUND		\$478,068.74
MONEY MARKET	\$478,068.74	
CAPITAL PROJECT FUND		\$101,265.74
MONEY MARKET	\$101,265.74	
2008 BOND FUND		\$11,373.05
MONEY MARKET	\$11,373.05	
LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND		\$2,252,776.30
CHECKING	\$5,915.78	
MONEY MARKET	2,246,860.52	
TOTAL	\$2,252,776.30	
TOTAL MONIES		\$24,764,677.58

RESPECTFULLY SUBMITTED THIS 31ST DAY OF AUGUST, 2013



TIM HALIK, VILLAGE ADMINISTRATOR

FRANK A. TRILLA, MAYOR



VILLAGE OF WILLOWBROOK  
MONTHLY FINANCIAL REPORT

RUN: 09/04/13 5:03PM

DETAILED SUMMARY OF FUNDS AS OF AUGUST 31, 2013

PAGE: 2

FUND DESCRIPTION	DETAIL	BALANCE
GENERAL CORPORATE FUND		\$3,781,238.66
AS PER SUMMARY, AUGUST, 2013	\$3,721,990.35	
DUE TO/FROM WATER FUND	54,937.81	
DUE TO/FROM HOTEL/MOTEL TAX FUND	-7,924.26	
DUE TO/FROM TIF FUND	8.00	
DUE TO/FROM CAPITAL PROJ FUND	428.00	
DUE TO/FROM 2008 BOND FUND	11,798.76	
	\$3,781,238.66	
WATER FUND		\$258,544.39
AS PER SUMMARY, AUGUST, 2013	\$324,771.20	
DUE TO/FROM GENERAL FUND	-54,937.81	
DUE TO/FROM 2008 BOND FUND	-11,289.00	
	\$258,544.39	
HOTEL/MOTEL TAX FUND		\$30,607.70
AS PER SUMMARY, AUGUST, 2013	\$22,683.44	
DUE TO/FROM GENERAL FUND	7,924.26	
	\$30,607.70	
MOTOR FUEL TAX FUND		\$292,900.97
AS PER SUMMARY, AUGUST, 2013	\$292,900.97	
T I F SPECIAL REVENUE FUND		\$8,760.07
AS PER SUMMARY, AUGUST, 2013	\$8,768.07	
DUE TO/FROM GENERAL FUND	-8.00	
	\$8,760.07	
SSA ONE BOND & INTEREST FUND		\$59,461.82
AS PER SUMMARY, AUGUST, 2013	\$59,461.82	
POLICE PENSION FUND		\$17,490,573.08
AS PER SUMMARY, AUGUST, 2013	\$17,490,573.08	
SSA ONE PROJECT FUND		\$44.82
AS PER SUMMARY, AUGUST, 2013	\$44.82	
WATER CAPITAL IMPROVEMENTS FUND		\$478,068.74
AS PER SUMMARY, AUGUST, 2013	\$478,068.74	
CAPITAL PROJECT FUND		\$100,837.74
AS PER SUMMARY, AUGUST, 2013	\$101,265.74	
DUE TO/FROM GENERAL FUND	-428.00	
	\$100,837.74	
2008 BOND FUND		\$10,863.29
AS PER SUMMARY, AUGUST, 2013	\$11,373.05	
DUE TO/FROM GENERAL FUND	-11,798.76	
DUE TO/FROM WATER	11,289.00	
	\$10,863.29	
LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND		\$2,252,776.30
AS PER SUMMARY, AUGUST, 2013	\$2,252,776.30	
TOTAL MONIES		\$24,764,677.58

\$71,230.66 INTEREST POSTED THIS FISCAL YEAR

VILLAGE OF WILLOWBROOK

RUN: 09/04/13 5:03PM

INVESTMENTS BY FUND AND MATURITY DATE AS OF AUGUST 31, 2013

PAGE: 3

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
GENERAL CORPORATE FUND								
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.05%	1,844.03	MM	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.05%	33,122.10	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	150,385.54	MM	N/A
01-110-332		COMMUNITY BANK WB	MONEY MARKET		0.27%	9,479.89	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	1,671,282.38	MM	N/A
01-120-154		IMET	POOLED INVEST		0.03%	651,834.56	MM	N/A
01-120-155		IMET	20321-101		0.03%	169,780.83	MM	N/A
TOTAL MONEY MARKET						\$2,687,729.33		
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			194,289.60	MV	N/A
TOTAL MARKET VALUE						\$194,289.60		
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
TOTAL PETTY CASH						\$950.00		
01-110-257		COMMUNITY BANK OF WB	SAVINGS			820,371.42	SV	N/A
01-110-335		U.S. BANK	LOCKBOX			18,650.00	SV	N/A
TOTAL SAVINGS						\$839,021.42		
TOTAL GENERAL CORPORATE FUND						\$3,721,990.35		
AVERAGE ANNUAL YIELD						0.11%		
WATER FUND								
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.30%	320,852.64	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	3,918.56	MM	N/A
TOTAL MONEY MARKET						\$324,771.20		
TOTAL WATER FUND						\$324,771.20		
AVERAGE ANNUAL YIELD						0.30%		
HOTEL/MOTEL TAX FUND								
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	22,683.44	MM	N/A
TOTAL MONEY MARKET						\$22,683.44		
TOTAL HOTEL/MOTEL TAX FUND						\$22,683.44		
AVERAGE ANNUAL YIELD						0.13%		
MOTOR FUEL TAX FUND								
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	292,900.97	MM	N/A
TOTAL MONEY MARKET						\$292,900.97		
TOTAL MOTOR FUEL TAX FUND						\$292,900.97		
AVERAGE ANNUAL YIELD						0.13%		

## VILLAGE OF WILLOWBROOK

RUN: 09/04/13 5:03PM

INVESTMENTS BY FUND AND MATURITY DATE AS OF AUGUST 31, 2013

PAGE: 4

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
<b>T I F SPECIAL REVENUE FUND</b>								
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	8,768.07	MM	N/A
			TOTAL MONEY MARKET			\$8,768.07		
			TOTAL T I F SPECIAL REVENUE FUND			\$8,768.07		
			AVERAGE ANNUAL YIELD		0.13%			
<b>SSA ONE BOND &amp; INTEREST FUND</b>								
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	59,461.82	MM	N/A
			TOTAL MONEY MARKET			\$59,461.82		
			TOTAL SSA ONE BOND & INTEREST FUND			\$59,461.82		
			AVERAGE ANNUAL YIELD		0.13%			
<b>POLICE PENSION FUND</b>								
07-120-396		MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-294		MBFINANCIAL BANK	FHLMC		4.88%	54,925.00	AC	11/15/2013
07-120-393		MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	1,343.04	AC	02/01/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-367		MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-434		MBFINANCIAL BANK	FNMA		5.25%	118,945.00	AC	09/15/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-404		MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-293		MBFINANCIAL BANK	FHLMC		5.13%	173,685.00	AC	11/17/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-405		MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	13,325.27	AC	12/18/2018
07-120-313		MBFINANCIAL BANK	FFCB		5.70%	32,133.75	AC	02/01/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-316		MBFINANCIAL BANK	FNMA		2.75%	313,164.85	AC	04/16/2019
07-120-319		MBFINANCIAL BANK	FNMA		2.75%	307,392.00	AC	04/16/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	22,843.43	AC	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-323		MBFINANCIAL BANK	FHLMC		3.00%	151,954.50	AC	07/30/2019

VILLAGE OF WILLOWBROOK

RUN: 09/04/13 5:03PM

INVESTMENTS BY FUND AND MATURITY DATE AS OF AUGUST 31, 2013

PAGE: 5

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-297		MBFINANCIAL BANK	FFCB		4.45%	30,944.50	AC	12/16/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-436		MBFINANCIAL BANK	FFCB		5.03%	184,599.00	AC	10/05/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-295		MBFINANCIAL BANK	FHLB		2.00%	199,600.00	AC	02/16/2023
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	273.48	AC	07/20/2024
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	10,430.19	AC	08/20/2028
TOTAL AGENCY CERTIFICATES						\$3,797,800.46		
07-120-288		MBFINANCIAL BANK	CORP BONDS			2,322,134.80	CB	N/A
TOTAL CORPORATE BONDS						\$2,322,134.80		
07-120-289		MBFINANCIAL BANK	EQUITIES			1,969,917.96	EQ	N/A
TOTAL EQUITIES						\$1,969,917.96		
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	9,606.40	MB	12/15/2013
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-347		MBFINANCIAL BANK	BARRINGTON IL		4.37%	56,047.00	MB	12/15/2017
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-435		MBFINANCIAL BANK	MCHENRY COUNT		4.85%	57,552.00	MB	12/15/2020
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
TOTAL MUNICIPAL BONDS						\$696,472.70		
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			5,415,036.32	MF	N/A
TOTAL MUTUAL FUNDS						\$5,415,036.32		
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	65,040.51	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	33,122.13	MM	N/A
TOTAL MONEY MARKET						\$98,162.64		
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			2,646,954.38	MV	N/A
TOTAL MARKET VALUE						\$2,646,954.38		
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-373		MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.25	TN	11/15/2017
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
07-120-324		MBFINANCIAL BANK	FHLMC NOTE		2.25%	101,535.00	TN	03/13/2020
TOTAL TREASURY NOTES						\$544,093.82		

VILLAGE OF WILLOWBROOK

RUN: 09/04/13 5:03PM

INVESTMENTS BY FUND AND MATURITY DATE AS OF AUGUST 31, 2013

PAGE: 6

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
TOTAL POLICE PENSION FUND						\$17,490,573.08		
AVERAGE ANNUAL YIELD						4.21%		
<b>SSA ONE PROJECT FUND</b>								
08-110-323		IMET	MONEY MARKET		0.03%	44.82	MM	N/A
TOTAL MONEY MARKET						\$44.82		
TOTAL SSA ONE PROJECT FUND						\$44.82		
AVERAGE ANNUAL YIELD						0.02%		
<b>WATER CAPITAL IMPROVEMENTS FUND</b>								
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	478,068.74	MM	N/A
TOTAL MONEY MARKET						\$478,068.74		
TOTAL WATER CAPITAL IMPROVEMENTS FUND						\$478,068.74		
AVERAGE ANNUAL YIELD						0.13%		
<b>CAPITAL PROJECT FUND</b>								
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	101,227.66	MM	N/A
10-110-325		IMET	MONEY MARKET		0.03%	38.08	MM	N/A
TOTAL MONEY MARKET						\$101,265.74		
TOTAL CAPITAL PROJECT FUND						\$101,265.74		
AVERAGE ANNUAL YIELD						0.13%		
<b>2008 BOND FUND</b>								
11-110-323		IMET	MONEY MARKET		0.03%	11,290.74	MM	N/A
11-120-155		IMET	MONEY MARKET		0.03%	82.31	MM	N/A
TOTAL MONEY MARKET						\$11,373.05		
TOTAL 2008 BOND FUND						\$11,373.05		
AVERAGE ANNUAL YIELD						0.03%		
<b>LAND ACQUISITION, FACILITY EXPANSION &amp; RENOVATION FUND</b>								
14-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	2,246,860.52	MM	N/A
TOTAL MONEY MARKET						\$2,246,860.52		
TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND						\$2,246,860.52		
AVERAGE ANNUAL YIELD						0.13%		
GRAND TOTAL INVESTED						\$24,758,761.80		

VILLAGE OF WILLOWBROOK

RUN: 09/04/13 5:03PM

INVESTMENTS BY FUND AND MATURITY DATE AS OF AUGUST 31, 2013

PAGE: 7

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
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INVESTMENT TYPES

AC	AGENCY CERTIFICATES	MF	MUTUAL FUNDS
CB	CORPORATE BONDS	MM	MONEY MARKET
CD	CERTIFICATE OF DEPOSIT	MV	MARKET VALUE
CK	CHECKING	PC	PETTY CASH
EQ	EQUITIES	SV	SAVINGS
MB	MUNICIPAL BONDS	TN	TREASURY NOTES

VILLAGE OF WILLOWBROOK  
INVESTMENTS BY FUND (SUMMARY) AUGUST 31, 2013

RUN: 09/04/13 5:03PM

PAGE: 8

FUND	INVESTMENTS
GENERAL CORPORATE FUND	3,721,990.35
WATER FUND	324,771.20
HOTEL/MOTEL TAX FUND	22,683.44
MOTOR FUEL TAX FUND	292,900.97
T I F SPECIAL REVENUE FUND	8,768.07
SSA ONE BOND & INTEREST FUND	59,461.82
POLICE PENSION FUND	17,490,573.08
SSA ONE PROJECT FUND	44.82
WATER CAPITAL IMPROVEMENTS FUND	478,068.74
CAPITAL PROJECT FUND	101,265.74
2008 BOND FUND	11,373.05
LAND FUND	2,252,776.30
TOTAL INVESTED (ALL FUNDS):	\$24,764,677.58

VILLAGE OF WILLOWBROOK  
INVESTMENTS BY TYPE (SUMMARY) AUGUST 31, 2013

RUN: 09/04/13 5:03PM

PAGE: 9

TYPE	AMOUNT	YIELD	NON-INTEREST	TOTAL INV.
AGENCY CERTIFICATES	3,797,800.46	4.31 %		3,797,800.46
CORPORATE BONDS			2,322,134.80	2,322,134.80
EQUITIES			1,969,917.96	1,969,917.96
MUNICIPAL BONDS	696,472.70	4.97 %		696,472.70
MUTUAL FUNDS			5,415,036.32	5,415,036.32
MONEY MARKET	6,332,090.34	0.13 %		6,332,090.34
MARKET VALUE			2,841,243.98	2,841,243.98
PETTY CASH			950.00	950.00
SAVINGS			839,021.42	839,021.42
TREASURY NOTES	544,093.82	3.33 %		544,093.82
TOTAL ALL FUNDS	\$11,370,457.32		\$13,388,304.48	\$24,758,761.80



## VILLAGE OF WILLOWBROOK

RUN: 09/04/13 5:03PM

INVESTMENT SUMMARY BY INSTITUTION AS OF AUGUST 31, 2013

PAGE: 10

INSTITUTION	VILLAGE FUNDS	PENSION FUNDS	TOTAL FUNDS
COMMUNITY BANK OF WB	1,326,575.73	65,040.51	1,391,616.24
COMMUNITY BANK WB	9,479.89		9,479.89
ILLINOIS FUNDS	4,885,172.16		4,885,172.16
IMET	833,071.34		833,071.34
IMET MARKET VALUE CONTRA	194,289.60	2,646,954.38	2,841,243.98
MBFINANCIAL BANK		14,778,578.19	14,778,578.19
U.S. BANK	18,650.00		18,650.00
VILLAGE OF WILLOWBROOK	950.00		950.00
TOTALS	\$7,268,188.72	\$17,490,573.08	\$24,758,761.80

## VILLAGE OF WILLOWBROOK

RUN: 09/04/13 5:03PM

INVESTMENTS BY INSTITUTION AS OF AUGUST 31, 2013

PAGE: 11

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.05%	33,122.10	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.05%	1,844.03	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	150,385.54	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.30%	320,852.64	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	65,040.51	MM	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			820,371.42	SV	N/A
		TOTAL INVESTED				\$1,391,616.24		
01-110-332		COMMUNITY BANK WB	MONEY MARKET		0.27%	9,479.89	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	1,671,282.38	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	3,918.56	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	22,683.44	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	292,900.97	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	8,768.07	MM	N/A
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	59,461.82	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	478,068.74	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	101,227.66	MM	N/A
14-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	2,246,860.52	MM	N/A
		TOTAL INVESTED				\$4,885,172.16		
01-120-154		IMET	POOLED INVEST		0.03%	651,834.56	MM	N/A
01-120-155		IMET	20321-101		0.03%	169,780.83	MM	N/A
08-110-323		IMET	MONEY MARKET		0.03%	44.82	MM	N/A
10-110-325		IMET	MONEY MARKET		0.03%	38.08	MM	N/A
11-110-323		IMET	MONEY MARKET		0.03%	11,290.74	MM	N/A
11-120-155		IMET	MONEY MARKET		0.03%	82.31	MM	N/A
		TOTAL INVESTED				\$833,071.34		
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			194,289.60	MV	N/A
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			2,646,954.38	MV	N/A
		TOTAL INVESTED				\$2,841,243.98		
07-120-288		MBFINANCIAL BANK	CORP BONDS			2,322,134.80	CB	N/A
07-120-289		MBFINANCIAL BANK	EQUITIES			1,969,917.96	EQ	N/A
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			5,415,036.32	MF	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	33,122.13	MM	N/A
07-120-396		MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-294		MBFINANCIAL BANK	FHLMC		4.88%	54,925.00	AC	11/15/2013
07-120-375		MBFINANCIAL BANK	MATTOON		4.50%	9,606.40	MB	12/15/2013
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-393		MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016

## VILLAGE OF WILLOWBROOK

RUN: 09/04/13 5:03PM

INVESTMENTS BY INSTITUTION AS OF AUGUST 31, 2013

PAGE: 12

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	1,343.04	AC	02/01/2016
07-120-373		MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-367		MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-434		MBFINANCIAL BANK	FNMA		5.25%	118,945.00	AC	09/15/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-404		MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.25	TN	11/15/2017
07-120-293		MBFINANCIAL BANK	FHLMC		5.13%	173,685.00	AC	11/17/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-347		MBFINANCIAL BANK	BARRINGTON IL		4.37%	56,047.00	MB	12/15/2017
07-120-405		MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	13,325.27	AC	12/18/2018
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
07-120-313		MBFINANCIAL BANK	FFCB		5.70%	32,133.75	AC	02/01/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-316		MBFINANCIAL BANK	FNMA		2.75%	313,164.85	AC	04/16/2019
07-120-319		MBFINANCIAL BANK	FNMA		2.75%	307,392.00	AC	04/16/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	22,843.43	AC	06/15/2019
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-323		MBFINANCIAL BANK	FHLMC		3.00%	151,954.50	AC	07/30/2019
07-120-297		MBFINANCIAL BANK	FFCB		4.45%	30,944.50	AC	12/16/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-324		MBFINANCIAL BANK	FHLMC NOTE		2.25%	101,535.00	TN	03/13/2020
07-120-435		MBFINANCIAL BANK	MCHENRY COUNT		4.85%	57,552.00	MB	12/15/2020
07-120-436		MBFINANCIAL BANK	FFCB		5.03%	184,599.00	AC	10/05/2021
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-295		MBFINANCIAL BANK	FHLB		2.00%	199,600.00	AC	02/16/2023
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	273.48	AC	07/20/2024
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	10,430.19	AC	08/20/2028
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
		TOTAL INVESTED				\$14,778,578.19		
01-110-335		U.S. BANK	LOCKBOX			18,650.00	SV	N/A

# VILLAGE OF WILLOWBROOK

RUN: 09/04/13 5:03PM

INVESTMENTS BY INSTITUTION AS OF AUGUST 31, 2013

PAGE: 13

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
GRAND TOTAL INVESTED						\$24,758,761.80		

VILLAGE OF WILLOWBROOK

RUN: 09/04/13 5:03PM

INVESTMENTS BY TYPE AND MATURITY DATE AS OF AUGUST 31, 2013

PAGE: 14

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE DATE
07-120-396		MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC 07/17/2013
07-120-294		MBFINANCIAL BANK	FHLMC		4.88%	54,925.00	AC 11/15/2013
07-120-393		MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC 04/02/2014
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC 09/12/2014
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC 03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC 03/25/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC 06/12/2015
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC 01/11/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC 01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	1,343.04	AC 02/01/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC 08/03/2016
07-120-367		MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC 09/09/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC 09/09/2016
07-120-434		MBFINANCIAL BANK	FNMA		5.25%	118,945.00	AC 09/15/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC 12/09/2016
07-120-404		MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC 03/21/2017
07-120-293		MBFINANCIAL BANK	FHLMC		5.13%	173,685.00	AC 11/17/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC 11/21/2017
07-120-405		MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC 02/27/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC 09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC 10/22/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC 12/14/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	13,325.27	AC 12/18/2018
07-120-313		MBFINANCIAL BANK	FFCB		5.70%	32,133.75	AC 02/01/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC 03/06/2019
07-120-316		MBFINANCIAL BANK	FNMA		2.75%	313,164.85	AC 04/16/2019
07-120-319		MBFINANCIAL BANK	FNMA		2.75%	307,392.00	AC 04/16/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC 05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	22,843.43	AC 06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC 07/01/2019
07-120-323		MBFINANCIAL BANK	FHLMC		3.00%	151,954.50	AC 07/30/2019
07-120-297		MBFINANCIAL BANK	FFCB		4.45%	30,944.50	AC 12/16/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC 12/16/2019
07-120-436		MBFINANCIAL BANK	FFCB		5.03%	184,599.00	AC 10/05/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC 12/10/2021
07-120-295		MBFINANCIAL BANK	FHLB		2.00%	199,600.00	AC 02/16/2023
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	273.48	AC 07/20/2024
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	10,430.19	AC 08/20/2028
		TOTAL INVESTED				\$3,797,800.46	
07-120-288		MBFINANCIAL BANK	CORP BONDS			2,322,134.80	CB N/A
07-120-289		MBFINANCIAL BANK	EQUITIES			1,969,917.96	EQ N/A
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	9,606.40	MB 12/15/2013
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB 12/15/2013
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB 12/30/2014
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB 06/01/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB 01/01/2016

VILLAGE OF WILLOWBROOK

RUN: 09/04/13 5:03PM

INVESTMENTS BY TYPE AND MATURITY DATE AS OF AUGUST 31, 2013

PAGE: 15

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-347		MBFINANCIAL BANK	BARRINGTON IL		4.37%	56,047.00	MB	12/15/2017
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-435		MBFINANCIAL BANK	MCHENRY COUNT		4.85%	57,552.00	MB	12/15/2020
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
		TOTAL INVESTED				\$696,472.70		
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			5,415,036.32	MF	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.05%	33,122.10	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.05%	1,844.03	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	150,385.54	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.30%	320,852.64	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	65,040.51	MM	N/A
01-110-332		COMMUNITY BANK WB	MONEY MARKET		0.27%	9,479.89	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	1,671,282.38	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	3,918.56	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	22,683.44	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	292,900.97	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	8,768.07	MM	N/A
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	59,461.82	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	478,068.74	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	101,227.66	MM	N/A
14-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	2,246,860.52	MM	N/A
01-120-154		IMET	POOLED INVEST		0.03%	651,834.56	MM	N/A
01-120-155		IMET	20321-101		0.03%	169,780.83	MM	N/A
08-110-323		IMET	MONEY MARKET		0.03%	44.82	MM	N/A
10-110-325		IMET	MONEY MARKET		0.03%	38.08	MM	N/A
11-110-323		IMET	MONEY MARKET		0.03%	11,290.74	MM	N/A
11-120-155		IMET	MONEY MARKET		0.03%	82.31	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	33,122.13	MM	N/A
		TOTAL INVESTED				\$6,332,090.34		
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			194,289.60	MV	N/A
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			2,646,954.38	MV	N/A
		TOTAL INVESTED				\$2,841,243.98		
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			820,371.42	SV	N/A
01-110-335		U.S. BANK	LOCKBOX			18,650.00	SV	N/A
		TOTAL INVESTED				\$839,021.42		
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016

## VILLAGE OF WILLOWBROOK

RUN: 09/04/13 5:03PM

INVESTMENTS BY TYPE AND MATURITY DATE AS OF AUGUST 31, 2013

PAGE: 16

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
07-120-373		MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.25	TN	11/15/2017
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
07-120-324		MBFINANCIAL BANK	FHLMC NOTE		2.25%	101,535.00	TN	03/13/2020
		TOTAL INVESTED				\$544,093.82		
		GRAND TOTAL INVESTED				\$24,758,761.80		

## VILLAGE OF WILLOWBROOK

RUN: 09/04/13 5:03PM

INVESTMENTS BY MATURITY DATE AND TYPE AS OF AUGUST 31, 2013

PAGE: 17

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-288		MBFINANCIAL BANK	CORP BONDS			2,322,134.80	CB	N/A
07-120-289		MBFINANCIAL BANK	EQUITIES			1,969,917.96	EQ	N/A
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			5,415,036.32	MF	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.05%	33,122.10	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.05%	1,844.03	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	150,385.54	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.30%	320,852.64	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	65,040.51	MM	N/A
01-110-332		COMMUNITY BANK WB	MONEY MARKET		0.27%	9,479.89	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	1,671,282.38	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	3,918.56	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	22,683.44	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	292,900.97	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	8,768.07	MM	N/A
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	59,461.82	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	478,068.74	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	101,227.66	MM	N/A
14-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	2,246,860.52	MM	N/A
01-120-154		IMET	POOLED INVEST		0.03%	651,834.56	MM	N/A
01-120-155		IMET	20321-101		0.03%	169,780.83	MM	N/A
08-110-323		IMET	MONEY MARKET		0.03%	44.82	MM	N/A
10-110-325		IMET	MONEY MARKET		0.03%	38.08	MM	N/A
11-110-323		IMET	MONEY MARKET		0.03%	11,290.74	MM	N/A
11-120-155		IMET	MONEY MARKET		0.03%	82.31	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	33,122.13	MM	N/A
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			194,289.60	MV	N/A
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			2,646,954.38	MV	N/A
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			820,371.42	SV	N/A
01-110-335		U.S. BANK	LOCKBOX			18,650.00	SV	N/A
07-120-396		MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-294		MBFINANCIAL BANK	FHLMC		4.88%	54,925.00	AC	11/15/2013
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	9,606.40	MB	12/15/2013
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-393		MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	1,343.04	AC	02/01/2016
07-120-373		MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016



VILLAGE OF WILLOWBROOK

RUN: 09/04/13 5:03PM

INVESTMENTS BY MATURITY DATE AND TYPE AS OF AUGUST 31, 2013

PAGE: 18

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-367		MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-434		MBFINANCIAL BANK	FNMA		5.25%	118,945.00	AC	09/15/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-404		MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.25	TN	11/15/2017
07-120-293		MBFINANCIAL BANK	FHLMC		5.13%	173,685.00	AC	11/17/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-347		MBFINANCIAL BANK	BARRINGTON IL		4.37%	56,047.00	MB	12/15/2017
07-120-405		MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	13,325.27	AC	12/18/2018
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
07-120-313		MBFINANCIAL BANK	FFCB		5.70%	32,133.75	AC	02/01/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-316		MBFINANCIAL BANK	FNMA		2.75%	313,164.85	AC	04/16/2019
07-120-319		MBFINANCIAL BANK	FNMA		2.75%	307,392.00	AC	04/16/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	22,843.43	AC	06/15/2019
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-323		MBFINANCIAL BANK	FHLMC		3.00%	151,954.50	AC	07/30/2019
07-120-297		MBFINANCIAL BANK	FFCB		4.45%	30,944.50	AC	12/16/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-324		MBFINANCIAL BANK	FHLMC NOTE		2.25%	101,535.00	TN	03/13/2020
07-120-435		MBFINANCIAL BANK	MCHENRY COUNT		4.85%	57,552.00	MB	12/15/2020
07-120-436		MBFINANCIAL BANK	FFCB		5.03%	184,599.00	AC	10/05/2021
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-295		MBFINANCIAL BANK	FHLB		2.00%	199,600.00	AC	02/16/2023
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	273.48	AC	07/20/2024
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	10,430.19	AC	08/20/2028
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
TOTAL INVESTED						\$24,758,761.80		
GRAND TOTAL INVESTED						\$24,758,761.80		

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>GENERAL CORPORATE FUND</u>						
<u>Operating Revenue</u>						
01-1100	Property Taxes	2,586.70	88,861.88	160,908.00	55.23	72,046.12
01-1110	Other Taxes	567,910.22	2,127,241.84	5,993,388.00	35.49	3,866,146.16
01-1120	Licenses	6,767.50	6,767.50	95,270.00	7.10	88,502.50
01-1130	Permits	17,977.86	108,513.77	154,400.00	70.28	45,886.23
01-1140	Fines	88,847.22	361,597.74	685,000.00	52.79	323,402.26
01-1150	Transfers-Other Funds	34,504.83	147,365.32	448,404.00	32.86	301,038.68
01-1160	Charges & Fees	4,037.00	7,837.00	39,500.00	19.84	31,663.00
01-1170	Park & Recreation Revenue	6,179.00	25,538.86	59,057.00	43.24	33,518.14
01-1180	Other Revenue	17,174.80	77,772.82	309,052.00	25.16	231,279.18
**TOTAL	Operating Revenue	745,985.13	2,951,496.73	7,944,979.00	37.15	4,993,482.27
<u>Non-Operating Revenue</u>						
01-3000	Non-Operating Revenue	0.00	-1,412.07	1,000.00	-141.21	2,412.07
**TOTAL	Non-Operating Revenue	0.00	-1,412.07	1,000.00	-141.21	2,412.07
***TOTAL	GENERAL CORPORATE FUND	745,985.13	2,950,084.66	7,945,979.00	37.13	4,995,894.34

VILLAGE OF WILLOWBROOK  
 REVENUE REPORT FOR AUGUST, 2013

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>WATER FUND</u>						
<u>Operating Revenue</u>						
02-1160	Charges & Fees	282,429.68	861,295.52	2,908,538.00	29.61	2,047,242.48
**TOTAL	Operating Revenue	282,429.68	861,295.52	2,908,538.00	29.61	2,047,242.48
<u>Non-Operating Revenue</u>						
02-3100	Other Income	0.00	123.53	1,000.00	12.35	876.47
02-3200	Charges & Fees	0.00	2,800.00	1,500.00	186.67	-1,300.00
**TOTAL	Non-Operating Revenue	0.00	2,923.53	2,500.00	116.94	-423.53
***TOTAL	WATER FUND	282,429.68	864,219.05	2,911,038.00	29.69	2,046,818.95
<u>HOTEL/MOTEL TAX FUND</u>						
<u>Operating Revenue</u>						
03-1110	Other Taxes	6,046.91	27,640.32	64,386.00	42.93	36,745.68
03-1160	Charges & Fees	0.00	0.00	0.00	0.00	0.00
03-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	6,046.91	27,640.32	64,386.00	42.93	36,745.68
<u>Non-Operating Revenue</u>						
03-3100	Other Income	0.00	0.66	15.00	4.40	14.34
**TOTAL	Non-Operating Revenue	0.00	0.66	15.00	4.40	14.34
<u>Transfers</u>						
03-4000	Transfers	0.00	0.00	0.00	0.00	0.00
**TOTAL	Transfers	0.00	0.00	0.00	0.00	0.00
***TOTAL	HOTEL/MOTEL TAX FUND	6,046.91	27,640.98	64,401.00	42.92	36,760.02
<u>MOTOR FUEL TAX FUND</u>						
<u>Operating Revenue</u>						
04-1110	Other Taxes	17,483.01	68,791.50	205,814.00	33.42	137,022.50
**TOTAL	Operating Revenue	17,483.01	68,791.50	205,814.00	33.42	137,022.50
<u>Non-Operating Revenue</u>						
04-3100	Other Income	0.00	8.28	100.00	8.28	91.72
**TOTAL	Non-Operating Revenue	0.00	8.28	100.00	8.28	91.72
***TOTAL	MOTOR FUEL TAX FUND	17,483.01	68,799.78	205,914.00	33.41	137,114.22

VILLAGE OF WILLOWBROOK

REVENUE REPORT FOR AUGUST, 2013

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>T I F SPECIAL REVENUE FUND</u>						
<u>Operating Revenue</u>						
05-1000	Operating Revenue	0.00	354,172.47	801,228.00	44.20	447,055.53
**TOTAL	Operating Revenue	0.00	354,172.47	801,228.00	44.20	447,055.53
<u>Non-Operating Revenue</u>						
05-3100	Other Income	0.00	2.07	65.00	3.18	62.93
**TOTAL	Non-Operating Revenue	0.00	2.07	65.00	3.18	62.93
***TOTAL	T I F SPECIAL REVENUE FUND	0.00	354,174.54	801,293.00	44.20	447,118.46
<u>SSA ONE BOND FUND</u>						
<u>Operating Revenue</u>						
06-1000	Operating Revenue	0.00	159,846.62	321,160.00	49.77	161,313.38
**TOTAL	Operating Revenue	0.00	159,846.62	321,160.00	49.77	161,313.38
<u>Non-Operating Revenue</u>						
06-3000	Non-Operating Revenue	0.00	0.23	0.00	0.00	-0.23
**TOTAL	Non-Operating Revenue	0.00	0.23	0.00	0.00	-0.23
***TOTAL	SSA ONE BOND FUND	0.00	159,846.85	321,160.00	49.77	161,313.15
<u>POLICE PENSION FUND</u>						
<u>Operating Revenue</u>						
07-1150	Transfers-Other Funds	40,385.84	181,736.28	525,016.00	34.62	343,279.72
07-1180	Other Revenue	12,869.19	60,035.03	172,004.00	34.90	111,968.97
**TOTAL	Operating Revenue	53,255.03	241,771.31	697,020.00	34.69	455,248.69
<u>Non-Operating Revenue</u>						
07-3100	Other Income	0.00	845,874.49	400,000.00	211.47	-445,874.49
**TOTAL	Non-Operating Revenue	0.00	845,874.49	400,000.00	211.47	-445,874.49
***TOTAL	POLICE PENSION FUND	53,255.03	1,087,645.80	1,097,020.00	99.15	9,374.20
<u>SSA ONE PROJECT FUND</u>						
<u>Operating Revenue</u>						
08-1000	Operating Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00

VILLAGE OF WILLOWBROOK  
 REVENUE REPORT FOR AUGUST, 2013

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
	<u>Non-Operating Revenue</u>					
08-3000	Non-Operating Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Non-Operating Revenue	0.00	0.00	0.00	0.00	0.00
***TOTAL	SSA ONE PROJECT FUND	0.00	0.00	0.00	0.00	0.00
	<u>WATER CAPITAL IMPROVEMENTS FUND</u>					
	<u>Operating Revenue</u>					
09-1000	Operating Revenue	0.00	0.00	175,000.00	0.00	175,000.00
**TOTAL	Operating Revenue	0.00	0.00	175,000.00	0.00	175,000.00
	<u>Non-Operating Revenue</u>					
09-3000	Non-Operating Revenue	0.00	16.29	100.00	16.29	83.71
**TOTAL	Non-Operating Revenue	0.00	16.29	100.00	16.29	83.71
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	0.00	16.29	175,100.00	0.01	175,083.71
	<u>CAPITAL PROJECT FUND</u>					
	<u>UNKNOWN SUBJECT # 0000</u>					
10- 0	UNKNOWN SUBJECT # 0000	0.00	0.00	0.00	0.00	0.00
**TOTAL	UNKNOWN SUBJECT # 0000	0.00	0.00	0.00	0.00	0.00
	<u>Operating Revenue</u>					
10-1000	Operating Revenue	-12,093.00	0.00	0.00	0.00	0.00
10-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	-12,093.00	0.00	0.00	0.00	0.00
	<u>Non-Operating Revenue</u>					
10-3000	Non-Operating Revenue	0.00	3.48	200.00	1.74	196.52
**TOTAL	Non-Operating Revenue	0.00	3.48	200.00	1.74	196.52
***TOTAL	CAPITAL PROJECT FUND	-12,093.00	3.48	200.00	1.74	196.52
	<u>2008 BOND FUND</u>					
	<u>Operating Revenue</u>					
11-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
	<u>Non-Operating Revenue</u>					
11-3000	Non-Operating Revenue	0.00	34,767.97	160,556.00	21.65	125,788.03
**TOTAL	Non-Operating Revenue	0.00	34,767.97	160,556.00	21.65	125,788.03
***TOTAL	2008 BOND FUND	0.00	34,767.97	160,556.00	21.65	125,788.03
	<u>LAND - FACILITY EXPANSION &amp; RENOVATION F</u>					
	<u>Non-Operating Revenue</u>					
14-3000	Non-Operating Revenue	5,915.78	6,030.29	2,750.00	219.28	-3,280.29
**TOTAL	Non-Operating Revenue	5,915.78	6,030.29	2,750.00	219.28	-3,280.29
***TOTAL	LAND - FACILITY EXPANSION & RENOVATI	5,915.78	6,030.29	2,750.00	219.28	-3,280.29
	<u>FUND SUMMARY</u>					
1	GENERAL CORPORATE	745,985.13	2,950,084.66	7,945,979.00	37.13	4,995,894.34
2	WATER	282,429.68	864,219.05	2,911,038.00	29.69	2,046,818.95
3	HOTEL/MOTEL TAX	6,046.91	27,640.98	64,401.00	42.92	36,760.02
4	MOTOR FUEL TAX	17,483.01	68,799.78	205,914.00	33.41	137,114.22
5	T I F SPECIAL REVENUE	0.00	354,174.54	801,293.00	44.20	447,118.46
6	SSA ONE BOND & INTEREST	0.00	159,846.85	321,160.00	49.77	161,313.15
7	POLICE PENSION	53,255.03	1,087,645.80	1,097,020.00	99.15	9,374.20
9	WATER CAPITAL IMPROVEMENTS	0.00	16.29	175,100.00	0.01	175,083.71
10	CAPITAL PROJECT	-12,093.00	3.48	200.00	1.74	196.52
11	2008 BOND	0.00	34,767.97	160,556.00	21.65	125,788.03
14	LAND ACQUISITION, FACILITY EXPANSION	5,915.78	6,030.29	2,750.00	219.28	-3,280.29
	TOTALS ALL FUNDS	1,099,022.54	5,553,229.69	13,685,411.00	40.58	8,132,181.31

VILLAGE OF WILLOWBROOK  
EXPENDITURE REPORT FOR AUGUST, 2013  
GENERAL CORPORATE FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>VILLAGE BOARD &amp; CLERK</u>								
01-05-410-3	GENERAL MANAGEMENT	6,053.43	21,841.19	37.16	58,777.00	36,935.81	18.58	117,554.20
01-05-420-3	COMMUNITY RELATIONS	0.00	89.75	17.95	500.00	410.25	8.98	1,000.00
01-05-425-6	CAPITAL IMPROVEMENTS	0.00	4,615.04	0.00	0.00	-4,615.04	0.00	0.00
01-05-430-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	VILLAGE BOARD & CLERK	6,053.43	26,545.98	44.78	59,277.00	32,731.02	22.39	118,554.20
<u>BOARD OF POLICE COMMISSIONERS</u>								
01-07-435-3	ADMINISTRATION	29.24	58.48	0.44	13,200.00	13,141.52	0.22	26,400.00
01-07-440-5	OTHER	0.00	160.00	1.52	10,500.00	10,340.00	0.76	21,000.00
01-07-445-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	BOARD OF POLICE COMMISSIONERS	29.24	218.48	0.92	23,700.00	23,481.52	0.46	47,400.00
<u>ADMINISTRATION</u>								
01-10-455-5	GENERAL MANAGEMENT	26,561.17	150,279.14	21.13	711,234.00	560,954.86	10.56	1,422,468.35
01-10-460-3	DATA PROCESSING	305.98	1,106.34	20.30	5,450.00	4,343.66	10.15	10,900.00
01-10-461-1	LEGISLATIVE SUPPORT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-465-2	ADMINISTRATION-GENERAL ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-466-3	BUILDINGS	5,148.09	27,073.36	49.60	54,582.00	27,508.64	24.80	109,164.00
01-10-470-2	LEGAL SERVICES	8,118.98	19,893.83	12.31	160,000.00	140,306.17	6.15	320,000.00
01-10-471-2	FINANCIAL AUDIT	0.00	0.00	0.00	6,750.00	6,750.00	0.00	13,500.00
01-10-475-3	COMMUNITY RELATIONS	236.31	1,608.96	15.18	10,602.00	8,993.04	7.59	21,204.00
01-10-480-2	RISK MANAGEMENT	0.00	493.00	0.20	240,695.00	240,202.00	0.10	481,390.00
01-10-485-6	CAPITAL IMPROVEMENTS	456.00	1,334.03	0.92	145,162.00	143,827.97	0.46	290,324.00
01-10-490-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	ADMINISTRATION	40,826.53	201,588.66	15.11	1,334,475.00	1,132,886.34	7.55	2,668,950.35
<u>PLANNING &amp; ECONOMIC DEVELOPMENT</u>								
01-15-510-4	GENERAL MANAGEMENT	3,479.55	14,751.01	28.92	51,000.00	36,248.99	14.46	101,999.31
01-15-515-4	DATA PROCESSING	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
01-15-520-2	ENGINEERING	14,124.24	20,068.27	26.42	75,950.00	55,881.73	13.21	151,900.00
01-15-535-2	RISK MANAGEMENT	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
01-15-540-6	CAPITAL IMPROVEMENTS	0.00	496.37	99.87	497.00	0.63	49.94	994.00
01-15-544-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PLANNING & ECONOMIC DEVELOPMENT	17,603.79	35,315.65	26.66	132,447.00	97,131.35	13.33	264,893.31
<u>PARKS &amp; RECREATION DEPT</u>								
01-20-550-3	ADMINISTRATION	5,986.56	19,735.51	39.37	50,127.00	30,391.49	19.69	100,254.75
01-20-555-3	PARKS & RECREATION-ADMINISTRATION	0.00	0.00	0.00	400.00	400.00	0.00	800.00
01-20-560-2	ADMINISTRATION	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
01-20-565-3	LANDSCAPING	10,815.02	29,630.61	36.87	80,375.00	50,744.39	18.43	160,750.00
01-20-570-4	MAINTENANCE	6,224.63	21,132.37	46.45	45,496.00	24,363.63	23.22	90,992.00
01-20-575-5	SUMMER PROGRAM	2,595.86	7,679.23	34.98	21,955.00	14,275.77	17.49	43,910.00
01-20-580-5	FALL PROGRAM	0.00	0.00	0.00	10,703.00	10,703.00	0.00	21,406.00
01-20-585-5	WINTER PROGRAM	3,826.45	12,210.20	51.08	23,906.00	11,695.80	25.54	47,812.00
01-20-590-5	SPECIAL RECREATION SERVICES	3,040.00	24,435.29	31.94	76,508.00	52,072.71	15.97	153,016.00
01-20-595-6	CAPITAL IMPROVEMENTS	0.00	1,770.91	535.02	331.00	-1,439.91	267.51	662.00
01-20-599-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PARKS & RECREATION DEPT	32,488.52	116,594.12	37.33	312,301.00	195,706.88	18.67	624,602.75
<u>FINANCE DEPARTMENT</u>								
01-25-610-4	GENERAL MANAGEMENT	9,093.60	39,342.45	29.42	133,745.00	94,402.55	14.71	267,489.28

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
01-25-615-3	DATA PROCESSING	12,680.00	19,826.40	39.51	50,185.00	30,358.60	19.75	100,370.00
01-25-620-2	FINANCIAL AUDIT	14,462.15	23,974.40	21.25	112,800.00	88,825.60	10.63	225,600.00
01-25-625-6	CAPITAL IMPROVEMENTS	0.00	992.74	99.97	993.00	0.26	49.99	1,986.00
01-25-629-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	FINANCE DEPARTMENT	36,235.75	84,135.99	28.26	297,723.00	213,587.01	14.13	595,445.28
	<u>POLICE DEPARTMENT</u>							
01-30-630-4	ADMINISTRATION	279,746.21	1,385,786.55	34.20	4,051,455.00	2,665,668.45	17.10	8,102,910.00
01-30-635-2	BLDG - CONSTRUCTION REMODELING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-30-640-4	DATA PROCESSING	500.00	1,605.22	8.19	19,600.00	17,994.78	4.09	39,200.00
01-30-645-2	RISK MANAGEMENT	1,462.68	1,462.68	11.70	12,500.00	11,037.32	5.85	25,000.00
01-30-650-4	PATROL SERVICES	0.00	290.00	0.47	61,750.00	61,460.00	0.23	123,500.00
01-30-655-4	INVESTIGATIVE SERVICES	0.00	0.00	0.00	1,350.00	1,350.00	0.00	2,700.00
01-30-660-3	TRAFFIC SAFETY	0.00	857.78	18.19	4,716.00	3,858.22	9.09	9,432.00
01-30-665-2	E S D A COORDINATOR	0.00	0.00	0.00	750.00	750.00	0.00	1,500.00
01-30-670-3	CRIME PREVENTION	1,675.66	1,675.66	30.47	5,500.00	3,824.34	15.23	11,000.00
01-30-675-4	TELECOMMUNICATIONS	36,758.08	91,895.20	40.57	226,500.00	134,604.80	20.29	453,000.00
01-30-680-6	CAPITAL IMPROVEMENTS	2,550.57	44,941.31	47.41	94,802.00	49,860.69	23.70	189,604.00
01-30-685-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	POLICE DEPARTMENT	322,693.20	1,528,514.40	34.13	4,478,923.00	2,950,408.60	17.06	8,957,846.00
	<u>PUBLIC WORKS DEPARTMENT</u>							
01-35-710-4	ADMINISTRATION	15,541.96	120,933.36	43.84	275,859.00	154,925.64	21.92	551,718.42
01-35-715-4	EDP	400.49	2,138.45	53.46	4,000.00	1,861.55	26.73	8,000.00
01-35-720-2	ENGINEERING	2,429.84	11,089.30	51.58	21,500.00	10,410.70	25.79	43,000.00
01-35-725-4	BUILDINGS	1,350.87	4,273.40	32.06	13,331.00	9,057.60	16.03	26,662.00
01-35-730-2	RISK MANAGEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-35-735-4	EQUIPMENT REPAIR	3,682.90	8,587.82	38.29	22,430.00	13,842.18	19.14	44,860.00
01-35-740-3	SNOW REMOVAL	0.00	0.00	0.00	56,450.00	56,450.00	0.00	112,900.00
01-35-745-2	STREET LIGHTING	2,568.10	9,076.36	24.05	37,746.00	28,669.64	12.02	75,492.00
01-35-750-3	STORM WATER IMPROVEMENTS	11,286.51	73,118.99	21.79	335,595.00	262,476.01	10.89	671,190.00
01-35-755-4	STREET MAINTENANCE	5,623.79	36,177.59	22.86	158,278.00	122,100.41	11.43	316,556.00
01-35-760-2	NUSIANCE CONTROL	0.00	24,715.00	77.93	31,715.00	7,000.00	38.96	63,430.00
01-35-765-6	CAPITAL IMPROVEMENTS	0.00	496.37	0.32	155,497.00	155,000.63	0.16	310,994.00
01-35-770-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PUBLIC WORKS DEPARTMENT	42,884.46	290,606.64	26.12	1,112,401.00	821,794.36	13.06	2,224,802.42
	<u>BUILDING AND ZONING DEPT</u>							
01-40-810-4	GENERAL MANAGEMENT	14,421.36	60,813.27	36.05	168,698.00	107,884.73	18.02	337,397.36
01-40-815-4	EDP	0.00	496.37	35.45	1,400.00	903.63	17.73	2,800.00
01-40-820-2	ENGINEERING	9,322.05	20,020.70	40.45	49,500.00	29,479.30	20.22	99,000.00
01-40-825-2	RISK MANAGEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-40-830-1	INSPECTION SERVICES	6,290.00	15,199.75	54.68	27,800.00	12,600.25	27.34	55,600.00
01-40-835-6	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	497.00	497.00	0.00	994.00
01-40-840-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	BUILDING AND ZONING DEPT	30,033.41	96,530.09	38.94	247,895.00	151,364.91	19.47	495,791.36
	<u>PLAN COMMISSION</u>							
01-45-845-1	PERSONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-45-846-3	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-45-847-3	HEARINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-45-848-2	PLANNING	0.00	0.00	0.00	0.00	0.00	0.00	0.00



INCLUDES PENDING  
PRCT. OF YR: 33.33  
RUN: 09/04/13

5:04PM

VILLAGE OF WILLOWBROOK  
EXPENDITURE REPORT FOR AUGUST, 2013  
GENERAL CORPORATE FUND

PAGE: 3

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
01-45-849-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PLAN COMMISSION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
***TOTAL	GENERAL CORPORATE FUND	528,848.33	2,380,050.01	29.75	7,999,142.00	5,619,091.99	14.88	15,998,285.67

INCLUDES PENDING  
 PRCT. OF YR: 33.33  
 RUN: 09/04/13

5:04PM

VILLAGE OF WILLOWBROOK  
 EXPENDITURE REPORT FOR AUGUST, 2013  
 WATER FUND

PAGE: 4

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>WATER DEPARTMENT</u>							
02-50-401-4	ADMINISTRATION	17,885.31	136,072.18	47.75	284,943.00	148,870.82	23.88	569,886.08
02-50-405-2	ENGINEERING	0.00	0.00	0.00	2,575.00	2,575.00	0.00	5,150.00
02-50-410-5	INTERFUND TRANSFERS	34,504.83	149,308.32	23.31	640,436.00	491,127.68	11.66	1,280,872.00
02-50-415-2	RISK MANAGEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
02-50-417-4	EDP	0.00	6,855.89	22.13	30,977.00	24,121.11	11.07	61,954.00
02-50-420-5	WATER PRODUCTION	135,840.67	361,783.85	26.61	1,359,654.00	997,870.15	13.30	2,719,308.00
02-50-425-4	WATER STORAGE	3,810.06	4,317.75	60.48	7,139.00	2,821.25	30.24	14,278.00
02-50-430-4	TRANSPORTATION & DISTRIBUTION	1,759.04	57,398.17	74.04	77,525.00	20,126.83	37.02	155,050.00
02-50-435-4	METERS & BILLING	0.00	573.00	5.09	11,260.00	10,687.00	2.54	22,520.00
02-50-440-6	CAPITAL IMPROVEMENTS	0.00	714.25	0.91	78,500.00	77,785.75	0.45	157,000.00
02-50-449-7	CONTINGENCIES-DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	WATER DEPARTMENT	193,799.91	717,023.41	28.76	2,493,009.00	1,775,985.59	14.38	4,986,018.08
***TOTAL	WATER FUND	193,799.91	717,023.41	28.76	2,493,009.00	1,775,985.59	14.38	4,986,018.08

INCLUDES PENDING

PRCT. OF YR: 33.33

RUN: 09/04/13

5:04PM

VILLAGE OF WILLOWBROOK  
EXPENDITURE REPORT FOR AUGUST, 2013  
HOTEL/MOTEL TAX FUND

PAGE: 5

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>HOTEL/MOTEL</u>							
03-53-401-4	ADMINISTRATION	70.00	2,070.00	16.04	12,902.00	10,832.00	8.02	25,804.60
03-53-435-3	PUBLIC RELATIONS & PROMOTION	0.00	28,318.80	63.93	44,300.00	15,981.20	31.96	88,600.00
03-53-436-3	SPECIAL EVENTS	0.00	0.00	0.00	4,500.00	4,500.00	0.00	9,000.00
03-53-449-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	HOTEL/MOTEL	70.00	30,388.80	49.25	61,702.00	31,313.20	24.63	123,404.60
***TOTAL	HOTEL/MOTEL TAX FUND	70.00	30,388.80	49.25	61,702.00	31,313.20	24.63	123,404.60

VILLAGE OF WILLOWBROOK  
EXPENDITURE REPORT FOR AUGUST, 2013  
MOTOR FUEL TAX FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>MOTOR FUEL TAX</u>							
04-56-401-3	PAVEMENT MARKINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-405-3	ROAD SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-410-3	SNOW REMOVAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-415-2	STREET LIGHTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-420-2	TRAFFIC SIGNALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-425-3	STREET MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-430-6	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	242,000.00	242,000.00	0.00	484,000.00
04-56-439-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	MOTOR FUEL TAX	0.00	0.00	0.00	242,000.00	242,000.00	0.00	484,000.00
***TOTAL	MOTOR FUEL TAX FUND	0.00	0.00	0.00	242,000.00	242,000.00	0.00	484,000.00

INCLUDES PENDING

PRCT. OF YR: 33.33

RUN: 09/04/13

5:04PM

VILLAGE OF WILLOWBROOK  
EXPENDITURE REPORT FOR AUGUST, 2013  
T I F SPECIAL REVENUE FUND

PAGE: 7

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
05-59-401-3	ADMINISTRATION - GENERAL	1,048.00	12,862.96	45.51	28,264.00	15,401.04	22.76	56,528.00
05-59-410-5	PRINCIPAL EXPENSE	0.00	353,537.50	54.62	647,262.00	293,724.50	27.31	1,294,524.00
05-59-425-2	ATTORNEY FEES	0.00	0.00	0.00	1,000.00	1,000.00	0.00	2,000.00
***TOTAL	T I F SPECIAL REVENUE FUND	1,048.00	366,400.46	54.16	676,526.00	310,125.54	27.08	1,353,052.00

INCLUDES PENDING

PRCT. OF YR: 33.33

RUN: 09/04/13

5:04PM

VILLAGE OF WILLOWBROOK  
EXPENDITURE REPORT FOR AUGUST, 2013  
SSA ONE BOND FUND

PAGE: 8

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>SSA BOND</u>							
06-60-550-4	DEBT SERVICE	0.00	100,580.00	31.32	321,160.00	220,580.00	15.66	642,320.00
06-60-555-7	SSA BOND & INTEREST FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	SSA BOND	0.00	100,580.00	31.32	321,160.00	220,580.00	15.66	642,320.00
***TOTAL	SSA ONE BOND FUND	0.00	100,580.00	31.32	321,160.00	220,580.00	15.66	642,320.00

INCLUDES PENDING  
PRCT. OF YR: 33.33  
RUN: 09/04/13

5:04PM

VILLAGE OF WILLOWBROOK  
EXPENDITURE REPORT FOR AUGUST, 2013  
POLICE PENSION FUND

PAGE: 9

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
07-62-401-5	POLICE PENSION FUND	56,967.47	238,143.90	32.59	730,834.00	492,690.10	16.29	1,461,667.00
***TOTAL	POLICE PENSION FUND	56,967.47	238,143.90	32.59	730,834.00	492,690.10	16.29	1,461,667.00

RUN: 09/04/13

5:04PM

PAGE: 10

[illegible]



INCLUDES PENDING

PRCT. OF YR: 33.33

RUN: 09/04/13

5:04PM

VILLAGE OF WILLOWBROOK  
EXPENDITURE REPORT FOR AUGUST, 2013  
WATER CAPITAL IMPROVEMENTS FUND

PAGE: 11

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>WATER CAPITAL IMPROVEMENTS</u>							
09-65-405-2	WATER CAPITAL IMPROV FUND	0.00	0.00	0.00	12,000.00	12,000.00	0.00	24,000.00
09-65-410-5	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09-65-440-6	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	36,000.00	36,000.00	0.00	72,000.00
**TOTAL	WATER CAPITAL IMPROVEMENTS	0.00	0.00	0.00	48,000.00	48,000.00	0.00	96,000.00
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	0.00	0.00	0.00	48,000.00	48,000.00	0.00	96,000.00

INCLUDES PENDING

PRCT. OF YR: 33.33

RUN: 09/04/13

5:04PM

VILLAGE OF WILLOWBROOK  
EXPENDITURE REPORT FOR AUGUST, 2013  
CAPITAL PROJECT FUND

PAGE: 12

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>CAPITAL PROJECTS</u>								
10-68-430-5	CAPITAL PROJECTS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-68-540-4	PUBLIC WORKS FACILITY ARCHITECT FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-68-545-4	75TH ST EXTENSION PROJECT	0.00	428.00	95.11	450.00	22.00	47.56	900.00
10-68-550-4	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	CAPITAL PROJECTS	0.00	428.00	95.11	450.00	22.00	47.56	900.00
***TOTAL	CAPITAL PROJECT FUND	0.00	428.00	95.11	450.00	22.00	47.56	900.00

INCLUDES PENDING

PRCT. OF YR: 33.33

RUN: 09/04/13

5:04PM

VILLAGE OF WILLOWBROOK  
EXPENDITURE REPORT FOR AUGUST, 2013  
2008 BOND FUND

PAGE: 13

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
***TOTAL	2008 BOND FUND	0.00	35,278.13	21.97	160,556.00	125,277.87	10.99	321,112.00

VILLAGE OF WILLOWBROOK  
EXPENDITURE REPORT FOR AUGUST, 2013  
LAND - FACILITY EXPANSION & RENOVATION F

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
14-75-910-4	OTHER EXPENDITURES	900,000.00	912,800.00	35.20	2,593,187.00	1,680,387.00	17.60	5,186,374.00
14-75-920-2	OTHER	0.00	0.00	0.00	50,000.00	50,000.00	0.00	100,000.00
14-75-930-4	LAND & FACILITY	6,975.00	8,650.00	1.73	500,000.00	491,350.00	0.87	1,000,000.00
14-75-940-5	UNKNOWN FUNCTION # 14940	0.00	0.00	0.00	25,000.00	25,000.00	0.00	50,000.00
***TOTAL	LAND - FACILITY EXPANSION & RENOVATION F	906,975.00	921,450.00	29.08	3,168,187.00	2,246,737.00	14.54	6,336,374.00
<u>FUND SUMMARY</u>								
1	GENERAL CORPORATE	528,848.33	2,380,050.01	29.75	7,999,142.00	5,619,091.99	14.88	15,998,285.67
2	WATER	193,799.91	717,023.41	28.76	2,493,009.00	1,775,985.59	14.38	4,986,018.08
3	HOTEL/MOTEL TAX	70.00	30,388.80	49.25	61,702.00	31,313.20	24.63	123,404.60
4	MOTOR FUEL TAX	0.00	0.00	0.00	242,000.00	242,000.00	0.00	484,000.00
5	T I F SPECIAL REVENUE	1,048.00	366,400.46	54.16	676,526.00	310,125.54	27.08	1,353,052.00
6	SSA ONE BOND & INTEREST	0.00	100,580.00	31.32	321,160.00	220,580.00	15.66	642,320.00
7	POLICE PENSION	56,967.47	238,143.90	32.59	730,834.00	492,690.10	16.29	1,461,667.00
9	WATER CAPITAL IMPROVEMENTS	0.00	0.00	0.00	48,000.00	48,000.00	0.00	96,000.00
10	CAPITAL PROJECT	0.00	428.00	95.11	450.00	22.00	47.56	900.00
11	2008 BOND	0.00	35,278.13	21.97	160,556.00	125,277.87	10.99	321,112.00
14	LAND ACQUISITION, FACILITY EXPANSION & RENO	906,975.00	921,450.00	29.08	3,168,187.00	2,246,737.00	14.54	6,336,374.00
	TOTALS ALL FUNDS	1687708.71	4,789,742.71	30.12	15,901,566.00	11,111,823.29	15.06	31,803,133.35

# VILLAGE OF WILLOWBROOK FINANCIAL REPORT MUNICIPAL SALES AND USE TAXES

MONTH DIST	SALE MADE		09-10		10-11		11-12		12-13		13-14
MAY	FEB	\$	216,102	\$	223,555	\$	254,811	\$	261,216	\$	250,138
JUNE	MAR		252,558		281,024		296,840		308,159		304,370
JULY	APR		239,611		259,844		281,808		288,609		295,557
AUG	MAY		278,006		284,173		276,985		316,487		334,102
SEPT	JUNE		284,544		314,663		318,524		336,664		
OCT	JULY		269,750		276,383		300,424		291,508		
NOV	AUG		267,033		279,375		326,134		330,699		
DEC	SEPT		253,713		260,636		296,490		300,348		
JAN	OCT		236,393		273,809		272,291		282,374		
FEB	NOV		253,516		290,009		296,763		306,325		
MARCH	DEC		339,352		355,102		387,223		377,505		
APRIL	JAN		193,834		234,660		253,944		277,850		
TOTAL		\$	3,084,413	\$	3,333,234	\$	3,562,238	\$	3,677,745	\$	1,184,166
MTH AVG		\$	257,034	\$	277,769	\$	296,853	\$	306,479	\$	296,041
<b>BUDGET</b>		\$	3,018,750	\$	3,121,250	\$	3,217,250	\$	3,493,374	\$	3,447,000

YEAR TO DATE LAST YEAR :	\$ 1,174,471
YEAR TO DATE THIS YEAR :	\$ 1,184,166
DIFFERENCE :	\$ 9,695

PERCENTAGE OF INCREASE :



0.83%

## CURRENT FISCAL YEAR :

BUDGETED REVENUE:	\$ 3,447,000
PERCENTAGE OF YEAR COMPLETED :	33.33%
PERCENTAGE OF REVENUE TO DATE :	34.35%
PROJECTION OF ANNUAL REVENUE :	\$ 3,708,102
EST. DOLLAR DIFF ACTUAL TO BUDGET	\$ 261,102
EST. PERCENT DIFF ACTUAL TO BUDGET	7.6%

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p style="text-align: center;"><b>ITEM TITLE:</b></p> <p>Motion to Approve – 2013 MFT Roadway Maintenance Program: Payout #1 – Partial Payment – Crowley-Sheppard Asphalt, Inc.</p>	<p><b>AGENDA NO.</b>                    <b>5f</b></p> <p><b>AGENDA DATE:</b> <u>9/9/13</u></p>																		
<p><b>STAFF REVIEW:</b> Tim Halik, Village Administrator</p>	<p><b>SIGNATURE:</b> <u></u></p>																		
<p><b>LEGAL REVIEW:</b> N/A</p>	<p><b>SIGNATURE:</b> <u>N/A</u></p>																		
<p><b>RECOMMENDED BY:</b> Tim Halik, Village Administrator</p>	<p><b>SIGNATURE:</b> <u></u></p>																		
<p><b>REVIEWED BY MUNI. SERVICES COMMITTEE:</b> YES <input checked="" type="checkbox"/> <u>on September 9, 2013</u>    NO <input type="checkbox"/>    N/A <input type="checkbox"/></p>																			
<p><b>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)</b></p> <p>At its regular meeting on July 22, 2013, the Village Board approved a contract with Crowley-Sheppard Asphalt, Inc. to complete the 2013 MFT Roadway Maintenance Program. This year's program consists of surface patching, full-depth patching, replacement of worn pavement markings, and crack sealing of various roads throughout town. After all required paperwork, insurance and bond certificates were submitted, a notice to proceed with the project was issued by the Village and the work commenced.</p>																			
<p><b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)</b></p> <p>Given the patching work is now complete, which was the largest portion of the project, the contractor has submitted a request for partial payment. The following is a breakdown of the project costs to date:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">(TOTAL CONTRACT AMOUNT:</td> <td style="text-align: right;">\$129,740.90)</td> </tr> <tr> <td>Invoice #1 amount (patching):</td> <td style="text-align: right;">\$76,745.00</td> </tr> <tr> <td>Less 10% Retainage:</td> <td style="text-align: right;">\$7,674.50</td> </tr> <tr> <td></td> <td style="text-align: right;">-----</td> </tr> <tr> <td>Payout #1 Request:</td> <td style="text-align: right;">\$69,070.50</td> </tr> </table> <p>Staff would recommend that the Mayor and Board of Trustees authorize Payout #1 – Partial Payment to Crowley-Sheppard Asphalt, Inc. in the amount of \$69,070.50. The Village has confirmed material quantities used. The payment check will be withheld until the contractor has submitted a partial waiver of lien, and an executed prevailing wage certification. The authorized payment amount would be expended from the following fund:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>FUND</u></th> <th style="text-align: left;"><u>ACCOUNT</u></th> <th style="text-align: left;"><u>DESCRIPTION</u></th> <th style="text-align: left;"><u>BUDGETED</u></th> </tr> </thead> <tbody> <tr> <td>MFT</td> <td>04-56-430-684</td> <td>Street Maintenance Contract</td> <td>\$242,000</td> </tr> </tbody> </table> <p>Once the project is fully complete, the retainage amount will be released.</p>		(TOTAL CONTRACT AMOUNT:	\$129,740.90)	Invoice #1 amount (patching):	\$76,745.00	Less 10% Retainage:	\$7,674.50		-----	Payout #1 Request:	\$69,070.50	<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>BUDGETED</u>	MFT	04-56-430-684	Street Maintenance Contract	\$242,000
(TOTAL CONTRACT AMOUNT:	\$129,740.90)																		
Invoice #1 amount (patching):	\$76,745.00																		
Less 10% Retainage:	\$7,674.50																		
	-----																		
Payout #1 Request:	\$69,070.50																		
<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>BUDGETED</u>																
MFT	04-56-430-684	Street Maintenance Contract	\$242,000																
<p><b>ACTION PROPOSED:</b></p> <p>Approve motion.</p>																			

**CROWLEY-SHEPPARD ASPHALT, INC.**

6525 WEST 99th STREET P.O. BOX 157  
CHICAGO RIDGE, ILLINOIS 60415  
(708) 499-2900 · FAX (708) 499-3106

**INVOICE**

INVOICE DATE	CUSTOMER NO.	INVOICE NUMBER
August 26, 2013	13-042	52063
P.O. NUMBER	WORK ORDER NO.	SHIP DATE

TO: Village of Willowbrook  
7760 Quincy Street  
Willowbrook, Illinois 60527



JOB SITE: Village of Willowbrook  
2013 MFT Road Program  
Various Locations  
Section No. 13-00000-01-GM

ESTIMATE No. 1

SALES PERSON		TERMS	SHIP VIA		F.O.B.
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
45100200	Crack Filling	0.00	Lbs.	\$ 2.00	\$ -
78000100	Thermoplastic Pavement Marking - Letters and Symbols	0.00	SQ FT	\$ 4.00	\$ -
78000200	Thermoplastic Pavement Marking - Line 4 in. (Yellow)	0.00	Foot	\$ 0.65	\$ -
78000400	Thermoplastic Pavement Marking - Line 6 in. (White-Solid)	0.00	Foot	\$ 1.00	\$ -
78000400	Thermoplastic Pavement Marking - Line 6 in. (White-Skip Dash)	0.00	Foot	\$ 1.00	\$ -
78000600	Thermoplastic Pavement Marking - Line 12 in. (White)	0.00	Foot	\$ 2.75	\$ -
78000650	Thermoplastic Pavement Marking - Line 24 in. (White-Stop Bar)	0.00	Foot	\$ 4.00	\$ -
78300100	Pavement Marking Removal	0.00	SQ FT	\$ 1.00	\$ -
N/A	Class D Patch, Surface Special, 3 in.	1,500.00	SQ YD	\$ 29.00	\$ 43,500.00
N/A	Class D Patch, Surface Special, 6 in.	610.00	SQ YD	\$ 54.50	\$ 33,245.00
Estimate No.1 TOTAL					\$ 76,745.00

# CROWLEY-SHEPPARD ASPHALT INC.

## CONTRACTOR

PLANT OFFICE  
6525 WEST 99th STREET  
P.O. BOX 157  
CHICAGO RIDGE, ILLINOIS 60415-0157  
OFFICE: (708) 499-2900 FAX: (708) 499-3106

Village of Willowbrook  
2013 MFT Road Program  
Various Locations  
Section No. 13-00000-01-GM  
August 26, 2013

### Estimate # 1

ITEM	QUANTITY	UNIT PRICE	AMOUNT
45100200 Crack Filling	0.00 lbs	2.00	\$ -
78000100 Thermoplastic Pavement Marking - Letters and Symbols	0.00 SQ FT	4.00	\$ -
78000200 Thermoplastic Pavement Marking - Line 4 in. (Yellow)	0.00 Foot	0.65	\$ -
78000400 Thermoplastic Pavement Marking - Line 6 in. (White-Solid)	0.00 Foot	1.00	\$ -
78000400 Thermoplastic Pavement Marking - Line 6 in. (White-Skip Dash)	0.00 Foot	1.00	\$ -
78000600 Thermoplastic Pavement Marking - Line 12 in. (White)	0.00 Foot	2.75	\$ -
78000650 Thermoplastic Pavement Marking - Line 24 in. (White-Stop Bar)	0.00 Foot	4.00	\$ -
78300100 Pavement Marking Removal	0.00 SQ FT	1.00	\$ -
N/A Class D Patch, Surface Special, 3 in.	1,500.00 SQ YD	29.00	\$ 43,500.00
N/A Class D Patch, Surface Special, 6 in.	610.00 SQ YD	54.50	\$ 33,245.00
<b>Estimate # 1 TOTAL</b>			<b>\$ 76,745.00</b>
<b>Less 10% Retention</b>			<b>\$ 7,674.50</b>
<b>Subtotal</b>			<b>\$ 69,070.50</b>
<b>Amount Received</b>			<b>\$ -</b>
<b>Amount Due Estimate # 1</b>			<b>\$ 69,070.50</b>



# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A PROCLAMATION DESIGNATING SEPTEMBER 17-23, 2013 AS  
CONSTITUTION WEEK IN THE VILLAGE OF WILLOWBROOK

**AGENDA NO.**

**5g**

**AGENDA DATE:** 9/09/13

**STAFF REVIEW:** Cindy Stuchl

**SIGNATURE:** Cindy Stuchl

**LEGAL REVIEW:** DNA

**SIGNATURE:** N/A

**RECOMMENDED BY VILLAGE ADMIN.:**

**SIGNATURE:** TE. Halix

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

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

The first Resolution to observe Constitution Week was made on June 14, 1955 by Senator William F. Knowland of California. President Eisenhower issued his proclamation following the passage of the Resolution by both Houses of Congress on August 19, 1955. It was so popular that Senator Knowland introduced a Senate Joint Resolution to have the President designate September 17-23 annually as Constitution Week. It was signed into Public Law 915 on August 2, 1956.

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

The Mayor and Board of Trustees adopt a Proclamation proclaiming September 17-23, 2013 as Constitution Week within the Village of Willowbrook.

**ACTION PROPOSED:** ADOPT THE PROCLAMATION

# Village of Willowbrook

## Proclamation

**WHEREAS**, September 17, 2013, marks the two hundred twenty-six anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS**, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS**, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

**NOW, THEREFORE, I, FRANK A. TRILLA**, by virtue of the authority vested in me as Mayor of the Village of Willowbrook, do hereby proclaim the week of September 17 through 23, 2013 as Constitution Week in the Village of Willowbrook and ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

Proclaimed this 9<sup>th</sup> day of September, 2013.

---

Mayor

Attest:

---

Village Clerk





CONSTITUTION WEEK SEPTEMBER 17-21

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

Consideration of an Ordinance Rezoning Property from R-1 to R-3: 5805 Holmes/PC 2013-05

### AGENDA NO.

6

AGENDA DATE: 9/9/13

STAFF REVIEW: Jo Ellen Charlton, Planning Consultant

SIGNATURE:

*Jo Ellen Charlton*

LEGAL REVIEW: Thomas M. Bastian, Village Attorney

SIGNATURE:

*THOMAS BASTIAN JR.*

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE:

*Tim Halik*

REVIEWED & APPROVED BY COMMITTEE:

YES ☐

NO ☐

N/A ☒

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

The property was annexed in 2002 to obtain water. No re-zoning accompanied the annexation, so the property was automatically zoned R-1.

The Village Board received the Plan Commission's recommendation at their August 26, 2013 meeting.

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

This property, located on the east side of Holmes between 58<sup>th</sup> and 59<sup>th</sup>, is one of only three lots that has been annexed to Willowbrook. It has a Clarendon Hills mailing address. Many lots in this quadrant of town are smaller and were built under the County's jurisdiction. Over the years, these lots have been annexed for water, then later rezoned-- typically when an owner wishes to make an improvement. To be consistent with the recommendations in the Comprehensive Plan, these lots have historically been rezoned to R-3, in order to maintain the single family character of the area.

The owner is requesting the rezoning with the intent to file for a permit to construct a second story addition over the north half of the existing raised ranch home. The addition may also include an expansion to the rear of the property. The owner has been advised that the rezoning does not authorize any variations and that his plans must comply with all other setback or other bulk requirements of the R-3 Zoning District.

Only one resident commented during the hearing. His concerns were that the property not accommodate multiple family and that new development 1) address his existing drainage concerns and 2) not be allowed to terrace or build up the lot. The resident was advised that R-3 only allows single family development and that staff would evaluate existing drainage concerns and address them as required either prior to or as part of any development permit.

The Plan Commission recommended approval of the following motion:

**Based on the submitted petition and testimony presented, I move that the Plan Commissions recommend to the Mayor and Village Board approval of a rezoning from R-1 to R-3 for the property legally described as part of ZBA Case Number 13-05, and commonly known as 5805 S. Holmes, Clarendon Hills, Illinois.**

### ACTION PROPOSED/RECOMMENDATION:

August 26, 2013: Receive Plan Commission Recommendation

September 9, 2013: Consideration of an Ordinance Rezoning 5805 Holmes from R-1 to R-3

Staff recommends approval of the attached ordinance.

ORDINANCE NO. 13-O-\_\_\_\_\_

AN ORDINANCE REZONING CERTAIN TERRITORY -  
PC 13-05: 5805 HOLMES

---

WHEREAS, on or about July 9, 2013, Tao Duan, as applicant and property owner, filed an application with the Village of Willowbrook requesting rezoning of the property legally described on Exhibit "A" attached hereto, which is, by this reference, incorporated herein ("SUBJECT REALTY"); and,

WHEREAS, Notice of Public Hearing on said application was published on or about July 19, 2013, in a newspaper having general circulation within the Village, to-wit, the Suburban Life newspaper, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, pursuant to said Notice, the Plan Commission of the Village of Willowbrook conducted a Public Hearing on or about August 7, 2013, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

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

WHEREAS, the rezoning of the Subject Realty from R-1 to R-3 is consistent with the Village of Willowbrook Comprehensive Plan and with the rezoning of similar properties in the immediate area; and

WHEREAS, the Plan Commission forwarded its recommendation to approve a rezoning from R-1 to R-3 to the Mayor and Board of Trustees on or about August 26, 2013, a copy of which is attached hereto as Exhibit "B" which is, by this reference, made a part hereof.

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

SECTION ONE: That the SUBJECT REALTY be and the same is hereby rezoned from the R-1 Single Family Residential District zoning classification to the R-3 Single Family Residential District zoning classification of the Village of Willowbrook.

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, expressly repealed.

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

PASSED and APPROVED this 9<sup>th</sup> day of September, 2013.

APPROVED:

\_\_\_\_\_  
Frank Trilla, Mayor

ATTEST:

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

ROLL CALL VOTE:   AYES: \_\_\_\_\_

                  NAYS: \_\_\_\_\_

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

                  ABSENT: \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 44, (EXCEPT THE SOUTH HALF THEREOF), LOTS 45 AND 46 IN BLOCK 2 IN KOPJE'S OF HINSDALE, BEING A SUBDIVISION OF THE WEST HALF OF LOT 8 IN HALL'S SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID KOPJE'S OF HINSDALE, RECORDED MARCH 14, 1900 AS DOCUMENT 71045, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-14-114-043

Commonly Known As: 5805 S. Holmes, Clarendon Hills, IL 60514



EXHIBIT "B"

PLAN COMMISSION REPORT

MEMO TO: Frank A. Trilla, Mayor  
Board of Trustees

MEMO FROM: Daniel Kopp, Chairman, Plan Commission

DATE: August 7, 2013

SUBJECT: Petition to rezone from R-1 to R-3  
5805 S. Holmes

At the regular meeting of the Plan Commission held on August 7, 2013, the above referenced application was discussed and the following motion was made:

MOTION: Made by Commissioner Remkus, seconded by Commissioner Wagner that based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Mayor and Village Board approval of a rezoning from R-1 to R-3 for the property legally described as part of ZBA Case Number 13-05, and commonly known as 5805 S. Holmes, Clarendon Hills, Illinois.

ROLL CALL: AYES: Commissioners Lacayo, Remkus, Buckley, Vice Chairman Wagner and Chairman Kopp; NAYS: None; ABSENT: Commissioner Soukup and Baker.

MOTION DECLARED CARRIED

Should any member of the Board have questions regarding this matter, please do not hesitate to contact me.

DK/jp

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

A RESOLUTION ACCEPTING A PROPOSAL FOR PROFESSIONAL SERVICES –  
MUNICIPAL FACILITIES PLANNING – WILLIAMS ARCHITECTS

AGENDA NO. 7

AGENDA DATE: 9/9/13

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH

RECOMMENDED BY: Tim Halik,  
Village Administrator

SIGNATURE: T. Halik

REVIEWED BY MUNI. SERVICES COMMITTEE: YES ☒ on September 9, 2013 NO ☐ N/A ☐

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

On August 14, 2013, the Village acquired the property located adjacent to the Village Hall at 835 Midway Drive in order to further the Village's long-term space needs plan with regard to facilities. This property is .72 acres in area and contains a two-story 9,790 square foot office building built in 1979.

Prior to the Board's decision to acquire this property, Mark Bushhouse from Williams Architects was asked to conduct a brief feasibility analysis to determine whether the acquisition of the property, and subsequent renovation of each facility, could satisfy our previously identified Village facilities long-term space needs. Williams Architects was originally commissioned by the Village in 2002 to conduct a Space Needs Study, which formed the basis of the Village's Municipal Facilities Master Plan adopted by the Board in January 2004. Williams Architects also designed our public works facility, which was completed in 2009 and subsequently received a Project of the Year Award from the Chicago Metro Chapter of the American Public Works Association (APWA). The results of the feasibility analysis revealed that re-creating the previously envisioned municipal facilities campus concept around the existing Village Hall building could satisfy our long-term space needs.

Since acquisition of the 835 Midway property, staff has met with Mark Bushhouse from Williams Architects to begin developing a plan to move the Village Hall functions to the newly acquired building, and to renovate the existing municipal facility for police use. Based on our discussions, along with recommendations from Mr. Bushhouse, a proposal was submitted by Williams Architects for professional services relating to this scope of work.

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

The attached proposal includes updating the previous Village Space Needs Study and the development of conceptual building /site alteration designs for consideration, including projected budgetary costs based on those conceptual designs. This scope of work would be provided for a fee of \$12,500. Once conceptual designs are agreed upon, the development of construction plans for project bidding purposes would be completed separately at additional expense. Sufficient funds are included in the FY 2013/14 budget (within the L.A.F.E.R fund) for this expenditure.

ACTION PROPOSED: Adopt the Resolution.

RESOLUTION NO. 13-R-\_\_\_\_\_

A RESOLUTION ACCEPTING A PROPOSAL FOR PROFESSIONAL  
SERVICES – MUNICIPAL FACILITIES PLANNING – WILLIAMS  
ARCHITECTS

---

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk are hereby authorized and directed to accept the proposal from Williams Architects, attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein, to provide professional planning services relating to a required update of the existing Village Space Needs Study, along with conceptual design work relating to the renovation of the existing municipal facility and newly acquired properties.

ADOPTED and APPROVED this 9<sup>th</sup> day of September, 2013

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

NAY: \_\_\_\_\_

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

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

4 September 2013



Mr. Tim Halik  
Village Administrator  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, Illinois 60527-5594

Re: Professional Services and Fee Proposal – Planning Services  
Village Hall and Police Planning  
Existing Municipal Facility and Newly Acquired Properties

Dear Tim,

We at Williams Architects (WA) are grateful and excited to provide this professional services proposal to plan the Village's use of the newly acquired and existing facilities.

#### **PROJECT UNDERSTANDINGS**

- A. Planning work to investigate:
  - 1. Moving the village hall functions (without the board room) to the newly acquired building at 835 Midway
  - 2. Renovations to the existing municipal facility for police uses
  - 3. Possible uses and renovations at the 825 Midway building that could include multi-use recreation spaces and potentially the relocated board room
- B. The Village's budget shall be modest and the planning work to be accomplished in 30 to 60 days depending on the decisions made by the Village.

#### **SERVICES TO BE PROVIDED**

- A. Review of previous space programming
  - 1. Staff to review previous space programming versus current and expected staffing levels
  - 2. WA to meet with staff to review
  - 3. WA to prepare revised space programs
  - 4. WA to convey these to staff for their review, refinements and approval
- B. Conceptual Design
  - 1. WA to provide CAD drawings of the three involved buildings and a combined site plan (Village to order survey of all properties)
  - 2. WA to meet with staff to review the approved space programs and discuss and sketch concepts for all of the buildings and the site
  - 3. WA to prepare design options based on the meeting with staff
  - 4. WA to meet with staff to review design options for selection of best concept and refinements
  - 5. WA to refine chosen design and prepare planning level project budget
  - 6. WA to convey design and budget to staff for review and comment
  - 7. WA to revise and resubmit for staff approval



8. WA to work with staff to present to the Village Board the results of the planning study

## **DELIVERABLES**

1. Colored site and floor blocking plans
2. Project budget
3. Space programs

## **SERVICES THAT ARE NOT NEEDED, WILL COST EXTRA OR ARE OWNER-SUPPLIED:**

1. Basic design services
2. Engineering consulting
3. Existing conditions review
4. Zoning approval assistance
5. Attendance at additional Board and public meetings
6. All site surveying and topographic services will be provided by the owner
7. Environmental, LEED consulting and testing.
8. Exterior or interior 3D sketches or renderings

## **BASIS OF FEES AND COSTS**

1. The fee shall be the lump sum of twelve thousand five hundred (\$12,500).
2. Reimbursable expenses are in addition to the fees and shall be invoiced times a 1.15 multiplier

If the owner authorizes, in writing, additional services for the project, they shall be provided on an hourly basis from the rate table below (these are adjusted on annual basis, average increase of 3 - 5%):

### **Williams Architects 2013 – 2014 Rate Table**

Principal II	\$	196.00/Hour
Principal I	\$	179.00/Hour
Associate Principal	\$	167.00/Hour
Senior Associate	\$	161.00/Hour
Associate / Project Manager	\$	146.00/Hour
Architect III	\$	130.00/Hour
Architect II	\$	119.00/Hour
Architect I	\$	108.00/Hour
Project Coordinator IV	\$	98.00/Hour
Project Coordinator III	\$	89.00/Hour
Project Coordinator II	\$	76.00/Hour
Project Coordinator I	\$	66.00/Hour
Project Technician II	\$	49.00/Hour

Project Technician I	\$	39.00/Hour
Marketing Coordinator	\$	145.00/Hour
Graphics Coordinator	\$	105.00/Hour
Accounting	\$	139.00/Hour
Secretarial	\$	98.00/Hour
Clerical	\$	69.00/Hour
Director of Interior Design	\$	132.00/Hour
Interior Designer V	\$	102.00/Hour
Interior Designer IV	\$	85.00/Hour
Interior Designer III	\$	68.00/Hour
Interior Designer II	\$	56.00/Hour
Interior Designer I	\$	40.00/Hour

Project Team Leadership

1. Mark Bushhouse shall be the Principal in charge and personally lead the Planning Phase work

The owner shall be invoiced on a monthly basis for the work that is completed in the prior month. Payments to be made in compliance with the Illinois local government prompt payment act.

We understand the Village intends to have WA provide the basic design services for this project based upon satisfactory completion of this planning work and the Board's approval to proceed with the design and construction of these facility improvements.

Cordially,



Mark S. Bushhouse, AIA  
President

xc: Scott Lange / Williams Architects

The Village of Willowbrook hereby accepts the terms and conditions of this proposal and authorizes Williams Architects to begin their services immediately.

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Authorized Signature

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Date

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# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT – BID PACKAGE 1A – GRADING, WATERFORD PARK IMPROVEMENT PROJECT – RNR CONTRACTORS, MORRIS, IL

AGENDA NO.

**8**

AGENDA DATE: 9/9/13

**STAFF REVIEW:** Kristin Violante,  
Superintendent of Parks & Recreation

SIGNATURE:

*Kristin Violante*

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

SIGNATURE:

*THOMAS BASTIAN TH.*

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

SIGNATURE:

*Tim Halik*

**REVIEWED & APPROVED BY PARK COMMISSION:**

YES ☒

on 9/3/13

NO ☐

N/A ☐

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

On Friday, August 30, 2013, beginning at 2:00 PM, six (6) public bid openings were held for various work needed to complete the 2013 Waterford Park Improvement Project. Each separate portion of the overall project included multiple bids, which indicates a good showing of interest for the projects. The following is a summary of the low bids received and the overall project costs:

VENDOR	Portion of Work	Low Bid
RNR Contractors, Morris, IL	#1A - Grading	\$40,065.30
The Kenneth Company, Lemont, IL	#2A - Concrete Paving	\$40,367.00
Matthews Paving, Oak Lawn, IL	#3A - Asphalt Paving	\$18,500.00
Continental Construction, Evanston, IL	#4A - Playground Surfacing	\$71,400.00
Hacienda Landscaping	#5A - Shelter & Site Furnishings	\$11,100.00
Hacienda Landscaping	#6A - Landscaping	\$20,217.00

<b>SUB TOTAL:</b>	<b>\$201,649.30</b>
+ Consultant Expenses (G.C. contract):	\$13,250.00
+ picnic tables (separate from bid project):	\$4,000.00

<b>TOTAL:</b>	<b>\$218,899.30</b>
---------------	---------------------

Staff would recommend that the proposals submitted by the above listed vendors be accepted to perform the described work. The project General Contractor, Tod Stanton from Design Perspectives, has previously worked with five out of the six vendors. Staff has contacted the supplied references for all vendors, and no negative comments were received. If approved, the project would start later this month.

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

A total of \$200,000 was earmarked within the F.Y. 2013/14 Budget for this project. Although the overall project came in \$18,899.30 above our estimate, there is available funding within the Special Recreation Services Fund to cover the overage:

FUND	ACCOUNT	DESCRIPTION	BUDGETED
Land – Facility Renovation	14-75-930-415	Facilities	\$200,000.00
SR Services – Expenditure	01-20-590-521	ADA Park Improve.	\$20,985.00 (remaining)

**ACTION PROPOSED:** Adopt resolution. The contract includes the grading portion of the project work only.



MEMO

To: Tim Halik  
From: Tod Stanton  
Date: September 1, 2013

**RE: Bid Evaluation for Waterford Park 2013 Park Improvements**

We are pleased to provide this short memo outlining the approach to the contracts to be let for the project.

**Overview of Bids:**

We are pleased to report that we had a good overall showing of interest within these projects. The following are the lowest bidders and locations for the individual bid packages:

Package 1A	Grading	RNR Contractors Morris, IL
Package 2A	Concrete Paving	The Kenneth Company Lemont, IL
Package 3A	Asphalt Paving	Matthews Paving Oak Lawn, IL
Package 4A	Playground Safety Surfacing	Continental Construction Evanston, IL
Package 5A	Shelter & Site Furnishings	Hacienda Landscaping Plainfield, IL
Package 6A	Landscaping	Hacienda Landscaping Plainfield, IL



## **Recommendations:**

### **Bid Package 1A – Grading**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 1A –Grading to RNR Contractors in the not to exceed amount of \$40,065.30.

### **Bid Package 2A – Concrete**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 2A –Concrete to The Kenneth Company in the not to exceed amount of \$40,367.00.

### **Bid Package 3A – Asphalt**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 3A –Asphalt to Matthews Paving in the not to exceed amount of \$18,500.00. **Do not accept Add Alternate A which would have the path paved in asphalt and color coated in dark brown color.**

### **Bid Package 4A – Playground Safety Surface**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 4A –Playground Safety Surface to Continental Construction in the not to exceed amount of \$71,400.00.

### **Bid Package 5A – Shelter & Site Furnishings**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 5A –Shelter & Site Furnishings to Hacienda Landscaping in the not to exceed amount of \$11,100.00. **Do not accept Add Alternate B which is an all metal shelter.**

### **Bid Package 6A – Landscaping**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 6A –Landscaping to Hacienda Landscaping in the not to exceed amount of \$20,217.00.

We have worked with all the contractors listed here except RNR Contractors. We will call references on Tuesday, but we did speak to Rick from RNR Contractors at length about this project and answered his questions regarding bid package 1A – grading.

**Project Name: Waterford Park Improvements**

## 2013 Willowbrook Waterford Park Improvements - Bid Package 1A - Grading

**Bid Opening: 2:00 p.m. Friday, August 30, 2013**

**Witness: Tod Stanton**

**Witness:** Kristin Violante & Garrett Hummel

[illegible]



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

## Mayor

Frank A. Trilla

## Village Clerk

Leroy R. Hansen

## Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

## Village Administrator

Tim Halik

## Chief of Police

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

## LEGAL NOTICE

### REQUEST FOR BIDS

Notice is hereby given that the Village of Willowbrook is seeking bids for **Grading associated with the Waterford Park project**, in accordance with specifications currently on file and which may either be picked up in the office of the Village of Willowbrook Village Hall, located at 7760 Quincy Street, Willowbrook, Illinois 60527, or obtained on the Village's website: [www.willowbrookil.org](http://www.willowbrookil.org). Completed bids are due in the office no later than 2:00 p.m. on Friday, August 30, 2013 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.

Questions should be directed to:

Kristin Violante, Superintendent of Parks & Recreation  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527  
630-920-2251 office, 630-323-0787 fax  
[kviolante@willowbrook.il.us](mailto:kviolante@willowbrook.il.us)

RESOLUTION NO. 13-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK  
TO EXECUTE A CERTAIN CONTRACT – BID PACKAGE 1A –  
GRADING, WATERFORD PARK IMPROVEMENT PROJECT – RNR  
CONTRACTORS, MORRIS, IL

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BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized to execute a certain contract with RNR Contractors, Inc. to complete the grading work associated with the 2013 Waterford Park Improvement Project in an amount not to exceed \$40,065.30, as set forth in the contract attached hereto as Exhibit “A” which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 9<sup>th</sup> day of September, 2013

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

**SPECIFICATIONS AND CONTRACT DOCUMENTS**  
for  
**2013 Waterford Park Improvements**  
**Bid Package 1A - Grading**

Required For Use By:

**VILLAGE OF WILLOWBROOK**  
Willowbrook, Illinois 60527  
August 16, 2013

**CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE 15**

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

**BIDS TO BE EXECUTED IN DUPLICATE**

**ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC**

**ALL INSURANCE REQUIREMENTS MUST BE MET**

CONTRACT PERIOD:	Completion Date: October 18, 2013
PROJECT NUMBER:	13-5812-1A
BID DEPOSIT: (Certified Check, Bank Cashier's Check or Bid Bond)	5% of Bid Amount (See Page 4)
PERFORMANCE BOND(S) REQUIRED:	Yes
DRAWINGS:	Yes G-000-1A Cover Sheet LG-100-1A Grading Plan LG-500-1A Construction Details (Reference Only)
BID OPENING – DATE/TIME/LOCATION:	<b>2:00 PM CST August 29, 2013</b> <b>WILLOWBROOK VILLAGE HALL</b> <b>7760 Quincy Street</b> <b>Willowbrook, Illinois 60527</b>

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

Tim Halik  
Village Administrator

### **BID NOTICE**

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

**Bid Item:** 2013 Waterford Park Improvements  
Bid Package 1A - Grading

**Bid Opening:** 2:00 PM CST August 29, 2013

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

**The work required under the specifications of this contract consists of grading and excavation.**

The Village may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Village all information and data for this purpose as the Village may request. The Village reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the Village that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Conditional Bids will not be accepted.

Bidders are invited to attend a pre-bid meeting to be held on **Monday August 26<sup>th</sup> at 2:00 p.m.** at the Willowbrook Village Hall, 7760 Quincy Street, Willowbrook, IL 60527. **This meeting is not mandatory.**

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:

RNR Contractors Inc.

\_\_\_\_\_

\_\_\_\_\_

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

### B. PREPARATION AND SUBMISSION OF PROPOSAL

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

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

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

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



**C. WITHDRAWAL OF PROPOSAL**

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

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

**D. SUBMISSION OF ALTERNATE BIDS**

Bidder may submit alternate bids provided that:

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

**E. BID DEPOSIT**

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

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

**F. SECURITY FOR PERFORMANCE**

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

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

**G. EQUIVALENT PRODUCTS**

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

**H. BASIS OF AWARD**

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

**I. ACCEPTANCE OF BID**

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

**J. CATALOGS**

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

**K. DELIVERY**

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

**L. GUARANTEES AND WARRANTIES**

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

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

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

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

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

**N. COMPETENCY OF BIDDER**

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

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

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

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

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

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

**P. SPECIAL HANDLING**

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

**Q. MATERIAL INSPECTION AND RESPONSIBILITY**

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

**R. TOXIC SUBSTANCES**

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

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

**S. PRICE REDUCTIONS**

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

**T. TERMINATION OF CONTRACT**

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

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

**U. EQUAL EMPLOYMENT OPPORTUNITY**

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

**EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the contractor's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of the Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State

of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

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

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

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

Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### **SUBCONTRACTS**

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

#### **CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES**

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

#### **V. INSURANCE SPECIFICATIONS**

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

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

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 \_\_\_\_\_
- B. Policy Number \_\_\_\_\_
- C. Policy Term: (From) \_\_\_\_\_ (To) \_\_\_\_\_
- D. Endorsement Effective Date \_\_\_\_\_
- E. Named Insured \_\_\_\_\_
- F. Address of Named Insured \_\_\_\_\_
- G. Limit of Liability Any One Occurrence/  
Aggregate \$ \_\_\_\_\_
- H. Deductible or Self-Insured Retention (Nil unless otherwise specified)  
\$ \_\_\_\_\_

**2. VERIFICATION OF COVERAGE**

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

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

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

**3. POLICY AMENDMENTS.**

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

**A. INSURED.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

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

**B. CONTRIBUTION NOT REQUIRED.**

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

**C. SEVERABILITY OF INTEREST.**

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

**D. SUBCONTRACTORS. (ALL COVERAGES)**

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



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

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

**G. SUBROGATION** (WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)  
The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by the successful Bidder for the Village.

**H. ACCEPTABILITY OF INSURERS.** (ALL COVERAGES)  
Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

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

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

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*

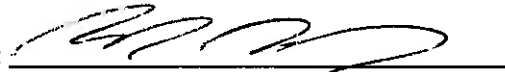
**CONTRACTOR'S CERTIFICATION - BID PROPOSAL**

as part of its bid on a

(Name of Contractor)

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

By:



Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

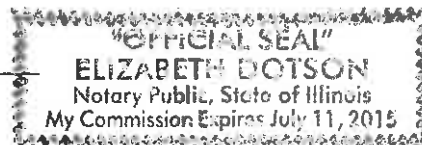
This day of Aug.  
, 20 13.

MY COMMISSION EXPIRES:

7-11-15



NOTARY PUBLIC



**CONTRACT – Page One of Two**

1. This agreement, made and entered into this day of \_\_\_\_\_ 2013, 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: \_\_\_\_\_ By: \_\_\_\_\_  
Village Clerk Village Administrator

**IF A CORPORATION**

**(Corporate Seal)**

**CORPORATE NAME**

Attest:

By: \_\_\_\_\_ By: \_\_\_\_\_  
Secretary 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 Bidder is responsible for coordinating with JULIE. All locates must be marked prior to any digging. The Village bears no responsibility for damage done to existing utilities during construction.

### **C. TRAFFIC CONTROL AND PROTECTION**

Traffic control and protection - the successful Bidder's manner of prosecuting the work or revisions in the phasing of operations may require temporary traffic control devices to be installed. In such cases, all but not limited to, signs, signals, markings, traffic codes, barricades, warning lights, flagmen and other traffic control devices must conform with all provisions of the appropriate standards. The Village shall be the sole judge as to the acceptability of placement and maintenance of the traffic control devices prescribed in the appropriate standards. Said temporary traffic control devices shall be considered incidental to the contract and no compensation will be allowed.

### **D. EXAMINATION OF SITE**

The successful Bidder shall carefully examine the site and become familiar with the conditions under which he/she will have to execute the work required under this contract. Failure to do so will in no way relieve the successful Bidder of his/her responsibility under this contract.

### **E. ADDITIONAL WORK**

The Village reserves the right to order additional work during the course of construction. Prior to commencing any additional work, the successful Bidder shall submit his/her charges for performing the work and shall not proceed until the Village has approved the charges.

### **F. PREVAILING WAGES**

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

### **G. PROTECTION OF EXISTING FACILITIES**

Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the successful Bidder. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the successful Bidder when ordered to do so by the Village. All repairs of damage to existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work that becomes due.

### **H. BIDDER'S RESPONSIBILITY**

The successful Bidder shall be responsible for constructing the improvements in accordance with the specifications. The successful Bidder shall have available on the job site at all times during construction, a complete set of specifications with all revisions

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

**I. SITE CONDITION AND CLEAN-UP**

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

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

**J. TRESPASS ON LAND**

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

**K. COPIES OF DRAWINGS AND SPECIFICATIONS**

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

**L. PROTECTION OF PUBLIC**

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

**M. GUARANTEE**

All work and materials furnished under this contract shall be guaranteed by the Bidder against defects, failure, improper performance and non-compliance with the contract documents for a period of one (1) year after completion and acceptance of the work under this contract. During the guarantee period, the Bidder shall repair and replace, at his/her own expense, when so ordered by the Village, all work that develops defects whether these defects may be inherent in the functioning of the piece of operating equipment, materials furnished or workmanship performed. Any equipment or material that is



repaired or replaced shall have the guarantee period extended one (1) year from the date of the last repair or replacement.

**N. PAYMENT**

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

**O. ACCEPTANCE**

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

**P. INTERPRETATION OF CONTRACT DOCUMENTS**

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

**Q. WATER**

The Contractor will be responsible for supplying all water and associated materials for any construction activities including hoses, connectors and misc. appurtenances necessary for watering landscape, seeded areas and water needed for all remaining construction activities. The Contractor may use domestic water sources, such as hose bibs, etc. if available on-site and approved in writing by the Owner and/or local municipality. Otherwise, arrangements must be made by the Contractor to furnish all water needed for any construction activities at no expense to the Owner. **This includes watering the landscape and seeded area until final acceptance.**

**R. FINAL CLEANING**

Just prior to delivery of the job to the Owner, the Contractor shall perform a final cleaning of the curbs, sidewalks and parking lot and haul away from the job-site all debris created by his work on the building and surrounding area.

## PROJECT SCHEDULE

<u>Board Approval:</u>	September 2013
<u>Contract Awarded:</u>	September 2013
<u>Commencement of Work:</u>	September 23, 2013
<u>Completion:</u>	October 18, 2013

## PREVAILING WAGES

The general prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to execute the contract or perform the work, and the general prevailing rate for legal holiday and overtime work, as ascertained by the Village of Willowbrook or the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform such work and it shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the specified rates to all laborers, workers and mechanics employed by them in the execution of the contract or such work.

**A weekly certified payroll will be required from the successful bidder for all employees performing work at the job site until completion of project.**



**OFFICE:** 1280 Iroquois Avenue, Suite 110, Naperville, IL 60563

**PHONE** (630) 428-3134

**FAX** (630) 428-3159

**Total # of Pages:** 1

**ADDENDUM #:** 1

**PROJECT:** 2013 Waterford Park Improvements – 1A Grading

**PREPARED BY:** Tod J. Stanton

**DATE PREPARED:** 8/26/2013

**COPIES TO:** Plan Holders

**OWNER:** Village of Willowbrook

**The Village requests that only plan holders contact the Village of Willowbrook for questions and concerns regarding this project. Please sign the Addendum section in the Project Manual as acknowledgement of this Addendum.**

**NOTE:** The following items are clarifications or modifications to the bid documents.

**ITEM #1** Modification: Bid Opening Date

The bid opening date is inconsistent between the ad for bid and the project manual. The revised bid opening date is:

**Friday, August 30<sup>th</sup> @ 2 pm**

**The location of the bid opening has not changed. Contractors can still deliver bids to Village Hall prior to August 30<sup>th</sup> if needed. Bids received earlier than the bid opening will be stored at Village Hall and opened at the correct time.**

**PROPOSAL FORM  
2013 WATERFORD PARK IMPROVEMENTS  
BID PACKAGE 1A - GRADING**

Scaled Bids shall be received on or before **2:00 PM CST August 29, 2013** at **WILLOWBROOK VILLAGE HALL, 7760 Quincy Street, Willowbrook, Illinois 60527** at which time they will be publicly opened and read.

The total quantities on the bid form are approximate only. Payment shall be made on the following lump sums and/or the actual quantities of work performed at the contract prices specified on this form. Bidders must quote on all items within the proposal form. The Owner reserves the right to add or deduct from the item quantities or delete total items as the Owner's interest may be best served.

For the performance of all items of work, furnishing all materials, equipment, labor, staking and layout, etc. necessary to complete the project as shown on the plans and indicated in the specifications, we submit the following lump sum and unit prices:

<u>Item</u>	<u>Description</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Subtotal</u>
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**A. MOBILIZATION & PROJECT START UP**

1. Project & site mobilization including construction staking and bond costs.

For Completing Mobilization & Project Start Up Item 1	Lump Sum	\$ <u>6,685</u>
---	----------	-----------------

**B. SAND STOCKPILE**

1. Stockpile all sand at playground area and blend with topsoil for respread for item C-4.

For Completing Sand Stockpile Item 1	Lump Sum	\$ <u>2,290</u>
--------------------------------------	----------	-----------------

**C. GRADING & EXCAVATION**

1. Strip and stockpile all topsoil encountered during grading operations. Topsoil will be used to fulfill the re-spread requirements of this project.
2. Perform all grading and excavation to obtain subgrade for pavements, play areas, footings and other grading requirements as shown or noted on the Plans and in accordance with the specifications.
3. Perform footing excavation for all site furnishings and shelter.
4. Re-spread clean stockpiled topsoil 4" thick minimum over all prepared subgrades within landscape areas. Re-spread topsoil shall be fine graded and considered landscape ready.

For Completing Grading Items 1, 2, 3 & 4	Lump Sum	\$ <u>31,090.30</u>
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**WATERFORD PARK – BASE BID – PACKAGE 1A  
GRADING**

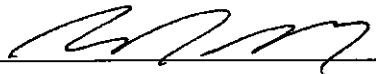
\$ 40,065.30

**BID PARAMETERS: Please check each box to acknowledge understanding and compliance of said parameters.**

- ☒ The bidder hereby agrees to provide all labor, materials, tools, staking and equipment required to complete project construction in conformance with the terms of the Contract Documents.
- ☒ The bidder has included the construction schedule for this project as required by these bid documents.
- ☒ The Bidder understands that a properly certified check, bank draft, cashier's check or bid bond payable to the Village of Willowbrook for not less than five (5%) percent of the total bid amount will be required for each bid.

Form of Bid Security Bond, in the amount of \$ 5% is enclosed.

**BID WILL BE AWARDED TO LOWEST RESPONSIBLE TOTAL BASE BID  
AMOUNT WITH ANY ACCEPTED ALTERNATE PACKAGE AND/OR  
SPECIFIC ITEMS WITHIN THE BID.**

SIGNATURE: 

TITLE: President

1. Firm Name: RMR Contractors Inc.

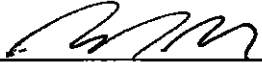
2. Address (Street): 249 East Rt 6 Suite 152  
(City, state, zip): Morris IL 60450

3. Phone: 815-680-6068

4. Date: 8/28/13

## ADDENDUM

Each Bidder for this project shall be responsible for acknowledging all addenda that he has received during the bidding period. In the appropriate place, please sign for each addendum received.

ADDENDUM NO. 1:  President  
Signature Title

ADDENDUM NO. 2: \_\_\_\_\_

ADDENDUM NO. 3: \_\_\_\_\_

## REFERENCES

The Contractor must list at least four (4) references, including at least one (1) governmental unit, 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: Cook County Forest Preserve  
Address: River Forest IL  
Phone # / Fax #: 708-771-1523  
Contact Person: Joe  
Dates of Service (from - to): 6/13 - 7/13

Company Name: Kiewit  
Address: Chicago, IL  
Phone # / Fax #: 847-264-0156  
Contact Person: March 11  
Dates of Service (from - to): 5/13 - 7/13

Company Name: Kajima  
Address: \_\_\_\_\_  
Phone # / Fax #: 847-343-4112  
Contact Person: Kevin  
Dates of Service (from - to): 5/13

Company Name: PT Ferro  
Address: Joliet  
Phone # / Fax #: 815-726-6284  
Contact Person: Matt  
Dates of Service (from - to): 5/12 - 10/12

### **III. TERMS AND CONDITIONS OF THE SPECIFIC PROJECT**

#### **SECTION 310000 – SITE EARTHWORK**

##### **PART 1 - GENERAL**

###### **1.1 DEFINITIONS**

- A. Backfill:** Soil materials used to fill an excavation.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course:** Layer placed between the subbase course and asphalt paving.
- C. Bedding Course:** Layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow:** Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course:** Layer supporting slab-on-grade used to minimize capillary flow of pore water.
- F. Excavation:** Removal of material encountered above subgrade elevations.
  - 1. Additional Excavation: Excavation below subgrade elevations as directed by Owner. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
  - 2. Bulk Excavation: Excavations more than 10 feet in width and pits more than 30 feet in either length or width.
  - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Owner. Unauthorized excavation, as well as remedial work directed by Owner, shall be without additional compensation.
- G. Fill:** Soil materials used to raise existing grades.
- H. Structures:** Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- I. Subbase Course:** Layer placed between the subgrade and base course for asphalt paving, or layer placed between the subgrade and a concrete pavement or walk.
- J. Subgrade:** Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- K. Utilities** include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.



## 1.2 SUBMITTALS

- A. Product Data: For the following:
  - 1. Each type of plastic warning tape.
- B. Samples: For the following:
  - 1. 1-lb samples, sealed in airtight containers, of each proposed soil material from on-site or borrow sources.
- C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
  - 1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
  - 2. Laboratory compaction curve according to ASTM D 698 for each on-site or borrow soil material proposed for fill and backfill.
  - 3. Laboratory compaction curve according to ASTM D 1557 for each on-site or borrow soil material proposed for fill and backfill.

## 1.3 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Owner and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Owner's written permission.
  - 3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these group symbols; free of rock or gravel larger than 1 inches in any dimension, debris, waste, glass, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols.
  - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

- D. Backfill and Fill: Satisfactory soil materials.
- E. Subbase: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- F. Base: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- G. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- H. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- I. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.
- J. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

### 3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

3. Unsatisfactory soils shall be measured by the Project Manager, before removal of material by the Contractor.
- C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Owner.

### 3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Owner.
  1. Fill unauthorized excavations under other construction or utility pipe as directed by Owner.

### 3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### 3.9 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  1. Construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
  2. Surveying locations of underground utilities for record documents.
  3. Inspecting and testing underground utilities.
  4. Removing concrete formwork.
  5. Removing trash and debris.
  6. Removing temporary shoring and bracing, and sheeting.
  7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

### 3.10 FILL

- A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
- B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- C. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use engineered fill.
3. Under steps and ramps, use engineered fill.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

### 3.11 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
  1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
  2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

### 3.12 COMPACTION OF BACKFILLS AND FILLS

- A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Reference the Soils Report prepared by TSC for this project and use the report as a guide for compaction.
- D. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
  1. Under structures, building slabs, steps, and pavements, scarify and recompact top 8 inches of existing subgrade and each layer of backfill or fill material at 95 percent.
  2. Under walkways, scarify and recompact top 12 inches below subgrade and compact each layer of backfill or fill material at 95 percent.
  3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 85 percent.

### 3.13 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  1. Provide a smooth transition between adjacent existing grades and new grades.
  2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

## August 16, 2013

## Kristin Violante

## Kristin Violante

## WATERBURY PARK



CALL JULIE AT LEAST TWO DAYS BEFORE  
BEGINNING EXCAVATION ACTIVITIES.  
1-800-892-0123

G-000-1 A

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PARKS & RECREATION DEPARTMENT

THE VILLAGE OF  
**WILLOWBROOK**  
2013 WATERFORD  
PARK IMPROVEMENTS

**Design Professionals**  
1780 Iroquois Avenue  
Suite 110  
Naperville, Illinois 60563  
Telephone: (630) 428-3134  
Fax: (630) 428-3159  
[www.designprofessionals.net](http://www.designprofessionals.net)

## In Association With

[illegible]

SPAI.

DATE: 8/16/2013  
IOB NO.: 13-5812-1A  
DRAWN BY: MIA  
CHECKED BY: TS

**DRAWING TITLE:**  
**COVER SHEET**

G-000-1 A



**Design Perspectives**  
1290 Inglewood Avenue  
Suite 110  
Naperville, Illinois 60563  
Telephone: (630) 428-3134  
Fax: (630) 428-3159  
[www.design-perspectives.net](http://www.design-perspectives.net)

### In Association With

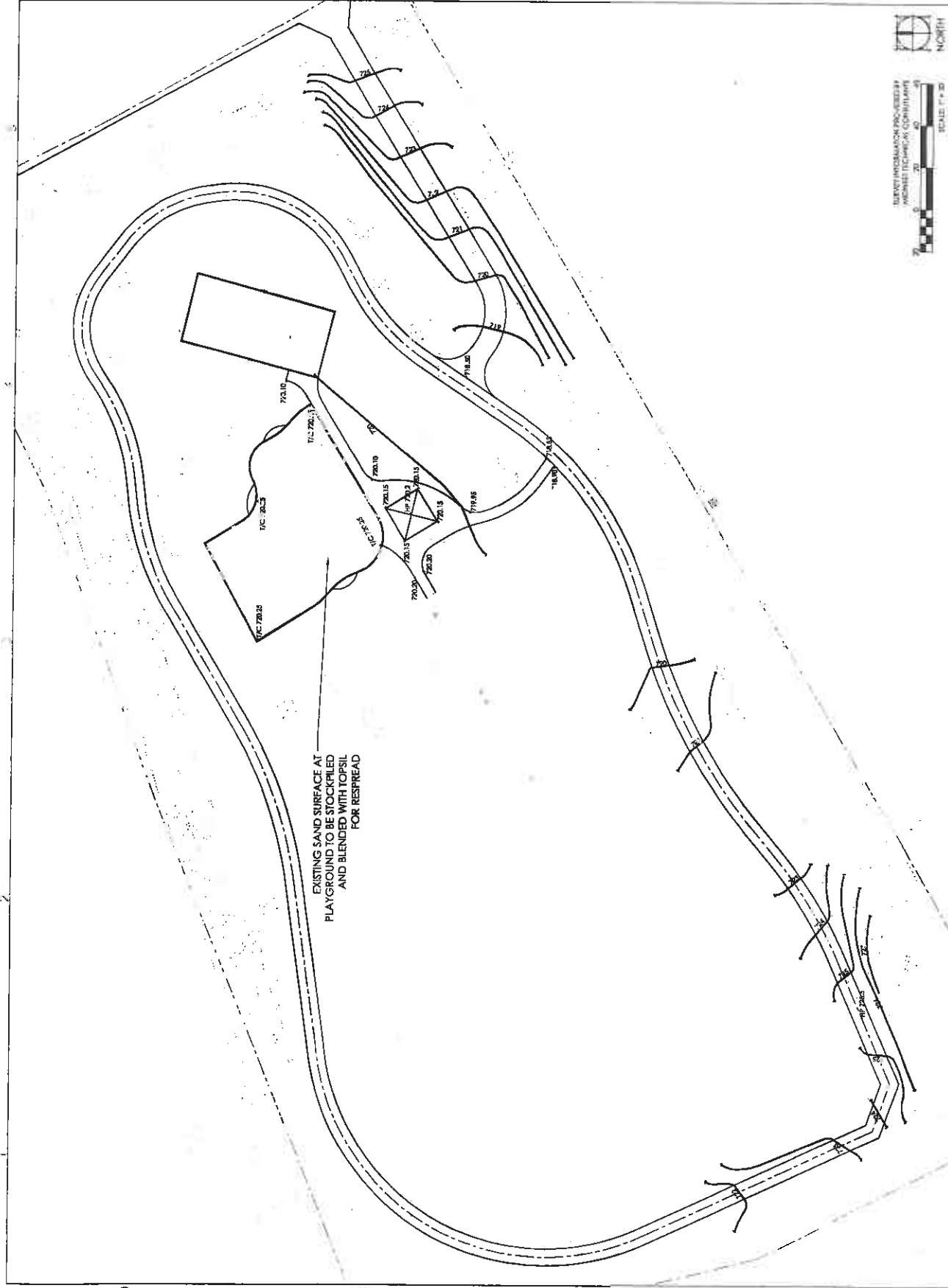
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DATE: 8/6/2013  
JOB NO.: 13-5812-1A  
DRAWN BY: MJA  
CHECKED BY: TS

DRAWING TITLE:  
GRADING PLAN

SHEET NO.:  
LG-100-1A

• **POSTER PRESENTATION:** 5:30 PM. ALL POSTERS BEGIN AT 5:30 PM.



VERTICAL INFORMATION PROVIDED IN  
MICRODOT TECHNIQUES CONSULTANTS

0 20 40 60 80 100

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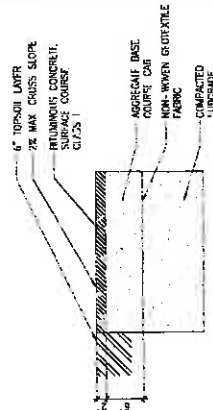
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JOB NO.: 13-5812-1A  
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CHECKED BY: TS

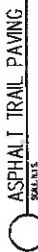
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DETAILS

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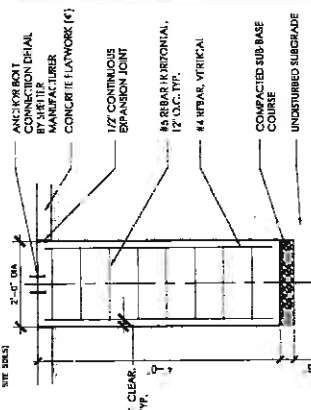
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ALTERNATE A



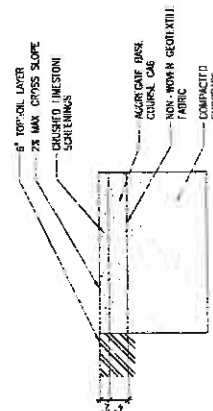
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BARS  
CAPACITY = 3000 P.S.I.  
MINIMUM ANGLE OF INTERNAL  
FRICTION = 20 DEGREES  
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MANAGER PRIOR TO  
DRILLING FOOTINGS IF  
THIS VALUE IS NOT  
CONSISTENT WITH THE



## SHELTER FOOTING



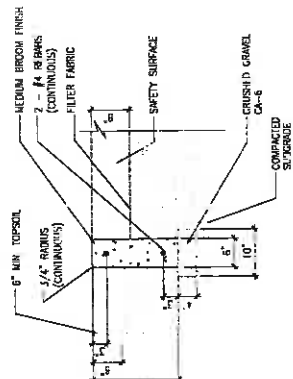
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CRUSHED LIMESTONE TRAIL



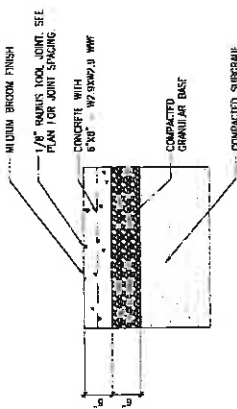
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DRILLING FOOTINGS IF  
THIS VALUE IS NOT  
CONSISTENT WITH THE



CONCRETE CLUB



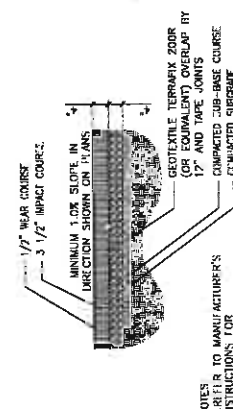
**Abstract**



6" CONCRETE SLAB PAVING



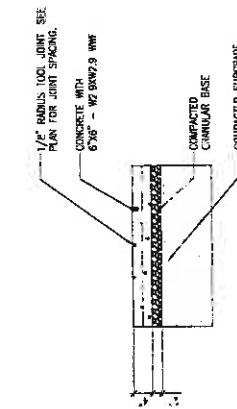
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MINIMUM ANGLE OF INTERNAL  
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(NORTH PROJECT  
MANAGER PRIOR TO  
DRILLING FOOTINGS IF  
THIS VALUE IS NOT  
CONSISTENT WITH THE



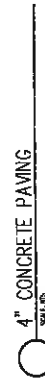
## CONCLUSION



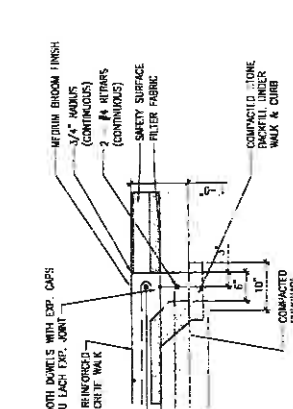
POURED IN PLACE PLAY SURFACE



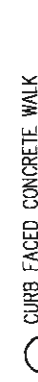
#### 4<sup>th</sup> CONCRETE PAVING



MATERIAL SPECIFICATIONS:  
CONCRETE  $f'_c = 3000$  P.S.I.  
REINFORCING - ASTM A615  
GRADE 60, DEFORMED  
BARS, EPOXY COATED  
CAPACITY = 3000 P.S.I.  
MINIMUM ANGLE OF INTERNAL  
FRICTION = 20 DEGREES  
(NORTH PROJECT  
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CIPB FACED CONCRETE WALK

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT – BID PACKAGE 2A – CONCRETE PAVING, WATERFORD PARK IMPROVEMENT PROJECT – THE KENNETH COMPANY, LEMONT, IL

AGENDA NO.

9

AGENDA DATE: 9/9/13

**STAFF REVIEW:** Kristin Violante,  
Superintendent of Parks & Recreation

SIGNATURE:

*Kristin Violante*

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

SIGNATURE:

*THOMAS BASTIAN TH*

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

SIGNATURE:

*T=Halik*

**REVIEWED & APPROVED BY PARK COMMISSION:** YES ☒ on 9/3/13 NO ☐ N/A ☐

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

On Friday, August 30, 2013, beginning at 2:00 PM, six (6) public bid openings were held for various work needed to complete the 2013 Waterford Park Improvement Project. Each separate portion of the overall project included multiple bids, which indicates a good showing of interest for the projects. The following is a summary of the low bids received and the overall project costs:

VENDOR	Portion of Work	Low Bid
RNR Contractors, Morris, IL	#1A - Grading	\$40,065.30
The Kenneth Company, Lemont, IL	#2A - Concrete Paving	\$40,367.00
Matthews Paving, Oak Lawn, IL	#3A - Asphalt Paving	\$18,500.00
Continental Construction, Evanston, IL	#4A - Playground Surfacing	\$71,400.00
Hacienda Landscaping	#5A - Shelter & Site Furnishings	\$11,100.00
Hacienda Landscaping	#6A - Landscaping	\$20,217.00

<b>SUB TOTAL:</b>	<b>\$201,649.30</b>
+ Consultant Expenses (G.C. contract):	\$13,250.00
+ picnic tables (separate from bid project):	\$4,000.00

<b>TOTAL:</b>	<b>\$218,899.30</b>
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Staff would recommend that the proposals submitted by the above listed vendors be accepted to perform the described work. The project General Contractor, Tod Stanton from Design Perspectives, has previously worked with five out of the six vendors. Staff has contacted the supplied references for all vendors, and no negative comments were received. If approved, the project would start later this month.

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

A total of \$200,000 was earmarked within the F.Y. 2013/14 Budget for this project. Although the overall project came in \$18,899.30 above our estimate, there is available funding within the Special Recreation Services Fund to cover the overage:

FUND	ACCOUNT	DESCRIPTION	BUDGETED
Land – Facility Renovation	14-75-930-415	Facilities	\$200,000.00
SR Services – Expenditure	01-20-590-521	ADA Park Improve.	\$20,985.00 (remaining)

**ACTION PROPOSED:** Adopt resolution. The contract includes the concrete portion of the project work only.





MEMO

To: Tim Halik

From: Tod Stanton

Date: September 1, 2013

**RE: Bid Evaluation for Waterford Park 2013 Park Improvements**

We are pleased to provide this short memo outlining the approach to the contracts to be let for the project.

**Overview of Bids:**

We are pleased to report that we had a good overall showing of interest within these projects. The following are the lowest bidders and locations for the individual bid packages:

Package 1A	Grading	RNR Contractors Morris, IL
Package 2A	Concrete Paving	The Kenneth Company Lemont, IL
Package 3A	Asphalt Paving	Matthews Paving Oak Lawn, IL
Package 4A	Playground Safety Surfacing	Continental Construction Evanston, IL
Package 5A	Shelter & Site Furnishings	Hacienda Landscaping Plainfield, IL
Package 6A	Landscaping	Hacienda Landscaping Plainfield, IL

## **Recommendations:**

### **Bid Package 1A – Grading**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 1A –Grading to RNR Contractors in the not to exceed amount of \$40,065.30.

### **Bid Package 2A – Concrete**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 2A –Concrete to The Kenneth Company in the not to exceed amount of \$40,367.00.

### **Bid Package 3A – Asphalt**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 3A –Asphalt to Matthews Paving in the not to exceed amount of \$18,500.00. **Do not accept Add Alternate A which would have the path paved in asphalt and color coated in dark brown color.**

### **Bid Package 4A – Playground Safety Surface**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 4A –Playground Safety Surface to Continental Construction in the not to exceed amount of \$71,400.00.

### **Bid Package 5A – Shelter & Site Furnishings**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 5A –Shelter & Site Furnishings to Hacienda Landscaping in the not to exceed amount of \$11,100.00. **Do not accept Add Alternate B which is an all metal shelter.**

### **Bid Package 6A – Landscaping**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 6A –Landscaping to Hacienda Landscaping in the not to exceed amount of \$20,217.00.

We have worked with all the contractors listed here except RNR Contractors. We will call references on Tuesday, but we did speak to Rick from RNR Contractors at length about this project and answered his questions regarding bid package 1A – grading.

**BID TABULATION SHEET****Project Name: Waterford Park Improvements****2013 Willowbrook Waterford Park Improvements - Bid Package 2A - Concrete Paving****Bid Opening: 2:15 p.m. Friday, August 30, 2013****Witness: Tod Stanton****Witness: Kristin Violante & Garrett Hummel**

Company / Contractor	Bid Bond	Base Bid	Total
A Lamp Concrete Contractors	Y	\$73,895.00	\$73,895.00
Brothers Asphalt Paving	Y	\$47,360.00	\$47,360.00
Continental Construction	Y	\$47,410.00	\$47,410.00
Hacienda Landscaping	Y	\$44,073.00	\$44,073.00
Kee Construction	Y	\$55,278.50	\$55,278.50
The Kenneth Company	Y	\$40,367.00	\$40,367.00
RNR Contractors	Y	\$49,975.10	\$49,975.10
Schaeffges Brothers	Y	\$55,756.88	\$55,756.88



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

## **Mayor**

Frank A. Trilla

## **Village Clerk**

Leroy R. Hansen

## **Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

## **Village Administrator**

Tim Halik

## **Chief of Police**

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

## LEGAL NOTICE

### REQUEST FOR BIDS

Notice is hereby given that the Village of Willowbrook is seeking bids for **Concrete Paving associated with the Waterford Park project**, in accordance with specifications currently on file and which may either be picked up in the office of the Village of Willowbrook Village Hall, located at 7760 Quincy Street, Willowbrook, Illinois 60527, or obtained on the Village's website: [www.willowbrookil.org](http://www.willowbrookil.org). Completed bids are due in the office no later than 2:15p.m. on Friday, August 30, 2013 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.

Questions should be directed to:

Kristin Violante, Superintendent of Parks & Recreation  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527  
630-920-2251 office, 630-323-0787 fax  
[kviolante@willowbrook.il.us](mailto:kviolante@willowbrook.il.us)

RESOLUTION NO. 13-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK  
TO EXECUTE A CERTAIN CONTRACT – BID PACKAGE 2A –  
CONCRETE PAVING, WATERFORD PARK IMPROVEMENT PROJECT  
– THE KENNETH COMPANY, LEMONT, IL

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BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized to execute a certain contract with RNR Contractors, Inc. to complete the concrete paving work associated with the 2013 Waterford Park Improvement Project in an amount not to exceed \$40,367.00, as set forth in the contract attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 9<sup>th</sup> day of September, 2013

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

**SPECIFICATIONS AND CONTRACT DOCUMENTS**  
for  
**2013 Waterford Park Improvements**  
**Bid Package 2A – Concrete Paving**

Required For Use By:

**VILLAGE OF WILLOWBROOK**  
Willowbrook, Illinois 60527  
August 16, 2013

**CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE 15**

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

**BIDS TO BE EXECUTED IN DUPLICATE**

**ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC**

**ALL INSURANCE REQUIREMENTS MUST BE MET**

CONTRACT PERIOD:	Completion Date: October 18, 2013
PROJECT NUMBER:	13-5812-2A
BID DEPOSIT: (Certified Check, Bank Cashier's Check or Bid Bond)	5% of Bid Amount (See Page 4)
PERFORMANCE BOND(S) REQUIRED:	Yes
DRAWINGS:	Yes G-000 Cover Sheet LG-100-1A Grading Plan (Reference Only) LS-101-2A Layout Plan LS-500-2A Construction Details
BID OPENING – DATE/TIME/LOCATION:	<b>2:15 PM CST August 29, 2013</b> <b>WILLOWBROOK VILLAGE HALL</b> <b>7760 Quincy Street</b> <b>Willowbrook, Illinois 60527</b>

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

Tim Halik  
Village Administrator

## **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:

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

### **B. PREPARATION AND SUBMISSION OF PROPOSAL**

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

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

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

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



**I. ACCEPTANCE OF BID**

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

**J. CATALOGS**

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

**K. DELIVERY**

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

**L. GUARANTEES AND WARRANTEES**

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

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

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

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

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

**N. COMPETENCY OF BIDDER**

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

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

**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

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**

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

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Worker's Compensation and Occupational Diseases	<b>STATUTORY LIMIT</b>
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Employer's Liability Insurance per Occurrence	<b>\$500,000</b>
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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.

**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.

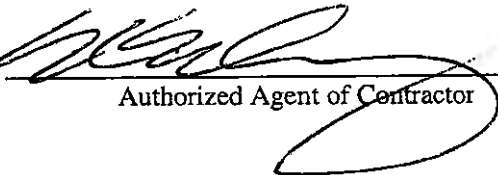
The successful Bidder further agrees that to the extent that money is due the successful Bidder by virtue of the contract, an amount of said money as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits,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

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

*The Kenneth Company*  
as part of its bid on a

(Name of Contractor) *Waterford Park Plg 2A Concrete*

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

By:   
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This day of *30<sup>th</sup>* *August*  
, 20*13*.

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

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 plans and 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



## PROJECT SCHEDULE

<u>Board Approval:</u>	September 2013
<u>Contract Awarded:</u>	September 2013
<u>Commencement of Work:</u>	September 23, 2013
<u>Completion:</u>	October 18, 2013

## PREVAILING WAGES

The general prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to execute the contract or perform the work, and the general prevailing rate for legal holiday and overtime work, as ascertained by the Village of Willowbrook or the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform such work and it shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the specified rates to all laborers, workers and mechanics employed by them in the execution of the contract or such work.

**A weekly certified payroll will be required from the successful bidder for all employees performing work at the job site until completion of project.**

**PROPOSAL FORM**  
**2013 WATERFORD PARK IMPROVEMENTS**  
**BID PACKAGE 2A – CONCRETE PAVING**

Sealed Bids shall be received on or before **2:15 PM CST August 29, 2013** at **WILLOWBROOK VILLAGE HALL, 7760 Quincy Street, Willowbrook, Illinois 60527** at which time they will be publicly opened and read.

The total quantities on the bid form are approximate only. Payment shall be made on the following lump sums and/or the actual quantities of work performed at the contract prices specified on this form. Bidders must quote on all items within the proposal form. The Owner reserves the right to add or deduct from the item quantities or delete total items as the Owner's interest may be best served.

For the performance of all items of work, furnishing all materials, equipment, labor, staking and layout, etc. necessary to complete the project as shown on the plans and indicated in the specifications, we submit the following lump sum and unit prices:

<u>Item</u>	<u>Description</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Subtotal</u>
<b>A.</b>	<b>CONCRETE PAVING</b>				
1.	4" Concrete	2,050	SF	<u>5.75</u>	<u>11,787.50</u>
2.	6" Concrete	2,235	SF	<u>7.40</u>	<u>16,539.00</u>
3.	Integral Concrete Curb	75	LF	<u>12.00</u>	<u>900.00</u>
4.	Concrete Curb	425	LF	<u>20.50</u>	<u>8,712.50</u>
5.	Concrete Shelter Footings	4	EA	<u>607.00</u>	<u>2,428.00</u>

**WATERFORD PARK – BASE BID – PACKAGE 2A  
CONCRETE**

\$ 40,367.00

**BID PARAMETERS: Please check each box to acknowledge understanding and compliance of said parameters.**

- ☒ The bidder hereby agrees to provide all labor, materials, tools, staking and equipment required to complete project construction in conformance with the terms of the Contract Documents.
- ☒ The bidder has included the construction schedule for this project as required by these bid documents.
- ☒ The Bidder understands that a properly certified check, bank draft, cashier's check or bid bond payable to the Village of Willowbrook for not less than five (5%) percent of the total bid amount will be required for each bid.

Form of Bid Security Bond, in the amount of \$ 2018.35 is enclosed. 57

**BID WILL BE AWARDED TO LOWEST RESPONSIBLE TOTAL BASE BID AMOUNT WITH ANY ACCEPTED ALTERNATE PACKAGE AND/OR SPECIFIC ITEMS WITHIN THE BID.**

SIGNATURE: \_\_\_\_\_

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

1. Firm Name: The Kenneth Company
2. Address (Street): 16W064 Jeans Rd  
(City, state, zip): Lemont IL 60439
3. Phone: 630-679-2750
4. Date: 8/20/13

## ADDENDUM

Each Bidder for this project shall be responsible for acknowledging all addenda that he has received during the bidding period. In the appropriate place, please sign for each addendum received.

ADDENDUM NO. 1

8/27/17

Signature

Title

ADDENDUM NO. 2:

ADDENDUM NO. 3:

## REFERENCES

*See Attached Sheets*

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

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

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

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

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

**THE KENNETH COMPANY**  
**16W064 JEANS RD**  
**LEMONT IL 60439**  
**Phone: 630-679-2750 Fax: 630-325-2780**

**REFERENCE LIST**

Owner Contact Phone	Job	Year	Amount
Bolingbrook Park Dist Jim Patula (630) 739-0272	Lily Cache Sports Fields	2006	\$ 1,449,129
	Lilac Park	2006	\$ 141,555
	Wipfler Park	2006	\$ 18,868
Village of Brookfield Meena Beyers (708) 485-7344	Jaycee-Ehlert Park	2007	\$ 1,105,688
Burr Ridge Park District Jim Pacanowski (630) 920-1969	Harvester Park	2010	\$ 131,419.72
	Palisades Park	2007	\$ 112,688.00
	Woods Park	2010	\$ 189,007.00
Carol Stream PD Dennis Ulrey (630) 784-6100	Simkus Recreation Center	2008	\$ 197,786
	Gerald Weeks Park	2007	\$ 135,444
	Slepicka Homestead Park	2007	\$ 896,830
	Shining Waters Park	2006	\$ 171,037
Itasca Park Dist Maryfran Leno (630) 773-2257	Franzen Park	2007	\$ 483,320
Naperville Park District John Lomas (630) 848-5015	Winding Creek Park	2009	\$ 615,427
	Ranchview Park	2008	\$ 60,268
	Timber Creek Park	2007	\$ 206,846
	DuPage River Sports Complex	2006	\$ 52,164
	Frontier Park & DuPage River	2006	\$ 18,454
	Knoch Knolls Park	2006	\$ 67,831
	Pradel Park	2006	\$ 242,074
	Riverwalk Park	2006	\$ 347,626
	Nike & Queensbury Greens Parks	2011	\$ 213,501
Park Dist of Oak Park Mike Grandy (708) 725-2250	Wenonah Tot Lot	2009	\$ 153,313
	Rehm Park	2009	\$ 145,637
	Longfellow Park	2008	\$ 828,664
	Conservatory Garden	2010	\$ 275,177

Romeoville Rec Dept Kelly Rajzer (815) 886-6222	Misty Ridge Park	2007	\$	178,257
	Independence Park	2007	\$	85,293
	Volunteer Park	2004	\$	367,466
	St Andrews Park	2004	\$	37,059
	Independence/Lakeshore Parks	2004	\$	33,324
	Boucher Prairie Park	2010	\$	747,930
Village of Orland Park Frank Stec (708) 403-6173	Village Park Shelter	2011	\$	102,810
	Bunratty Park	2008	\$	151,724
	Capistrano & Stone Hill Park	2007	\$	63,900
	Wind Haven Park	2007	\$	129,020
Western Springs PD Craig Himmelmann (708) 246-4225	Centennial Park Ice Rink	2004	\$	119,770
	Timber Trails Park	2008	\$	86,930
Woodridge Park District Ryan Bordewick (630) 353-3300	Spring Rock Park	2008	\$	14,903
	Janes Ave Skate/Talcott Rd Parks	2010	\$	654,529
Community School Dist #201 Mike Mayoros (630) 333-8458 (Westmont)	Hobson Comer Park	2009	\$	852,570
	South School	2012	\$	11,688
	Manning School	2010	\$	27,395
	Miller School	2010	\$	88,412

- C. **Testing Agency Qualifications:** An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
- D. **Source Limitations:** Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.
- E. **ACI Publications:** Comply with ACI 301, "Specification for Structural Concrete," unless modified by the requirements of the Contract Documents.
- F. **Concrete Testing Service:** Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixes.

## PART 2 - PRODUCTS

### 2.1 FORMS

- A. **Form Materials:** Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
  - 1. Use flexible or curved forms for curves of a radius 100 feet or less.
- B. **Form-Release Agent:** Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

### 2.2 STEEL REINFORCEMENT

- A. **Deformed-Steel Welded Wire Fabric:** ASTM A 497, flat sheet.
- B. **Reinforcement Bars:** ASTM A 615/A 615M, Grade 60, deformed.
- C. **Steel Bar Mats:** ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60, deformed bars; assembled with clips.
- D. **Plain Steel Wire:** ASTM A 82, as drawn. Plastic-surfaced or reinforced-paper-covered dowels are available from proprietary sources.
- E. **Joint Dowel Bars:** Plain steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with ends square and free of burrs.
- F. **Tie Bars:** ASTM A 615/A 615M, Grade 60, deformed.
- G. **Bar Supports:** Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement bars, welded wire fabric, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:

### 2.3 CONCRETE MATERIALS



## 2.6 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements, and as follows:
  - 1. Type II, non-load bearing, for bonding freshly mixed concrete to hardened concrete.

## 2.7 CONCRETE MIXES

- A. Prepare design mixes, proportioned according to ACI 211.1 and ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.
- B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the trial batch method.
  - 1. Do not use Owner's field quality-control testing agency as the independent testing agency.
- C. Proportion mixes to provide concrete with the following properties:
  - 1. Compressive Strength (28 Days): 3500 psi.
  - 2. Maximum Water-Cementitious Materials Ratio: 0.45.
  - 3. Slump Limit: 4 inches.
- D. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
  - 1. Fly Ash: 25 percent.
  - 2. Ground Granulated Blast-Furnace Slag: 25 percent.
- E. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus or minus 1.5 percent:
  - 1. Air Content: 6.0 percent for 1-inch maximum aggregate.

## 2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Comply with requirements and with ASTM C 94.

## PART 3 - EXECUTION

### 3.1 PREPARATION

B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour, unless pavement terminates at expansion joints.

1. Provide preformed galvanized steel or plastic keyway-section forms or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
2. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
3. Provide tie bars at sides of pavement strips where indicated.
4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
5. Use epoxy bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Expansion Joints: Form expansion joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of 40 feet, unless otherwise indicated.
2. Extend joint fillers full width and depth of joint.
3. Place top of joint filler flush with finished concrete surface.
4. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
5. Protect top edge of joint filler during concrete placement.

D. Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.

E. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:

1. Tooled Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool to a 1/8 inch radius. This is the preferred scoring method for site work.

F. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to the following radius. Repeat tooling of edges after applying surface finishes.

1. Radius: 1/8 inch.

### 3.5 CONCRETE PLACEMENT

A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcement steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.

B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.

amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.

2. Cover reinforcement steel with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, reinforcement steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

### 3.6 CONCRETE FINISHING

- A. General: Wetting of concrete surfaces during screeding, initial floating, or finishing operations is prohibited.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots, and fill low spots. Refloat surface immediately to uniform granular texture.

1. California Finish – See Detail.

### 3.7 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and follow recommendations in ACI 305R for hot-weather protection during curing.
- B. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface.
- C. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
  1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
  2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
  3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

compressive strength and no individual compressive-strength test result falls below specified compressive strength by more than 500 psi.

- C. Test results shall be reported in writing to Project Manager, concrete manufacturer, and Contractor within 24 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing agency, concrete type and class, location of concrete batch in pavement, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- D. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Owner but will not be used as the sole basis for approval or rejection.
- E. Additional Tests: Testing agency shall make additional tests of the concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements have not been met, as directed by Owner. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

#### 3.10 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective, or does not meet requirements in this Section.
- B. Drill test cores where directed by Owner when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

# WATERFORD PARK IMPROVEMENTS

2013 Waterford Park Improvements - Bid Package 2A Concrete Paving

August 8, 2013



THE VILLAGE OF  
**WILLOWBROOK**  
2013 WATERFORD  
PARK IMPROVEMENTS

**Design Perspectives**  
1280 Longview Avenue  
Suite 110  
Naperville, Illinois 60563  
Telephone: (630) 438-3134  
Fax: (630) 438-3159  
www.designperspectives.net

In Association With

INDEX OF DRAWINGS:  
SHEET NO. SHEET TITLE  
G-000 COVER SHEET  
LG-100-1A GRADING PLAN- REFERENCE ONLY  
LS-101-2A LAYOUT PLAN  
LS-500-2A CONSTRUCTION DETAILS

**MAYOR**  
Frank Trilla  
**VILLAGE CLERK**  
Leroy Hansen  
**BOARD OF TRUSTEES**  
Dennis Baker  
Sue Berglund  
Umberto Davi  
Tenniece Kelly  
Michael Miele  
Paul Oggetti  
**SUPERINTENDENT OF PARKS AND RECREATION:**  
Kathleen Valente

## GENERAL NOTES:

1. ALL VISIBLE BARRIER FENCINGS SHALL BE INSTALLED ALONG EXISTING TREES ADJACENT TO PROPOSED IMPROVEMENTS AS DIRECTED BY THE PROJECT MANAGER.

2. CONSTRUCTION ACCESS TO AND FROM THE PROJECT AREA SHALL BE MAINTAINED TO THE MAXIMUM EXTENT POSSIBLE AT ALL TIMES.

3. CONSTRUCTION MATERIALS SHALL NOT BE STORED WITHIN THE PROJECT AREA.

4. THE CONTRACTOR SHALL FIELD CHECK AND CORRECT ALL DIMENSIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

5. EXISTING UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL DETERMINE EXACT LOCATION AND DEPTH FROM THE OWNERS OF THE UTILITIES. ALL UTILITY OWNERS SHALL BE NOTIFIED BY THE CONTRACTOR 72 HOURS PRIOR TO EXCAVATION.

6. ANY DAMAGE CAUSED BY THE CONTRACTOR TO ADJACENT PROPERTY AND STRUCTURES SHALL BE REPAIRED OR REPLACED AT HIS EXPENSE AND TO THE SATISFACTION OF THE OWNER.

7. FOR THE PROTECTION OF THE AREA INTERESTS, IT IS NECESSARY THAT EXCAVATIONS NOT BE OPEN OVERNIGHT. EXCAVATIONS MADE DURING ANY NIGHT MUST BE BACKFILLED TO SURFACE GRADE BY THE END OF THAT SAME DAY.

8. THE LOCATIONS AND EXTENTS OF AREAS USED FOR CONSTRUCTION STAGING PURPOSES AS EQUIPMENT PARKING AND MATERIAL STORAGE AREAS ARE SUBJECT TO APPROVAL OF THE PROJECT MANAGER. IF IT IS DETERMINED THAT HANDCARRIED AND BACKFILL MATERIALS BE DELIVERED TO THE SITE, THE CONTRACTOR SHALL ADVISE THE PROJECT MANAGER AT LEAST 72 HOURS PRIOR TO THE DELIVERY OF THE MATERIALS TO BE INSTALLED.

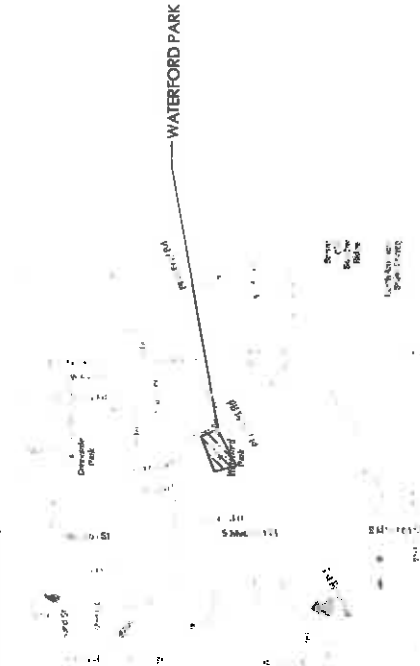
9. PROPOSED CONTOURS AND 9" T ELEVATIONS SHALL INDICATE FINISH GRADE. TOPSOIL SHALL NOT BE USED TO FILL PROPOSED PAVEMENT AREAS TO DESIGN SURFACE LEVELS.

10. PLACE AND GRADE AGGREGATE BASE MATERIAL IN PAVEMENT AREAS, 5" OF SURGRADE AND AGGREGATE SURFACES TO THE INSTALLED DRAINAGE STRUCTURES. PROVIDE SURFACE SLOPE OF AT LEAST ONE PERCENT TOWARD DRAINAGE STRUCTURES.

11. PLACE AND GRADE TOPSOIL TO REQUIRED ELEVATIONS AND CONTOURS TO CREATE A FINISH GRADE SURFACE. TOPSOIL SHALL BE PLACED AND GRADED TO THE REQUIRED ELEVATIONS AND CONTOURS. TOPSOIL SHALL BE PLACED AND GRADED TO THE REQUIRED ELEVATIONS AND CONTOURS. TOPSOIL SHALL BE PLACED AND GRADED TO THE REQUIRED ELEVATIONS AND CONTOURS.

12. USE PREPARED GRANULAR MATERIAL TO BACKFILL ALL STRUCTURE EXCAVATIONS AND CONDUIT TRENCHES WITHIN AND IMMEDIATELY ADJACENT TO PAVED PAVEMENT AREAS.

## PROJECT LOCATION:



CALL JULIE AT LEAST TWO DAYS BEFORE  
BEGINNING EXCAVATION ACTIVITIES  
1-800-892-0123



REV.	COMMENT	DATE

DATE: 8/6/2013  
BY: JLL  
CHECKED BY: JS

DRAWING TITLE:  
**COVER SHEET**

SHEET NO.  
**G-000-2A**

DESIGN PERSPECTIVES, INC. ALL RIGHTS RESERVED

REV.	COMMENT	DATE

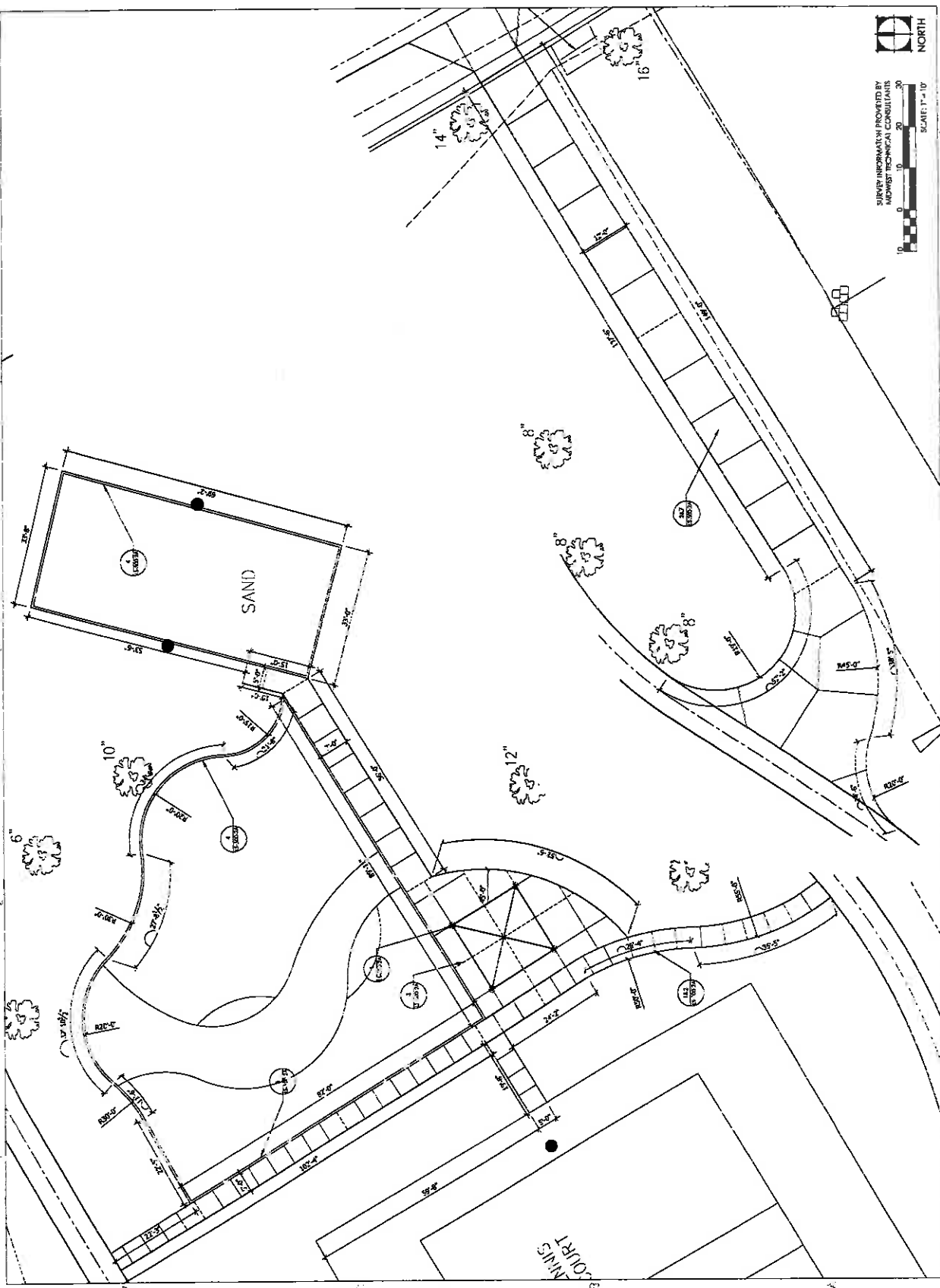
**STRESS**

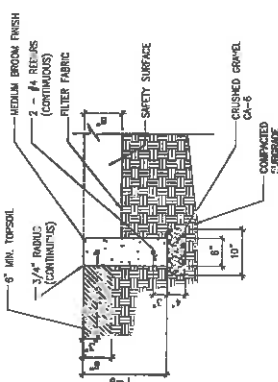
DATE: 8/6/2013  
JOB NO.: 13-5812-2A  
DRAWN BY: MJA  
CHECKED BY: TS

**DRAWING TITLE:**  
**LAYOUT PLAN**

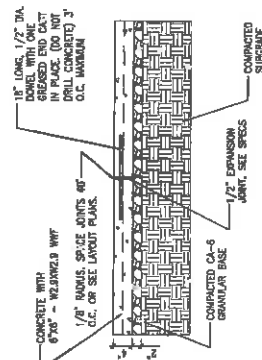
SHEET NO.:  
LS-101-2A

© 2000 BY THE BOARD OF DIRECTORS OF THE UNIVERSITY OF MICHIGAN

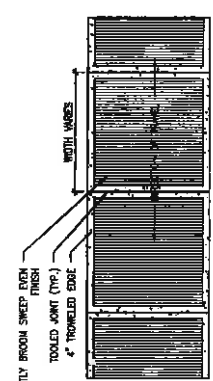




CONCRETE CURB



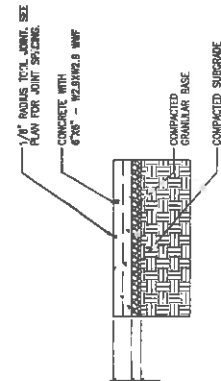
EXPANSION JOINT



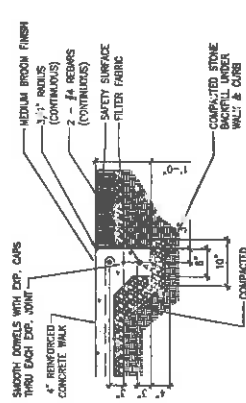
NOTES:

1. TYPICAL SCORING PATTERN DEPICTED ABOVE. REFER TO LAYOUT PLAN FOR SITE SPECIFIC SCORING PATTERN. SCORING PATTERN VARIES AT INTERSECTIONS.
2. ON CURVED WALKWAYS, JOINTS SHALL BE BASED ON THE SAME RADII AS THE WALKWAY.

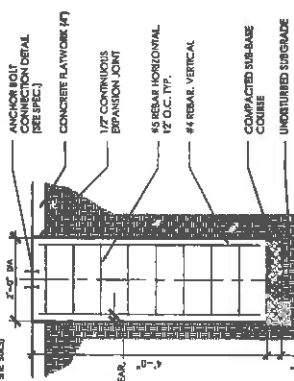
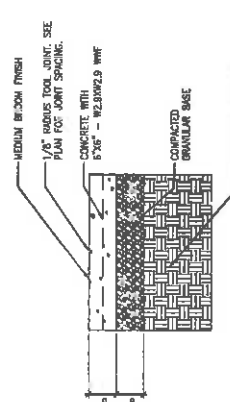
**CONCRETE FINISH**



1 4" CONCRETE PAVING



**CURB FACED CONCRETE WALK**

 SHELTER FOOTING

6" CONCRETE SLAB PAVING

[illegible]

DATE: 8/6/2013  
JOB NO.: 13-5812-2A  
DRAWN BY: MJA  
CHECKED BY: TS

**DRAWING TITLE:**  
**CONSTRUCTION**  
**DETAILS**

**SHEET NO.:**  
**LS-500-2A**

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THE VILLAGE OF  
**WILLOWBROOK**  
2013 WATERFORD  
PARK IMPROVEMENTS



2380 Imperial Avenue  
Suite 110  
Naperville, Illinois 60563  
Telephone: (630) 428-5154  
Fax: (630) 428-3109  
www.designperspectivesinc.com

In Association With

REFERENCE ONLY

REV.	COMMENT	DATE

SCALE

DRAWN BY: JAL/A  
CHECKED BY: TS  
DATE: 11/15/13

DRAWING TITLE:  
**GRADING PLAN**

SHEET NO.:  
**LG-100-1A**

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# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT – BID PACKAGE 3A – ASPHALT PAVING, WATERFORD PARK IMPROVEMENT PROJECT – MATTHEWS PAVING, OAK LAWN, IL

AGENDA NO. **10**

AGENDA DATE: 9/9/13

**STAFF REVIEW:** Kristin Violante,  
Superintendent of Parks & Recreation

SIGNATURE: \_\_\_\_\_

*Kristin Violante*

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

SIGNATURE: \_\_\_\_\_

*THOMAS BASTIAN TH.*

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

SIGNATURE: \_\_\_\_\_

*T. Halik*

**REVIEWED & APPROVED BY PARK COMMISSION:** YES ☒ on 9/3/13 NO ☐ N/A ☐

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

On Friday, August 30, 2013, beginning at 2:00 PM, six (6) public bid openings were held for various work needed to complete the 2013 Waterford Park Improvement Project. Each separate portion of the overall project included multiple bids, which indicates a good showing of interest for the projects. The following is a summary of the low bids received and the overall project costs:

VENDOR	Portion of Work	Low Bid
RNR Contractors, Morris, IL	#1A - Grading	\$40,065.30
The Kenneth Company, Lemont, IL	#2A - Concrete Paving	\$40,367.00
Matthews Paving, Oak Lawn, IL	#3A - Asphalt Paving	\$18,500.00
Continental Construction, Evanston, IL	#4A - Playground Surfacing	\$71,400.00
Hacienda Landscaping	#5A - Shelter & Site Furnishings	\$11,100.00
Hacienda Landscaping	#6A - Landscaping	\$20,217.00

<b>SUB TOTAL:</b>	<b>\$201,649.30</b>
+ Consultant Expenses (G.C. contract):	\$13,250.00
+ picnic tables (separate from bid project):	\$4,000.00

<b>TOTAL:</b>	<b>\$218,899.30</b>
---------------	---------------------

Staff would recommend that the proposals submitted by the above listed vendors be accepted to perform the described work. The project General Contractor, Tod Stanton from Design Perspectives, has previously worked with five out of the six vendors. Staff has contacted the supplied references for all vendors, and no negative comments were received. If approved, the project would start later this month.

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

A total of \$200,000 was earmarked within the F.Y. 2013/14 Budget for this project. Although the overall project came in \$18,899.30 above our estimate, there is available funding within the Special Recreation Services Fund to cover the overage:

FUND	ACCOUNT	DESCRIPTION	BUDGETED
Land – Facility Renovation	14-75-930-415	Facilities	\$200,000.00
SR Services – Expenditure	01-20-590-521	ADA Park Improve.	\$20,985.00 (remaining)

**ACTION PROPOSED:** Adopt resolution. The contract includes the asphalt portion of the project work only.



MEMO

To: Tim Halik  
From: Tod Stanton  
Date: September 1, 2013

**RE: Bid Evaluation for Waterford Park 2013 Park Improvements**

We are pleased to provide this short memo outlining the approach to the contracts to be let for the project.

**Overview of Bids:**

We are pleased to report that we had a good overall showing of interest within these projects. The following are the lowest bidders and locations for the individual bid packages:

Package 1A	Grading	RNR Contractors Morris, IL
Package 2A	Concrete Paving	The Kenneth Company Lemont, IL
Package 3A	Asphalt Paving	Matthews Paving Oak Lawn, IL
Package 4A	Playground Safety Surfacing	Continental Construction Evanston, IL
Package 5A	Shelter & Site Furnishings	Hacienda Landscaping Plainfield, IL
Package 6A	Landscaping	Hacienda Landscaping Plainfield, IL

## **Recommendations:**

### **Bid Package 1A – Grading**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 1A –Grading to RNR Contractors in the not to exceed amount of \$40,065.30.

### **Bid Package 2A – Concrete**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 2A –Concrete to The Kenneth Company in the not to exceed amount of \$40,367.00.

### **Bid Package 3A – Asphalt**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 3A –Asphalt to Matthews Paving in the not to exceed amount of \$18,500.00. **Do not accept Add Alternate A which would have the path paved in asphalt and color coated in dark brown color.**

### **Bid Package 4A – Playground Safety Surface**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 4A –Playground Safety Surface to Continental Construction in the not to exceed amount of \$71,400.00.

### **Bid Package 5A – Shelter & Site Furnishings**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 5A –Shelter & Site Furnishings to Hacienda Landscaping in the not to exceed amount of \$11,100.00. **Do not accept Add Alternate B which is an all metal shelter.**

### **Bid Package 6A – Landscaping**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 6A –Landscaping to Hacienda Landscaping in the not to exceed amount of \$20,217.00.

We have worked with all the contractors listed here except RNR Contractors. We will call references on Tuesday, but we did speak to Rick from RNR Contractors at length about this project and answered his questions regarding bid package 1A – grading.

**Project Name: Waterford Park Improvements**  
**2013 Willowbrook Waterford Park Improvements - Bid Package 3A - Asphalt Paving**

**Witness: Tod Stanton**

**Witness: Kristin Violante & Garrett Hummel**

[illegible]



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

## Mayor

Frank A. Trilla

## Village Clerk

Leroy R. Hansen

## Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

## Village Administrator

Tim Halik

## Chief of Police

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

## LEGAL NOTICE

### REQUEST FOR BIDS

Notice is hereby given that the Village of Willowbrook is seeking bids for **Asphalt Paving associated with the Waterford Park project**, in accordance with specifications currently on file and which may either be picked up in the office of the Village of Willowbrook Village Hall, located at 7760 Quincy Street, Willowbrook, Illinois 60527, or obtained on the Village's website: [www.willowbrookil.org](http://www.willowbrookil.org). Completed bids are due in the office no later than 2:30p.m. on Friday, August 30, 2013 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.

Questions should be directed to:

Kristin Violante, Superintendent of Parks & Recreation  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527  
630-920-2251 office, 630-323-0787 fax  
[kviolante@willowbrook.il.us](mailto:kviolante@willowbrook.il.us)

RESOLUTION NO. 13-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK  
TO EXECUTE A CERTAIN CONTRACT – BID PACKAGE 3A – ASPHALT  
PAVING, WATERFORD PARK IMPROVEMENT PROJECT –  
MATTHEWS PAVING, OAK LAWN, IL

---

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized to execute a certain contract with Matthews Paving, Inc. to complete the asphalt paving work associated with the 2013 Waterford Park Improvement Project in an amount not to exceed \$18,500.00, as set forth in the contract attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 9<sup>th</sup> day of September, 2013

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

for  
**2013 Waterford Park Improvements**  
**Bid Package 3A – Asphalt Paving**

Required For Use By:

**VILLAGE OF WILLOWBROOK**  
Willowbrook, Illinois 60527  
August 16, 2013

**CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE 15**

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

**BIDS TO BE EXECUTED IN DUPLICATE**

**ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC**

**ALL INSURANCE REQUIREMENTS MUST BE MET**

CONTRACT PERIOD:	Completion Date: October 18, 2013
PROJECT NUMBER:	13-5812-3A
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
DRAWINGS:	Yes G-000 Cover Sheet LG-100-1A Grading Plan (Reference Only) LS-101-3A Layout Plan
BID OPENING – DATE/TIME/LOCATION:	<b>2:30 PM CST August 29, 2013</b> <b>WILLOWBROOK VILLAGE HALL</b> 7760 Quincy Street Willowbrook, Illinois 60527

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

Tim Halik  
Village Administrator



### **BID NOTICE**

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

**Bid Item:** 2013 Waterford Park Improvements  
Bid Package 3A – Asphalt Paving

**Bid Opening:** 2:30 PM CST August 29, 2013

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

**The work required under the specifications of this contract consists of asphalt paving for a walking path with an alternate for a limestone crusher fines path.**

:

The Village may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Village all information and data for this purpose as the Village may request. The Village reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the Village that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Conditional Bids will not be accepted.

Bidders are invited to attend a pre-bid meeting to be held on **Monday August 26<sup>th</sup> at 2:00 p.m.** at the Willowbrook Village Hall, 7760 Quincy Street, Willowbrook, IL 60527. **This meeting is not mandatory.**

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:

Matthew Paving Inc  
5505 W 109<sup>th</sup> St  
Oak Lawn IL 60453

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

### B. PREPARATION AND SUBMISSION OF PROPOSAL

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

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

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

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

**C. WITHDRAWAL OF PROPOSAL**

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

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

**D. SUBMISSION OF ALTERNATE BIDS**

Bidder may submit alternate bids provided that:

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

**E.**

**BID DEPOSIT** *Todd Station 630.606.0776*

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

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

**F. SECURITY FOR PERFORMANCE**

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

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

**G. EQUIVALENT PRODUCTS**

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

**H. BASIS OF AWARD**

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

**I. ACCEPTANCE OF BID**

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

**J. CATALOGS**

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

**K. DELIVERY**

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

**L. GUARANTEES AND WARRANTIES**

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

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

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

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

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

**N. COMPETENCY OF BIDDER**

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

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

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

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

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

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

**P. SPECIAL HANDLING**

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

**Q. MATERIAL INSPECTION AND RESPONSIBILITY**

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

**R. TOXIC SUBSTANCES**

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

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

**S. PRICE REDUCTIONS**

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

**T. TERMINATION OF CONTRACT**

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

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

**U. EQUAL EMPLOYMENT OPPORTUNITY**

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

**EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the contractor's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of the Human Rights ("Department"), the

Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

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

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

5. That it will submit reports as required by the department's rules and regulations, furnish all relevant information as may from time to time be requested by the department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the department in the event any subcontractor fails or refuses to comply therewith. In

addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### **SUBCONTRACTS**

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

#### **CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES**

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

#### **V. INSURANCE SPECIFICATIONS**

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

#### **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  
\$2,000,800**

**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 ACUITY INSURANCE  
 B. Policy Number X38180  
 C. Policy Term: (From) 4-1-13 (To) 4-1-14  
 D. Endorsement Effective Date 4-1-13  
 E. Named Insured MATTHEW PAVING INC.  
 F. Address of Named Insured 5505 W. 109TH ST., OAK LAWN, IL 60453  
 G. Limit of Liability Any One Occurrence/  
 Aggregate \$ 1,000,000/\$3,000,000 AGGREGATE  
 H. Deductible or Self-Insured Retention (Nil unless otherwise specified)  
 \$ NONE

**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.

**Z. 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.**

ROBERT H. WALKER

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

Signature of:

*Robert H. Walker*

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

Title: AGENT FOR MATTHEW PAVING INC.

Organization: COLUMBIAN AGENCY

Address: 1005 LARAWAY ROAD, NEW LENOX, IL 60451

Phone: 815-485-4100

Fax: 815-485-2936

**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: ACUITY INSURANCE  
Name of Insured: MATTHEW PAVING INC.  
Policy Number: X38180  
Policy Period: 4-1-13 TO 4-1-14  
Endorsement Effective Date: 4-1-13

This endorsement modifies coverage provided under the following:

**Commercial General Liability Coverage Part**

Name of Individuals or Organization: ADDITIONAL INSUREDS ADDED IF REQUIRED BY  
WRITTEN CONTRACT: VILLAGE OF WILLOWBROOK, ITS OFFICIALS, AGENTS,  
EMPLOYEES AND VOLUNTEERS

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2013

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

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

<b>PRODUCER</b> Columbian Agency 1005 Laraway Road New Lenox IL 60451		<b>CONTACT</b> NAME: DIANE BOVEE PHONE: (815) 215-4724 FAX: (815) 215-4764 E-MAIL: dbovee@columbianagency.com ADDRESS: dbovee@columbianagency.com	
<b>INSURED</b> Matthew Paving Inc. 5505 W. 109th Street Oak Lawn IL 60453		<b>INSURER(S) AFFORDING COVERAGE</b>	
MATTH-4		INSURER A: Acuity	NAIC # 14184
		INSURER B: Hartford Ins Company	38288
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 1980359167

REVISION NUMBER:

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

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X C U INCLUDED GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	X38180	4/1/2013	4/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$250,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	\$3,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		X38180	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ NONE		X38180	4/1/2013	4/1/2014	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	X38180	4/1/2013	4/1/2014	X WC STATUTORY LIMITS OTH-ER
							E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
B	EQUIPMENT FLOATER		83MSZ06485	4/1/2013	4/1/2014	LEASED OR RENTED	\$150,000

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

FOR 2013 WATERFORD PARK IMPROVEMENTS  
IT IS AGREED THAT THE VILLAGE OF WILLOWBROOK, ITS OFFICIALS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE ADDED AS ADDITIONAL INSUREDS ON A PRIMARY AND NON-CONTRIBUTORY BASIS IF REQUIRED BY WRITTEN CONTRACT ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES. WAIVER OF SUBROGATION APPLIES IN FAVOR OF ADDITIONAL INSUREDS ON WORKERS COMPENSATION POLICIES.

**CERTIFICATE HOLDER****CANCELLATION**

VILLAGE OF WILLOWBROOK  
7760 QUINCY STREET  
WILLOWBROOK IL 60527

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

AUTHORIZED REPRESENTATIVE

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**CONTRACTOR'S CERTIFICATION - BID PROPOSAL**

, as part of its bid on a Matthews Paving Inc  
(Name of Contractor)

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

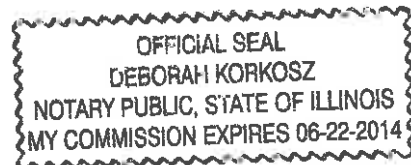
By: [Signature]  
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

<sup>20th</sup>  
This day of August  
, 20 13.

MY COMMISSION EXPIRES:

[Signature]  
6.22.2014  
NOTARY PUBLIC



CONTRACT – Page One of Two

1. This agreement, made and entered into this day of \_\_\_\_\_ 2013, 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:

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

Village Clerk

Village Administrator

IF A CORPORATION

(Corporate Seal)

MATTHEW PAERIE INC  
CORPORATE NAME

Attest:

By:

By: N8N2

Secretary

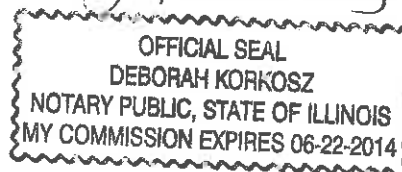
[Signature]  
President

SUBSCRIBED AND SWORN BEFORE ME

This 29th day of August, 2013.

MY COMMISSION EXPIRES: 6-22-14

[Signature]  
NOTARY PUBLIC





CONTRACT -Page Two of Two

**IF A PARTNERSHIP**

(Seal)

---

(Seal)

---

(Seal)

---

(Seal)

---

PARTNERS DOING BUSINESS UNDER THE NAME OF

---

SUBSCRIBED AND SWORN BEFORE ME

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

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

---

NOTARY PUBLIC

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IF AN INDIVIDUAL

(Seal)

SUBSCRIBED AND SWORN BEFORE ME

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

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

---

NOTARY PUBLIC

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

### **A. INTENT**

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

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

The successful Bidder shall contact the Village of Willowbrook Department of Municipal Services at least seventy-two (72) hours before beginning work. Where required, electric, gas, telephone and cable utilities must be located in the field prior to construction. The Bidder is responsible for coordinating with JULIE. All locates must be marked prior to any digging. The Village bears no responsibility for damage done to existing utilities during construction.

### **C. TRAFFIC CONTROL AND PROTECTION**

Traffic control and protection - the successful Bidder's manner of prosecuting the work or revisions in the phasing of operations may require temporary traffic control devices to be installed. In such cases, all but not limited to, signs, signals, markings, traffic codes, barricades, warning lights, flagmen and other traffic control devices must conform with all provisions of the appropriate standards. The Village shall be the sole judge as to the acceptability of placement and maintenance of the traffic control devices prescribed in the appropriate standards. Said temporary traffic control devices shall be considered incidental to the contract and no compensation will be allowed.

### **D. EXAMINATION OF SITE**

The successful Bidder shall carefully examine the site and become familiar with the conditions under which he/she will have to execute the work required under this contract. Failure to do so will in no way relieve the successful Bidder of his/her responsibility under this contract.

### **E. ADDITIONAL WORK**

The Village reserves the right to order additional work during the course of construction. Prior to commencing any additional work, the successful Bidder shall submit his/her charges for performing the work and shall not proceed until the Village has approved the charges.

### **F. PREVAILING WAGES**

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

### **G. PROTECTION OF EXISTING FACILITIES**

Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the successful Bidder. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the successful Bidder when ordered to do so by the Village. All repairs of damage to existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work that becomes due.

### **H. BIDDER'S RESPONSIBILITY**

The successful Bidder shall be responsible for constructing the improvements in accordance with the specifications. The successful Bidder shall have available on the job site at all times during construction, a complete set of specifications with all revisions

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

**I. SITE CONDITION AND CLEAN-UP**

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

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

**J. TRESPASS ON LAND**

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

**K. COPIES OF DRAWINGS AND SPECIFICATIONS**

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

**L. PROTECTION OF PUBLIC**

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

**M. GUARANTEE**

All work and materials furnished under this contract shall be guaranteed by the Bidder against defects, failure, improper performance and non-compliance with the contract documents for a period of one (1) year after completion and acceptance of the work under this contract. During the guarantee period, the Bidder shall repair and replace, at his/her own expense, when so ordered by the Village, all work that develops defects whether these defects may be inherent in the functioning of the piece of operating equipment, materials furnished or workmanship performed. Any equipment or material that is

repaired or replaced shall have the guarantee period extended one (1) year from the date of the last repair or replacement.

**N. PAYMENT**

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

**O. ACCEPTANCE**

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

**P. INTERPRETATION OF CONTRACT DOCUMENTS**

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

**Q. WATER**

The Contractor will be responsible for supplying all water and associated materials for any construction activities including hoses, connectors and misc. appurtenances necessary for watering landscape, seeded areas and water needed for all remaining construction activities. The Contractor may use domestic water sources, such as hose bibs, etc. if available on-site and approved in writing by the Owner and/or local municipality. Otherwise, arrangements must be made by the Contractor to furnish all water needed for any construction activities at no expense to the Owner. **This includes watering the landscape and seeded area until final acceptance.**

**R. FINAL CLEANING**

Just prior to delivery of the job to the Owner, the Contractor shall perform a final cleaning of the curbs, sidewalks and parking lot and haul away from the job-site all debris created by his work on the building and surrounding area.

## PROJECT SCHEDULE

<u>Board Approval:</u>	September 2013
<u>Contract Awarded:</u>	September 2013
<u>Commencement of Work:</u>	September 23, 2013
<u>Completion:</u>	October 18, 2013

## PREVAILING WAGES

The general prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to execute the contract or perform the work, and the general prevailing rate for legal holiday and overtime work, as ascertained by the Village of Willowbrook or the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform such work and it shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the specified rates to all laborers, workers and mechanics employed by them in the execution of the contract or such work.

*A weekly certified payroll will be required from the successful bidder for all employees performing work at the job site until completion of project.*

**PROPOSAL FORM  
2013 WATERFORD PARK IMPROVEMENTS  
BID PACKAGE 3A – ASPHALT PAVING**

Scaled Bids shall be received on or before **2:30 PM CST August 29, 2013** at WILLOWBROOK VILLAGE HALL, 7760 Quincy Street, Willowbrook, Illinois 60527 at which time they will be publicly opened and read.

The total quantities on the bid form are approximate only. Payment shall be made on the following lump sums and/or the actual quantities of work performed at the contract prices specified on this form. Bidders must quote on all items within the proposal form. The Owner reserves the right to add or deduct from the item quantities or delete total items as the Owner's interest may be best served.

For the performance of all items of work, furnishing all materials, equipment, labor, staking and layout, etc. necessary to complete the project as shown on the plans and indicated in the specifications, we submit the following lump sum and unit prices:

<u>Item</u>	<u>Description</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Subtotal</u>
<b>A.</b>	<b>LIMESTONE CRUSHER FINE PAVING</b>				
	Limestone Paving for Path	1,250	SY	<u>14.80</u>	<u>18,500.00</u>
<b>WATERFORD PARK – BASE BID – PACKAGE 3A ASPHALT PAVING</b>				<u>\$ 18,500.00</u>	

### ADD ALTERNATE A

The costs below are for additional work to be considered for this project. For a change of materials, the cost of that item should be the difference from the cost of the original item in the Base Bid minus the cost of the Alternate.

State the amount to be added to the base bid to furnish and install the complete installation of the following alternate packages:

<u>Item</u>	<u>Description</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Subtotal</u>
<b>A.</b>	<b>ASPHALT PAVING</b>				
	Asphalt Paving	1,250	SY	<u>21.00</u>	<u>26,250.00</u>
	Color Seal Coat (See Detail)	1,250	SY	<u>6.00</u>	<u>7,500.00</u>

**WATERFORD PARK – ADD ALTERATE A**

\$ 33,750.00

**BID RECAPITULATION WATERFORD PARK – BID PACKAGE 3A – ASPHALT PAVING:**

**WATERFORD PARK – BASE BID**

\$ 18,500.00

**WATERFORD PARK – ADD ALTERNATE A**

(\$ 33,750.00)

**TOTAL – BID PACKAGE 3A – ASPHALT PAVING  
(BASE BID & ADD ALTERATE A)**

\$ 52,250.00

**BID PARAMETERS: Please check each box to acknowledge understanding and compliance of said parameters.**

- ☐ The bidder hereby agrees to provide all labor, materials, tools, staking and equipment required to complete project construction in conformance with the terms of the Contract Documents.
- ☐ The bidder has included the construction schedule for this project as required by these bid documents.
- ☒ The Bidder understands that a properly certified check, bank draft, cashier's check or bid bond payable to the Village of Willowbrook for not less than five (5%) percent of the total bid amount will be required for each bid.

Form of Bid Security Bobo, in the amount of \$ \_\_\_\_\_ is enclosed.

**BID WILL BE AWARDED TO LOWEST RESPONSIBLE TOTAL BASE BID  
AMOUNT WITH ANY ACCEPTED ALTERNATE PACKAGE AND/OR  
SPECIFIC ITEMS WITHIN THE BID.**

SIGNATURE: [Signature]

TITLE: President

1. Firm Name: Matthew Paving Inc
2. Address (Street): 5505 W 109th ST  
(City, state, zip): Oak Lawn IL 60453
3. Phone: 708.907.5784
4. Date: August 29th 2013



## ADDENDUM

Each Bidder for this project shall be responsible for acknowledging all addenda that he has received during the bidding period. In the appropriate place, please sign for each addendum received.

ADDENDUM NO. 1:  President  
Signature Title

ADDENDUM NO. 2: \_\_\_\_\_

ADDENDUM NO. 3: \_\_\_\_\_



**OFFICE:** 1280 Iroquois Avenue, Suite 110, Naperville, IL 60563

**PHONE** (630) 428-3134

**FAX** (630) 428-3159

**Total # of Pages:** 1

**ADDENDUM #:** 1

**PROJECT:** 2013 Waterford Park Improvements – 3A Asphalt Paving

**PREPARED BY:** Tod J. Stanton

**DATE PREPARED:** 8/26/2013

**COPIES TO:** Plan Holders

**OWNER:** Village of Willowbrook

**The Village requests that only plan holders contact the Village of Willowbrook for questions and concerns regarding this project. Please sign the Addendum section in the Project Manual as acknowledgement of this Addendum.**

**NOTE:** The following items are clarifications or modifications to the bid documents.

**ITEM #1** Modification: Bid Opening Date

The bid opening date is inconsistent between the ad for bid and the project manual. The revised bid opening date is:

**Friday, August 30<sup>th</sup> @ 2:30 pm**

**The location of the bid opening has not changed. Contractors can still deliver bids to Village Hall prior to August 30<sup>th</sup> if needed. Bids received earlier than the bid opening will be stored at Village Hall and opened at the correct time.**

## REFERENCES

The Contractor must list at least four (4) references, including at least one (1) governmental unit, 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: oak lawn Park District  
Address: 900 S. Kenton Oak Lawn IL 60453  
Phone # / Fax #: 708 857.2201  
Contact Person: Joel CRAIG  
Dates of Service (from - to): Pruning Season 2013-2012

Company Name: Forest Preserve District of Cook County  
Address: SANDRIDGE Nature Center Project # 12-60-23  
Phone # / Fax #: 312.603.9961  
Contact Person: Tom Colon  
Dates of Service (from - to): July 2012 - August - 2012

Company Name: Village of Lansing  
Address: Lake Street Parking Lot Project No 11-405  
Phone # / Fax #: 708 331.6700  
Contact Person: Jeff Pintar  
Dates of Service (from - to): August 2012

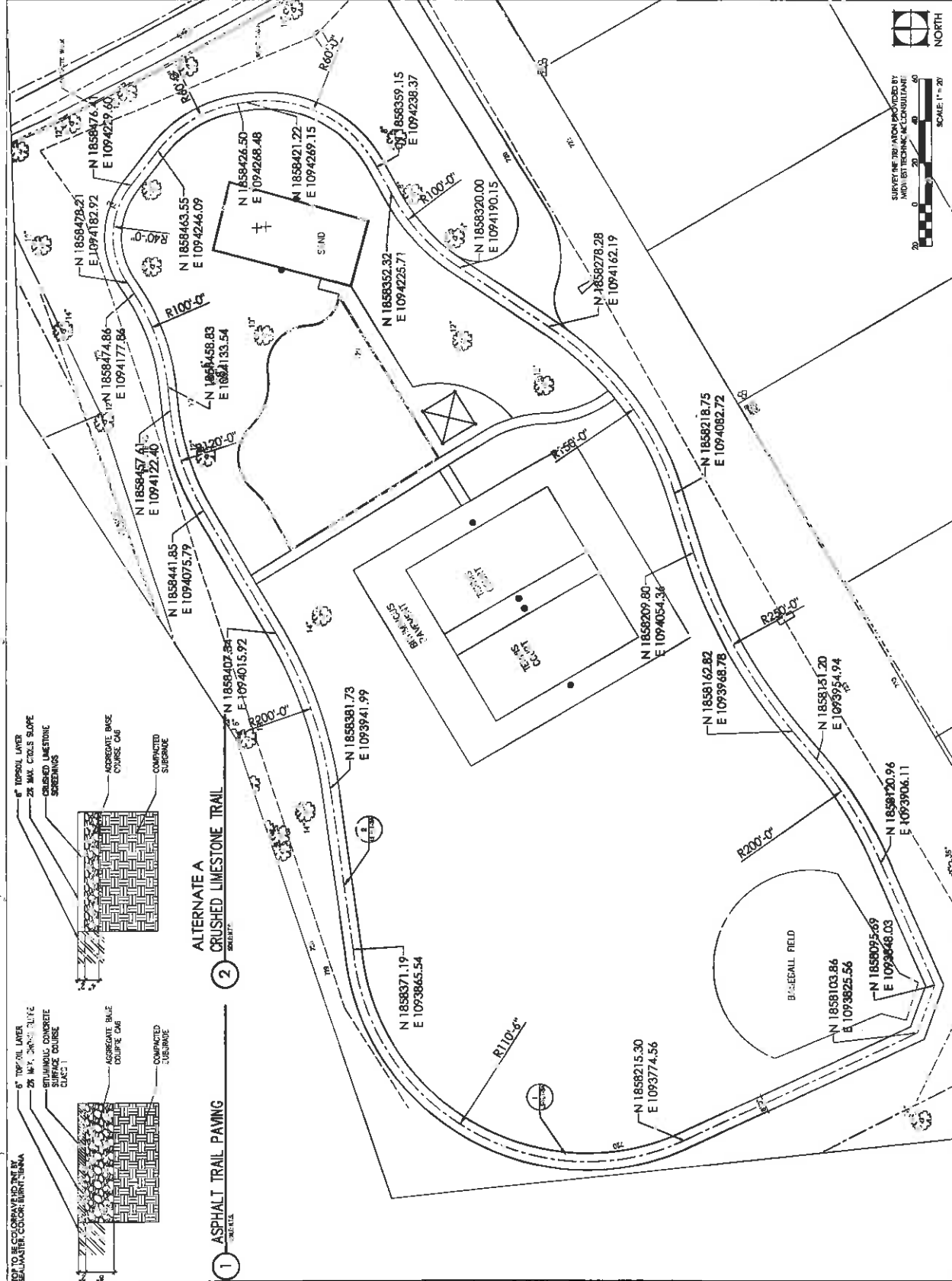
Company Name: South Holland School District 151  
Address: 525 East 162nd St  
Phone # / Fax #: 708.339.3900  
Contact Person: Ryan Burns  
Dates of Service (from - to): September 2012-J



REV.	COMMENT	DATE

DATE: 9/4/2013  
JOB NO.: 12-0812-3A  
DRAWN BY: ALJA  
CHECKED BY: JS  
DRAWING TITLE:  
**LAYOUT PLAN**  
SHEET NO.:  
**LS-101-3A**

\* NORTH INDICATES THE ALIGNED DIRECTION





THE VILLAGE OF  
**WILLOWBROOK**  
2013 WATERFORD  
PARK IMPROVEMENTS



Design Perspectives, Inc.  
1300 Riverside Avenue  
Suite 110  
Naperville, Illinois 60563  
Telephone: (307) 428-3134  
Fax: (307) 428-3159  
www.designperspectives.net

In Association With

REFERENCE ONLY

REV.	COMMENT	DATE

SEAL:

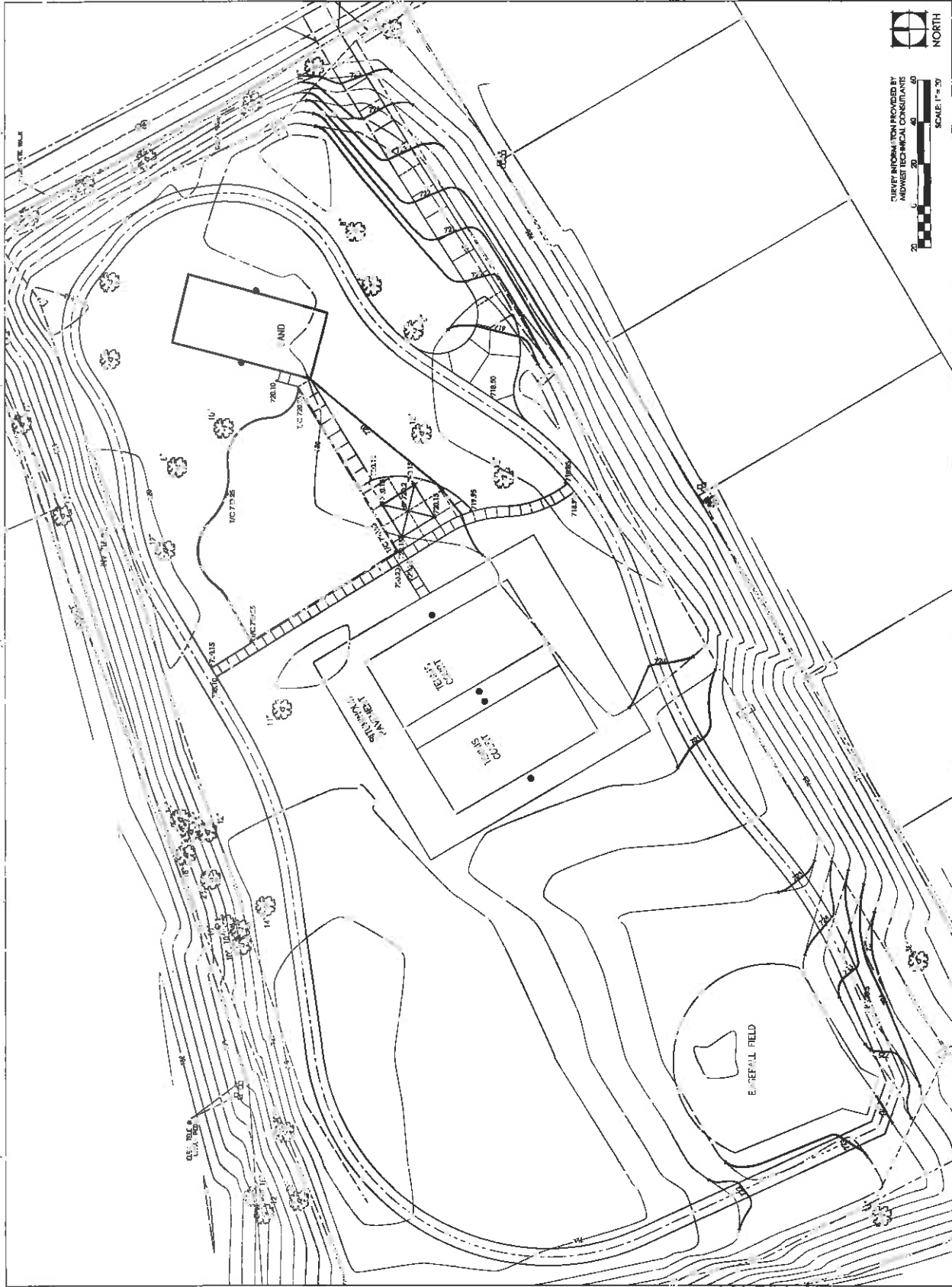
DRAWN BY: ALJA  
CHECKED BY: TS

DATE: 6/14/2013  
JOB NO.: 13-5812-1A

DRAWING TITLE  
**GRADING PLAN**

SHEET NO.  
**LG-100-1A**

DESIGN PERSPECTIVES, INC. ALL RIGHTS RESERVED



# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT – BID PACKAGE 4A – PLAYGROUND SAFETY SURFACING, WATERFORD PARK IMPROVEMENT PROJECT – CONTINENTAL CONSTRUCTION, EVANSTON, IL

AGENDA NO. **11**

AGENDA DATE: 9/9/13

**STAFF REVIEW:** Kristin Violante,  
Superintendent of Parks & Recreation

SIGNATURE: \_\_\_\_\_

*Kristin Violante*

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

SIGNATURE: \_\_\_\_\_

*THOMAS BASTIAN TH.*

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

SIGNATURE: \_\_\_\_\_

*T. Halik*

**REVIEWED & APPROVED BY PARK COMMISSION:** YES ☒ on 9/3/13 NO ☐ N/A ☐

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

On Friday, August 30, 2013, beginning at 2:00 PM, six (6) public bid openings were held for various work needed to complete the 2013 Waterford Park Improvement Project. Each separate portion of the overall project included multiple bids, which indicates a good showing of interest for the projects. The following is a summary of the low bids received and the overall project costs:

VENDOR	Portion of Work	Low Bid
RNR Contractors, Morris, IL	#1A - Grading	\$40,065.30
The Kenneth Company, Lemont, IL	#2A - Concrete Paving	\$40,367.00
Matthews Paving, Oak Lawn, IL	#3A - Asphalt Paving	\$18,500.00
Continental Construction, Evanston, IL	#4A - Playground Surfacing	\$71,400.00
Hacienda Landscaping	#5A - Shelter & Site Furnishings	\$11,100.00
Hacienda Landscaping	#6A - Landscaping	\$20,217.00

<b>SUB TOTAL:</b>	<b>\$201,649.30</b>
+ Consultant Expenses (G.C. contract):	\$13,250.00
+ picnic tables (separate from bid project):	\$4,000.00

<b>TOTAL:</b>	<b>\$218,899.30</b>
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Staff would recommend that the proposals submitted by the above listed vendors be accepted to perform the described work. The project General Contractor, Tod Stanton from Design Perspectives, has previously worked with five out of the six vendors. Staff has contacted the supplied references for all vendors, and no negative comments were received. If approved, the project would start later this month.

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

A total of \$200,000 was earmarked within the F.Y. 2013/14 Budget for this project. Although the overall project came in \$18,899.30 above our estimate, there is available funding within the Special Recreation Services Fund to cover the overage:

FUND	ACCOUNT	DESCRIPTION	BUDGETED
Land – Facility Renovation	14-75-930-415	Facilities	\$200,000.00
SR Services – Expenditure	01-20-590-521	ADA Park Improve.	\$20,985.00 (remaining)

**ACTION PROPOSED:** Adopt resolution. The contract includes the playground surface portion of the project work only.



MEMO

To: Tim Halik

From: Tod Stanton

Date: September 1, 2013

**RE: Bid Evaluation for Waterford Park 2013 Park Improvements**

We are pleased to provide this short memo outlining the approach to the contracts to be let for the project.

**Overview of Bids:**

We are pleased to report that we had a good overall showing of interest within these projects. The following are the lowest bidders and locations for the individual bid packages:

Package 1A	Grading	RNR Contractors Morris, IL
Package 2A	Concrete Paving	The Kenneth Company Lemont, IL
Package 3A	Asphalt Paving	Matthews Paving Oak Lawn, IL
Package 4A	Playground Safety Surfacing	Continental Construction Evanston, IL
Package 5A	Shelter & Site Furnishings	Hacienda Landscaping Plainfield, IL
Package 6A	Landscaping	Hacienda Landscaping Plainfield, IL



## **Recommendations:**

### **Bid Package 1A – Grading**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 1A –Grading to RNR Contractors in the not to exceed amount of \$40,065.30.

### **Bid Package 2A – Concrete**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 2A –Concrete to The Kenneth Company in the not to exceed amount of \$40,367.00.

### **Bid Package 3A – Asphalt**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 3A –Asphalt to Matthews Paving in the not to exceed amount of \$18,500.00. **Do not accept Add Alternate A which would have the path paved in asphalt and color coated in dark brown color.**

### **Bid Package 4A – Playground Safety Surface**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 4A –Playground Safety Surface to Continental Construction in the not to exceed amount of \$71,400.00.

### **Bid Package 5A – Shelter & Site Furnishings**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 5A –Shelter & Site Furnishings to Hacienda Landscaping in the not to exceed amount of \$11,100.00. **Do not accept Add Alternate B which is an all metal shelter.**

### **Bid Package 6A – Landscaping**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 6A –Landscaping to Hacienda Landscaping in the not to exceed amount of \$20,217.00.

We have worked with all the contractors listed here except RNR Contractors. We will call references on Tuesday, but we did speak to Rick from RNR Contractors at length about this project and answered his questions regarding bid package 1A – grading.

**Project Name: Waterford Park Improvements**  
**2013 Willowbrook Waterford Park Improvements - Bid Package 4A - Playground Safety Surface**

Witness: Tod Stanton

Witness: Kristin Violante & Garrett Hummel

[illegible]



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

## **Mayor**

Frank A. Trilla

## **Village Clerk**

Leroy R. Hansen

## **Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

## **Village Administrator**

Tim Halik

## **Chief of Police**

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

## LEGAL NOTICE

### REQUEST FOR BIDS

Notice is hereby given that the Village of Willowbrook is seeking bids for **Playground Safety Surface associated with the Waterford Park project**, in accordance with specifications currently on file and which may either be picked up in the office of the Village of Willowbrook Village Hall, located at 7760 Quincy Street, Willowbrook, Illinois 60527, or obtained on the Village's website: [www.willowbrookil.org](http://www.willowbrookil.org). Completed bids are due in the office no later than 2:45p.m. on Friday, August 30, 2013 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.

Questions should be directed to:

Kristin Violante, Superintendent of Parks & Recreation  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527  
630-920-2251 office, 630-323-0787 fax  
[kviolante@willowbrook.il.us](mailto:kviolante@willowbrook.il.us)

RESOLUTION NO. 13-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK  
TO EXECUTE A CERTAIN CONTRACT – BID PACKAGE 4A –  
PLAYGROUND SAFETY SURFACING, WATERFORD PARK  
IMPROVEMENT PROJECT – CONTINENTAL CONSTRUCTION,  
EVANSTON, IL

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BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized to execute a certain contract with Continental Construction, Inc. to complete the playground safety surfacing work associated with the 2013 Waterford Park Improvement Project in an amount not to exceed \$71,400.00, as set forth in the contract attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 9<sup>th</sup> day of September, 2013

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

**SPECIFICATIONS AND CONTRACT DOCUMENTS**  
for  
**2013 Waterford Park Improvements**  
**Bid Package 4A – Playground Safety Surface**

Required For Use By:

**VILLAGE OF WILLOWBROOK**  
Willowbrook, Illinois 60527  
August 16, 2013

**CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE 15**

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

**BIDS TO BE EXECUTED IN DUPLICATE**

**ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC**

**ALL INSURANCE REQUIREMENTS MUST BE MET**

CONTRACT PERIOD:	Completion Date: October 25, 2013
PROJECT NUMBER:	13-5812-4A
BID DEPOSIT: (Certified Check, Bank Cashier's Check or Bid Bond)	5% of Bid Amount (See Page 4)
PERFORMANCE BOND(S) REQUIRED:	Yes
DRAWINGS:	Yes G-000 Cover Sheet LG-100-1A Grading Plan (Reference Only) LS-101-4A Layout Plan
BID OPENING – DATE/TIME/LOCATION:	<b>2:45 PM CST August 29, 2013</b> <b>WILLOWBROOK VILLAGE HALL</b> <b>7760 Quincy Street</b> <b>Willowbrook, Illinois 60527</b>

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

Tim Halik  
Village Administrator

### **BID NOTICE**

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

**Bid Item:**                    **2013 Waterford Park Improvements  
Bid Package 4A – Playground Safety Surface**

**Bid Opening:**            **2:45 PM CST August 29, 2013**

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

**The work required under the specifications of this contract consists of poured in place safety surface installation for a playground.**

The Village may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Village all information and data for this purpose as the Village may request. The Village reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the Village that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Conditional Bids will not be accepted.

Bidders are invited to attend a pre-bid meeting to be held on **Monday August 26<sup>th</sup> at 2:00 p.m.** at the Willowbrook Village Hall, 7760 Quincy Street, Willowbrook, IL 60527. **This meeting is not mandatory.**

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:

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

### B. PREPARATION AND SUBMISSION OF PROPOSAL

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

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

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

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



**C. WITHDRAWAL OF PROPOSAL**

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

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

**D. SUBMISSION OF ALTERNATE BIDS**

Bidder may submit alternate bids provided that:

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

**E. BID DEPOSIT**

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

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

**F. SECURITY FOR PERFORMANCE**

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

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

**G. EQUIVALENT PRODUCTS**

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

**H. BASIS OF AWARD**

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

**I. ACCEPTANCE OF BID**

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

**J. CATALOGS**

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

**K. DELIVERY**

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

**L. GUARANTEES AND WARRANTEES**

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

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

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

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

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

**N. COMPETENCY OF BIDDER**

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

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

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

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

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

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

**P. SPECIAL HANDLING**

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

**Q. MATERIAL INSPECTION AND RESPONSIBILITY**

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

**R. TOXIC SUBSTANCES**

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

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

**S. PRICE REDUCTIONS**

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

**T. TERMINATION OF CONTRACT**

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

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

**U. EQUAL EMPLOYMENT OPPORTUNITY**

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

**EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the contractor's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of the Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State

of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

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

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

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

Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### **SUBCONTRACTS**

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

#### **CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES**

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

#### **V. INSURANCE SPECIFICATIONS**

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

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

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

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

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

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

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

**1. POLICY INFORMATION.**

- A. Insurance Company \_\_\_\_\_
- B. Policy Number \_\_\_\_\_
- C. Policy Term: (From) \_\_\_\_\_ (To) \_\_\_\_\_
- D. Endorsement Effective Date \_\_\_\_\_
- E. Named Insured \_\_\_\_\_
- F. Address of Named Insured \_\_\_\_\_
- G. Limit of Liability Any One Occurrence/  
Aggregate \$ \_\_\_\_\_
- H. Deductible or Self-Insured Retention (Nil unless otherwise specified)  
\$ \_\_\_\_\_

**2. VERIFICATION OF COVERAGE**

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

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

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

**3. POLICY AMENDMENTS.**

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

**A. INSURED.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

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

**B. CONTRIBUTION NOT REQUIRED.**

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

**C. SEVERABILITY OF INTEREST.**

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

**D. SUBCONTRACTORS. (ALL COVERAGES)**

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



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

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

**G. SUBROGATION** (WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)  
The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by the successful Bidder for the Village.

**H. ACCEPTABILITY OF INSURERS.** (ALL COVERAGES)  
Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

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

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

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

, as part of its bid on a Continental Construction Company, Inc.  
(Name of Contractor)

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

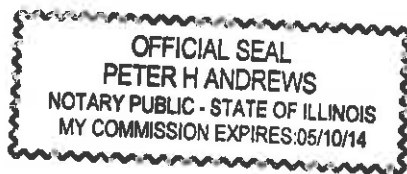
By: Thomas W Andrews  
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This day of August 30<sup>th</sup>  
, 20 13.

MY COMMISSION EXPIRES:

05/10/14  
Peter H Andrews  
NOTARY PUBLIC



CONTRACT - Page One of Two

1. This agreement, made and entered into this day of 30<sup>th</sup> August 2013, between the Village of Willowbrook, acting by and through its Mayor and Board of Trustees and Continental Construction Company, Inc
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, Continental Construction Company, 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:

By:

Village Clerk

Village Administrator

IF A CORPORATION

(Corporate Seal)

CORPORATE NAME

Attest:

Continental Construction Company, Inc

By:

By:

Secretary

President

Thomas W Andrews

SUBSCRIBED AND SWORN BEFORE ME

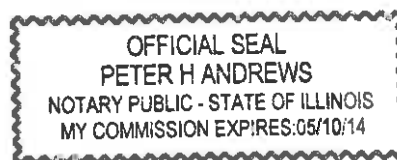
This 30<sup>th</sup> day of August, 20 13

MY COMMISSION EXPIRES:

05/10/14

Peter H Andrews

NOTARY PUBLIC



**IF A PARTNERSHIP**

(Seal)

N/A

(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\_\_\_\_\_.

N/A

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

NOTARY PUBLIC

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

### **A. INTENT**

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

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

The successful Bidder shall contact the Village of Willowbrook Department of Municipal Services at least seventy-two (72) hours before beginning work. Where required, electric, gas, telephone and cable utilities must be located in the field prior to construction. The Bidder is responsible for coordinating with JULIE. All locates must be marked prior to any digging. The Village bears no responsibility for damage done to existing utilities during construction.

### **C. TRAFFIC CONTROL AND PROTECTION**

Traffic control and protection - the successful Bidder's manner of prosecuting the work or revisions in the phasing of operations may require temporary traffic control devices to be installed. In such cases, all but not limited to, signs, signals, markings, traffic codes, barricades, warning lights, flagmen and other traffic control devices must conform with all provisions of the appropriate standards. The Village shall be the sole judge as to the acceptability of placement and maintenance of the traffic control devices prescribed in the appropriate standards. Said temporary traffic control devices shall be considered incidental to the contract and no compensation will be allowed.

### **D. EXAMINATION OF SITE**

The successful Bidder shall carefully examine the site and become familiar with the conditions under which he/she will have to execute the work required under this contract. Failure to do so will in no way relieve the successful Bidder of his/her responsibility under this contract.

### **E. ADDITIONAL WORK**

The Village reserves the right to order additional work during the course of construction. Prior to commencing any additional work, the successful Bidder shall submit his/her charges for performing the work and shall not proceed until the Village has approved the charges.

### **F. PREVAILING WAGES**

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

### **G. PROTECTION OF EXISTING FACILITIES**

Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the successful Bidder. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the successful Bidder when ordered to do so by the Village. All repairs of damage to existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work that becomes due.

### **H. BIDDER'S RESPONSIBILITY**

The successful Bidder shall be responsible for constructing the improvements in accordance with the specifications. The successful Bidder shall have available on the job site at all times during construction, a complete set of specifications with all revisions

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

**I. SITE CONDITION AND CLEAN-UP**

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

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

**J. TRESPASS ON LAND**

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

**K. COPIES OF DRAWINGS AND SPECIFICATIONS**

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

**L. PROTECTION OF PUBLIC**

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

**M. GUARANTEE**

All work and materials furnished under this contract shall be guaranteed by the Bidder against defects, failure, improper performance and non-compliance with the contract documents for a period of one (1) year after completion and acceptance of the work under this contract. During the guarantee period, the Bidder shall repair and replace, at his/her own expense, when so ordered by the Village, all work that develops defects whether these defects may be inherent in the functioning of the piece of operating equipment, materials furnished or workmanship performed. Any equipment or material that is



repaired or replaced shall have the guarantee period extended one (1) year from the date of the last repair or replacement.

**N. PAYMENT**

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

**O. ACCEPTANCE**

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

**P. INTERPRETATION OF CONTRACT DOCUMENTS**

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

**Q. WATER**

The Contractor will be responsible for supplying all water and associated materials for any construction activities including hoses, connectors and misc. appurtenances necessary for watering landscape, seeded areas and water needed for all remaining construction activities. The Contractor may use domestic water sources, such as hose bibs, etc. if available on-site and approved in writing by the Owner and/or local municipality. Otherwise, arrangements must be made by the Contractor to furnish all water needed for any construction activities at no expense to the Owner. **This includes watering the landscape and seeded area until final acceptance.**

**R. FINAL CLEANING**

Just prior to delivery of the job to the Owner, the Contractor shall perform a final cleaning of the curbs, sidewalks and parking lot and haul away from the job-site all debris created by his work on the building and surrounding area.

## **PROJECT SCHEDULE**

<u>Board Approval:</u>	September 2013
<u>Contract Awarded:</u>	September 2013
<u>Commencement of Work:</u>	September 23, 2013
<u>Completion:</u>	October 25, 2013

## **PREVAILING WAGES**

The general prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to execute the contract or perform the work, and the general prevailing rate for legal holiday and overtime work, as ascertained by the Village of Willowbrook or the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform such work and it shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the specified rates to all laborers, workers and mechanics employed by them in the execution of the contract or such work.

**A weekly certified payroll will be required from the successful bidder for all employees performing work at the job site until completion of project.**

**PROPOSAL FORM**  
**2013 WATERFORD PARK IMPROVEMENTS**  
**BID PACKAGE 4A – PLAYGROUND SAFETY SURFACE**

Sealed Bids shall be received on or before **2:45 PM CST August 29, 2013** at WILLOWBROOK VILLAGE HALL, 7760 Quincy Street, Willowbrook, Illinois 60527 at which time they will be publicly opened and read.

The total quantities on the bid form are approximate only. Payment shall be made on the following lump sums and/or the actual quantities of work performed at the contract prices specified on this form. Bidders must quote on all items within the proposal form. The Owner reserves the right to add or deduct from the item quantities or delete total items as the Owner's interest may be best served.

For the performance of all items of work, furnishing all materials, equipment, labor, staking and layout, etc. necessary to complete the project as shown on the plans and indicated in the specifications, we submit the following lump sum and unit prices:

Item	Description	Approx. Quantity	Unit	Unit Price	Subtotal
<b>A.</b>	<b>PLAYGROUND SAFETY SURFACE</b>				
1.	Furnish & Install Poured In Place Rubber Playground Surface by Sofsurfaces or Equal (Colors: See Plans)	5,100	SF	<u>1.3</u>	<u>663.00</u>
2.	Furnish & Install 4" Compacted CA-6 Aggregate Sub-Base for All Poured in Place Safety Surface	5,100	SF	<u>1.0</u>	<u>5100</u>

**WATERFORD PARK – BASE BID – PACKAGE 4A**  
**PLAYGROUND SAFETY SURFACE**

\$ 71,400

**BID PARAMETERS: Please check each box to acknowledge understanding and compliance of said parameters.**

☒ The bidder hereby agrees to provide all labor, materials, tools, staking and equipment required to complete project construction in conformance with the terms of the Contract Documents.

☒ The bidder has included the construction schedule for this project as required by these bid documents. *will provide specified construction schedule per construction contract document the schedule*

☒ The Bidder understands that a properly certified check, bank draft, cashier's check or bid bond payable to the Village of Willowbrook for not less than five (5%) percent of the total bid amount will be required for each bid.

Form of Bid Security 5%, in the amount of \$ 3400 is enclosed.

**BID WILL BE AWARDED TO LOWEST RESPONSIBLE TOTAL BASE BID AMOUNT WITH ANY ACCEPTED ALTERNATE PACKAGE AND/OR SPECIFIC ITEMS WITHIN THE BID.**

SIGNATURE: \_\_\_\_\_

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

1. Firm Name: Continental Construction Company, Inc.

2. Address (Street): 1919 Greenwood street  
(City, state, zip): Evanston, IL, 60201

3. Phone: 847-869-3113

4. Date: 08-30-13

## ADDENDUM

Each Bidder for this project shall be responsible for acknowledging all addenda that he has received during the bidding period. In the appropriate place, please sign for each addendum received.

ADDENDUM NO. 1: Thm President  
Signature Title

ADDENDUM NO. 2: \_\_\_\_\_

ADDENDUM NO. 3: \_\_\_\_\_



**OFFICE:** 1280 Iroquois Avenue, Suite 110, Naperville, IL 60563

**PHONE** (630) 428-3134

**FAX** (630) 428-3159

**Total # of Pages:** 1

**ADDENDUM #:** 1

**PROJECT:** 2013 Waterford Park Improvements – 4A Playground Safety Surface

**PREPARED BY:** Tod J. Stanton

**DATE PREPARED:** 8/26/2013

**COPIES TO:** Plan Holders

**OWNER:** Village of Willowbrook

**The Village requests that only plan holders contact the Village of Willowbrook for questions and concerns regarding this project. Please sign the Addendum section in the Project Manual as acknowledgement of this Addendum.**

**NOTE:** The following items are clarifications or modifications to the bid documents.

**ITEM #1** Modification: Bid Opening Date

The bid opening date is inconsistent between the ad for bid and the project manual. The revised bid opening date is:

**Friday, August 30<sup>th</sup> @ 2:45 pm**

**The location of the bid opening has not changed. Contractors can still deliver bids to Village Hall prior to August 30<sup>th</sup> if needed. Bids received earlier than the bid opening will be stored at Village Hall and opened at the correct time.**

## REFERENCES

The Contractor must list at least four (4) references, including at least one (1) governmental unit, 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: Morton Grove Park District  
 Address: 6824 Dempster Street  
 Phone # / Fax #: 847-965-0065  
 Contact Person: Gregory Janga  
 Dates of Service (from - to): November 1, 2011 - November 22, 2011

Company Name: Community Unit School Improvement  
 Address: 8701 West Fullerton Avenue, Elmwood Park, IL, 6071  
 Phone # / Fax #: 847-708-452-7292  
 Contact Person: Tom Zallock  
 Dates of Service (from - to): June to August of 2008

Company Name: Wilmot Deerfield Public School District 109  
 Address: 517, Deerfield Road, IL, 60015  
 Phone # / Fax #: 847-878-0201  
 Contact Person: Mr. Steve Kenesie  
 Dates of Service (from - to): June 8, 2008 - Sep 15, 2008

Company Name: Hodgkins Park District  
 Address: 8997 Lyon Street, Hodgkins, IL, 60525  
 Phone # / Fax #: 630-428-3334  
 Contact Person: Todd Stanton  
 Dates of Service (from - to): April 18<sup>th</sup>, 2012 - Aug 31, 2012

### **III. TERMS AND CONDITIONS OF THE SPECIFIC PROJECT**

#### **SECTION 321816.13 - PLAYGROUND SURFACE SYSTEMS**

##### **PART 1 - GENERAL**

###### **1.1 DEFINITIONS**

- A. **Critical Height:** Standard measure of shock attenuation. . According to CPSC No. 325, this means "the fall height below which a life-threatening head injury would not be expected to occur."
- B. **Fall Height:** According to ASTM F 1487, this means "the vertical distance between a designated play surface and the protective surfacing beneath it." The fall height of playground equipment should not exceed the Critical Height of the protective surfacing beneath it.
- C. **Use Zone:** According to ASTM F 1487, this means "the area beneath and immediately adjacent to a play structure that is designated for unrestricted circulation around the equipment and on whose surface it is predicted that a user would land when falling from or exiting the equipment."

###### **1.2 SUBMITTALS**

- A. **Product Data:** For each type of product indicated. Include material descriptions and construction details for each component of playground surface system.
- B. **Product Samples:** For the following:
  - 1. Minimum 1-quart loose fill sealed in a container.
  - 2. 12-by-12-inch minimum sample of geosynthetic fabric.
  - 3. 6-by-6-inch minimum sample of geosynthetic, molded-sheet drainage panel.
- C. **Installer Certificates:** Signed by manufacturer certifying that installers comply with requirements.
- D. **Product Certificates:** Signed by manufacturers of playground surface systems certifying that protective surfacings furnished comply with requirements.
- E. **Product Test Reports:** From a qualified testing agency indicating playground surface system complies with requirements, based on comprehensive testing of current products.
- F. **Material Certificates:** Signed by manufacturers certifying that each of the following items complies with requirements:
  - 1. Poured-In-Place-Playground Surfacing
- G. **Material Test Reports:** From a qualified testing agency indicating material complies with requirements.



- H. Maintenance Data: For playground surface system to include in maintenance manuals specified in Division 1.

### 1.3 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has specialized in installing work similar in material, design, and extent to that indicated for this Project and whose work has resulted in installations with a record of successful in-service performance.
- B. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.
- C. Source Limitations: Provide secondary materials including adhesives, anchoring materials, filler/sealant material, geosynthetics, and repair materials of type and from source recommended by manufacturer of primary playground surface system materials.
- D. Source Limitations: Obtain primary seamless playground surface system materials, including primers, binders, and rubber particles for cushion-base and wearing-surface layers, through one source from a single playground surface system manufacturer. Provide secondary materials including adhesives, primers, geosynthetics, and repair materials of type and from source recommended by manufacturer of primary playground surface system materials.
- E. Standards and Guidelines: Provide playground surface systems complying with applicable provisions of the following, unless more stringent provisions are indicated:
  - 1. CPSC No. 325, "Handbook for Public Playground Safety"; ASTM F 1292; and ASTM F 1487.

### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver manufactured materials in original packages with seals unbroken and bearing manufacturer's labels indicating brand name and directions for storing.
- B. Store manufactured materials in a clean, dry location, protected from the weather and deterioration, and complying with manufacturer's written instructions for minimum and maximum temperature requirements for storage.
- C. Store mat, tile units on flat surfaces.
- D. Protect UV-light-sensitive materials from exposure to sunlight.

### 1.5 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply playground surface system materials or components over wet, frozen, or excessively damp substrates if prohibited by manufacturer's written instructions or warranty requirements.
- B. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit playground surface system to be performed according to manufacturer's written instructions or warranty requirements.

- C. **Field Measurements:** Where playground surface system is indicated to fit to other construction, verify dimensions of other construction by field measurements.
- D. **Adhesively Applied Products:** As follows:
  - 1. Apply adhesives only when temperature of surfaces to be adhered to and ambient air temperatures are within range permitted by manufacturer's written instructions.
  - 2. Close area to traffic during surfacing installation and for time period after installation recommended in writing by manufacturer.
  - 3. Do not install products over asphalt paving until paving is sufficiently cured to bond with adhesive.
  - 4. Do not install products over concrete slabs until slabs have cured and are sufficiently dry and surfaces are within acceptable pH range to bond with adhesive, as determined by surfacing manufacturer's recommended procedures.

## 1.6 COORDINATION

- A. Coordinate construction of playground surface systems with installation of playground equipment, including accurate use zones and fall heights, specified in Division 2 Section "Playground Equipment and Structures."

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. **Available Manufacturers:** Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work.

### 2.2 PLAYGROUND SURFACE SYSTEMS, GENERAL

- A. **Accessibility:** Provide playground surface system[s] determined to be accessible when tested according to ASTM PS 83 for system[s] designated.

### 2.3 PLAYGROUND SURFACE SYSTEMS

- A. **General:** Refer to Section 02792: Poured-In-Place Playground Surfacing for product specifications.

### 2.4 GEOSYNTHETICS

- A. **Drainage/Separation Fabric:** Nonwoven needle-punched geotextile, specifically manufactured as a drainage geotextile; made from polyolefins or polyesters; complying with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:

- 1. The following min. criteria: Weight: 4 oz./sq. yd. according to ASTM D 5261. & Water Flow Rate: 100 gpm per sq. ft. according to ASTM D 4491.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for subgrade and substrate conditions, for compliance with playground surface system manufacturer's requirements, and for other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Stake locations of playground perimeter, playground equipment, use zones, and pathways. Clearly indicate locations of utilities, lawn sprinkler system, subgrade drainage systems, and underground structures.
- B. General: Prepare substrates to receive surfacing products according to playground surface system manufacturer's written instructions. Verify that substrates are sound without high spots, ridges, holes, and depressions.

### 3.3 INSTALLATION, GENERAL

- A. General: Comply with playground surface system manufacturer's written installation instructions. Install playground surface system over area and in thickness indicated and as required to comply with specified requirements for impact-attenuation performance and, where indicated, for accessibility.

### 3.4 INSTALLATION OF LOOSE FILL PLAYGROUND SURFACE SYSTEMS

- A. Loose Fill Edgings: Place in layout indicated on Drawings and permanently secure in place and attach to each other, according to edging manufacturer's written instructions, with top of edging at elevation indicated.
- B. Loose Fill: Place playground surfacing materials in excavations promptly, including manufacturer's standard amount of excess material for compacting naturally with time to required elevations, but not before the following have occurred:
  - 1. Completion of subgrade construction including drainage course, drainage/separation geosynthetic layer and weed barrier.
  - 2. Installation of playground equipment support posts and foundations.
  - 3. Installation of containment edgings.
  - 4. Removal of obstructions, trash, debris, and waste fill materials.
- C. Compacting and Grading: Uniformly compact and grade areas according to manufacturer's written instructions to an even surface free from irregular surface changes and to cross sections, lines, and elevations indicated. Unless otherwise indicated, provide a smooth transition between adjacent existing grades and new grades.
- D. Finish Grading: Hand rake to a smooth finished surface and to required elevations with zero tolerance.

SofSURFACES, Inc.  
4393 Discovery Line  
PO Box 239  
Petrolia, Ontario N0N 1R0  
Canada  
Toll Free (800) 263-2363  
Phone (519) 882-8799  
Fax (519) 882-2697  
Website www.sofsurfaces.com  
E-mail alltinfo@sofsurfaces.com



September 2004

## Product Guide Specification

**Specifier Notes:** This product guide specification is written according to the Construction Specifications Institute (CSI) 3-Part Format, including *MasterFormat*, *SectionFormat*, and *PageFormat*, contained in the *CSI Manual of Practice*.

The section must be carefully reviewed and edited by the Architect to meet the requirements of the project and local building code. Coordinate this section with other specification sections and the Drawings.

Delete all Specifier Notes when editing this section.

### SECTION 02792

#### POURED-IN-PLACE PLAYGROUND SURFACING

**Specifier Notes:** This section covers SofSURFACES "SofCRETE®" resilient, poured-in-place, playground safety surfacing. Consult SofSURFACES for assistance in editing this section for the specific application.

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Resilient, poured-in-place, playground safety surfacing.

##### 1.2 RELATED SECTIONS

**Specifier Notes:** Edit the following list of related sections as required for the project. List other sections with work directly related to this section.

Include the section number and title of the following two Division 2 sections, if they are referenced in this section.

- A. ~~Section 02~~ : ~~Granular aggregate subsurface.~~

- B. ~~Section 02\_\_\_\_\_ : Asphalt subsurface.~~
- C. ~~Section 02701 - Playground Surfacing Tiles.~~
- D. Section 02880 - Play Field Equipment and Structures: Playground equipment.
- E. ~~Section 03300 - Cast in Place Concrete: Concrete subsurface.~~

### 1.3 REFERENCES

Specifier Notes: List standards referenced in this section, complete with designations and titles. This article does not require compliance with standards, but is merely a listing of those used.

- A. ASTM D 412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers--Tension.
- B. ASTM D 624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
- C. ASTM D 2047 - Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
- D. ASTM D 2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials.
- E. ASTM F 1292 - Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
- F. US Consumer Product Safety Commission (CPSC) Handbook for Playground Safety.

### 1.4 SUBMITTALS

- A. Comply with Section 01330 - Submittal Procedures.
- B. Product Data: Submit manufacturer's product data and installation instructions.
- C. Samples: Submit manufacturer's samples of poured-in-place playground safety surfacing showing texture, color, and thickness.
- D. Test Reports: Submit certified test reports from qualified independent testing agency indicating results of impact attenuation testing.
- E. Certificate of Compliance: Submit manufacturer's certificate of compliance indicating materials comply with specified requirements.
- F. Manufacturer's Project References:
  - 1. Submit list of successfully completed projects.
  - 2. Include project name and location, name of architect, and type and quantity of poured-in-place playground safety surfacing furnished.
- G. Installer's Project References:

1. Submit list of successfully completed projects.
2. Include project name and location, name of architect, and type and quantity of poured-in-place playground safety surfacing installed.

H. Maintenance Instructions: Submit manufacturer's maintenance and cleaning instructions.

I. Warranty: Submit manufacturer's standard warranty.

## **1.5 QUALITY ASSURANCE**

A. Manufacturer's Qualifications: Manufacturer shall meet a minimum of 1 of the following 2 requirements.

1. Continuously engaged in manufacturing of poured-in-place playground safety surfacing of similar type to that specified, with a minimum of 10 years successful experience.
2. Furnished a minimum of 1,000,000 square feet of poured-in-place playground safety surfacing of similar type to that specified.

B. Installer's Qualifications:

1. Successful experience in installation of poured-in-place playground safety surfacing of similar type to that specified, with a minimum of 20 projects completed within last 5 years.
2. Employ persons trained for installation of poured-in-place playground safety surfacing.
3. Approved by manufacturer.

## **1.6 DELIVERY, STORAGE, AND HANDLING**

A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

B. Storage:

1. Store materials in accordance with manufacturer's instructions.
2. Store materials in a dry area at a minimum temperature of 50 degrees F (10 degrees C) for a minimum of 72 hours before installation.

C. Handling: Protect materials during handling and installation to prevent damage or contamination.

## **1.7 ENVIRONMENTAL REQUIREMENTS**

A. Material Temperature: Ensure material temperature is a minimum of 50 degrees F (10 degrees C) at time of installation.

B. Air Temperature: Ensure air temperature is a minimum of 40 degrees F (4 degrees C) for a minimum of 24 hours before, during, and a minimum of 72 hours after installation.

## **1.8 WARRANTY**

A. Materials and Workmanship: Poured-in-place playground safety surfacing installation shall be warranted for defects in materials and workmanship for 5 years from date of completed installation.

## **PART 2 PRODUCTS**

## 2.1 MANUFACTURER

- A. SofSURFACES, Inc., 4393 Discovery Line, PO Box 239, Petrolia, Ontario N0N 1R0, Canada. Toll Free (800) 263-2363. Phone (519) 882-8799. Fax (519) 882-2697. Website [www.sofsurfaces.com](http://www.sofsurfaces.com). E-mail [alltinfo@sofsurfaces.com](mailto:alltinfo@sofsurfaces.com).

## 2.2 POURED-IN-PLACE PLAYGROUND SURFACING

- A. Poured-in-Place Surfacing: "SofCRETE".
1. Series: Premium.
  2. Description: Dual-density, resilient, seamless, poured-in-place, playground safety surfacing.
  3. Compliance: Meet or exceed CPSC guidelines for impact attenuation.
  4. Material: SBR and EPDM rubber shreds and granules mixed with 100 percent solids MDI polyurethane binding agent.
  5. Base Course: Mixture of SBR shredded rubber and MDI polyurethane binding agent.
    - a. Binder to Rubber Ratio: 14 percent.
    - b. Compacted Density: 28 pcf.
    - c. Thickness: Sufficient to meet impact attenuation requirements as determined by designated fall height of playground equipment.
  6. Wear Course: Mixture of EPDM rubber granules and MDI polyurethane binding agent.
    - a. Binder to Rubber Ratio: 23 percent.
    - b. Compacted Density: 50 pcf.

Specifier Notes: Specify thickness of wear course.

- c. Thickness: [3/8 inch] [1/2 inch].

Specifier Notes: Specify total thickness of poured-in-place playground safety surfacing. Consult SofSURFACES for assistance in determining required thickness based on fall height requirements.

7. Total Thickness: [1.50 inches] [2.00 inches] [2.50 inches] [3.00 inches] [3.50 inches] [4.00 inches].

Specifier Notes: Specify colors for poured-in-place playground safety surfacing. Colors can be applied as one solid color or any combination of standard colors. It is recommended a minimum of 10 percent black be included in any blend. Consult SofSURFACES for availability of custom colors and for additional information.

8. Colors: [Light Green] [Dark Green] [Teal] [Blue] [~~Terra Cotta~~] [~~Purple~~] [~~Yellow~~] [Beige] [Brown] [Light Grey] [Dark Grey] [ \_\_\_\_\_ ] [As indicated on the Drawings]
- a. Granules on wear layer shall have full color through cross section.

### B. Test Results:

1. Impact Attenuation, ASTM F 1292:
  - a. Gmax: Less than 200.
  - b. Head Injury Criteria (HIC): Less than 1,000.
2. Minimum Standard Coefficient of Friction, ASTM D 2047:
  - a. Dry: 0.8.
  - b. Wet: 0.6.
3. Tensile Strength, ASTM D 412: 80 psi.

4. Tear Strength, ASTM D 624: 140 psi.
5. Flammability, Burning Pill, ASTM D 2859: Pass.

### **PART 3 EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine areas to receive poured-in-place playground safety surfacing. Notify Architect if areas are not acceptable. Do not begin installation until unacceptable conditions have been corrected.

#### **3.2 PREPARATION**

- A. Prepare subsurface in accordance with manufacturer's instructions to ensure proper support and drainage for poured-in-place playground safety surfacing.

Specifier Notes: Specify subsurface of granular aggregate, concrete, or asphalt.

Due to the porosity of the SofCRETE poured-in-place playground safety surfacing, it is important that a proper subsurface drainage system be constructed.

Include the following sentence when a granular aggregate subsurface is required. Include the section number of the Division 2 section specifying the granular aggregate subsurface preparation.

- B. Granular Aggregate Subsurface: Compacted, granular aggregate subsurface shall be as specified in Section 02\_\_\_\_\_.

Specifier Notes: Include the following paragraph when a concrete subsurface is required.

- C. ~~Concrete Subsurface:~~
  1. ~~Concrete subsurface shall be as specified in Section 03300.~~
  2. ~~Apply light broom finish.~~
  3. ~~Ensure concrete is sound with no cracks or loose material.~~
  4. ~~Ensure concrete is a minimum of 28 days old.~~
  5. ~~Test concrete for moisture in accordance with manufacturer's instructions to ensure it has sufficiently cured and is dry.~~
  6. ~~Power wash existing concrete in accordance with manufacturer's instructions.~~

Specifier Notes: Include the following paragraph when an asphalt subsurface is required.

- D. ~~Asphalt Subsurface:~~
  1. ~~Asphalt subsurface shall be as specified in Section 02\_\_\_\_\_.~~
  2. ~~Ensure asphalt is sound with no cracks or loose material.~~
  3. ~~Ensure asphalt is a minimum of 28 days old.~~
  4. ~~Test asphalt for moisture in accordance with manufacturer's instructions to ensure it has sufficiently cured and is dry.~~
  5. ~~Power wash existing asphalt in accordance with manufacturer's instructions.~~
- E. Variations in Elevation: Repair variations in elevation of completed subsurface greater than plus or minus 1/4 inch over 10 feet in any direction.



### **3.3 INSTALLATION**

- A. Install poured-in-place playground safety surfacing in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Ensure prepared subsurface is dry and clean.
- C. Install edges in accordance with manufacturer's instructions and as indicated on the Drawings.

Specifier Notes: Installations over 1,500 square feet may contain a cold seam. Consult SofSURFACES for additional information.
--

- D. Install cold seams in areas containing graphics and as indicated on the Drawings.

### **3.4 CLEANING**

- A. Clean poured-in-place playground safety surfacing in accordance with manufacturer's instructions.

### **3.5 PROTECTION**

Specifier Notes: Estimated time to obtain 80 percent cure will range from 6 to 48 hours depending on temperature and humidity. Consult SofSURFACES for additional information.
--

- A. Do not allow foot traffic on poured-in-place playground safety surfacing until a minimum of 80 percent cure is obtained.
- B. Protect completed playground safety surfacing from damage during construction.

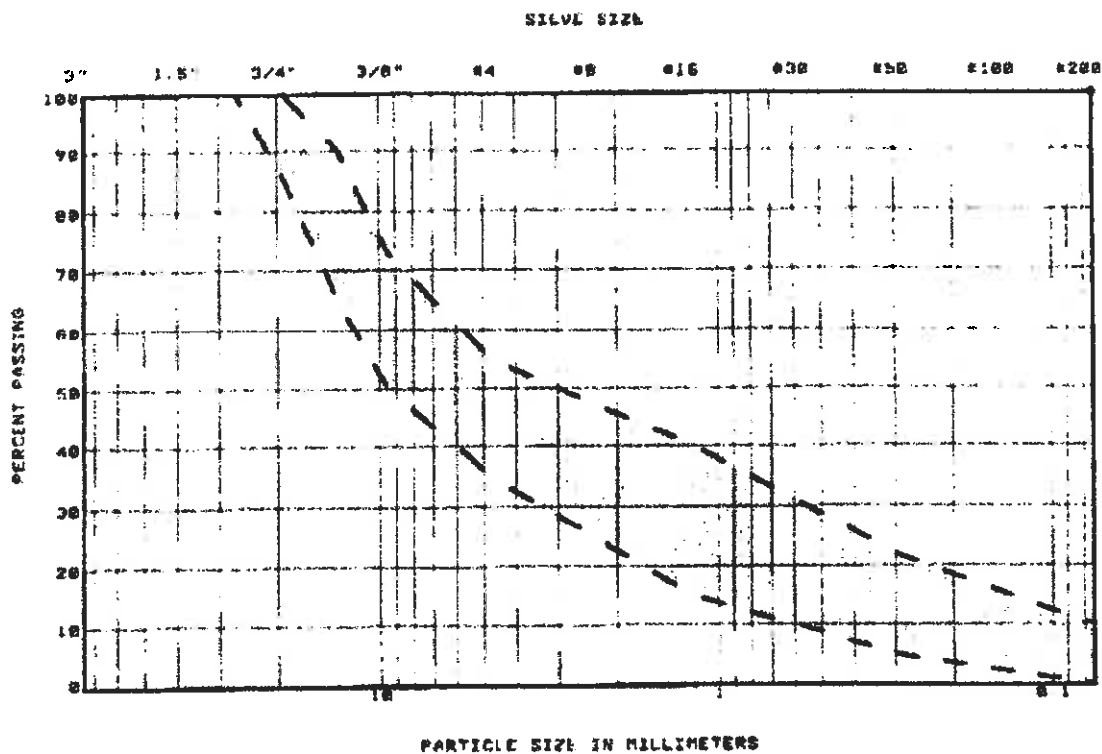
**END OF SECTION**



## Sub-Surface Installation Summary

1. Evaluate existing drainage. If the installation area is lower than the adjacent grades and tends to collect water or if there are standing puddles on the sub-surface, a sub-surface water management system must be installed. It is recommended that an individual with drainage experience such as a soil or civil engineer inspect the site prior to commencement of the installation. See SSI's sub-surface preparation guide for detailed information.
2. Remove topsoil until solid, packed and stable sub-soil is visible and level. Test sub-soil for rebound. If sub soil is of poor quality then there is a possibility that geotextile cloth may be necessary between the sub-soil and the granular sub-surface.
3. Install retainer edge. Various retainer edging options are available including, wood and concrete retainers installed both above and below grade. Refer to SofSURFACES complete sub surface guide for retainer edge options.
4. Install 4-8 inches of Granular A aggregate. Contact local soil engineers for detailed local aggregate specifications and performance expectations. Granular A shall consist of crushed rock composed of hard, fractured fragments free of clay coatings. Granular A shall be produced from bed rock gravel, cobbles or boulders of uniform quality. Granular A may also contain a blend or combination of crushed gravel, sand and fines produced from naturally formed deposits, crushed slag produced from air-cooled iron blast furnace or nickel slag, reclaimed Portland cement concrete, or reclaimed asphalt pavement material. Install material in 3" layers. Granular base aggregate must match the grading curve for OPS specification for granular A aggregate. (see attached)
5. Rolling Packer – It is critical that the base be properly compacted. Without adequate sub-surface compaction the planarity of finished surface will change as the sub-surface planarity changes. Use a rolling bomag (or equivalent) vibrating packer to reach 98% standard proctor density. In most cases it will be impossible to obtain adequate compaction with vibrating packers alone. Complete multiple passes in both directions. Assist packing by soaking aggregates. Once materials have been adequately packed, a compaction test (nuclear densometer or equivalent) is recommended for both client and installer assurance of quality.
6. Level sub-surface aggregate to  $\pm \frac{1}{4}$ " over 10' measured in any direction. The packing aggregate that falls into the OPS gradient curve for granular A will have a size ranging from fines to  $\frac{3}{4}$ ". This product is difficult to get smooth enough for a proper surface installation due to the larger aggregate contained in the mix. To ensure proper planarity install  $\frac{1}{2}$ " of  $\frac{1}{4}$ " minus granite screenings or "chips and dust" over the final compacted and leveled sub-surface. This material is used to fill in the undulations in planarity of the packed aggregate. Pack material as stated above.
7. Extend granular base 3-6" past edge of installation. The edge of the surface is the area of greatest use and misuse. Extending the subsurface 3-6" past the anticipated final edge of the resilient surface will assist in stabilizing the edge in the future. When no solid retainer edge is going to be used at the edge of the installation, then the granular base must be sloped off at a 4" rise in 12" run. Slope for 12 linear inches or until the packed subsurface is 4" below finished grade of adjacent surface. This prevents a tripping hazard in the event the adjacent loose fill surface erodes and exposes the edge of the resilient surface.
8. Base surface slope to be 2% in order to ensure adequate water drainage.

9. Inspect final packed aggregate base. It is important to carefully inspect any base supplied by an outside contractor. Often clients assume that commencement to install SoftILE over the prepared base indicates acceptance and responsibility for the base. Commencement of an installation over any type of base is only an indication that the installer of the resilient surface is satisfied with the planarity of the base.
10. Installation of geotextile over granular base. Position the first 10' width of geotextile fabric (terrafix 200R or equivalent) beside and parallel to the area that has the most cuts for posts and other adjacent supports. Cut this piece to fit adjacent supports. Allow cloth to extend 12" past the posts. Overlap joints by 12" and seal with tape. After taping stretch material as tightly as possible. Retain the fabric at edges by stapling to wooden retainer, gluing to concrete retainer or burying under the soil at increased depth edges.
11. For detailed instructions on sub-base installation please refer to SofSURFACES published sub-surface installation guide.



P.O. Box 239  
 4393 Discovery Line  
 Petrolia, ON. N0N 1R0  
 Phn: 800-263-2363  
 Phn: 519-882-8799  
 Fax: 519-882-2697  
[www.sofsurfaces.com](http://www.sofsurfaces.com)

## 2013 Waterford Park Improvements - Bid Package 4A Poured in Place Safety Surface Installation

GENERAL NOTES:

HIGHLY VISIBLE BARRIER FENCING SHALL BE INSTALLED AROUND EXISTING TREES ADJACENT TO PROPOSED IMPROVEMENTS AS DIRECTED BY THE PROJECT MANAGER.

CONSTRUCTION ACCESS TO, AND FROM THE PROJECT SITE SHALL BE LIMITED TO ONE CONSTRUCTION ACCESS POINT, AS INDICATED ON THE ATTACHED SITE PLAN.

CONSTRUCTION TRAFFIC SHALL NOT USE THE RESIDENTIAL STREETS  
AS CUT-THROUGHS.

THE CONTRACTOR SHALL FIELD CHECK AND VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

EXISTING UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL DETERMINE EXACT LOCATION AND ELEVATION FROM THE OWNERS OF THE PROJECT. ALL UTILITY OWNERS SHALL BE NOTIFIED BY THE CONTRACTOR 72 HOURS PRIOR TO THE EXCAVATION.

ANY DAMAGE CAUSED BY THE CONTRACTOR TO ADJACENT PROPERTY AND STRUCTURES SHALL BE REPAIRED OR REPLACED AT HIS EXPENSE AND TO THE SATISFACTION OF THE OWNER.

FOR THE PROTECTION OF THE AREA RESIDENTS, IT IS NECESSARY THAT EXCAVATIONS NOT REMAIN OPEN O'ERNIGHT, ETC. ACTIONS MADE DURING ANY WORK DAY MUST BE ACCOMPANIED BY SURFACE GRADE BY THE END OF THAT SAME DAY.

THE LOCATIONS AND EXTENTS OF AREAS USED FOR CONSTRUCTION STAGING PURPOSES AS EQUIPMENT PARKING AND MATERIAL STORAGE AREAS ARE SUBJECT TO APPROVAL OF THE PARK DISTRICT. IT IS DESIRED THAT MANHOLE PIPE AND BACKFILL MATERIALS BE DELIVERED TO THE SITE NO EARLIER THAN THE THREE DAYS BEFORE THEY ARE SCHEDULED TO BE INSTALLED.

PROPOSED CONTIGUOUS AND SPOT ELEVATIONS SHOWN INDICATE FINISH GRADE.

FOR SOIL SHALL NOT BE USED TO FILL PROPOSED PAVEMENT AREAS TO DESIGN SURGRADE  
EVEN 1.

PLACE AND GRADE AGGREGATE BASE MATERIAL IN PAVEMENT AREAS, SLOPE SURGRADE AND AGGREGATE SURFACES TO THE INSTALLED DRAINAGE STRUCTURES. PROVIDE SURFACE SLOPES OF AT LEAST ONE PERCENT (1%) TO DRAINAGE STRUCTURES.

PLACE AND GRADE TOPSOIL TO REQUIRED ELEVATIONS AND CONTOURS TO CREATE SURFACE DRAINAGE AS INDICATED ON THE PLANS. CUT AND GRADE SUBSURFACE SOIL CLAY WHERE NECESSARY TO CREATE THE REQUIRED DRAINAGE PATTERNS AND SWALES. TALL SPECIFIED GRASS SEED WHEN EACH WORK AREA, IMMEDIATELY AFTER COMPLETION OF SEWER INSTALLATION AND GRADING OPERATIONS WITHIN THAT AREA.

USE SPECIFIED GRANULAR MATERIAL TO BACKFILL ALL STRUCTURE EXCAVATIONS AND CONCURET TRENCHES WITHIN AND IMMEDIATELY ADJACENT TO HIGH PAVEMENT AREAS.

MAYOR

Frank Miller

101-102

ALAN HANCOCK

LEROY HARRIS

**BOARD OF**

**Learn More About Us**

Umberto Eco

Terrence Kelly

**Michael Misteale**

Paul Oggerino

**SUPERINTENDENT OF PARKS AND RECREATION:**

**Kristin Violante**

## INDEX OF DRAWINGS:

**SHEET TITLE**

2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 2681, 2682, 2683, 2684, 2685, 26

COVER SHEET  
GRADING PLAN - EXPERIENCE ONLY

GRADING PLAN- REFERENCE ONLY  
LAYOUT PLAN

CALL J.U.L.I.E. AT LEAST TWO DAYS BEFORE  
BEGINNING EXCAVATION ACTIVITIES  
1-800-892-0123

1-800-892-0123

**SHEET NO.:**

G-000-4A

**DECEMBER SUPPLEMENT**

**PROJECT LOCATION:**

WATERFORD PARK

[illegible]

—

DATE: 8/6/2013  
DOB NO: 13-5812-4A  
ORIGIN BY: MJA  
CHECKED BY: TS

COVER SHEET

**SHEET NO.:**

G-000-4A

**DECEMBER 2007**



**In Association With**

[illegible]

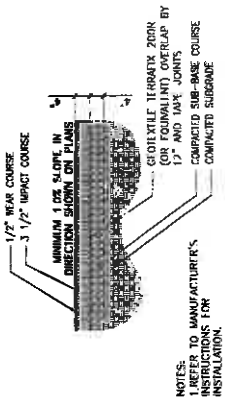
1475

DATE: 8/6/70 13  
JOB NO.: 13-5812-4A  
DRAWN BY: MJA  
CHECKED BY: TS

**DRAWING TITLE:**  
**LAYOUT PLAN**

SHEET NO.:  
LS-101-4A

© DESIGN PARTNER, TMAS, INC. ALL RIGHTS RESERVED



POURED IN PLACE PLAY SURFACE.

**SC\* SURFACES POLISHED IN PLACE COLOR:**

- 100% (100%)  
100% (100%)  
100% (100%)



**SURVEY INFORMATION PROVIDED BY**

MIDWEST TECHNICAL CONSULTANTS



**ALBION**



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

### In Association With

REFERENCE ONLY

[illegible]

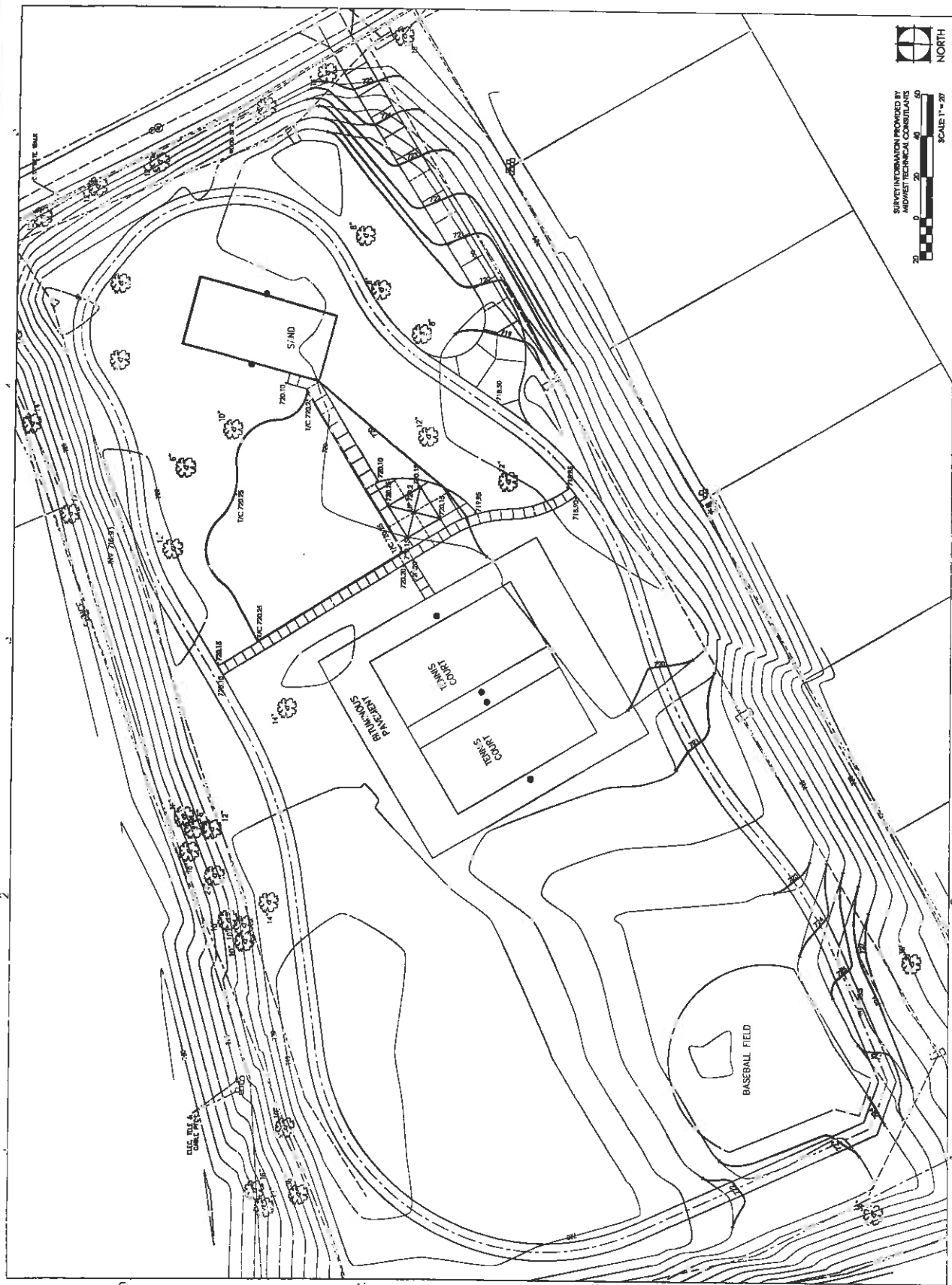
576

DATE: 8/6/2013  
JOB NO.: 13-5812-1A  
DRAWN BY: MJA  
CHECKED BY: TS

**DRAWING TITLE:**  
**GRADING PLAN**

SHEET NO.:  
LG-100-1A

USPAP is a division of the American Society of Professional Appraisers (ASPA).



SURVEY INFORMATION PROVIDED BY  
MIDWEST TECHNICAL CONSULTANTS

SCALE 1" = 20'

NORTH

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT – BID PACKAGE 5A – SHELTER & SITE FURNISHINGS, WATERFORD PARK IMPROVEMENT PROJECT – HACIENDA LANDSCAPING, PLAINFIELD, IL

AGENDA NO. 12

AGENDA DATE: 9/9/13

**STAFF REVIEW:** Kristin Violante,  
Superintendent of Parks & Recreation

SIGNATURE:

*Kristin Violante*

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

SIGNATURE:

*THOMAS BASTIAN JR.*

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

SIGNATURE:

*T. Halik*

**REVIEWED & APPROVED BY PARK COMMISSION:** YES ☒ on 9/3/13 NO ☐ N/A ☐

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

On Friday, August 30, 2013, beginning at 2:00 PM, six (6) public bid openings were held for various work needed to complete the 2013 Waterford Park Improvement Project. Each separate portion of the overall project included multiple bids, which indicates a good showing of interest for the projects. The following is a summary of the low bids received and the overall project costs:

VENDOR	Portion of Work	Low Bid
RNR Contractors, Morris, IL	#1A - Grading	\$40,065.30
The Kenneth Company, Lemont, IL	#2A - Concrete Paving	\$40,367.00
Matthews Paving, Oak Lawn, IL	#3A - Asphalt Paving	\$18,500.00
Continental Construction, Evanston, IL	#4A - Playground Surfacing	\$71,400.00
Hacienda Landscaping	#5A - Shelter & Site Furnishings	\$11,100.00
Hacienda Landscaping	#6A - Landscaping	\$20,217.00

<b>SUB TOTAL:</b>	<b>\$201,649.30</b>
+ Consultant Expenses (G.C. contract):	\$13,250.00
+ picnic tables (separate from bid project):	\$4,000.00

<b>TOTAL:</b>	<b>\$218,899.30</b>
---------------	---------------------

Staff would recommend that the proposals submitted by the above listed vendors be accepted to perform the described work. The project General Contractor, Tod Stanton from Design Perspectives, has previously worked with five out of the six vendors. Staff has contacted the supplied references for all vendors, and no negative comments were received. If approved, the project would start later this month.

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

A total of \$200,000 was earmarked within the F.Y. 2013/14 Budget for this project. Although the overall project came in \$18,899.30 above our estimate, there is available funding within the Special Recreation Services Fund to cover the overage:

FUND	ACCOUNT	DESCRIPTION	BUDGETED
Land – Facility Renovation	14-75-930-415	Facilities	\$200,000.00
SR Services – Expenditure	01-20-590-521	ADA Park Improve.	\$20,985.00 (remaining)

**ACTION PROPOSED:** Adopt resolution. The contract includes the shelter and site furnishings portion of the project work only.



MEMO

To: Tim Halik  
From: Tod Stanton  
Date: September 1, 2013

**RE: Bid Evaluation for Waterford Park 2013 Park Improvements**

We are pleased to provide this short memo outlining the approach to the contracts to be let for the project.

**Overview of Bids:**

We are pleased to report that we had a good overall showing of interest within these projects. The following are the lowest bidders and locations for the individual bid packages:

Package 1A	Grading	RNR Contractors Morris, IL
Package 2A	Concrete Paving	The Kenneth Company Lemont, IL
Package 3A	Asphalt Paving	Matthews Paving Oak Lawn, IL
Package 4A	Playground Safety Surfacing	Continental Construction Evanston, IL
Package 5A	Shelter & Site Furnishings	Hacienda Landscaping Plainfield, IL
Package 6A	Landscaping	Hacienda Landscaping Plainfield, IL



## **Recommendations:**

### **Bid Package 1A – Grading**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 1A –Grading to RNR Contractors in the not to exceed amount of \$40,065.30.

### **Bid Package 2A – Concrete**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 2A –Concrete to The Kenneth Company in the not to exceed amount of \$40,367.00.

### **Bid Package 3A – Asphalt**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 3A –Asphalt to Matthews Paving in the not to exceed amount of \$18,500.00. **Do not accept Add Alternate A which would have the path paved in asphalt and color coated in dark brown color.**

### **Bid Package 4A – Playground Safety Surface**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 4A –Playground Safety Surface to Continental Construction in the not to exceed amount of \$71,400.00.

### **Bid Package 5A – Shelter & Site Furnishings**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 5A –Shelter & Site Furnishings to Hacienda Landscaping in the not to exceed amount of \$11,100.00. **Do not accept Add Alternate B which is an all metal shelter.**

### **Bid Package 6A – Landscaping**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 6A –Landscaping to Hacienda Landscaping in the not to exceed amount of \$20,217.00.

We have worked with all the contractors listed here except RNR Contractors. We will call references on Tuesday, but we did speak to Rick from RNR Contractors at length about this project and answered his questions regarding bid package 1A – grading.

**BID TABULATION SHEET****Project Name: Waterford Park Improvements****2013 Willowbrook Waterford Park Improvements - Bid Package 5A - Shelter & Site Furnishings****Bid Opening: 3:00 p.m. Friday, August 30, 2013****Witness: Tod Stanton****Witness: Kristin Violante & Garrett Hummel**

Company / Contractor	Bid Bond	Base Bid	Alternate B- Shelter	Total
Best Quality Builder of IL	Y	\$15,700.00	\$5,900.00	\$21,600.00
Continental Construction	Y	\$15,400.00	\$19,000.00	\$34,400.00
Green Up Landscape	Y	\$12,159.00	\$8,985.00	\$21,144.00
Hacienda Landscaping	Y	\$11,100.00	\$18,000.00	\$29,100.00
Kee Construction	Y	\$23,284.32	\$20,440.00	\$43,724.32
The Kenneth Company	Y	\$11,694.00	\$8,198.00	\$19,892.00
RNR Contractors	Y	\$24,114.00	\$20,750.00	\$44,864.00



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

## **Mayor**

Frank A. Trilla

## **Village Clerk**

Leroy R. Hansen

## **Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

## **Village Administrator**

Tim Halik

## **Chief of Police**

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

## LEGAL NOTICE

### REQUEST FOR BIDS

Notice is hereby given that the Village of Willowbrook is seeking bids for **Shelter & Site Furnishings associated with the Waterford Park project**, in accordance with specifications currently on file and which may either be picked up in the office of the Village of Willowbrook Village Hall, located at 7760 Quincy Street, Willowbrook, Illinois 60527, or obtained on the Village's website: [www.willowbrookil.org](http://www.willowbrookil.org). Completed bids are due in the office no later than 3:00p.m. on Friday, August 30, 2013 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.

Questions should be directed to:

Kristin Violante, Superintendent of Parks & Recreation  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527  
630-920-2251 office, 630-323-0787 fax  
[kviolante@willowbrook.il.us](mailto:kviolante@willowbrook.il.us)

RESOLUTION NO. 13-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK  
TO EXECUTE A CERTAIN CONTRACT – BID PACKAGE 5A – SHELTER  
& SITE FURNISHINGS, WATERFORD PARK IMPROVEMENT PROJECT  
– HACIENDA LANDSCAPING, PLAINFIELD, IL

---

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized to execute a certain contract with Hacienda Landscaping, Inc. to complete the shelter and site furnishing work associated with the 2013 Waterford Park Improvement Project in an amount not to exceed \$11,100.00, as set forth in the contract attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 9<sup>th</sup> day of September, 2013

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

**SPECIFICATIONS AND CONTRACT DOCUMENTS**  
**for**  
**2013 Waterford Park Improvements**  
**Bid Package 5A – Shelter & Site Furnishings**

Required For Use By:

**VILLAGE OF WILLOWBROOK**  
 Willowbrook, Illinois 60527  
 August 16, 2013

**CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE 15**  
**\*\* MUST BE EXECUTED AND NOTARIZED \*\***  
**BIDS TO BE EXECUTED IN DUPLICATE**  
**ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC**  
**ALL INSURANCE REQUIREMENTS MUST BE MET**

CONTRACT PERIOD:	Completion Date: October 25, 2013	
PROJECT NUMBER:	13-5812-5A	
BID DEPOSIT: (Certified Check, Bank Cashier's Check or Bid Bond)	5% of Bid Amount	(See Page 4)
PERFORMANCE BOND(S) REQUIRED:	Yes	
DRAWINGS:	Yes G-000-5A      Cover Sheet LS-100-5A     Site Plan LS-500-5A     Construction Details	
BID OPENING – DATE/TIME/LOCATION:	<b>3:00 PM CST August 29, 2013</b> <b>WILLOWBROOK VILLAGE HALL</b> <b>7760 Quincy Street</b> <b>Willowbrook, Illinois 60527</b>	

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

Tim Halik  
 Village Administrator

### **BID NOTICE**

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

**Bid Item:** 2013 Waterford Park Improvements  
Bid Package 5A – Shelter & Site Furnishings

**Bid Opening:** 3:00 PM CST August 29, 2013

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

**The work required under the specifications of this contract consists of furnishing & installation of a fabric shelter and installation of owner provided benches, picnic tables, litter and recycling can and a bike rack.**

The Village may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Village all information and data for this purpose as the Village may request. The Village reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the Village that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Conditional Bids will not be accepted.

Bidders are invited to attend a pre-bid meeting to be held on **Monday August 26<sup>th</sup> at 2:00 p.m.** at the Willowbrook Village Hall, 7760 Quincy Street, Willowbrook, IL 60527. **This meeting is not mandatory.**

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:

Hacienda Landscaping Inc.  
2005 Cumberland Dr.  
Plainfield, IL 60586

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

### B. PREPARATION AND SUBMISSION OF PROPOSAL

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

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

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

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



**C. WITHDRAWAL OF PROPOSAL**

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

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

**D. SUBMISSION OF ALTERNATE BIDS**

Bidder may submit alternate bids provided that:

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

**E. BID DEPOSIT**

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

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

**F. SECURITY FOR PERFORMANCE**

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

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

**G. EQUIVALENT PRODUCTS**

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

**H. BASIS OF AWARD**

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

**I. ACCEPTANCE OF BID**

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

**J. CATALOGS**

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

**K. DELIVERY**

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

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

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

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

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

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

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

**1. POLICY INFORMATION.**

- A. Insurance Company \_\_\_\_\_
- B. Policy Number \_\_\_\_\_
- C. Policy Term: (From) \_\_\_\_\_ (To) \_\_\_\_\_
- D. Endorsement Effective Date \_\_\_\_\_
- E. Named Insured \_\_\_\_\_
- F. Address of Named Insured \_\_\_\_\_
- G. Limit of Liability Any One Occurrence/  
Aggregate \$ \_\_\_\_\_
- H. Deductible or Self-Insured Retention (Nil unless otherwise specified)  
\$ \_\_\_\_\_

**2. VERIFICATION OF COVERAGE**

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

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

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

**3. POLICY AMENDMENTS.**

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

**A. INSURED.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

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

**B. CONTRIBUTION NOT REQUIRED.**

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

**C. SEVERABILITY OF INTEREST.**

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

**D. SUBCONTRACTORS. (ALL COVERAGES)**

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



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

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

**G. SUBROGATION (WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)**  
The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by the successful Bidder for the Village.

**H. ACCEPTABILITY OF INSURERS. (ALL COVERAGES)**  
Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

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

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

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**

, as part of its bid on a

(Name of Contractor)

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

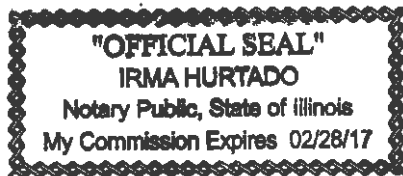
By: *Maria Lyman*  
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This day of 29 of August  
, 20 13.

MY COMMISSION EXPIRES:

2/28/17  
*Irma Hurtado*  
NOTARY PUBLIC



CONTRACT - Page One of Two

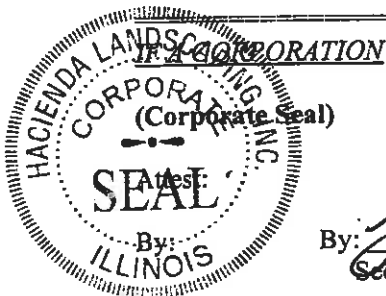
1. This agreement, made and entered into this day of 29, of August 2013, between the Village of Willowbrook, acting by and through its Mayor and Board of Trustees and \_\_\_\_\_
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, Hacienda Landscaping 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



CORPORATE NAME

Hacienda Landscaping Inc.

By: Jose J. Barman  
Secretary

Mar Lymen  
President

SUBSCRIBED AND SWORN BEFORE ME

This 29 day of August, 2013.

MY COMMISSION EXPIRES: 2/28/13

Irma Hurtado  
NOTARY PUBLIC



**CONTRACT -Page Two of Two**

**IF A PARTNERSHIP**

(Seal)

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(Seal)

---

(Seal)

---

(Seal)

---

PARTNERS DOING BUSINESS UNDER THE NAME OF

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SUBSCRIBED AND SWORN BEFORE ME

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

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

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

IF AN INDIVIDUAL

(Seal)

SUBSCRIBED AND SWORN BEFORE ME

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

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

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

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

### **A. INTENT**

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

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

The successful Bidder shall contact the Village of Willowbrook Department of Municipal Services at least seventy-two (72) hours before beginning work. Where required, electric, gas, telephone and cable utilities must be located in the field prior to construction. The Bidder is responsible for coordinating with JULIE. All locates must be marked prior to any digging. The Village bears no responsibility for damage done to existing utilities during construction.

### **C. TRAFFIC CONTROL AND PROTECTION**

Traffic control and protection - the successful Bidder's manner of prosecuting the work or revisions in the phasing of operations may require temporary traffic control devices to be installed. In such cases, all but not limited to, signs, signals, markings, traffic codes, barricades, warning lights, flagmen and other traffic control devices must conform with all provisions of the appropriate standards. The Village shall be the sole judge as to the acceptability of placement and maintenance of the traffic control devices prescribed in the appropriate standards. Said temporary traffic control devices shall be considered incidental to the contract and no compensation will be allowed.

### **D. EXAMINATION OF SITE**

The successful Bidder shall carefully examine the site and become familiar with the conditions under which he/she will have to execute the work required under this contract. Failure to do so will in no way relieve the successful Bidder of his/her responsibility under this contract.

### **E. ADDITIONAL WORK**

The Village reserves the right to order additional work during the course of construction. Prior to commencing any additional work, the successful Bidder shall submit his/her charges for performing the work and shall not proceed until the Village has approved the charges.

### **F. PREVAILING WAGES**

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

### **G. PROTECTION OF EXISTING FACILITIES**

Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the successful Bidder. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the successful Bidder when ordered to do so by the Village. All repairs of damage to existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work that becomes due.

### **H. BIDDER'S RESPONSIBILITY**

The successful Bidder shall be responsible for constructing the improvements in accordance with the specifications. The successful Bidder shall have available on the job site at all times during construction, a complete set of specifications with all revisions

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

**I. SITE CONDITION AND CLEAN-UP**

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

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

**J. TRESPASS ON LAND**

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

**K. COPIES OF DRAWINGS AND SPECIFICATIONS**

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

**L. PROTECTION OF PUBLIC**

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

**M. GUARANTEE**

All work and materials furnished under this contract shall be guaranteed by the Bidder against defects, failure, improper performance and non-compliance with the contract documents for a period of one (1) year after completion and acceptance of the work under this contract. During the guarantee period, the Bidder shall repair and replace, at his/her own expense, when so ordered by the Village, all work that develops defects whether these defects may be inherent in the functioning of the piece of operating equipment, materials furnished or workmanship performed. Any equipment or material that is



repaired or replaced shall have the guarantee period extended one (1) year from the date of the last repair or replacement.

**N. PAYMENT**

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

**O. ACCEPTANCE**

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

**P. INTERPRETATION OF CONTRACT DOCUMENTS**

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

**Q. WATER**

The Contractor will be responsible for supplying all water and associated materials for any construction activities including hoses, connectors and misc. appurtenances necessary for watering landscape, seeded areas and water needed for all remaining construction activities. The Contractor may use domestic water sources, such as hose bibs, etc. if available on-site and approved in writing by the Owner and/or local municipality. Otherwise, arrangements must be made by the Contractor to furnish all water needed for any construction activities at no expense to the Owner. **This includes watering the landscape and seeded area until final acceptance.**

**R. FINAL CLEANING**

Just prior to delivery of the job to the Owner, the Contractor shall perform a final cleaning of the curbs, sidewalks and parking lot and haul away from the job-site all debris created by his work on the building and surrounding area.

## PROJECT SCHEDULE

<u>Board Approval:</u>	September 2013
<u>Contract Awarded:</u>	September 2013
<u>Commencement of Work:</u>	September 23, 2013
<u>Completion:</u>	October 25, 2013

## PREVAILING WAGES

The general prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to execute the contract or perform the work, and the general prevailing rate for legal holiday and overtime work, as ascertained by the Village of Willowbrook or the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform such work and it shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the specified rates to all laborers, workers and mechanics employed by them in the execution of the contract or such work.

*A weekly certified payroll will be required from the successful bidder for all employees performing work at the job site until completion of project.*

**PROPOSAL FORM**  
**2013 WATERFORD PARK IMPROVEMENTS**  
**BID PACKAGE 5A – SHELTER & SITE FURNISHINGS**

Sealed Bids shall be received on or before **3: 00 PM CST August 29, 2013** at WILLOWBROOK VILLAGE HALL, 7760 Quincy Street, Willowbrook, Illinois 60527 at which time they will be publicly opened and read.

The total quantities on the bid form are approximate only. Payment shall be made on the following lump sums and/or the actual quantities of work performed at the contract prices specified on this form. Bidders must quote on all items within the proposal form. The Owner reserves the right to add or deduct from the item quantities or delete total items as the Owner's interest may be best served.

For the performance of all items of work, furnishing all materials, equipment, labor, staking and layout, etc. necessary to complete the project as shown on the plans and indicated in the specifications, we submit the following lump sum and unit prices:

<u>Item</u>	<u>Description</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Subtotal</u>
<b>A.</b>	<b>SITE FURNISHINGS</b>				
1.	Furnish & Install Shelter Structure Model No: 18'x18'x8' by Shade Systems Color: Frame-Latte Tan Roof-Forest Green (Parkreation)	1	EA	<u>\$ 8800</u>	<u>\$ 8800</u>
2.	Install Existing Benches	3	EA	<u>\$ 250</u>	<u>\$ 750</u>
3.	Install Picnic Tables (Surface Mount) Provided by Owner	4	EA	<u>\$ 300</u>	<u>\$ 1200</u>
4.	Install Litter Can & Recycling Bin (Surface Mount) Provided by Owner	1	EA	<u>\$ 200</u>	<u>\$ 200</u>
5.	Install Bike Rack (Surface Mount) Provided by Owner	1	EA	<u>\$ 150</u>	<u>\$ 150</u>
<b>WATERFORD PARK – BASE BID – PACKAGE 5A SHELTER &amp; SITE FURNISHINGS</b>				<u>\$ 11,100</u>	

**ADD ALTERNATE – PACKAGE B**

The costs below are for additional work to be considered for this project. For a change of materials, the cost of that item should be the difference from the cost of the original item in the Base Bid minus the cost of the Alternate.

State the amount to be added to the base bid to furnish and install the complete installation of the following alternate packages:

<u>Item</u>	<u>Description</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Subtotal</u>
<b>B.</b>	<b>SHELTER</b>				
1.	Furnish & Install Shelter Model No: SQ18M-P6 by ICON or Approved Equal Color: Frame-Surrey Beige Roof-Evergreen (Parkreation)	1	EA	18,000	18,000
<b>WATERFORD PARK – ADD ALTERNATE B</b>				\$	18,000

**BID RECAPITULATION WATERFORD PARK – BID PACKAGE 5A –SITE FURNISHINGS:**

WATERFORD PARK – BASE BID	\$ <u>11,100</u>
WATERFORD PARK – ADD ALTERNATE B	\$ <u>18,000</u>
TOTAL – BID PACKAGE 5A – SITE FURNISHINGS (BASE BID & ADD ALTERATE B)	\$ <u>29,100</u>

**BID PARAMETERS:** Please check each box to acknowledge understanding and compliance of said parameters.

- ☒ The bidder hereby agrees to provide all labor, materials, tools, staking and equipment required to complete project construction in conformance with the terms of the Contract Documents.
- ☒ The bidder has included the construction schedule for this project as required by these bid documents.
- ☒ The Bidder understands that a properly certified check, bank draft, cashier's check or bid bond payable to the Village of Willowbrook for not less than five (5%) percent of the total bid amount will be required for each bid.

Form of Bid Security Bid Bond in the amount of \$ 10% is enclosed.

BID WILL BE AWARDED TO LOWEST RESPONSIBLE TOTAL BASE BID AMOUNT WITH ANY ACCEPTED ALTERNATE PACKAGE AND/OR SPECIFIC ITEMS WITHIN THE BID.

SIGNATURE: Muri Lyman  
TITLE: President

1. Firm Name: Hacienda Landscaping Inc.
2. Address (Street): 2005 Cumberland Dr.  
(City, state, zip): Plainfield, IL 60586
3. Phone: 815-782-6493
4. Date: 8/29/13

## ADDENDUM

Each Bidder for this project shall be responsible for acknowledging all addenda that he has received during the bidding period. In the appropriate place, please sign for each addendum received.

ADDENDUM NO. 1:

Min Gynman President  
Signature Title

ADDENDUM NO. 2:

\_\_\_\_\_

ADDENDUM NO. 3:

\_\_\_\_\_

## REFERENCES

The Contractor must list at least four (4) references, including at least one (1) governmental unit, 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: See Attach  
Address: \_\_\_\_\_  
Phone # / Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dates of Service (from – to): \_\_\_\_\_

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

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

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

# HACIENDA LANDSCAPING INC

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2005 CUMBERLAND DR PLAINFIELD, IL 60586 PHONE: 815-577-0581 FAX: 815-436-0566 e-mail  
guzman1940@yahoo.com

## REFERENCE

### Projects Completed

1) Project Name: Northampton Park -Installation of Playground, pour in place, site furnishing  
Project Location: Oswego, IL  
Project Budget: \$140,843.00  
Owner's Name: Oswegoland Park District  
313 E Washington St  
Oswego, IL 60543  
Contact person: Chad Feldotto  
Phone: 630-554-1010  
Complete: June 2012

2) Project Name: Kipling Elementary School - Installation of Playground  
Project Location: Kipling Elementary School  
Project Budget: \$140,797.00  
Owner's Name: Deerfield Park District  
836 Jewett Park Drive  
Deerfield, IL 60015  
Contact Person: Jay Zahn  
Phone: 847-572-2670  
Complete: August 17, 2012

3) Project Name: Memorial Park Bld Package 6AA -Concrete Work  
Project Location: Midlothian, IL  
Project Budget: \$16,252.00  
Owner's Name: Midlothian Park District  
Contact Person: Robert Martin (architect)  
Phone: 630-577-9445  
Complete: August 17, 2012



**4) Project Name: Sunnydale Park Border Replacement - Concrete work**

**Project Location: Woodridge, IL**

**Project Budget: \$19,101.53**

**Owner's Name: Woodridge Park District**

**2600 Center Drive**

**Woodridge, IL 60517**

**Contact: Ryan Bordewick**

**Phone: 630-353-3300**

**Complete: Sept 2012**

**5) Project Name: Sesquicentennial Park - Installation of Playground**

**Project Location: Sesquicentennial Park Des Plaines, IL**

**Project Budget: \$40,173.00**

**Owner's Name: Des Plaines Park District**

**2222 Birch Drive**

**Des Plaines, IL**

**Contact Person: Doug Dohlen**

**Phone: 847-391-5744**

**Completed: Sept. 2012**

**6) Project Name: Sidewalk Repairs -Concrete**

**Project Location: Various Parks**

**Project Budget: \$19,102.75**

**Owner's Name: Naperville Park District**

**425 W Jackson Ave**

**Naperville, IL 60540**

**Contact Person: Jessica Burgdorf**

**Phone: 630-864-3944**

**Complete: October 2012**

**7) Project Name: Harris Fawell Park -Concrete, Infield mix and site furnishing, fence.**

**Project Location: Naperville, IL**

**Project Budget: \$103,991.65**

**Owner's Name: Naperville Park District**

**425 W Jackson Ave**

**Naperville, IL 60540**

**Contact Person: Jessica Burgdorf**

**Phone: 630-864-3944**

**Complete: December 2012**

### **III. TERMS AND CONDITIONS OF THE SPECIFIC PROJECT**

#### **SECTION 129300 – SITE FURNISHINGS**

##### **PART 1 - GENERAL**

###### **1.1 SUBMITTALS**

- A. Product Data:** For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, finishes, field-assembly requirements, and installation details.
- B. Samples for Initial Selection:** For units with factory-applied color finishes.
- C. Samples for Verification:** For each type of exposed finish required, prepared on Samples of size indicated below.
  - 1. Size:** Not less than 6-inch long linear components and 4-inch square sheet components.
- D. Product Schedule:** For site and street furnishings. Use same designations indicated on Drawings.
- E. Material Certificates:** For site and street furnishings, signed by manufacturers.
  - 1. Recycled plastic.**
- F. Maintenance Data:** For site and street furnishings to include in maintenance manuals.

##### **PART 2 - INSTALLATION**

###### **2.1 EXAMINATION**

- A. Examine areas and conditions,** with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance.
- B. Proceed with installation only after** unsatisfactory conditions have been corrected.

###### **2.2 INSTALLATION, GENERAL**

- A. Comply with manufacturer's written installation instructions,** unless more stringent requirements are indicated. Complete field assembly of site and street furnishings, where required.
- B. Unless otherwise indicated,** install site and street furnishings after landscaping and paving have been completed.

- C. Install site and street furnishings level, plumb, true, and positioned at locations indicated on Drawings and approved locations by Owner.
- D. Post Setting: Set cast-in support posts in concrete footing with smooth top, shaped to shed water. Protect portion of posts above footing from concrete splatter. Verify that posts are set plumb or at correct angle and are aligned and at correct height and spacing. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.
- E. Posts Set into Voids in Concrete: Form or core-drill holes for installing posts in concrete to depth recommended in writing by manufacturer of site and street furnishings and 3/4 inch (20 mm) larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with non-shrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions, with top smoothed and shaped to shed water. Install expansion joint per detail.
- F. Pipe Sleeves: Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with nonshrink, nonmetallic grout, or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions, with top smoothed and shaped to shed water. Install expansion joint per detail.

## 2.3 CLEANING

- A. After completing site and street furnishing installation, inspect components. Remove spots, dirt, and debris. Repair damaged finishes to match original finish or replace components.

END OF SECTION 129300

## 2013 Waterford Park Improvements - Bid Package 5A Site Furnishings Installation

August 8, 2013

USE SPECIFIED GRANULAR MATERIAL TO BACKFILL ALL STRUCTURE EXCAVATIONS AND CONDUIT TRENCHES WITHIN AND IMMEDIATELY ADJACENT TO FUTURE PAVEMENT AREAS.

**Kristin Volante**

LS-100

# COVER SHEET

[illegible]

CALL JULIE AT LEAST TWO DAYS BEFORE  
BEGINNING EXCAVATION ACTIVITIES  
1-800-892-0123

G-000-5A

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PARKS & RECREATION DEPARTMENT

THE VILLAGE OF  
**WILLOWBROOK**  
2013 WATERFORD  
PARK IMPROVEMENTS

**Design Perspectives**  
CONTEMPORARY DESIGNERS

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

## In Association With

[illegible]

DATE: 8/6/2013  
JOB NO.: 13-5812-5A  
DRAWN BY: MJA  
CHECKED BY: TS

**DRAWING TITLE:**  
**COVER SHEET**

REV.	COMMENT	DATE

SCALE:

DATE: 8/6/2013  
 JOB NO: 12-0012-0A  
 DRAWING NO: 12-0012-0A  
 CHECKED BY: TS

DRAWING TITLE:  
**SITE PLAN**

SHEET NO.:  
**LS-100-5A**

DESIGN PERSPECTIVES INC. ALL RIGHTS RESERVED

# SITE FURNISHING SCHEDULE

## ITEM NO. DESCRIPTION

- 100 BENCH  
INSTALL EXISTING BENCHES
- 101 FENCE  
INSTALL EXISTING FENCE  
SURFACE MOUNTED APPLICATION
- 102 ADA PICNIC TABLE  
INSTALL OWNER PROVIDED  
SURFACE MOUNTED APPLICATION
- 103 UTILITY CAN  
INSTALL OWNER PROVIDED  
SURFACE MOUNTED APPLICATION
- 104 RECYCLING CAN  
INSTALL OWNER PROVIDED  
SURFACE MOUNTED APPLICATION
- 105 BEE HIVE  
INSTALL OWNER PROVIDED  
SURFACE MOUNTED APPLICATION
- 106 SHADE STRUCTURE  
SHADE STRUCTURE: FABRIC SHADE STRUCTURE: 7' X 10' METAL  
COLOR FRAME: LATE TAN / LATE FOREST GREEN

TOP OF FOOTING  
 FLUSH WITH AND  
 FINISH WITH MEDIUM  
 BROOM  
 POURED IN PLACE  
 SAFETY SURFACE

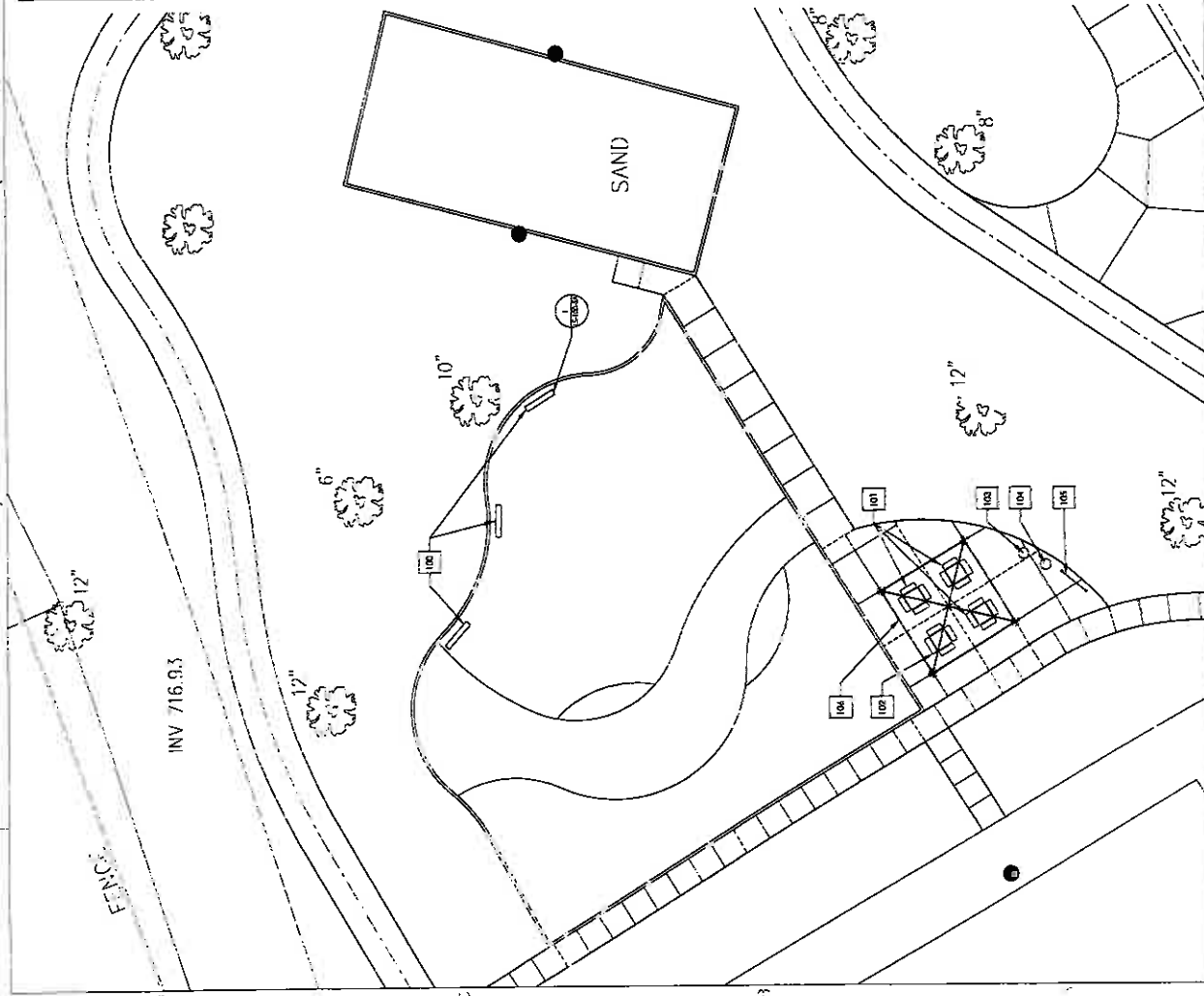
FOOTING

## 1 BENCH FOOTING

SURVEY INFORMATION PROVIDED BY  
 MICHIGAN TECHNICAL CONSULTANTS



NORTH



# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT – BID PACKAGE 6A – LANDSCAPING, WATERFORD PARK IMPROVEMENT PROJECT – HACIENDA LANDSCAPING, PLAINFIELD, IL

AGENDA NO. **13**

AGENDA DATE: 9/9/13

**STAFF REVIEW:** Kristin Violante,  
Superintendent of Parks & Recreation

SIGNATURE:

*Kristin Violante*

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

SIGNATURE:

*THOMAS BASTIAN TH*

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

SIGNATURE:

*T. Halik*

**REVIEWED & APPROVED BY PARK COMMISSION:** YES ☒ on 9/3/13 NO ☐ N/A ☐

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

On Friday, August 30, 2013, beginning at 2:00 PM, six (6) public bid openings were held for various work needed to complete the 2013 Waterford Park Improvement Project. Each separate portion of the overall project included multiple bids, which indicates a good showing of interest for the projects. The following is a summary of the low bids received and the overall project costs:

VENDOR	Portion of Work	Low Bid
RNR Contractors, Morris, IL	#1A - Grading	\$40,065.30
The Kenneth Company, Lemont, IL	#2A - Concrete Paving	\$40,367.00
Matthews Paving, Oak Lawn, IL	#3A - Asphalt Paving	\$18,500.00
Continental Construction, Evanston, IL	#4A - Playground Surfacing	\$71,400.00
Hacienda Landscaping	#5A - Shelter & Site Furnishings	\$11,100.00
Hacienda Landscaping	#6A - Landscaping	\$20,217.00

<b>SUB TOTAL:</b>	<b>\$201,649.30</b>
+ Consultant Expenses (G.C. contract):	\$13,250.00
+ picnic tables (separate from bid project):	\$4,000.00

<b>TOTAL:</b>	<b>\$218,899.30</b>
---------------	---------------------

Staff would recommend that the proposals submitted by the above listed vendors be accepted to perform the described work. The project General Contractor, Tod Stanton from Design Perspectives, has previously worked with five out of the six vendors. Staff has contacted the supplied references for all vendors, and no negative comments were received. If approved, the project would start later this month.

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

A total of \$200,000 was earmarked within the F.Y. 2013/14 Budget for this project. Although the overall project came in \$18,899.30 above our estimate, there is available funding within the Special Recreation Services Fund to cover the overage:

FUND	ACCOUNT	DESCRIPTION	BUDGETED
Land – Facility Renovation	14-75-930-415	Facilities	\$200,000.00
SR Services – Expenditure	01-20-590-521	ADA Park Improve.	\$20,985.00 (remaining)

**ACTION PROPOSED:** Adopt resolution. The contract includes the landscaping portion of the project work only.



MEMO

To: Tim Halik  
From: Tod Stanton  
Date: September 1, 2013

**RE: Bid Evaluation for Waterford Park 2013 Park Improvements**

We are pleased to provide this short memo outlining the approach to the contracts to be let for the project.

**Overview of Bids:**

We are pleased to report that we had a good overall showing of interest within these projects. The following are the lowest bidders and locations for the individual bid packages:

Package 1A	Grading	RNR Contractors Morris, IL
Package 2A	Concrete Paving	The Kenneth Company Lemont, IL
Package 3A	Asphalt Paving	Matthews Paving Oak Lawn, IL
Package 4A	Playground Safety Surfacing	Continental Construction Evanston, IL
Package 5A	Shelter & Site Furnishings	Hacienda Landscaping Plainfield, IL
Package 6A	Landscaping	Hacienda Landscaping Plainfield, IL

## **Recommendations:**

### **Bid Package 1A – Grading**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 1A –Grading to RNR Contractors in the not to exceed amount of \$40,065.30.

### **Bid Package 2A – Concrete**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 2A –Concrete to The Kenneth Company in the not to exceed amount of \$40,367.00.

### **Bid Package 3A – Asphalt**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 3A –Asphalt to Matthews Paving in the not to exceed amount of \$18,500.00. **Do not accept Add Alternate A which would have the path paved in asphalt and color coated in dark brown color.**

### **Bid Package 4A – Playground Safety Surface**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 4A –Playground Safety Surface to Continental Construction in the not to exceed amount of \$71,400.00.

### **Bid Package 5A – Shelter & Site Furnishings**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 5A –Shelter & Site Furnishings to Hacienda Landscaping in the not to exceed amount of \$11,100.00. **Do not accept Add Alternate B which is an all metal shelter.**

### **Bid Package 6A – Landscaping**

Award the Construction Contract for the 2013 Waterford Park Improvements Package 6A –Landscaping to Hacienda Landscaping in the not to exceed amount of \$20,217.00.



We have worked with all the contractors listed here except RNR Contractors. We will call references on Tuesday, but we did speak to Rick from RNR Contractors at length about this project and answered his questions regarding bid package 1A – grading.

## Project Name: Waterford Park Improvements

**Bid Opening: 3:15 p.m. Friday, August 30, 2013**

**Witness: Kristin Violante & Garrett Hummel**



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

## **Mayor**

Frank A. Trilla

## **Village Clerk**

Leroy R. Hansen

## **Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

## **Village Administrator**

Tim Halik

## **Chief of Police**

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

## LEGAL NOTICE

### REQUEST FOR BIDS

Notice is hereby given that the Village of Willowbrook is seeking bids for **Landscaping associated with the Waterford Park project**, in accordance with specifications currently on file and which may either be picked up in the office of the Village of Willowbrook Village Hall, located at 7760 Quincy Street, Willowbrook, Illinois 60527, or obtained on the Village's website: [www.willowbrookil.org](http://www.willowbrookil.org). Completed bids are due in the office no later than 3:15p.m. on Friday, August 30, 2013 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.

Questions should be directed to:

Kristin Violante, Superintendent of Parks & Recreation  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527  
630-920-2251 office, 630-323-0787 fax  
[kviolante@willowbrook.il.us](mailto:kviolante@willowbrook.il.us)

RESOLUTION NO. 13-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK  
TO EXECUTE A CERTAIN CONTRACT – BID PACKAGE 6A –  
LANDSCAPING, WATERFORD PARK IMPROVEMENT PROJECT –  
HACIENDA LANDSCAPING, PLAINFIELD, IL

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BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized to execute a certain contract with Hacienda Landscaping, Inc. to complete the landscaping work associated with the 2013 Waterford Park Improvement Project in an amount not to exceed \$20,217.00, as set forth in the contract attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 9<sup>th</sup> day of September, 2013

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

**SPECIFICATIONS AND CONTRACT DOCUMENTS**  
for  
**2013 Waterford Park Improvements**  
**Bid Package 6A – Landscape**

Required For Use By:

**VILLAGE OF WILLOWBROOK**  
Willowbrook, Illinois 60527  
August 16, 2013

**CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE 15**

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

**BIDS TO BE EXECUTED IN DUPLICATE**

**ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC**  
**ALL INSURANCE REQUIREMENTS MUST BE MET**

CONTRACT PERIOD:	Completion Date: November 1, 2013
PROJECT NUMBER:	13-5812-6A
BID DEPOSIT: (Certified Check, Bank Cashier's Check or Bid Bond)	5% of Bid Amount (See Page 4)
PERFORMANCE BOND(S) REQUIRED:	Yes
DRAWINGS:	Yes G-000-6A Cover Sheet LP-100-6A Planting Plan LP-500 -6A Planting Details
BID OPENING – DATE/TIME/LOCATION:	3:15 PM CST August 29, 2013 WILLOWBROOK VILLAGE HALL 7760 Quincy Street Willowbrook, Illinois 60527

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

Tim Halik  
Village Administrator

### **BID NOTICE**

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

**Bid Item:** 2013 Waterford Park Improvements  
Bid Package 6A – Landscaping

**Bid Opening:** 3:15 PM CST August 29, 2013

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

**The work required under the specifications of this contract consists of landscape installation.**

The Village may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Village all information and data for this purpose as the Village may request. The Village reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the Village that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Conditional Bids will not be accepted.

Bidders are invited to attend a pre-bid meeting to be held on **Monday August 26<sup>th</sup> at 2:00 p.m.** at the Willowbrook Village Hall, 7760 Quincy Street, Willowbrook, IL 60527. **This meeting is not mandatory.**

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:

Hacienda Landscaping Inc.  
2005 Cumberland Dr  
Plainfield, IL 60586

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

### B. PREPARATION AND SUBMISSION OF PROPOSAL

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

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

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

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

**C. WITHDRAWAL OF PROPOSAL**

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

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

**D. SUBMISSION OF ALTERNATE BIDS**

Bidder may submit alternate bids provided that:

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

**E. BID DEPOSIT**

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

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

**F. SECURITY FOR PERFORMANCE**

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

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

**G. EQUIVALENT PRODUCTS**

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

**H. BASIS OF AWARD**

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



**I. ACCEPTANCE OF BID**

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

**J. CATALOGS**

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

**K. DELIVERY**

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

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

**U. EQUAL EMPLOYMENT OPPORTUNITY**

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

**EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the contractor's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of the Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State

of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

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

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

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

Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### **SUBCONTRACTS**

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

#### **CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES**

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

#### **V. INSURANCE SPECIFICATIONS**

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

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

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

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

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

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

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

**1. POLICY INFORMATION.**

- A. Insurance Company \_\_\_\_\_
- B. Policy Number \_\_\_\_\_
- C. Policy Term: (From) \_\_\_\_\_ (To) \_\_\_\_\_
- D. Endorsement Effective Date \_\_\_\_\_
- E. Named Insured \_\_\_\_\_
- F. Address of Named Insured \_\_\_\_\_
- G. Limit of Liability Any One Occurrence/  
Aggregate \$ \_\_\_\_\_
- H. Deductible or Self-Insured Retention (Nil unless otherwise specified)  
\$ \_\_\_\_\_

**2. VERIFICATION OF COVERAGE**

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

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

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

**3. POLICY AMENDMENTS.**

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

**A. INSURED.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

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

**B. CONTRIBUTION NOT REQUIRED.**

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

**C. SEVERABILITY OF INTEREST.**

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

**D. SUBCONTRACTORS. (ALL COVERAGES)**

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

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

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

**G. SUBROGATION** (WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)

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

**H. ACCEPTABILITY OF INSURERS.** (ALL COVERAGES)  
Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

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

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

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**

, as part of its bid on a

(Name of Contractor)

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

By: *[Signature]*  
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This day of August 28  
, 20 13.

MY COMMISSION EXPIRES:

2/28/17  
*Irma Hurtado*  
NOTARY PUBLIC



CONTRACT – Page One of Two

1. This agreement, made and entered into this day of August 28 2013, between the Village of Willowbrook acting by and through its Mayor and Board of Trustees and Hacienda Landscaping
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto Hacienda Landscaping 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:

By:

Village Clerk

Village Administrator

IF A CORPORATION



CORPORATE NAME

Hacienda Landscaping  
Maria Lymen

By:

Secretary

President

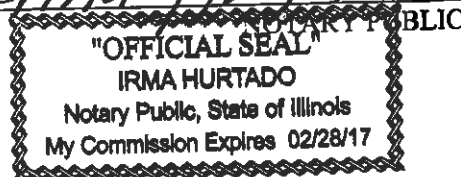
SUBSCRIBED AND SWORN BEFORE ME

This 28 day of August, 2013

MY COMMISSION EXPIRES:

2/28/17

Irma Hurtado



CONTRACT -Page Two of Two

**IF A PARTNERSHIP**

(Seal)

(Seal)

(Seal)

(Seal)

PARTNERS DOING BUSINESS UNDER THE NAME OF

SUBSCRIBED AND SWORN BEFORE ME

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

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

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

IF AN INDIVIDUAL

(Seal)

SUBSCRIBED AND SWORN BEFORE ME

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

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

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

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

### **A. INTENT**

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

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

The successful Bidder shall contact the Village of Willowbrook Department of Municipal Services at least seventy-two (72) hours before beginning work. Where required, electric, gas, telephone and cable utilities must be located in the field prior to construction. The Bidder is responsible for coordinating with JULIE. All locates must be marked prior to any digging. The Village bears no responsibility for damage done to existing utilities during construction.

### **C. TRAFFIC CONTROL AND PROTECTION**

Traffic control and protection - the successful Bidder's manner of prosecuting the work or revisions in the phasing of operations may require temporary traffic control devices to be installed. In such cases, all but not limited to, signs, signals, markings, traffic codes, barricades, warning lights, flagmen and other traffic control devices must conform with all provisions of the appropriate standards. The Village shall be the sole judge as to the acceptability of placement and maintenance of the traffic control devices prescribed in the appropriate standards. Said temporary traffic control devices shall be considered incidental to the contract and no compensation will be allowed.

### **D. EXAMINATION OF SITE**

The successful Bidder shall carefully examine the site and become familiar with the conditions under which he/she will have to execute the work required under this contract. Failure to do so will in no way relieve the successful Bidder of his/her responsibility under this contract.

### **E. ADDITIONAL WORK**

The Village reserves the right to order additional work during the course of construction. Prior to commencing any additional work, the successful Bidder shall submit his/her charges for performing the work and shall not proceed until the Village has approved the charges.

### **F. PREVAILING WAGES**

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

### **G. PROTECTION OF EXISTING FACILITIES**

Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the successful Bidder. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the successful Bidder when ordered to do so by the Village. All repairs of damage to existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work that becomes due.

### **H. BIDDER'S RESPONSIBILITY**

The successful Bidder shall be responsible for constructing the improvements in accordance with the specifications. The successful Bidder shall have available on the job site at all times during construction, a complete set of specifications with all revisions

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

**I. SITE CONDITION AND CLEAN-UP**

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

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

**J. TRESPASS ON LAND**

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

**K. COPIES OF DRAWINGS AND SPECIFICATIONS**

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

**L. PROTECTION OF PUBLIC**

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

**M. GUARANTEE**

All work and materials furnished under this contract shall be guaranteed by the Bidder against defects, failure, improper performance and non-compliance with the contract documents for a period of one (1) year after completion and acceptance of the work under this contract. During the guarantee period, the Bidder shall repair and replace, at his/her own expense, when so ordered by the Village, all work that develops defects whether these defects may be inherent in the functioning of the piece of operating equipment, materials furnished or workmanship performed. Any equipment or material that is

repaired or replaced shall have the guarantee period extended one (1) year from the date of the last repair or replacement.

**N. PAYMENT**

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

**O. ACCEPTANCE**

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

**P. INTERPRETATION OF CONTRACT DOCUMENTS**

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

**Q. WATER**

The Contractor will be responsible for supplying all water and associated materials for any construction activities including hoses, connectors and misc. appurtenances necessary for watering landscape, seeded areas and water needed for all remaining construction activities. The Contractor may use domestic water sources, such as hose bibs, etc. if available on-site and approved in writing by the Owner and/or local municipality. Otherwise, arrangements must be made by the Contractor to furnish all water needed for any construction activities at no expense to the Owner. **This includes watering the landscape and seeded area until final acceptance.**

**R. FINAL CLEANING**

Just prior to delivery of the job to the Owner, the Contractor shall perform a final cleaning of the curbs, sidewalks and parking lot and haul away from the job-site all debris created by his work on the building and surrounding area.



## **PROJECT SCHEDULE**

<u>Board Approval:</u>	September 2013
<u>Contract Awarded:</u>	September 2013
<u>Commencement of Work:</u>	September 23, 2013
<u>Completion:</u>	November 1, 2013

## **PREVAILING WAGES**

The general prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to execute the contract or perform the work, and the general prevailing rate for legal holiday and overtime work, as ascertained by the Village of Willowbrook or the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform such work and it shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the specified rates to all laborers, workers and mechanics employed by them in the execution of the contract or such work.

*A weekly certified payroll will be required from the successful bidder for all employees performing work at the job site until completion of project.*

**PROPOSAL FORM**  
**2013 WATERFORD PARK IMPROVEMENTS**  
**BID PACKAGE 6A – LANDSCAPE**

Sealed Bids shall be received on or before **3: 15 PM CST August 29, 2013** at **WILLOWBROOK VILLAGE HALL, 7760 Quincy Street, Willowbrook, Illinois 60527** at which time they will be publicly opened and read.

The total quantities on the bid form are approximate only. Payment shall be made on the following lump sums and/or the actual quantities of work performed at the contract prices specified on this form. Bidders must quote on all items within the proposal form. The Owner reserves the right to add or deduct from the item quantities or delete total items as the Owner's interest may be best served.

For the performance of all items of work, furnishing all materials, equipment, labor, staking and layout, etc. necessary to complete the project as shown on the plans and indicated in the specifications, we submit the following lump sum and unit prices:

<u>Item</u>	<u>Description</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Subtotal</u>
<b>A.</b>	<b>LANDSCAPE</b>				
1.	Furnish & Install Red Maple	3	EA	<u>\$320</u>	<u>\$960</u>
2.	Furnish & Install River Birch	3	EA	<u>\$640</u>	<u>\$1920</u>
3.	Furnish & Install Hackberry	3	EA	<u>\$250</u>	<u>\$750</u>
4.	Furnish & Install "Little Bunny" Fountain Grass	175	EA	<u>\$17</u>	<u>\$2975</u>
5.	Furnish & Install Pardon Me Daylily	156	EA	<u>\$15</u>	<u>\$2340</u>
6.	Furnish & Install Moonshine Yarrow	266	EA	<u>\$17</u>	<u>\$4522</u>
7.	Furnish & Install Seed 1 with Blanket	15,000	SF	<u>\$0.45</u>	<u>\$6750</u>

**WATERFORD PARK – BASE BID – PACKAGE 6A**  
**LANDSCAPE**

\$ 20,217.

**BID PARAMETERS: Please check each box to acknowledge understanding and compliance of said parameters.**

☒ The bidder hereby agrees to provide all labor, materials, tools, staking and equipment required to complete project construction in conformance with the terms of the Contract Documents.

☒ The bidder has included the construction schedule for this project as required by these bid documents.

☒ The Bidder understands that a properly certified check, bank draft, cashier's check or bid bond payable to the Village of Willowbrook for not less than five (5%) percent of the total bid amount will be required for each bid.

Form of Bid Security Bid Bond in the amount of \$ 100,000 is enclosed.

**BID WILL BE AWARDED TO LOWEST RESPONSIBLE TOTAL BASE BID  
AMOUNT WITH ANY ACCEPTED ALTERNATE PACKAGE AND/OR  
SPECIFIC ITEMS WITHIN THE BID.**

SIGNATURE: \_\_\_\_\_

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

1. Firm Name: Hacienda Landscaping Inc.
2. Address (Street): 2005 Cumberland Dr.  
(City, state, zip): Plainfield, IL 60586
3. Phone: 815-782-6493
4. Date: 8/28/13

## ADDENDUM

Each Bidder for this project shall be responsible for acknowledging all addenda that he has received during the bidding period. In the appropriate place, please sign for each addendum received.

ADDENDUM NO. 1: Munir Hymun President  
Signature Title

ADDENDUM NO. 2: \_\_\_\_\_

ADDENDUM NO. 3: \_\_\_\_\_

## REFERENCES

The Contractor must list at least four (4) references, including at least one (1) governmental unit, 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:

See Attach

Address:

Phone # / Fax #:

Contact Person:

Dates of Service (from – to):

Company Name:

Address:

Phone # / Fax #:

Contact Person:

Dates of Service (from – to):

Company Name:

Address:

Phone # / Fax #:

Contact Person:

Dates of Service (from – to):

Company Name:

Address:

Phone # / Fax #:

Contact Person:

Dates of Service (from – to):

### **III. TERMS AND CONDITIONS OF THE SPECIFIC PROJECT**

#### **SECTION 323200 - TURF AND GRASSES**

##### **PART 1 - GENERAL**

###### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

###### **1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Seeding.
- B. Related Sections include the following:
  - 1. Division 2 Section "Site Clearing" for topsoil stripping and stockpiling.
  - 2. Division 2 Section "Earthwork" for excavation, filling and backfilling, and rough grading.

###### **1.3 DEFINITIONS**

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- C. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.

###### **1.4 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
  - 1. Certification of each seed mixture for turfgrass and prairie, identifying source, including name and telephone number of supplier.

# HACIENDA LANDSCAPING INC

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2005 CUMBERLAND DR PLAINFIELD, IL 60586 PHONE: 815-577-0581 FAX: 815-436-0566 e-mail  
guzman1940@yahoo.com

## REFERENCE

### Projects Completed

1) Project Name: Northampton Park -Installation of Playground, pour in place, site furnishing  
Project Location: Oswego, IL  
Project Budget: \$140,843.00  
Owner's Name: Oswegoland Park District  
313 E Washington St  
Oswego, IL 60543  
Contact person: Chad Feldotto  
Phone: 630-554-1010  
Complete: June 2012

2) Project Name: Kipling Elementary School - Installation of Playground  
Project Location: Kipling Elementary School  
Project Budget: \$140,797.00  
Owner's Name: Deerfield Park District  
836 Jewett Park Drive  
Deerfield, IL 60015  
Contact Person: Jay Zahn  
Phone: 847-572-2670  
Complete: August 17, 2012

3) Project Name: Memorial Park Bld Package 6AA -Concrete Work  
Project Location: Midlothian, IL  
Project Budget: \$16,252.00  
Owner's Name: Midlothian Park District  
Contact Person: Robert Martin (architect)  
Phone: 630-577-9445  
Complete: August 17, 2012





**4) Project Name: Sunnydale Park Border Replacement - Concrete work**

**Project Location: Woodridge, IL**

**Project Budget: \$19,101.53**

**Owner's Name: Woodridge Park District**

**2600 Center Drive**

**Woodridge, IL 60517**

**Contact: Ryan Bordewick**

**Phone: 630-353-3300**

**Complete: Sept 2012**

**5) Project Name: Sesquicentennial Park - Installation of Playground**

**Project Location: Sesquicentennial Park Des Plaines, IL**

**Project Budget: \$40,173.00**

**Owner's Name: Des Plaines Park District**

**2222 Birch Drive**

**Des Plaines, IL**

**Contact Person: Doug Dohlen**

**Phone: 847-391-5744**

**Completed: Sept. 2012**

**6) Project Name: Sidewalk Repairs -Concrete**

**Project Location: Various Parks**

**Project Budget: \$19,102.75**

**Owner's Name: Naperville Park District**

**425 W Jackson Ave**

**Naperville, IL 60540**

**Contact Person: Jessica Burgdorf**

**Phone: 630-864-3944**

**Complete: October 2012**

**7) Project Name: Harris Fawell Park -Concrete, infield mix and site furnishing, fence.**

**Project Location: Naperville, IL**

**Project Budget: \$103,991.65**

**Owner's Name: Naperville Park District**

**425 W Jackson Ave**

**Naperville, IL 60540**

**Contact Person: Jessica Burgdorf**

**Phone: 630-864-3944**

**Complete: December 2012**



- C. **Product Certificates:** For fertilizers, by product manufacturer.
- D. **Qualification Data:** For landscape Installer.
- E. **Material Test Reports:** For existing surface soil and imported topsoil.
- F. **Planting Schedule:** Indicating anticipated planting dates for each type of planting.

#### **1.5 QUALITY ASSURANCE**

- A. **Installer Qualifications:** A qualified landscape installer whose work has resulted in successful lawn and prairie establishment.
  - 1. **Installer's Field Supervision:** Require Installer to maintain an experienced full-time supervisor that can clearly communicate and provide understanding to all interested parties on Project site when planting is in progress.
- B. **Pre-installation Conference:** Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

#### **1.6 DELIVERY, STORAGE, AND HANDLING**

- A. **Seed:** Deliver seed in original sealed, labeled, and undamaged containers.

#### **1.7 SCHEDULING**

- A. **Planting Restrictions:** Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
  - 1. **Planting for Seed:** 4/1 – 6/1 & 8/16 – 10/15
- B. **Weather Limitations:** Proceed with planting only when existing and forecasted weather conditions permit.

#### **1.8 LAWN MAINTENANCE**

- A. **Begin maintenance immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:**
  - 1. **Seeded Lawns:** 60 days from date of Substantial Completion.
    - a. **When full maintenance period has not elapsed before end of planting season, or if lawn is not fully established, continue maintenance during next planting season.**
- B. **Maintain and establish lawn by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth lawn.**

1. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch. Anchor as required to prevent displacement.
- C. Watering: Provide all water and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawn uniformly moist to a depth of 4 inches (100 mm).
1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
  2. Water lawn at a minimum rate of 1 inch (25 mm) per week.
- D. Mow lawn as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 40 percent of grass height. Remove no more than 40 percent of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
1. Mow lawn grass 2 inches (38 to 50 mm) high.
- E. Lawn Postfertilization: Apply fertilizer after initial mowing and when grass is dry.
1. Uniformly distribute fertilizer by mechanical means at the rate of 20 pounds per 1000 sq. ft.
  2. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.

## PART 2 - PRODUCTS

### TURFGRASS SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species: Seed can be obtained at National Seed (630) 963-8787.
  1. SEED1: Seed of grass species shall be 70% Kentucky Bluegrass (NuChicago), 20% Tall Fescue & 10% Perennial Rye or Equal: The mix is to be applied at a rate of 600 lbs/acre.
- C. Ground Stabilization Geotextile: Woven geotextile fabric, manufactured for ground stabilization applications.
  1. Products: North American Green DS75, or Equal. Color: Natural

## GENERAL TOPSOIL

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 4 percent organic material content; free of stones 1 inch (25 mm) or larger in any dimension and other extraneous materials harmful to plant growth.
  - 1. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
    - a. Supplement with imported topsoil from off-site sources when quantities are insufficient. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches (100 mm) deep.

## 2.4 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent and as follows:
  - 1. Class: Class O, with a minimum 95 percent passing through No. 8 (2.36-mm) sieve and a minimum 55 percent passing through No. 60 (0.25-mm) sieve.
- B. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- C. Perlite: Horticultural perlite, soil amendment grade.
- D. Agricultural Gypsum: Finely ground, containing a minimum of 90 percent calcium sulfate.
- E. Sand: Clean, washed, natural or manufactured, free of toxic materials.

## ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch (25-mm) sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
  - 1. Organic Matter Content: 50 to 60 percent of dry weight.
- B. Peat: Sphagnum peat moss, partially decomposed, finely divided or granular texture, with a pH range of 3.4 to 4.8.
- C. Peat: Finely divided or granular texture, with a pH range of 6 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having a water-absorbing capacity of 1100 to 2000 percent.
- D. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

## PLANTING ACCESSORIES

- A. Selective Herbicides: EPA registered and approved, of type recommended by manufacturer for application for site conditions and approved by landscape architect.

### 2.5 FERTILIZER

- A. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
  - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

### 2.6 PLANTING SOIL MIX

- A. Planting Soil Mix: Mix topsoil with the following soil amendments and fertilizers in the following quantities:
  - 1. Contractor to amend imported topsoil to produce satisfactory planting soil.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas to receive lawns and grass for compliance with requirements and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

### 3.3 LAWN PREPARATION

- A. Limit lawn subgrade preparation to areas to be planted.
- B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 8 inches (200 mm). Remove stones larger than 1 inch (25 mm) in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

- 1. Apply slow release fertilizer directly to subgrade before loosening.

2. Thoroughly blend planting soil mix off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil mix.
    - a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
    - b. Mix lime with dry soil before mixing fertilizer.
  3. Spread planting soil mix to a depth of 6 inches (150 mm) but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
    - a. Spread approximately one-half the thickness of planting soil mix over loosened subgrade. Mix thoroughly into top 4 inches (100 mm) of subgrade. Spread remainder of planting soil mix.
    - b. Reduce elevation of planting soil to allow for soil thickness of sod.
- C. **Unchanged Subgrades:** If lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare surface soil as follows:
1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
  2. Loosen surface soil to a depth of at least of 4 inches (100 mm). Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 2 inches (50 mm) of soil. Till soil to a homogeneous mixture of fine texture.
    - a. Apply slow release fertilizer directly to surface soil before loosening.
  3. Remove stones larger than 1 inch (25 mm) in any dimension and sticks, roots, trash, and other extraneous matter.
  4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.
- D. **Finish Grading:** Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch (13 mm) of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future.
- E. Apply herbicide treatment to entire project construction sodding area.
- F. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- G. Restore areas if eroded or otherwise disturbed after finish grading and before planting.
- H. **WATER TURF AS NEEDED** during establishment period of a minimum of 2 weeks.
- 3.4 **SATISFACTORY LAWNS**
- A. **Satisfactory Seeded Lawn:** At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. (0.92 sq. m) and bare spots not exceeding 5 by 5 inches (125 by 125 mm).

- B. Reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

### 3.5 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout maintenance period and remove after lawn is established.
- C. Remove erosion-control measures after grass establishment period.

END OF SECTION 329200



## SECTION 329300 - PLANTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:

- 1. Trees.
- 2. Shrubs.
- 3. Ground cover.
- 4. Plants.
- 5. Edgings.

- B. Related Sections include the following:

- 1. Division 2 Section "Site Clearing" for protection of existing trees and planting, topsoil stripping and stockpiling, and site clearing.
- 2. Division 2 Section "Earthwork" for excavation, filling, and rough grading and for subsurface aggregate drainage and drainage backfill materials.
- 3. Division 2 Section "Subdrainage" for below-grade drainage of landscaped areas, paved areas, and wall perimeters.

#### 1.3 DEFINITIONS

- A. Balled and Burlapped Stock: Exterior plants dug with firm, natural balls of earth in which they are grown, with ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of tree or shrub required; wrapped, tied, rigidly supported, and drum-laced as recommended by ANSI Z60.1.
- B. Container-Grown Stock: Healthy, vigorous, well-rooted exterior plants grown in a container with well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for kind, type, and size of exterior plant required.
- C. Finish Grade: Elevation of finished surface of planting soil.
- D. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- E. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.

- F. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing planting soil.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Material Test Reports: For existing surface soil and imported topsoil.
- C. Planting Schedule: Indicating anticipated planting dates for exterior plants.
- D. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of exterior plants during a calendar year. Submit before expiration of required maintenance periods.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of exterior plants.
  - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor that can clearly communicate and provide understanding to all interested parties on Project site when planting is in progress.
- B. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- C. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; deleterious material; pH; and mineral and plant-nutrient content of topsoil.
  - 1. Report suitability of topsoil for plant growth. State recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce a satisfactory topsoil.
- D. Provide quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."
  - 1. Selection of exterior plants purchased under allowances will be made by Architect, who will tag plants at their place of growth before they are prepared for transplanting.
- E. Tree and Shrub Measurements: Measure according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches (150 mm) above ground for trees up to 4-inch (100-mm) caliper size, and 12 inches (300 mm) above ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.
- F. Observation: Project Manager may observe trees and shrubs either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size, and quality. Architect retains right to observe trees and shrubs further for size and condition of balls and root systems, insects, injuries, and latent defects and to reject

unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.

1. Notify Project Manager of sources of planting materials 14 days in advance of delivery to site.
- G. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver exterior plants freshly dug.
1. Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting.
- B. Do not prune trees and shrubs before delivery, except as approved by Architect. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery.
- C. Handle planting stock by root ball.
- D. Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set exterior plants trees in shade, protect from weather and mechanical damage, and keep roots moist.
1. Heel-in bare-root stock. Soak roots in water for two hours if dried out.
  2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
  3. Do not remove container-grown stock from containers before time of planting.
  4. Water root systems of exterior plants stored on-site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

## 1.7 COORDINATION

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
1. Spring Planting: 4/1 – 6/15
  2. Fall Planting: 9/1 – 11/1
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.
- C. Coordination with Lawns: Plant trees and shrubs after finish grades are established and before planting lawns, unless otherwise acceptable to Architect.
1. When planting trees and shrubs after lawns, protect lawn areas and promptly repair damage caused by planting operations.

## 1.8 WARRANTY

- A. Special Warranty: Warrant the following exterior plants, for the warranty period indicated, against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, or incidents that are beyond Contractor's control.
1. Warranty Period for Trees and Shrubs: One year from date of Substantial Completion.
  2. Warranty Period for Ground Cover and Plants: One year from date of Substantial Completion.
  3. Remove dead exterior plants immediately. Replace immediately unless required to plant in the succeeding planting season.
  4. Replace exterior plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
  5. A limit of one replacement of each exterior plant will be required, except for losses or replacements due to failure to comply with requirements.

## 1.9 MAINTENANCE

- A. Trees and Shrubs: Maintain for the following maintenance period by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required to keep trees and shrubs free of insects and disease. Restore or replace damaged tree wrappings.
1. Maintenance Period: 30 days from date of Substantial Completion.
- B. Ground Cover and Plants: Maintain for the following maintenance period by watering, weeding, fertilizing, and other operations as required to establish healthy, viable plantings:
1. Maintenance Period: 30 days from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 TREE AND SHRUB MATERIAL

- A. General: Furnish nursery-grown trees and shrubs complying with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
- B. Grade: Provide trees and shrubs of sizes and grades complying with ANSI Z60.1 for type of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Project Manager, with a proportionate increase in size of roots or balls.
- C. Label each tree and shrub with securely attached, waterproof tag bearing legible designation of botanical and common name.
- D. Label at least one tree and one shrub of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical and common name.

- E. If formal arrangements or consecutive order of trees or shrubs is shown, select stock for uniform height and spread, and number label to assure symmetry in planting.

## 2.2 SHADE AND FLOWERING TREES

- A. **Shade Trees:** Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, complying with ANSI Z60.1 for type of trees required.
  - 1. Provide balled and burlapped trees.
  - 2. Branching Height: One-third to one-half of tree height.
- B. **Flowering Trees:** Branched or pruned naturally according to species and type, with relationship of caliper, height, and branching according to ANSI Z60.1; stem form as follows:
  - 1. Stem Form: Single stem, Multistem, clump with two or more main stems.
  - 2. Provide balled and burlapped trees.

## 2.3 EVERGREENS

- A. **Form and Size:** Normal-quality, well-balanced, evergreens, of type, height, spread, and shape required, complying with ANSI Z60.1.
  - 1. Provide container-grown shrubs.

## 2.4 GROUND COVER PLANTS

- A. **Ground Cover:** Provide ground cover of species indicated, established and well rooted in pots or similar containers, and complying with ANSI Z60.1.

## 2.5 PLANTS

- A. **Annuals:** Provide healthy, disease-free plants of species and variety shown or listed. Provide only plants that are acclimated to outdoor conditions before delivery and that are in bud but not yet in bloom.
- B. **Perennials:** Provide healthy, field-grown plants from a commercial nursery, of species and variety shown or listed.

## 2.6 TOPSOIL

- A. **Topsoil:** ASTM D 5268, pH range of 5.5 to 7, a minimum of 4 percent organic material content; free of stones 1 inch (25 mm) or larger in any dimension and other extraneous materials harmful to plant growth.
  - 1. **Topsoil Source:** Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.

- a. Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches (100 mm) deep; do not obtain from bogs or marshes.

## 2.7 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent and as follows:
  - 1. Class: Class O, with a minimum 95 percent passing through No. 8 (2.36-mm) sieve and a minimum 55 percent passing through No. 60 (0.25-mm) sieve.
- B. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, with a minimum 99 percent passing through No. 6 (3.35-mm) sieve and a maximum 10 percent passing through No. 40 (0.425-mm) sieve.
- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. Aluminum Sulfate: Commercial grade, unadulterated.
- E. Perlite: Horticultural perlite, soil amendment grade.
- F. Agricultural Gypsum: Finely ground, containing a minimum of 90 percent calcium sulfate.
- G. Sand: Clean, washed, natural or manufactured, free of toxic materials.

## 2.8 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
  - 1. Organic Matter Content: 50 to 60 percent of dry weight.
- B. Peat: Sphagnum peat moss, partially decomposed, finely divided or granular texture, with a pH range of 3.4 to 4.8.
- C. Peat: Finely divided or granular texture, with a pH range of 6 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having a water-absorbing capacity of 1100 to 2000 percent.
- D. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

## 2.9 FERTILIZER

- A. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight or in amounts recommended in soil reports from a qualified soil-testing agency.

## 2.10 MULCHES

- A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:

1. Type: Shredded hardwood

## 2.11 MISCELLANEOUS PRODUCTS

- A. Trunk-Wrap Tape: Two layers of crinkled paper cemented together with bituminous material, 4-inch- (100-mm-) wide minimum, with stretch factor of 33 percent.

## 2.12 PLANTING SOIL MIX

- A. Planting Soil Mix: Mix topsoil with the following soil amendments in the following quantities:

1. Ratio of Loose Compost to Topsoil by Volume: 1:4

# PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine areas to receive exterior plants for compliance with requirements and conditions affecting installation and performance. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by planting operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Lay out individual tree and shrub locations and areas for multiple exterior plantings. Stake locations, outline areas, adjust locations when requested, and **obtain Project Manager's acceptance** of layout before planting. Make minor adjustments as required.

### 3.3 PLANTING BED ESTABLISHMENT

- A. Loosen subgrade of planting beds to a minimum depth of 8 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
  - 1. Apply soil amendments and fertilizer on surface, and thoroughly blend planting soil mix.
    - a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
  - 2. Spread planting soil mix to a depth of 8 inches but not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
    - a. Spread approximately one-half the thickness of planting soil mix over loosened subgrade. Mix thoroughly into top 2 inches of subgrade. Spread remainder of planting soil mix.
- B. Finish Grading: Grade planting beds to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.
- C. Restore planting beds if eroded or otherwise disturbed after finish grading and before planting.

### 3.4 TREE AND SHRUB EXCAVATION

- A. Pits and Trenches: Excavate circular pits with sides sloped inward. Trim base leaving center area raised slightly to support root ball and assist in drainage. Do not further disturb base. Scarify sides of plant pit smeared or smoothed during excavation.
  - 1. Excavate approximately three times as wide as ball diameter for balled and burlapped stock.
  - 2. If drain tile is shown or required under planted areas, excavate to top of porous backfill over tile.
- B. Subsoil removed from excavations may be used as backfill.
- C. Obstructions: Notify Project Manager if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
- D. Drainage: Notify Project Manager if subsoil conditions evidence unexpected water seepage or retention in tree pits.

### 3.5 TREE AND SHRUB PLANTING

- A. Set balled and burlapped stock plumb and in center of pit or trench with top of root ball flush with adjacent finish grades.



1. Remove burlap and wire baskets from tops of root balls and partially from sides, but do not remove from under root balls. Remove pallets, if any, before setting. **Do not use planting stock if root ball is cracked or broken before or during planting operation.**
  2. Place planting soil mix around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix. **THE COST OF WATERING (AND ALL RELATED ACTIVITIES) SHALL BE INCLUDED IN THE BASE BID AMOUNT.**
- B. Organic Mulching: Apply 3" average thickness of organic mulch extending within the spade edge planting ring set at a 3' radius from the trunk of the specimen. Do not place mulch within 3 inches of trunks or stems.
- C. Wrap trees of 2-inch (50-mm) caliper and larger with trunk-wrap tape. Start at base of trunk and spiral cover trunk to height of first branches. Overlap wrap, exposing half the width, and securely attach without causing girdling. Inspect tree trunks for injury, improper pruning, and insect infestation; take corrective measures required before wrapping.

### 3.6 TREE AND SHRUB PRUNING

- A. Prune, thin, and shape trees and shrubs as directed by Project Manager.
- B. Prune, thin, and shape trees and shrubs according to standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise indicated by Project Manager, do not cut tree leaders; remove only injured or dead branches from flowering trees. Prune shrubs to retain natural character. Shrub sizes indicated are sizes after pruning.

### 3.7 GUYING AND STAKING

- A. Upright Staking and Tying: Stake all trees of 2- through 5-inch caliper. Stake trees of less than 2-inch (50-mm) caliper only as required to prevent wind tip-out. Use a minimum of 2 stakes of length required to penetrate at least 18 inches below bottom of backfilled excavation and to extend at least 3 inches above grade. Set vertical stakes and space to avoid penetrating root balls or root masses. Support trees with three strands of ArborTie by DEEPROOT, a polypropylene material with 900 lbs. of test strength. (See Detail). Allow enough slack to avoid rigid restraint of tree. Use the number of stakes as follows:
1. Use 3 stakes for all trees except designated ornamentals by the Project Manager. Space stakes equally around trees.

### 3.8 GROUND COVER AND PLANT PLANTING

- A. Set out and space ground cover and plants as indicated.
- B. Dig holes large enough to allow spreading of roots, and backfill with planting soil.

- C. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
- D. Water thoroughly after planting, taking care not to cover plant crowns with wet soil. THE COST OF WATERING (AND ALL RELATED ACTIVITIES) SHALL BE INCLUDED IN THE BASE BID AMOUNT.
- E. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

### 3.9 PLANTING BED MULCHING

- A. Completely cover area to be mulched, overlapping edges a minimum of 6 inches (150 mm).
- B. Mulch backfilled surfaces of planting beds and other areas indicated.
  - 1. Organic Mulch: Apply 3 inches average thickness of organic mulch, and finish level with adjacent finish grades. Do not place mulch against plant stems.

### 3.10 EDGING INSTALLATION

- A. Spade Edging: (See Detail).

### 3.11 CLEANUP AND PROTECTION

- A. During exterior planting, keep adjacent pavings and construction clean and work area in an orderly condition.
- B. Protect exterior plants from damage due to landscape operations, operations by other contractors and trades, and others. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged exterior planting.

### 3.12 DISPOSAL

- A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 329300





THE VILLAGE OF  
**WILLOWBROOK**  
2013 WATERFORD  
PARK IMPROVEMENTS

**Design Perspectives**  
1200 Lakeside Avenue  
Suite 110  
Naperville, Illinois 60563  
Telephone: (630) 428-3134  
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In Association With

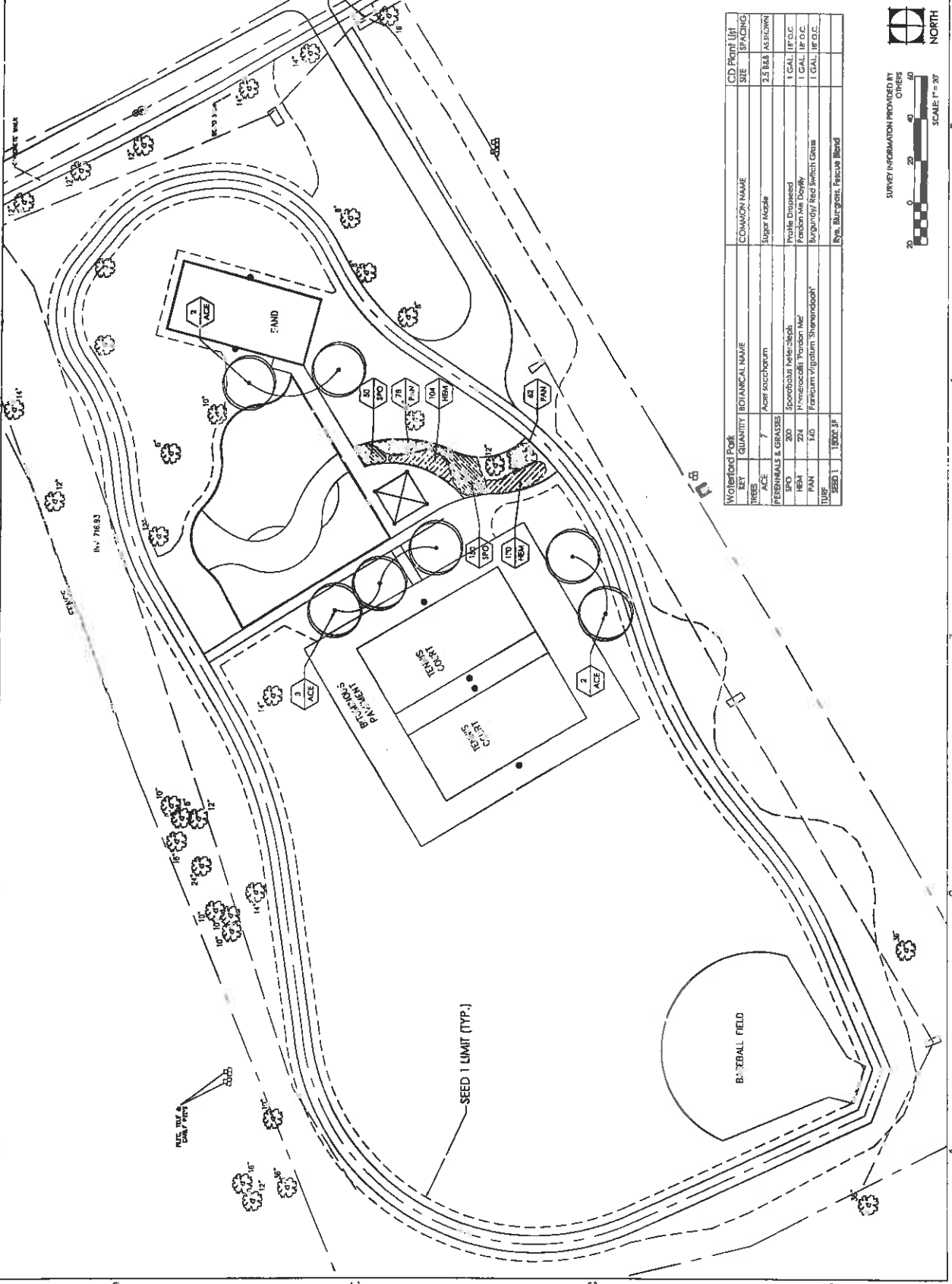
REV.	COMMENT	DATE

DRAWN: 12/13/2013  
DATE: 12/13/2013  
DRAWN BY: JLM  
CHECKED BY: JS

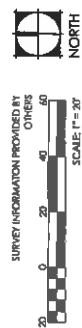
**PLANTING PLAN**

SHEET NO.  
**LP-100-6A**

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Waterford Park				CD Plant List	
KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
TREES	ACE	7	Asier saccharum	Super Maple	2.5' B&B AS SHOWN
PERENNIALS & GRASSES	SPO	200	Sporobolus heterostachys	Profile Dropseed	1' GAL. 18" O.C.
HEA	224	Hemerocallis 'Tardion Mar'	Franchet Daylily	1' GAL. 18" O.C.	1' GAL. 18" O.C.
PAN	140	Panicum virgatum 'Shenandoah'	Burgundy Red Switch Grass	1' GAL. 18" O.C.	1' GAL. 18" O.C.
TUB	SEED 1	10000 SF	Bye, Murgos, Rescue Blend		



SURVEY INFORMATION PROVIDED BY OTHERS



# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A MOTION TO APPROVE APPLICATION FOR A LICENSE TO HOLD A  
RAFFLE – WOUNDED WARRIORS PROJECT

**AGENDA NO.****14****AGENDA DATE:** 09/09/13**STAFF REVIEW:** Cindy Stuchl**SIGNATURE:** Cindy Stuchl**LEGAL REVIEW:** N/A**SIGNATURE:** N/A**RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:** T. Held**REVIEWED & APPROVED BY COMMITTEE:** YES ☐ N/A ☒**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The Wounded Warriors Project has submitted an application to hold a raffle at their fund raising event. This event will be held on November 8, 2013 at the Lake Hinsdale Village Clubhouse, Willowbrook, Illinois.

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

This is the second application for this organization.

**ACTION PROPOSED:** Approve Application to hold a Raffle.



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

## LICENSE TO HOLD A RAFFLE

### Mayor

Frank A. Trilla

### Village Clerk

Leroy R. Hansen

### Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

### Village Administrator

Tim Halik

### Chief of Police

Mark Shelton

1. The name of the Licensee:

Wounded Warriors Project

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

\$400 - \$600

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

\$600

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

\$1.00

5. The maximum number of days during which chances may be issued or sold.

30 Days

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

November 8, 2013

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

Lake Hinsdale Village Clubhouse

APPROVED BY THE MAYOR AND BOARD OF TRUSTEES AT THEIR  
REGULAR MEETING HELD ON THE 9<sup>th</sup> DAY OF September,  
2013.

Leroy R. Hansen  
Village Clerk



Proud Member of the  
Illinois Route 66 Scenic Byway



# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

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

## APPLICATION FOR LICENSE TO HOLD A RAFFLE

### Mayor

Frank A. Trilla

### Village Clerk

Leroy R. Hansen

### Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

### Village Administrator

Tim Halik

### Chief of Police

Mark Shelton

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
<u>Dennis Baker</u>	<u>28 Kyle Ct</u>	<u>69</u>
_____	_____	_____
_____	_____	_____

Date of incorporation, if corporation: \_\_\_\_\_

Date of formation of organization: \_\_\_\_\_

Object for which organization or corporation was formed: \_\_\_\_\_

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.

PRIMARILY LAKE HINSDALE VILLAGE

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

8 NOV 2013

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

LHV CLUBHOUSE

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: ☒ \_\_\_\_\_

If yes, explain: \_\_\_\_\_

\_\_\_\_\_



Proud Member of the  
Illinois Route 66 Scenic Byway



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

BETWEEN \$400.00 & \$600.00 USC

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

\$600.00

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

\$1.00 -

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.

YES, I SO AFFIRM

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

YES, I SO AFFIRM

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: \_\_\_\_\_

DJ Baker

Date \_\_\_\_\_

8/26/2013