



Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Robert Schaller

Director of Finance

Carrie Dittman



Proud Member of the
Illinois Route 66 Scenic Byway

A G E N D A

REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE TO BE
HELD ON MONDAY, OCTOBER 8, 2018, AT 5:30 P.M. AT THE VILLAGE
HALL, 835 MIDWAY DRIVE, IN THE VILLAGE OF WILLOWBROOK,
DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES:
 - a) September 10, 2018 Regular Meeting of the
Municipal Services Committee
4. DISCUSSION – Approval of a Contract Between the Village of
Willowbrook and L.J. Morse Construction for the
Completion of the Board and Community Center
Phase I Renovation
5. REPORT – Utility Company Owned LED Streetlight Exchange
6. REPORTS – Municipal Services Department:
 - a) September 2018 Monthly Permit Activity Report
 - b) August 2018 Water System Pumpage Report
 - c) August 2018 Mosquito Abatement Program Update
7. VISITOR'S BUSINESS
(Public comment is limited to three minutes per person)
8. COMMUNICATIONS
9. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES
COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY,
SEPTEMBER 10, 2018 AT THE VILLAGE HALL, 835 MIDWAY DRIVE, IN
THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Oggerino called the meeting to order at 5:30 PM.

2. ROLL CALL

Those present at roll call were Chairman Paul Oggerino, Trustee Terrence Kelly, Village Administrator Tim Halik, and Assistant Village Administrator Jeffrey Monteleone.

3. APPROVAL OF MINUTES

After review of the draft minutes from the August 13, 2018 regular meeting of the Municipal Services Committee, Trustee Terrence Kelly made a motion to approve the minutes as presented. Chairman Paul Oggerino seconded the Motion. Motion Carried.

4. DISCUSSION – Village-Wide Fall Brush Collection Program

Administrator Halik advised that this past Spring, the Village's EAB abatement tree contractor, NJ Ryan Tree & Landscape, LLC, completed the Village-wide brush collection program. The program included curb-side collection of piled brush throughout town with the resulting chipped hauled away. The program was completed on-time and without incident, and the Village also received several compliments from residents commenting on the good site clean-up practices of the contractor. Halik advised that the Fall 2018 program will also consist of a curb-side chipping program. NJ Ryan Tree & Landscape, LLC. has offered a proposal to complete the program at the same price as the Spring program. Halik advised that staff has attempted to solicit proposals from other local landscape maintenance contractors, however, they have been largely unresponsive, likely due to the fact that in the past they have been unable to come in lower than NJ Ryan's price. Therefore, the Village-wide Fall collection program can be completed by NJ Ryan for \$9,800 and staff recommends that the proposal from NJ Ryan be accepted. The Committee concurred with staff's recommendation to accept the proposal from NJ Ryan.

5. REPORTS – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for the month of August 2018. Halik advised that the Village received about \$42,700 in permit revenue for the month. Halik advised that for the first four months in fiscal year 2018/19, the department has brought in a total of approximately 98% of the budgeted revenue, indicating a high level of construction activity.
- b. Administrator Halik reviewed the water system pumpage report for the month of July 2018. The report indicates that the Village pumped 36,319,000 gallons of water in the month. This volume represents a 10.24% increase when compared to the pumpage in the same time period of FY 2017/18.
- c. Administrator Halik advised that the July 2018 Mosquito Abatement Program Update was for information only.

- d. Administrator Halik advised that at the time the committee packet was copied and distributed, the August 2018 Scavenger Report was not yet received from Republic Services. However, the report has since been received. Assistant Village Administrator Jeff Monteleone distributed copies of the report for the Committee's information only.

6. VISITOR'S BUSINESS

(None)

7. COMMUNICATIONS

a) FY 2019/20 Budget Suggestion:

Administrator Halik shared that now that the new streetlights have been installed at Kingery Highway & 63rd Street, Halik thought that may be a good location to consider placing Village banners on the streetlight poles. Halik reminded the Committee that the Village last ordered and installed streetlight banners for the Village's 50th Anniversary Celebration in 2010. At that time, Chamber member Bannerville USA in Burr Ridge designed the anniversary banners, produced them, rented the Village the mounting hardware, and installed and removed them after the desired period of time we wanted them displayed. Halik recalled the project all went very well and was not too expensive. Halik thought that perhaps we could design a Willowbrook themed banner or different seasonal themes and display them at the intersection if the cost was not prohibitive. The Committee seemed willing to further explore the concept, so Halik advised that staff would work with Bannerville to obtain a proposal that could be considered during our FY 2019/20 budget process.

b) Community Resource Center (CRC) Project:

Assistant Village Administrator Jeff Monteleone shared that the Village was currently out to bid on the Phase I exterior work on the Community Resource Center building. Monteleone advised that a pre-bid meeting is scheduled to occur on September 17th and the public bid opening will be on September 28th at 10:00 AM at the Village Hall. After the bid opening occurs and the bids are tabulated, the bid results will be reviewed with the Committee at the regular meeting on October 8th. Due to time constraints as a result of the season the contract award will also be included on the agenda for the October 8th regular meeting of the Village Board for consideration.

8. ADJOURNMENT

Motion to adjourn was made by Chairman Oggerino. Seconded by Trustee Kelly. The meeting was adjourned at 5:46 PM.

(Minutes transcribed by: Tim Halik, 10/4/18)

MUNICIPAL SERVICES COMMITTEE MEETING

AGENDA ITEM SUMMARY SHEET

AGENDA ITEM DESCRIPTION

APPROVAL OF A CONTRACT BETWEEN THE VILLAGE OF WILLOWBROOK AND L.J. MORSE CONSTRUCTION FOR THE COMPLETION OF THE BOARD AND COMMUNITY CENTER PHASE I RENOVATION

COMMITTEE REVIEW

☐ Finance/Administration

☒ Municipal Services

☐ Public Safety

Meeting Date:

October 8, 2018

☐ Discussion Only

☐ Approval of Staff Recommendation (for consideration by Village Board at a later date)

☐ Seeking Feedback

☒ Approval of Staff Recommendation (for immediate consideration by Village Board)

☐ Regular Report

☐ Report/documents requested by Committee

BACKGROUND

In August 2018, the Village board issued a contract to N. Batistitch Architects for the design of the exterior portion of the Board and Community Center Renovation. Project designs were generated to provide for an optional addition of exterior veneer masonry that would match the veneer on the two other buildings in the municipal complex. After project designs were completed, Staff advertised a bid notice in the Chicago Sun Times for the building's construction with a bid opening of September 28, 2018. The Village received a total of eight (8) sealed bids.

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

The lowest base bid of \$279,500 was from Orbis Construction Company Inc. of Volo, IL. The lowest overall bid, considering the white veneer masonry, was \$353,500 from L.J. Morse Construction of Aurora. L.J. Morse was the general contractor that completed the Village's police department building in 2017. On previous occasions, the committee has emphasized the desire and value in having the white veneer masonry match the façade of the Village Hall and Police Department. The addition of this option adds \$3,500 to what was previously budgeted, which did not take the veneer into account. L.J. Morse has informed Village staff that they anticipate a project window of roughly two (2) months, but that it may change in either direction depending on weather. If issued the contract, L.J. Morse will begin construction the week of October 15, bond requirements permitting.

STAFF RECOMMENDATION

Staff recommends accepting the bid provided by L.J. Morse Construction and issuing a contract in the amount of \$353,500 for the completion of the Village Board Room and Community Center located at 825 Midway Drive.

RESOLUTION NO. 18-R-_____

**A RESOLUTION APPROVING A CONTRACT FOR THE BOARD AND
COMMUNITY ROOM RENOVATION TO L.J. MORSE CONSTRUCTION IN
THE AMOUNT OF \$353,000**

WHEREAS, the Village has determined it necessary to improve the deteriorating Board and Community Room facility located at 825 Midway Drive; and,

WHEREAS, the Village sought bids for the award of the Board and Community Center exterior renovation, which bids were opened and read aloud on September 28 at 10:00 a.m.; and

WHEREAS, the project specifications included an option to include white veneer masonry and L.J. Morse provided the lowest combined base and option bid in the amount of \$353,000; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village it is necessary, advisable and in the public interest to enter into a contract with L.J. Morse for the completion of the Phase I renovation of the Board and Community Center; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the contract between the Village and L.J. Morse is hereby approved in the amount of \$353,000 in substantially the same form attached to this Resolution as "Exhibit A".

ADOPTED and APPROVED this 8th day of October 2018.

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

VILLAGE OF WILLOWBROOK

Bids for Community Center

ADORDERNUMBER: 0001069444-01

PO NUMBER: Bids for Community Center

AMOUNT: 70.08

NO OF AFFIDAVITS: 1

**LEGAL NOTICE
REQUEST FOR BIDS**

Notice is hereby given that the Village of Willowbrook is seeking bids for **ROOF, HVAC, AND EXTERIOR RENOVATION FOR THE VILLAGE BOARD AND COMMUNITY CENTER LOCATED AT 825 MIDWAY DRIVE**, in accordance with specifications currently on file and which may be picked up in the office of the Village of Willowbrook Village Hall, located at 835 Midway Drive, Willowbrook, Illinois 60527. Sealed bids are due at the office of the Willowbrook Village Hall no later than 10:00 am on **SEPTEMBER 28, 2018**, where said bids will be opened and publicly read aloud. There is also an optional pre-bid meeting to be held on Monday, September 17, 2018 at 10:00 AM to walk through the facility. The Village of Willowbrook reserves the right to reject any or all bids or to accept any bid which, in its judgment, will be in the best interest of the public. No bid shall be withdrawn after opening of bids without the consent of the Village of Willowbrook, Willowbrook, Illinois, for a period of sixty (60) days. Only bids responsive to the provisions of the specifications will be considered.

9/7/18 #1069444

Chicago Sun-Times

Certificate of Publication

State of Illinois - County of Cook

Chicago Sun-Times, does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, Pl.

Note: Notice appeared in the following checked positions.

PUBLICATION DATE(S): 09/07/2018

Chicago Sun-Times

IN WITNESS WHEREOF, the undersigned, being duly authorized,
has caused this Certificate to be signed

by



Mary Lou Davis

Account Manager - Public Legal Notices

This 7th Day of September 2018 A.D.

VILLAGE OF WILLOWBROOK
7760 S QUINCY ST
WILLOWBROOK, IL 60527-5532

Bid Tabulation

Project	Board and Community Center Phase I Renov.	Date	9/28/2018
Estimate:	\$350,000	Time:	10:00
Budget:	\$350,000	Attended by:	Jeffrey Monteleone
Guarantee:	10% bid bond		Tim Halik

Boller Construction Company Inc. 3045 Washington St Waukegan, IL	D. Kersey Construction Company Inc. 4130 Timberlane Drive Northbrook IL	K. M. Holly Construction Inc. P.O. Box 634 Tinley Park, IL	Landmark Construction Systems Inc. 18606 81st Avenue Tinley Park IL
\$497,500	\$373,330	\$309,500	\$317,000
\$65,000	\$50,550	\$52,580	\$55,500
\$562,500	\$423,880	\$362,080	\$372,500

Base Bid:

Veneer option:

Total:

L. J. Morse Construction* 128 S. Broadway Ave Aurora, IL	Manusos General Contracting Inc. 91 Christopher Way Fox Lake IL	M. C. Building Inc. 7023 Grant St Darien IL	Orbis Construction Company, Inc. 27396 Volo Village Rd Volo IL
\$304,000	\$317,180	\$413,650	\$279,500
\$49,500	\$55,555	None Provided	\$103,250
\$353,500	\$372,735	\$413,650	\$382,750

Prepared by: Jeffrey Monteleone

Bid Statistics	
Base Bid:	\$351,458
Veneer Option:	\$61,705
Total:	\$404,278

*Lowest Bidder

AIA® Document A105™ – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

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

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

L. J. Morse Construction Company, a Corporation
128 S. Broadway Avenue
Aurora, IL 60505

for the following Project:
(Name, location and detailed description)
Phase 1 - Exterior Work:
Village of Willowbrook Board and Community Center
825 Midway Drive
Willowbrook, IL

The Architect:
(Name, legal status, address and other information)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The Owner and Contractor agree as follows.

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User Notes:

(1362599368)

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:		
Number	Title	Date

Specifications:		
Section	Title	Pages

- .3 addenda prepared by the Architect as follows:
- | | | |
|--------|------|-------|
| Number | Date | Pages |
|--------|------|-------|

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.3, of the entire Work:
(Check the appropriate box and complete the necessary information.)

☐ Not later than ☐ calendar days from the date of commencement.

☐ By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

\$ 304,000.00

THREE HUNDRED FOUR THOUSANDS

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
---------------------	-------

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

\$49,500.00 Add: Replace existing field stone with Limestone veneer

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

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§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such

deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment,

init.

all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take

reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

Init.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

Louis J. Morse - General Manager

(Printed name and title)

LICENSE NO.: N/A

JURISDICTION:

Additions and Deletions Report for AIA® Document A105™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:48:46 on 09/05/2018.

There are no differences.

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Simon Batistich, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:48:46 on 09/05/2018 under Order No. 5554083650 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2017, Standard Short Form of Agreement Between Owner and Contractor, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA Document A305

Contractor's Qualification Statement

1986 EDITION

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Village of Willowbrook

ADDRESS: 835 Midway Drive, Willowbrook, IL 60527

SUBMITTED BY: L.J. Morse Construction Company

Corporation ☒

NAME: Louis J. Morse - General Manager

Partnership ☐

ADDRESS: 128 South Broadway Ave; Aurora, IL 60505

Individual ☐

PRINCIPAL OFFICE: 128 South Broadway Ave; Aurora, IL 60505

Joint Venture ☐

Other ☐

NAME OF PROJECT (if applicable): Phase 1 - Exterior Work: Village of Willowbrook Board and Community Center

TYPE OF WORK (file separate form for each Classification of Work):

☒ General Construction

☐ HVAC

☐ Plumbing

☐ Electrical

☐ Other _____

(please specify)

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1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor?

Since 1993

1.2 How many years has your organization been in business under its present business name?

Since 1993

1.2.1 Under what other or former names has your organization operated?

None

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: 1/11/1994

1.3.2 State of incorporation: Illinois

1.3.3 President's name: Linda K. Morse

1.3.4 Vice-president's name(s): None

1.3.5 Secretary's name: Linda K. Morse

1.3.6 Treasurer's name: Linda K. Morse

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of partnership (if applicable): Not Applicable

1.4.3 Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:

1.5.2 Name of owner: Not Applicable

- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

Not Applicable

- 1.7 Name of parent company, if any

2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Carpentry
Drywall
Acoustical Ceilings

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Not applicable

3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.

Carpentry
Drywall
Acoustical Ceilings

- 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

- 3.2.1 Has your organization ever failed to satisfactorily complete any work awarded to it?
NO

- 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? NO

- 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? NO

- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) NO

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

3.4.1 State total worth of work in progress and under contract:

\$10,000,000.00

3.5 On a separate sheet, list the major projects your organization has completed in the last three (3) years
See attached reference list

3.5.1 State average annual amount of construction work performed during the past five years:

\$17,000,000.00

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

3.7 On a separate sheet list any penalties or liquidated damages incurred by your organization in the last five (5) years . NONE TO LIST

3.8 Has your organization ever been disqualified for an award of a bid or withdrawn a submitted bid? (attach details if "yes") . NO

4. REFERENCES

4.1 Trade References:

Nexgen Building Supply
2300 Hammond Drive
Schaumburg, IL 60173

Chicago Flameproof
1200 S. Lake Street
Montgomery, IL 60538

Valley Electric
P.O. Box 461
Oswego, IL 60543

4.2 Bank References:

Fist Community Bank
24 West Gartner
Suite 104
Naperville, IL 60540
Nick Holtz
(630) 357-3810

4.3 Surety:

4.3.1 Name of bonding company: (include name of contact person and phone number)

CNA Surety Company

4.3.2 Name and address of agent:
(include name of contact person and phone number)

DSP Insurance Services
1900 E. Golf Road
Suite 650
Schaumburg, IL 60173
John Adams - 847.485.2430

5. FINANCING

A financial statement will be provided upon specific request from Owner/Architect.

5.1 Financial Statement.

- 5.1.1** Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

- 5.1.2** Name and address of firm preparing attached financial statement, and date thereof:

Mueller & Co, LLP., 2230 Point Blvd; Suite 700; Elgin, IL 60123

- 5.1.3** Is the attached financial statement for the identical organization named on page one?

YES

- 5.1.4** If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary). N/A

- 5.2** Will the organization whose financial statement is attached act as guarantor of the contract for construction?

YES

6. SIGNATURE

6.1 Dated at this 28th day of September 2018

Name of Organization: L.J. Morse Construction Company

By:  -Louis J. Morse

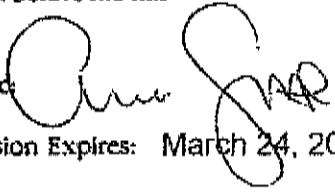
Title: General Manager

6.2

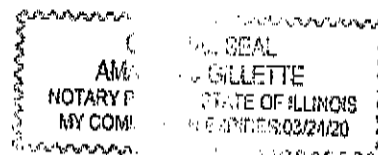
Ms. Amanda Gillette being
duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be
misleading.

Subscribed and sworn before me this

28th day of September 2018

Notary Public: 

My Commission Expires: March 24, 2020.



CAUTION: You should sign an original AIA document which has this caution printed in red.
An original assures that changes will not be obscured as may occur when documents are reproduced.



L.J. MORSE
CONSTRUCTION

128 S. Broadway
Aurora, IL 60505
630-896-2696
FAX 630-896-2697

In reference to AIA 305, Paragraph 3.6, here is a list of our Key individuals:

Louis J. Morse, General Manager

Lou started in the construction industry over 30 years ago progressing quickly to the project manager position. Within three years of entering the industry Lou was responsible for the management of multiple projects under construction simultaneously. In 1993 Lou and his wife, Linda, founded L.J. Morse Construction working on site projects during the daylight and office duties after hours. Daily responsibilities include management of estimating staff, field superintendents, project managers, and all clerical staff. Further, Lou will act a project manager for select projects. Prior to the duties of L.J. Morse, Lou worked as a Union Carpenter for approximately 12 years.

Scott Christopher, General Superintendent, 28 Years Construction Experience.

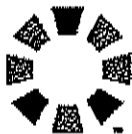
In 1999 Scott started working as a project superintendent with L.J. Morse Construction. His responsibilities include complete involvement with project management and the scheduling of a project from start to finish. His duties include but are not limited to: scheduling deliveries, monitoring compliance of project specifications, conducting weekly progress meetings, conducting weekly safety meetings, coordinating tradesmen for both self-performed items and subcontracted items, maintaining site visits and assuring safety compliance with L.J. Morse safety consultants.

Ryan J. Morse, Project Manager, 12 Years Construction Experience.

Ryan earned a degree in construction engineering from Bradley University. He is responsible for managing projects from 50k to 10m. His duties include; budgets, purchasing, cost control, contract negotiations, subcontractor selection, and owner/Architect relations. He has experience in educational, higher education, industrial, retail and healthcare industries.

David A. Rood, Field Superintendent, 35 Years Construction Experience.

Daye has been employed by L.J. Morse for seven years. His responsibilities include complete involvement with project management while working with the project manager from the start to completion of a project. His duties include but are not limited to; scheduling deliveries, monitoring compliance of project specifications, coordinating of all tradesmen for all projects, tracking labor production, attending project meetings, conducting regular site visits and assuring compliance with L.J. Morse safety manuals and consultants.



L.J. MORSE
CONSTRUCTION

128 S. Broadway
Aurora, IL 60505
630-896-2696
FAX 630-896-2697

CURRENT & COMPLETED CONSTRUCTION PROJECT REFERENCES

PROJECT NAME: Willowbrook Police Facility
ARCHITECT/CM: Williams Architects
CONTACT: Tim Halik
PHONE NUMBER: (630) 920-2261
APPROX. COST: \$ 3,282,700.00
STATUS: Current

PROJECT NAME: Carol Stream Elementary School
ARCHITECT/CM: Arcon Associates, Inc.
CONTACT: VP Trinh
PHONE NUMBER: (630) 495-1900
APPROX. COST: \$ 1,946,370.00
STATUS: Current

PROJECT NAME: Advocate Good Shepherd Hospital
ARCHITECT/CM: Mortenson Construction
CONTACT: Joe Krueger
PHONE NUMBER: (312) 566-9531
APPROX. COST: \$ 11,218,000.00
STATUS: Current

PROJECT NAME: Naperville North HS Entrance Enhancements
ARCHITECT/CM: Wight & Company
CONTACT: Craig Siepka
PHONE NUMBER: (630) 969-7000
APPROX. COST: \$ 1,526,000.00
STATUS: Current

PROJECT NAME: Triton College - Multiple Projects
ARCHITECT/CM: Arcon Associates, Inc.
CONTACT: Michael Welsh
PHONE NUMBER: (708) 456-0300
APPROX. COST: \$ 3,210,000.00
STATUS: Current and Completed

PROJECT NAME: West Chicago High School District #94 Work
ARCHITECT/CM: DLA Architects
CONTACT: Gordon Cole
PHONE NUMBER: (630) 876-6223
APPROX. COST: \$ 5,983,333.00
STATUS: Completed

COMPLETED CONSTRUCTION PROJECT REFERENCES...Continued

PROJECT NAME: Ida Crown Jewish Academy
ARCHITECT/CM: Lend Lease
CONTACT: Jeannine Eicker
PHONE NUMBER: (312) 245-1000
APPROX. COST: \$ 2,557,994.00
STATUS: Completed

PROJECT NAME: College of DuPage – Multiple Projects
ARCHITECT/CM: Power Construction/Mortenson Construction
CONTACT: Dave Lesniak
PHONE NUMBER: (630) 942-2972
APPROX. COST: \$ 6,165,000.00
STATUS: Completed

PROJECT NAME: Lisle Park District Ohio Street Renovations
ARCHITECT/CM: Williams Architects
CONTACT: Dan Garvey, Owner
PHONE NUMBER: (630) 964-3410
APPROX. COST: \$ 1,727,551.00
STATUS: Completed

PROJECT NAME: MVCC Multiple Projects
OWNER: Moraine Valley Community College
CONTACT: Rick Brennan
PHONE NUMBER: (708) 974-5373
APPROX. COST: \$ 9,759,963.00
STATUS: Completed

PROJECT NAME: Lemont Police Facility
ARCHITECT/CM: Wight Construction, Inc.
CONTACT: Craig Siepka
PHONE NUMBER: (630) 969-7000
APPROX. COST: \$ 754,000.00
STATUS: Completed

PROJECT NAME: Lord of Life Church Addition, La Fox IL
ARCHITECT: Lord of Life Church
CONTACT: Bob Fredericksen
PHONE NUMBER: (630) 262-1642
APPROX. COST: \$4,500,000.00
STATUS: Completed

PROJECT NAME: New England Congregational Church
ARCHITECT: New England Congregational Church
CONTACT: Pastor Gary McCann
PHONE NUMBER: (630) 897-8721
APPROX. COST: \$1,252,200.00
STATUS: Completed

More available upon request.

**AIA®****Document A310™ - 2010****Bid Bond****CONTRACTOR:***(Name, legal status and address)*

L. J. Morse Construction Co.
128 S. Broadway
Aurora, IL 60505

SURETY:*(Name, legal status and principal place of business)*

Western Surety Company: South Dakota Corporation
151 North Franklin Street
Chicago, IL 60606

OWNER:*(Name, legal status and address)*

Village of Willowbrook
825 Midway Drive
Willowbrook, IL 60527

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Ten Percent of the Amount of Bid----- (--10%--)**PROJECT:***(Name, location or address, and Project number, if any)*

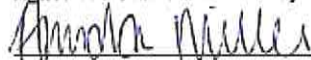
Village of Willowbrook - Board Room and Community Center

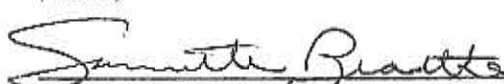
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

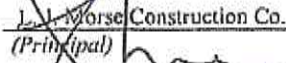
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of September, 2018.


(Witness)


(Witness)

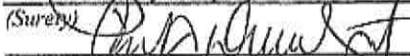

L. J. Morse Construction Co.

*(Principal)**(Seal)**(Title)*

General Manager

Western Surety Company

*(Surety)**(Seal)*


(Title) Carol A. Dougherty, Attorney in Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

J S Pohl, James L Sulkowski, Carol A Dougherty, R B Schutz, Sherene L Hemler, Mike Pohl, Meredith H Mielke, Kirk Liskewitz, Courtney A Flaska, Samantha J Bradtke, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of August, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

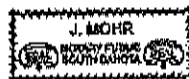
State of South Dakota }
County of Minnehaha }

ss

On this 8th day of August, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of September 2018



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form U428(1-7-2015)

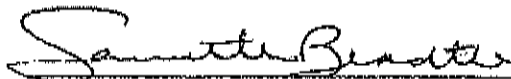
Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Surety Company Acknowledgement

STATE OF ILLINOIS
COUNTY OF COOK

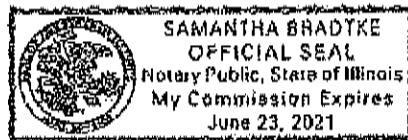
SS.:

On this 28th day of September, 2018, before me personally appeared Carol A. Dougherty, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at Schaumburg, Illinois, that (s)he is the Attorney in Fact of Western Surety Company, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Notary Public in and for the above County and State

My Commission Expires: 06/23/21



ADDENDUM NO. 1

ADDENDUM TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR A SMALL PROJECT

THIS ADDENDUM dated this ____ day of October, 2018, supplements, amends and modifies the terms and conditions of the 2017 Edition of AIA Document A105, Standard Form of Agreement Between Owner and Contractor for a Small Project for the Village of the Willowbrook Board of Trustees and Community Center, 825 Midway Drive, Willowbrook, Illinois Phase I Shell Renovation ("Agreement") and is hereby incorporated into the Agreement.

The Agreement is amended as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

Add the following subparagraphs to Article 1:

- .5 Addendum No. 1 to the Standard Form of Agreement Between Owner and Contractor for a Small Project
- .6 In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

First	Agreement
Second	Laws and Regulations
Third	Supplementary General Conditions, if any
Fourth	General Conditions (contained in the agreement)
Fifth	Specifications
Sixth	Contract Drawings
- .7 The titles and headings printed on the Contract Drawings, in the General Conditions, in the Contract Specifications, and elsewhere in the Contract Documents are inserted for convenience and reference only and shall not be taken or considered as having any bearing on the interpretation thereof.

ARTICLE 4 PAYMENT

Delete section 4.2 and replace as follows:

§4.2 Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

ARTICLE 5 INSURANCE

§5.1 Add the following to section 5.1

.1 The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors.

.2 Minimum Scope of Insurance

.1 Coverage shall be at least as broad as:

- .1 Insurance Services Office Commercial General Liability occurrence from CG 0001 (Ed. 11/85); and
- .2 Insurance Services Office form number CA000:1 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract; and
- .3 Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.
- .4 Builders Risk Insurance shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded).

.3 Minimum Limits of Insurance

.1 Contractor shall maintain limits no less than:

- .1 Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$5,000,000 per person per aggregate.

- .2 Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- .3 Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.
- .4 Builders Risk in the amount of the Contract.

.4 Deductibles and Self-Insured Retentions

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

.5 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

.1 Commercial General Liability and Automobile Liability Coverages:

- .1 The Owner, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Owner, its officials, or volunteers.
- .2 The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- .3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officials, employees or volunteers.
- .4 Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.

.6 Worker's Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights or subrogation against the Owner, its officials, employees or volunteers for losses arising from work performed by the Contractor for the Owner.

.7 All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage 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 Owner.

.8 Acceptability of Insurers

.1 The insurance carrier used by the Contractor shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

.2 The Contractor shall furnish the Owner with certificates of insurance and copies of all policies of insurance naming the Owner, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. 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. The certificates and endorsements may be on forms provided by the Owner and are to be received and approved by the Owner before any work commences. The Owner reserves the right to request full certified copies of the insurance policies.

Add the following section to Article 5

§5.6 The Contractor shall, at the time he executes the Agreement, furnish, at Contractor's expense, bonds payable to the Owner in the form of bonds set forth herein, secured by a surety company acceptable to the Owner, as follows:

.1 Faithful performance bond in an amount equal to one hundred percent (100%) of the total contract price, conditioned upon the faithful performance of all covenants and stipulations under the Contract and holding good for a period of one (1) year after the date when final payment becomes due, except as otherwise provided by law or regulation or by the Contract Documents to protect the Owner against the results of defective materials, workmanship, and equipment during that time.

.2 Labor and material bond in an amount equal to one hundred percent (100%) of the total Contract Price for the payment of all persons, companies, or corporations who perform labor upon or furnish material to be used in the Work under this Contract.

§5.7 It is the responsibility of the Contractor to notify all surety companies and other signers of any of the bonds listed above, to familiarize themselves with all of the conditions and provisions of this Contract. All surety companies and other signers shall waive their right of notification by the Owner of any change or modification of this Contract, or of decreased or increased work, or of the cancellation of this Contract, or of any other acts by the Owner or its authorized employees or agents under the terms of this Contract. The waiver by the surety companies and other signers shall in no way relieve the surety companies and other signers of their obligations under this Contract.

§5.8 If the Surety on any bond furnished by Contractor is declared bankrupt, or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements herein, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to Owner. No further payments shall be deemed due nor shall be made until the new surety or sureties have furnished acceptable bond to the Owner.

§5.9 Form of Bond shall be A.I.A. Document No. A-312, December 1984 Edition (Performance Bond and Payment Bond), as approved and issued by the American Institute of Architects, Washington, D.C.

§5.10 All bonds shall be executed by such sureties as are licensed to transact business in Illinois named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptance Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. The date of the bonds must not be prior to the date of the Contract. If the bonds are executed by an out-of-state agent, it shall be counter-signed by a resident agent licensed in Illinois and evidence of being so licensed shall be furnished.

ARTICLE 10 CHANGES IN THE WORK

Add the following subparagraphs to Section 10.1:

“§ 10.1.1 The Village Administrator shall be the Owner’s representative with limited authority to bind the Owner to all matters requiring the Owner’s approval or authorization. Authority to authorize Work or approve changes which do not increase the Contract Sum or which increase the Contract Sum by not more than Ten Thousand and 00/100ths Dollars (\$10,000.00) may be exercised by written Change Order by the Village Administrator.

§ 10.1.2 Authority to increase the Contract Sum in all other instances or to extend the Contract Time may only be exercised by written Change order signed by the Village Mayor of the Owner and authorized by a due and proper vote of the Board of Trustees of the Owner.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.4 Progress payments shall be amended by deleting section 12.4.1 and inserting the following in lieu thereof:

“§ 12.4.1 Provided that an Application for Payment is received by the Architect not later than the first (1st) day of the month, and has been approved and placed in line for a payment by the Architect, the Owner shall make payment of the certified amount to the Contractor in accord with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). If an Application for Payment is received by the Architect after the Application date fixed above, the Application for Payment will, after review and approval by the Architect, be submitted, along with the Architect's recommendation regarding payment, no later than the first Monday of the following month to the Owner for consideration. Payment shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).”

“§ 12.4.2 A Sworn Contractor's Statement setting forth all contractors and material men with whom the Contractor has contracted, the amounts of said contracts, the amounts being requested and balances due along with Subcontractor's Sworn Statements, together with properly completed and executed waivers of lien from the Contractor, Subcontractor and material men, waiving all lien rights to and including the amount for which payment is requested, shall accompany each Application for Payment to cover the full amount of the requested payment to the Contractor and the previous payment to the Subcontractor and material men.”

“§ 12.4.3 Any payments made by the Owner without requiring strict compliance to the terms of this subparagraph shall not be construed as a waiver by the Owner of the right to insist upon strict compliance with the terms of this subparagraph as a condition of later payments. Except for nonpayment by the Owner, the Contractor shall indemnify and save the Owner harmless from all lien claims of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the Work.”

ARTICLE 17 OTHER TERMS AND CONDITIONS

Add the following Contractor's Certification to Article 17, to read as follows:

CONTRACTOR'S CERTIFICATION

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

I, Linda V. Morse, hereby certify that I am the President of L.J. Morse and as such, hereby represent and warrant to the Village, a municipal corporation, that the Contractor and its members or shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

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

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

- (A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - i. Abide by the terms of the statement;

- ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (E) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (F) the Contractor, at the time the Contractor submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;

- (G) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest.
- (H) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of the Village ordinance adopted pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/1-1 *et seq.*); and
- (I) the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Village ordinance adopted pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/1-1 *et seq.*).
- (J) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- (K) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

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

Dated: 9/28, 2018 L.J. Morse Construction

Contractor

By:

[Signature]


its President"

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, the undersigned, a notary public in and for the State and County aforesaid, hereby
 certify that Linda K. Morse known to me to be the President of
 (Name of Owner or Officer) (Title or

L.J. Morse, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his/her free act and deed.

Dated: 9/28, 2018


Notary Public



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

**AGENDA ITEM DESCRIPTION
UTILITY COMPANY OWNED LED STREETLIGHT EXCHANGE**

COMMITTEE REVIEW

- ☐ Finance/Administration
☒ Municipal Services
☐ Public Safety

Meeting Date:

October 8, 2018

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

BACKGROUND

There are currently about 168 streetlights in the Village of Willowbrook, with about 37 being owned and maintained by ComEd directly. Throughout 2018, ComEd has endeavored to replace all of their non-municipality owned streetlights. ComEd has notified the Village of their intention of replacing the existing mercury and sodium vapor bulbs with high efficiency SMART LED lights in 4th QTR 2018. The Village had previously secured grant funding to replace all of the Willowbrook owned streetlights through the State of Illinois's DCEO energy efficiency program and the Metro Mayors Caucus Powering Safe Community program.

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

Although the Village does not own these remaining lights, we are still responsible for the energy usage. The new LED's have a monthly energy cost of roughly \$158 versus the \$322 associated with non-LED. Thus, the Village stands to save roughly 49% on our existing streetlight energy consumption. Although a portion of the installation will be passed on to the Village, ComEd will be offsetting that amount by an equivalently priced credit. This will prevent the Village from being responsible for any portion of the LED exchange cost.

STAFF RECOMMENDATION

Staff recommends endorsing the ComEd Street Lighting Customer Release.

Smart LED Street Lighting

PROGRAM NOTIFICATION

The Smart LED Street Lighting Program (“the Program”) replaces existing Commonwealth Edison (“ComEd”) owned street light fixtures (mercury vapor and high-pressure sodium), located in participating municipalities, with Smart LED street lights.

This Program Notification letter is intended to provide you with information about the Program and provide guidance on what you can do to assist ComEd in its deployment of smart LED street lights in Willowbrook (“municipality”).

- 1. Project Timeline.** Within 6 weeks, ComEd will perform an inventory and assessment of the ComEd owned street lights in Willowbrook. It is anticipated the inventory will take approximately 1 week. ComEd will verify the findings from the inventory review with the municipality and update the municipality’s Fixture-Included street light account, as needed. ComEd will then notify the municipality approximately two (2) weeks prior to Smart LED street light fixtures installation.
- 2. Street Lighting Charges.** The change from the existing fixtures to a smart LED fixture will change the cost of the Fixture-Included Lighting Delivery Service Charge as well as energy cost to operate the fixtures. The estimated Fixture-Included costs and estimated energy cost comparison of the existing street lights to Smart LED street lights is provided in attachment “2018 Rates and Estimated Savings”.

The customer charge for the replacement of fixtures will be offset by an Energy Efficiency credit equal to the customer replacement charge. Effectively, the municipality will not incur any out of pocket costs to replace the fixtures.

Note: In compliance with ComEd’s Tariffs, the Municipality receives street lighting service under ComEd’s Fixture-Included Lighting Delivery Class and remains at all times obligated to comply with the terms and conditions of ComEd’s tariffs.

3. Municipality Obligations.

- 3.1.** The municipality’s support and assistance will be needed by ComEd, as requested, with access to the system and facilities, and municipal work permits as required to support the installation of Smart LED street light fixtures. The municipality will be required to complete the Customer Release form prior to Smart LED deployment. This form can be found as an attachment to the Smart LED Street Lighting Notification.

Smart LED Street Lighting

- 3.2. The municipality shall work with ComEd to resolve concerns raised by residents about installations of the Smart LED street lights.

4. ComEd Obligations.

- 4.1. ComEd will replace identified existing Cobra and NEMA head ComEd owned Mercury Vapor (MV) and High Pressure Sodium (HPS) street lights, subject to the current Fixture-Included rate, with new, lower wattage Smart LED street lights.

Smart LED Street Lighting

2019 Rates and Estimated Savings

VILLAGE OF WILLOWBROOK

Comparison of Fixture Included Street Light fixture costs,
Proposed 2019 Rates, Existing Fixtures versus LED Fixture

Existing fixtures, 2019 Proposed Rates							LED Fixtures, 2019 Proposed Rates					
	Billing Count	Wattage	2019 Fixture cost	Monthly Energy Cost	Monthly Cost Fixture + Energy	Monthly Cost by Type		Wattage	2019 Fixture cost	Monthly Energy Cost	Monthly Cost Fixture + Energy	Monthly Cost by Type
100W MV	0	122	\$5.08	\$1.75	\$6.83	\$0.00	LED-53	53	\$3.25	\$0.76	\$4.01	\$0.00
175W MV	27	217	\$5.06	\$3.12	\$8.18	\$220.74	LED-53	53	\$3.25	\$0.76	\$4.01	\$108.30
250W MV	3	281	\$5.28	\$4.03	\$9.31	\$27.94	LED-75	75	\$3.99	\$1.08	\$5.07	\$15.20
400W MV	6	440	\$5.96	\$6.32	\$12.28	\$73.66	LED-101	101	\$4.42	\$1.45	\$5.87	\$35.22
70 W HPS	0	82	\$5.55	\$1.18	\$6.73	\$0.00	LED-53	53	\$3.25	\$0.76	\$4.01	\$0.00
100 W HPS	0	121	\$5.66	\$1.74	\$7.40	\$0.00	LED-53	53	\$3.25	\$0.76	\$4.01	\$0.00
150 W HPS	0	175	\$5.46	\$2.51	\$7.97	\$0.00	LED-75	75	\$3.99	\$1.08	\$5.07	\$0.00
250 W HPS	0	297	\$5.93	\$4.26	\$10.19	\$0.00	LED-101	101	\$4.42	\$1.45	\$5.87	\$0.00
400 W HPS	0	465	\$6.50	\$6.68	\$13.18	\$0.00	LED-101	101	\$4.42	\$1.45	\$5.87	\$0.00
Total	36											

Estimated Energy Cost	\$	0.04198
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2019 Fixture Monthly Cost	\$322.34
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2019 LED Monthly Cost	\$158.72
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2019 Monthly Cost Savings	\$163.63
2019 Per Fixture savings	\$4.55

Operating hours per month = 342

Annual Cost Savings	\$1,963.54
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Note: The savings calculation and percent savings estimate is for the fixture only. Other component costs are not affected by this change. The 2019 proposed rates were filed April 2018 and will require Illinois Commerce Commission approval. Fixture included rates are subject to change, if approved by the Illinois Commerce Commission. The rate currently in effect is contained in ComEd's filed tariffs.

1,000 W HPS fixture are not included in the savings calculation because there is not a direct LED replacement.

All LED lighting utilized will be installed per ComEd Engineering and Construction Standards.

All LED lighting sources will utilize 3000 Kelvin color temperature with the appropriate wattage and light distribution for the area.

ComEd LED Street Lighting Customer Release

CUSTOMER INFORMATION

<u>Customer name</u>			
<u>Customer contact name</u>		<u>Title</u>	
<u>Telephone number</u>		<u>Email</u>	
<u>Location Street lights are being installed</u>			
<u>Mailing Address</u>		<u>City</u>	<u>State</u>
			<u>Zip Code</u>
<u>ComEd Account number</u>		<u>Name as it appears on your energy bill</u>	
0483170118			

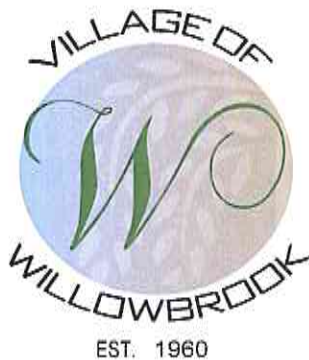
Customer Release

As the ComEd Customer, I understand that I am responsible for the energy usage associated with the equipment being modified under the ComEd LED Street Lighting Program. I also understand that this equipment is owned by ComEd and ComEd will perform the installation of the LED street lights at no cost to me. I also understand that my acknowledgement does not exempt me from any obligation to comply with ComEd's Tariffs, as approved by the Illinois Commerce Commission.

As the ComEd Customer, I further understand that I am entitled to the energy cost savings that result from the Program. In consideration of the services provided by ComEd as part of this Program, I agree that ComEd is entitled to 100% of the rights and benefits associated with the measures, including without limitation PJM products and all other attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation, and I waive, and agree not to seek, any right to the same.

I certify that the information provided on this release form is true and correct. I have read and understand the Release. I verify by my signature hereto that I have authority to release the Energy Efficiency Program incentives to ComEd.

<u>ComEd customer (Customer) authorized signature:</u>	<u>Print name:</u>	<u>Date</u>
<u>Title and/or relationship to municipality</u>		



Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Robert Schaller

Director of Finance

Carrie Dittman

MONTHLY REPORT MUNICIPAL SERVICES DEPARTMENT September, 2018

Permits Issued:	
Bath/Kitchen	2
CATV Cable	3
Concrete	4
Door/Windows	4
Deck	1
Directional Bore	1
Electrical	2
Fence	1
Gazebo	1
Interior Remodel	1
Pavers	2
Re-occupancy	2
Roof	5
Sign Beacon	1
Sign	2
Shed	1
SFR, New	1
Sewer Repairs	2
TOTAL	36
Plan Review Deposit Fee	3
Permit Revenue for September, 2018	<u>\$30,423.09</u>
Total Revenue Collected for Fiscal YTD	\$ 280,177.20
Total Budgeted Revenue for Fiscal Year 2018/19	\$ 255,000.00
Total Percentage of Budgeted Revenue Collected to Date	109.87%
Certificate of Occupancy, Final	5
Certificate of Occupancy, Temporary	0

Respectfully submitted,

Timothy Halik
Village Administrator

TH/LJS



Proud Member of the
Illinois Route 66 Scenic Byway

MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

Fiscal Year 2018-2019

MONTH	CURRENT FISCAL YEAR 2018-2019	PRIOR FISCAL YEAR 2017-2018
MAY	\$ 53,371.02	\$ 74,721.15
JUNE	\$ 65,924.20	\$ 18,289.54
JULY	\$ 87,692.72	\$ 35,679.59
AUGUST	\$ 42,766.17	\$ 65,281.45
SEPTEMBER	\$ 30,423.09	\$ 47,252.63
OCTOBER		\$ 60,248.25
NOVEMBER		\$ 43,329.42
DECEMBER		\$ 12,100.70
JANUARY		\$ 62,793.69
FEBRUARY		\$ 27,672.56
MARCH		\$ 29,264.69
APRIL		\$ 150,359.86
COLLECTED REVENUE	\$ 280,177.20	\$ 626,993.53
BUDGETED REVENUE	\$ 255,000.00	\$ 245,500.00
REVENUES COLLECTED- (OVER)/UNDER BUDGET	\$ (25,177.20)	\$ (381,493.53)
PERCENTAGE OF BUDGETED REVENUE COLLECTED	109.87%	255.39%

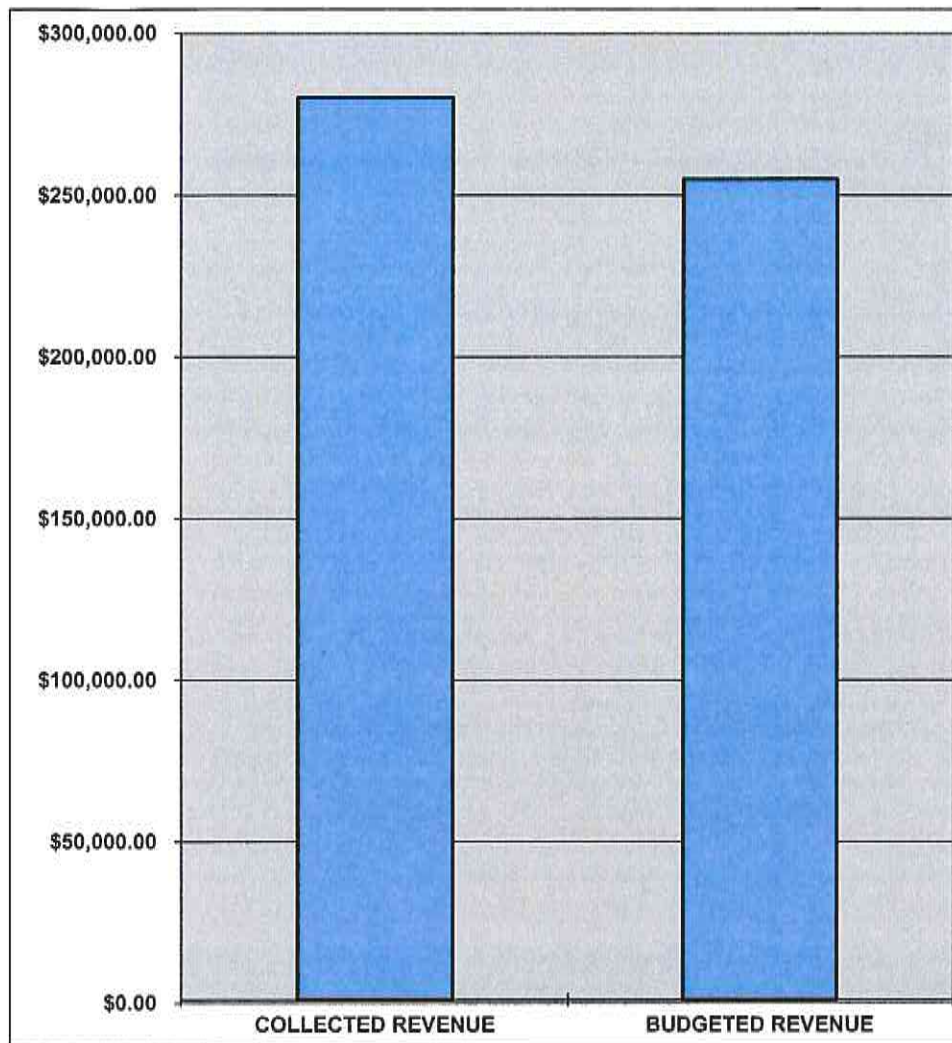
MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

	Fiscal Year 18/19	Fiscal Year 17-18
COLLECTED REVENUE	\$ 280,177.20	\$ 626,933.53
BUDGETED REVENUE	\$ 255,000.00	\$ 245,500.00

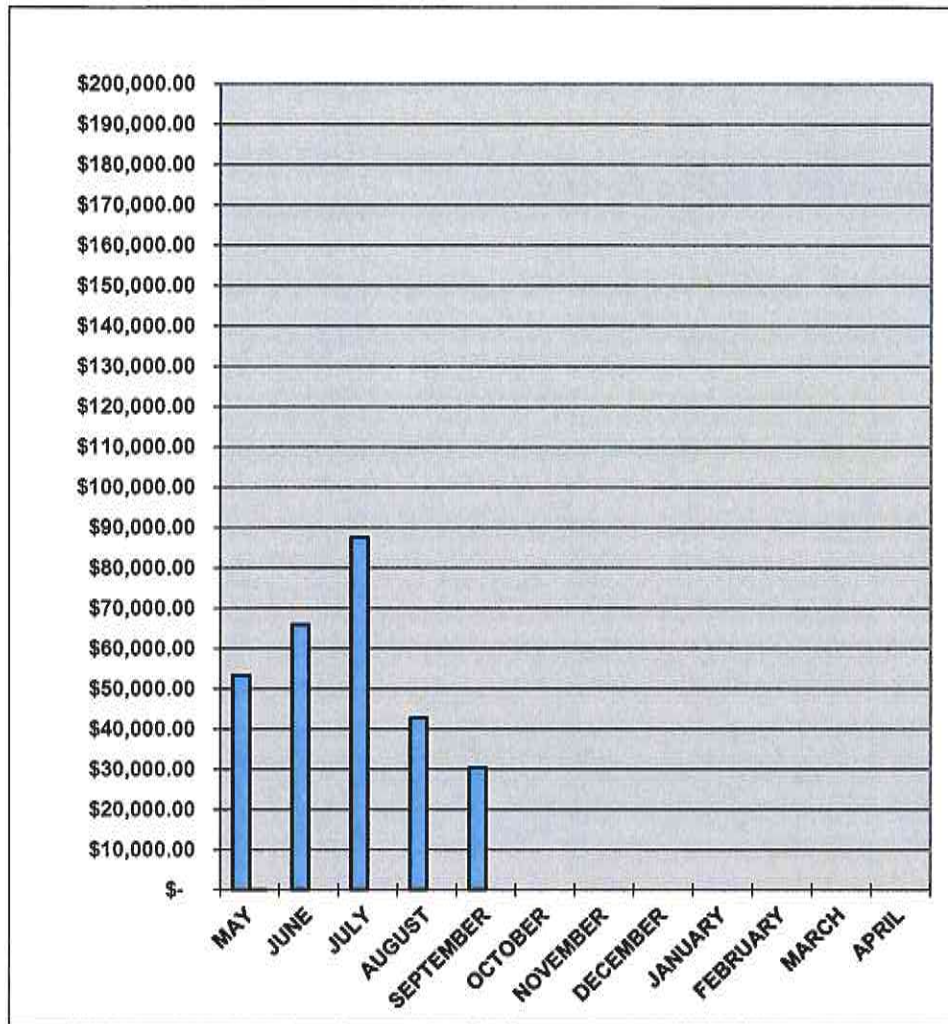
MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE



MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE



Permit	Date Issued:	Date Released:	Date Permit Expires:	Name:	Address:	Permit Purpose:	Business Name:	Fee:	RES / COMM:	Valuation:
18-271	08/16/18	09/04/18	03/04/20	Jim Carmen	6944 Kingery Hwy	Re-occupancy	Cabinetry Solutions	\$ 200.00	C	
18-293	09/04/18	09/04/18	03/04/20	Yasmin Iman	321 Somerset	Roof		\$ 35.00	R	\$ 5,280.00
18-294	09/05/18	09/05/18	03/05/20	Andriana Candia	6258 Kingery	CATV Cable	Comcast	n/c	C	
18-295	09/05/18	09/05/18	03/05/20	Andriana Candia	625 Willowbrook Center Pky	CATV Cable	Comcast	n/c	C	
18-296	09/06/18	09/06/18	03/06/20	Thar Wahab	6546 Rodger	Gazebo		\$ 115.00	R	
18-225	08/27/18	09/07/18	03/07/20	James Schmidt	650 Willowbrook Pkwy #208	Interior Build out	Federal Health	\$ 2,284.35	C	\$ 25,000.00
18-297	09/06/18	09/07/18	03/07/20	Jude Bond	739 & 749 Birchwood Crt	Roof	Lake Willow Way	\$ 50.00	R	\$ 44,985.00
18-291	08/31/18	09/07/18	03/07/20	Anne Kucheahe	735 Plainfield	Temp Sign	Clover Garden Cen.	\$ 200.00	C	
18-298	09/06/18	09/10/18	03/10/20	Andrienne Gabel	7660 Quincy	Bathroom Remodel	New York Blower	\$ 835.00	C	\$ 22,000.00
18-301	09/07/18	09/11/18	03/11/20	Luke Weber	137 Stanhope Unit D	Kitchen		\$ 190.00	R	
18-303	09/11/18	09/11/18	03/11/20	Buffalo Wild Wings	7111 Kingery	Temp Sign	Buffalo Wild Wings	\$ 50.00	C	
18-282	08/27/18	09/12/18	03/12/20	Lou Vittorio	342 Hiddenbrook Lane	Fence		\$ 50.00	R	
18-299	09/06/18	09/13/18	03/13/20	David Friedman	625 Plainfield Rd #320	Re-occupancy	Guided Enterprises	\$ 200.00	C	
18-312	09/13/18	09/13/18	06/30/01	Club Champion	825 75th St Units E-H	Plan Review	Club Champion	\$ 4,000.00	C	
18-309	09/12/18	09/14/18	03/14/20	Paul Reynolds	7535 Kingery	Sidewalk, replacement		\$ 75.00	C	\$ 14,400.00
18-311	09/13/18	09/14/18	03/14/20	Carl Siran	7450 Kingery	Directional Bore/Cable	ATT	NC	C	\$ 10,000.00
18-316	09/14/18	09/17/18	03/17/20	Jessica Jarosz	6432 Western Ave	Foundation repair		\$ 155.00	R	\$ 9,900.00
18-318	09/18/18	09/18/18	03/18/20	Tom Bioko	7602 Arlene	Shed		\$ 50.00	R	\$ 3,000.00
18-317	09/17/18	09/19/18	03/19/20	Devang Doshi	62 Ridgefield Lane	Electrical		\$ 240.00	R	\$ 2,070.00
18-198	09/18/18	09/20/18	03/20/20	Brookbank 3LLC	7814 Brookbank	NEW SFR	Chestnut Homes	\$ 9,169.43	R	\$ 343,718.00
18-320	09/20/18	09/20/18	03/20/20	Jessica Jarosz	6432 Western Ave	Deck		\$ 95.00	R	
18-322	09/20/18	09/20/18	03/20/20	Jack Easterly	535 Joliet Road	Roof Repairs		\$ 200.00	C	\$ 200.00
18-302	09/10/18	09/20/18	03/20/20	Target	7601 Kingery Hwy	Striping/Drive up sign	Target Corp	\$ 450.00	C	\$ 16,275.00
18-324	09/21/18	09/21/18	03/21/20	Bill Higgins	6448 Cambridge Road	Pavers		\$ 75.00	R	\$ 7,490.00
18-331	09/24/18	09/24/18	06/30/01	GEA Architects	900 Plainfield Road	Plan Review	Lumes Restaurant	\$ 4,000.00	C	
18-332	09/24/18	09/24/18	06/30/01	41 North Contractors	215 63rd Street	Plan Review	Midtown Athl	\$ 1,000.00	C	
18-310	09/12/18	09/21/18	03/21/20	Michael Dedek	7731 Virginia Court	Windows/Doors		\$ 75.00	R	\$ 16,761.00
18-314	09/14/18	09/21/18	03/21/20	David Honor	343 59th Street	Windows		\$ 75.00	R	\$ 18,065.00
18-323	09/21/18	09/24/18	03/24/20	Remedios Buenaventura	6602 Rodgers	Patio		\$ 75.00	R	\$ 9,000.00
18-327	09/21/18	09/24/18	03/24/20	ESPO	825 Midway	CATV Cable	ESPO	NC	C	
18-326	09/21/18	09/24/18	03/24/20	Lake Hinsdale Towers	6340 Americana Drive	Roof MFR		\$ 50.00	C	\$ 50.00
18-315	09/14/18	09/24/18	03/24/20	Jessica Jarosz	6432 Western Ave	Door		\$ 75.00	R	\$ 2,863.00
18-330	09/24/18	09/24/18	03/24/20	Rudson Buiser	256 Somerset Road	Sewer Repair		\$ 50.00	R	\$ 10,936.00
18-333	09/24/18	09/24/18	03/24/20	Pat Day	7601 Apple Tree Lane	Roof		\$ 35.00	R	\$ 6,850.00
18-334	09/24/18	09/27/18	03/27/20	Rami Akhras	6601 Garfield	Concrete Sports pad		\$ 640.00	R	\$ 9,124.00
18-335	09/26/18	09/27/18	03/27/20	Rima Mady	6608 Rodgers Drive	Pavers		\$ 75.00	R	\$ 15,000.00
18-319	09/17/18	09/27/18	03/27/20	Mike Meyer	7201 Kingery	Sewer Repair	Woodland Plaza	\$ 145.00	C	\$ 9,000.00
18-345	09/27/18	09/28/18	03/28/20	Scott Sanson	625 Willowbrook Center Pky	Relocate Generator	Meade	\$ 909.70	C	
			06/30/01							
			06/30/01							

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GL ACTIVITY REPORT FOR WILLOWBROOK
 FROM 01-00-310-401 TO 01-00-310-401
 TRANSACTIONS FROM 09/01/2018 TO 09/30/2018

Page: 1/1

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
Fund 01 GENERAL FUND							
09/01/2018			01-00-310-401 BUILDING PERMITS		BEG. BALANCE		(246,737.83)
09/04/2018	CR	RCPT	Building Dept. Invoice 09/04/2018			2,235.00	(248,972.83)
09/07/2018	CR	RCPT	Building Dept. Invoice 09/07/2018			2,449.35	(251,422.18)
09/07/2018	CR	RCPT	Building Dept. Invoice 09/07/2018			345.00	(251,767.18)
09/11/2018	CR	RCPT	Building Dept. Invoice 09/11/2018			1,025.00	(252,792.18)
09/11/2018	CR	RCPT	Building Dept. Invoice 09/11/2018			125.00	(252,917.18)
09/12/2018	CR	RCPT	Building Dept. Invoice 09/12/2018			2,690.04	(255,607.22)
09/13/2018	CR	RCPT	Building Dept. Invoice 09/13/2018			4,000.00	(259,607.22)
09/13/2018	CR	RCPT	Building Dept. Invoice 09/13/2018			35.00	(259,642.22)
09/13/2018	BD	TRX	SUMMARY BD 09/13/2018			200.00	(259,842.22)
09/14/2018	CR	RCPT	Building Dept. Invoice 09/14/2018			75.00	(259,917.22)
09/17/2018	CR	RCPT	Building Dept. Invoice 09/17/2018			155.00	(260,072.22)
09/18/2018	CR	RCPT	Building Dept. Invoice 09/18/2018			50.00	(260,122.22)
09/19/2018	CR	RCPT	Building Dept. Invoice 09/19/2018			240.00	(260,362.22)
09/20/2018	CR	RCPT	Building Dept. Invoice 09/20/2018			7,304.00	(267,666.22)
09/20/2018	BD	TRX	SUMMARY BD 09/20/2018			450.00	(268,116.22)
09/21/2018	CR	RCPT	Building Dept. Invoice 09/21/2018			150.00	(268,266.22)
09/21/2018	CR	RCPT	Building Dept. Invoice 09/21/2018			50.00	(268,316.22)
09/24/2018	CR	RCPT	Building Dept. Invoice 09/24/2018			5,235.00	(273,551.22)
09/24/2018	CR	RCPT	Building Dept. Invoice 09/24/2018			150.00	(273,701.22)
09/25/2018	CR	RCPT	Building Dept. Invoice 09/25/2018			75.00	(273,776.22)
09/26/2018	CR	RCPT	Building Dept. Invoice 09/26/2018			1,200.00	(274,976.22)
09/27/2018	CR	RCPT	Building Dept. Invoice 09/27/2018			860.00	(275,836.22)
09/28/2018	CR	RCPT	Building Dept. Invoice 09/28/2018			909.70	(276,745.92)
09/30/2018			01-00-310-401	END BALANCE	0.00	30,008.09	(276,745.92)

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DB: Willowbrook

GL ACTIVITY REPORT FOR WILLOWBROOK
FROM 01-00-310-402 TO 01-00-310-402
TRANSACTIONS FROM 09/01/2018 TO 09/30/2018

Page: 1/1

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
Fund 01 GENERAL FUND							
09/01/2018			01-00-310-402 SIGN PERMITS		BEG. BALANCE		(3,316.28)
09/07/2018	CR	RCPT	Building Dept. Invoice 09/07/2018			200.00	(3,516.28)
09/07/2018	CR	RCPT	Building Dept. Invoice 09/07/2018			165.00	(3,681.28)
09/11/2018	CR	RCPT	Building Dept. Invoice 09/11/2018			50.00	(3,731.28)
09/30/2018			01-00-310-402	END BALANCE	0.00	415.00	(3,731.28)

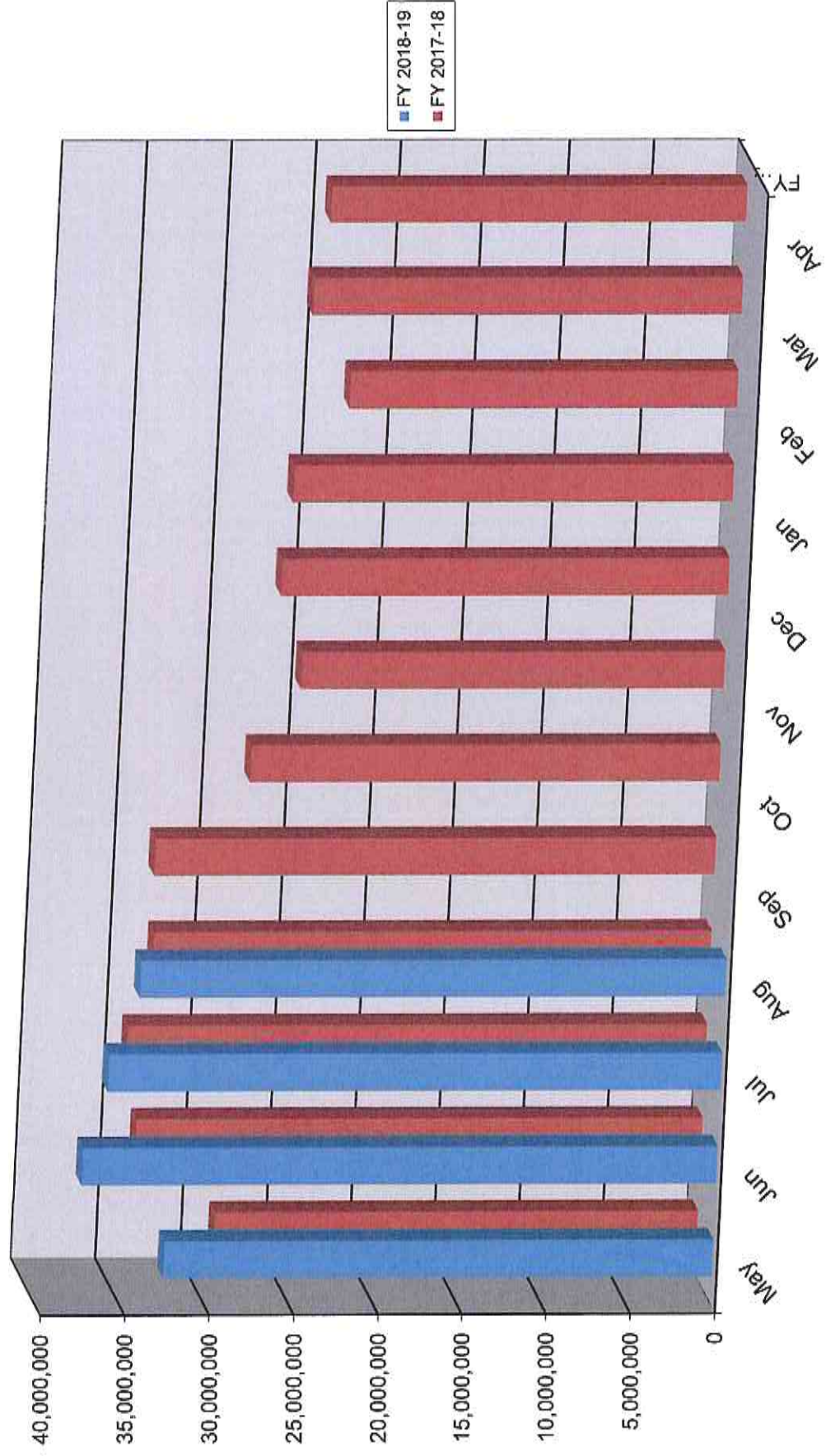
VILLAGE OF WILLOWBROOK - PUMPAGE REPORT
TOTAL GALLONS PUMPED
FY 2002/03 - FY 2017/18

Month	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
May	32,267,000	33,518,000	35,018,000	35,919,000	35,162,000	36,696,000	33,890,000	31,322,000	31,715,000	30,725,000	34,220,000	30,860,000	29,547,000	29,213,000	31,048,000	28,681,000	32,538,000
June	38,911,000	38,691,000	35,447,000	48,511,000	42,471,000	43,700,000	33,817,000	32,087,000	31,799,000	32,620,000	44,635,000	31,512,000	32,193,000	29,447,000	34,451,000	33,573,000	37,621,000
July	52,100,000	39,116,000	41,248,000	52,479,000	43,279,000	44,574,000	41,463,000	36,819,000	38,513,000	41,371,000	49,498,000	39,106,000	33,122,000	32,813,000	34,898,000	34,333,000	36,319,000
August	44,167,000	40,433,000	41,059,000	47,861,000	41,114,000	38,778,000	43,017,000	38,516,000	38,745,000	35,639,000	40,272,000	41,448,000	32,796,000	36,985,000	32,739,000	33,061,000	34,685,000
September	40,838,000	36,275,000	39,658,000	43,906,000	32,998,000	42,013,000	33,418,000	34,331,000	33,992,000	32,273,000	33,657,000	35,737,000	31,869,000	32,623,000	30,853,000	33,220,000	
October	33,128,000	31,667,000	33,765,000	35,009,000	31,937,000	34,612,000	30,203,000	28,919,000	33,789,000	29,892,000	30,283,000	29,226,000	28,728,000	30,690,000	27,589,000	27,807,000	
November	28,560,000	28,260,000	30,106,000	29,515,000	29,153,000	29,847,000	28,054,000	26,857,000	28,125,000	27,138,000	27,535,000	28,446,000	25,364,000	26,585,000	25,929,000	25,066,000	
December	30,503,000	29,133,000	32,786,000	31,086,000	30,102,000	31,435,000	29,568,000	28,931,000	29,257,000	28,643,000	27,863,000	29,847,000	26,710,000	27,194,000	26,581,000	26,480,000	
January	30,343,000	29,602,000	31,223,000	29,411,000	30,340,000	32,444,000	29,383,000	28,123,000	28,401,000	28,846,000	28,427,000	31,265,000	28,505,000	27,915,000	26,165,000	26,040,000	
February	27,216,000	28,755,000	26,788,000	27,510,000	29,078,000	29,470,000	26,629,000	25,005,000	24,988,000	26,635,000	24,308,000	29,230,000	25,484,000	26,048,000	22,962,000	22,950,000	
March	29,488,000	30,315,000	30,025,000	29,905,000	30,362,000	31,094,000	28,408,000	27,945,000	27,909,000	28,911,000	27,862,000	29,917,000	28,779,000	26,552,000	25,855,000	25,388,000	
April	29,845,000	29,350,000	29,478,000	30,452,000	29,468,000	30,239,000	27,193,000	27,793,000	27,145,000	34,220,000	27,514,000	28,101,000	25,255,000	26,791,000	24,720,000	24,583,000	
TOTAL	417,366,000	395,115,000	406,581,000	441,564,000	405,464,000	424,902,000	385,043,000	366,648,000	374,378,000	376,913,000	396,074,000	384,695,000	348,352,000	352,856,000	343,790,000	341,182,000	141,163,000

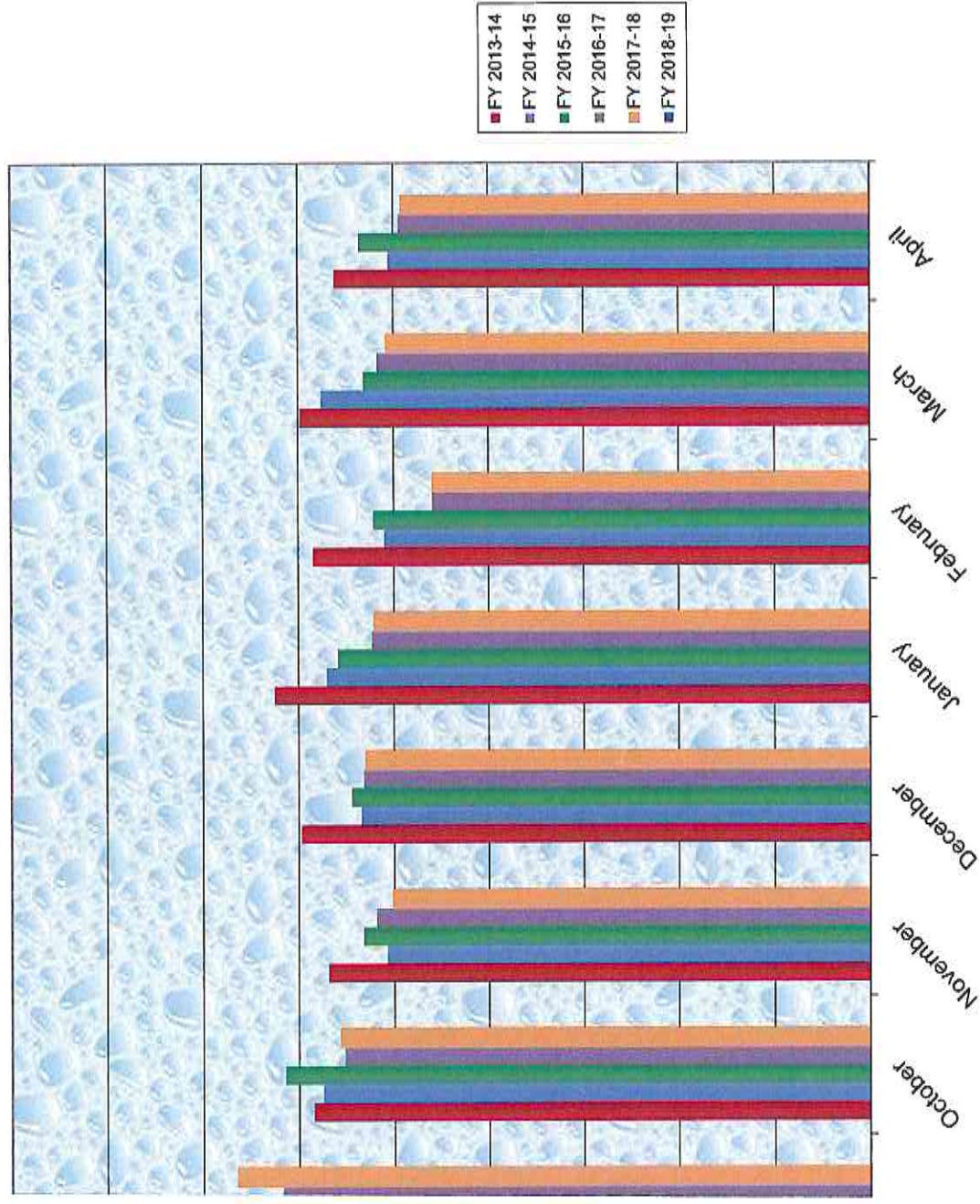
YEAR TO DATE LAST YEAR (gallons):	129,648,000
YEAR TO DATE THIS YEAR (gallons):	141,163,000
DIFFERENCE (gallons):	11,515,000
PERCENTAGE DIFFERENCE (+/-):	8.88%
FY18/19 PUMPAGE PROJECTION (gallons):	350,000,000
FY18/19 GALLONS PUMPED TO DATE:	141,163,000
CURRENT PERCENTAGE PUMPED COMPARED TO	40.33%

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

Monthly Pumpage Chart



age of Willowbrook umpage Report



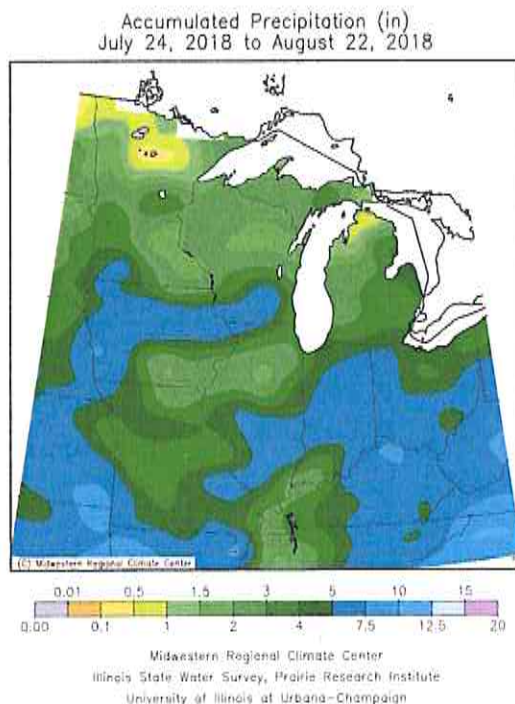


Village of Willowbrook August 2018 Status Report

SEASON PERSPECTIVE

Introduction. Weather conditions critically affect the seasonal mosquito population. Excessive rainfall periods trigger hatches of floodwater mosquitoes (*Aedes vexans*), the dominant annoyance species in northern Illinois that has a flight range of 15 to 20 miles. The other target species is the northern house mosquito (*Culex pipiens*), the primary vector of West Nile virus (WNV) that flourishes under stagnant water and drought conditions.

The floodwater mosquito population peaked in early July as a result of record rainfall in May and June. The excessive July heat and dry spell depleted soil moisture and curtailed the impact of subsequent floodwater mosquito brood hatches. The following Midwest Regional Climatic Center map shows the more recent rainfall pattern between July 24th and August 22nd:



Most of northern Illinois received 2.0 to 4.0 inches of rain that hatched several floodwater broods by Labor Day weekend. In addition, late August, Labor Day weekend, and early September heavy rains will trigger late season floodwater broods. The National Weather Service predicts above normal temperatures for September. These rainfalls will fill manmade container habitats, such as, bird baths, roof gutter, stagnant swimming pools, buckets, old tires, to sustain residential *Culex* larval development.



While the floodwater mosquito population declined in August, the northern house mosquito (*Culex pipiens*) surged in the dry and hot conditions increasing the WNV potential. As of August 23rd, the State of Illinois reported 6 human cases in Cook, DuPage, Macoupin, Tazewell and Will Counties. Gravid trapping results indicated an alarming percentage of West Nile positive (WNV+) mosquitoes during the week of August 20th. The North Shore Mosquito Abatement District reported 78.6% (81/103) positive results of *Culex* batches tested, and Clarke reported 50.3% (84/167) positive. Therefore, more Chicagoland human cases are expected because of the high mosquito infection rate, as shown by the sudden increase of statewide cases jumping from 6 to 22 during the week of August 27th. The case count increased to 34 on September 5th.

Strategy and Recommendations. There is a high prevalence of WNV+ *Culex* across the Chicagoland that continues to increase the risk of human infection. Accordingly, Clarke operations will continue to focus on *Culex* mosquito larval development, including the booster treatment of street catch basins, a primary habitat for this species. Following Centers for Disease Control & Prevention (CDC) guidelines: "*Adult mosquito control is also intended to reduce the abundance of biting, infected adult mosquitoes in order to prevent them from transmitting WNV to humans and to break the mosquito-bird transmission cycle.*" Therefore, through September, cyclic truck ultra-low volume (ULV) adulticide applications will be recommended to suppress the adult mosquito population and protect the public health from WNV.

The Clarke Mosquito Hotline (800-942-2555) is available to citizens to report standing water and excessive biting annoyance situations.

Floodwater Mosquito Brood Prediction

The floodwater mosquito (*Aedes vexans*) is the key nuisance species in the Chicagoland area. Distinct hatches of floodwater mosquito populations, or broods, are triggered by significant rainfall events. The Clarke Brood Prediction Model calculates peak annoyance periods based on rainfall and temperature data collected from a weather station in your area.

Weather Station Name	Rainfall Date	Rain Amount	Brood Prediction Date
Du Page Co.	07/20/2018	0.70	08/08/2018
Du Page Co.	08/07/2018	1.37	08/23/2018
Du Page Co.	08/15/2018	0.66	08/31/2018
Du Page Co.	08/16/2018	0.52	08/31/2018
Du Page Co.	08/28/2018	1.25	09/11/2018



MOSQUITO-BORNE DISEASE UPDATE

West Nile Virus (WNV)

2018 - USA. As of September 4, 2018, a total of 45 states and the District of Columbia have reported West Nile virus infections in people, birds, or mosquitoes in 2018. Overall, 559 cases of West Nile virus disease in people have been reported to CDC. Of these, 312 (56%) were classified as neuroinvasive disease (such as meningitis or encephalitis) and 247 (44%) were classified as non-neuroinvasive disease. The following map shows current WNV activity across the United States:



2018 – ILLINOIS. On August 29th, the Illinois Department of Public Health (IDPH) confirmed the first human West Nile virus-related death in Illinois for 2018. A LaSalle County resident over 65 years who became ill during the first part of August and tested positive for West Nile virus has died.

To date, the Illinois Department of Public Health (IDPH) has reported 34 WNV human cases in Cook, DuPage, Macoupin, Tazewell and Will Counties. Overall, sixty (60) Illinois counties have reported WNV activity in mosquitoes, including most counties in northern Illinois. For perspective, in 2017 there were 90 WNV human cases confirmed in Illinois.

"Although we're moving toward the end of summer, West Nile virus remains a risk until the first hard frost," said IDPH Director Nirav D. Shah, M.D., J.D. "It's important for everyone to continue taking precautions like using insect repellent, wearing long sleeve shirts and pants, and staying indoors between dusk and dawn."



The following chart summarizes 2018 year-to-date surveillance data for northern Illinois counties in the State of Illinois, as of September 7th:

County	American Crow	Blue Jay	Other Birds	Mosquito Batches	Horse
COOK	0	0	4	1,938	0
DEKALB	2	0	0	19	0
DUPAGE	0	0	0	156	0
KANE	0	0	0	39	0
LAKE	1	0	1	68	0
MCHENRY	0	0	1	15	0
WILL	0	0	0	89	0
WINNEBAGO	1	0	0	22	0
TOTAL	14	1	9	2,714	2

Zika virus (ZIKV)

Background. In 2016, the continental United States endured a major ZIKV outbreak with more than 5,100 travel-related nationwide and 139 locally transmitted cases in areas of south Florida. In 2017, the ZIKV human case count was dramatically diminished in the continental United States with the CDC reporting 407 cases with the following breakdown:

- 398 – travelers returning from affected areas
- 4 – through presumed local transmission in Florida and Texas
- 5 – through sexual transmission

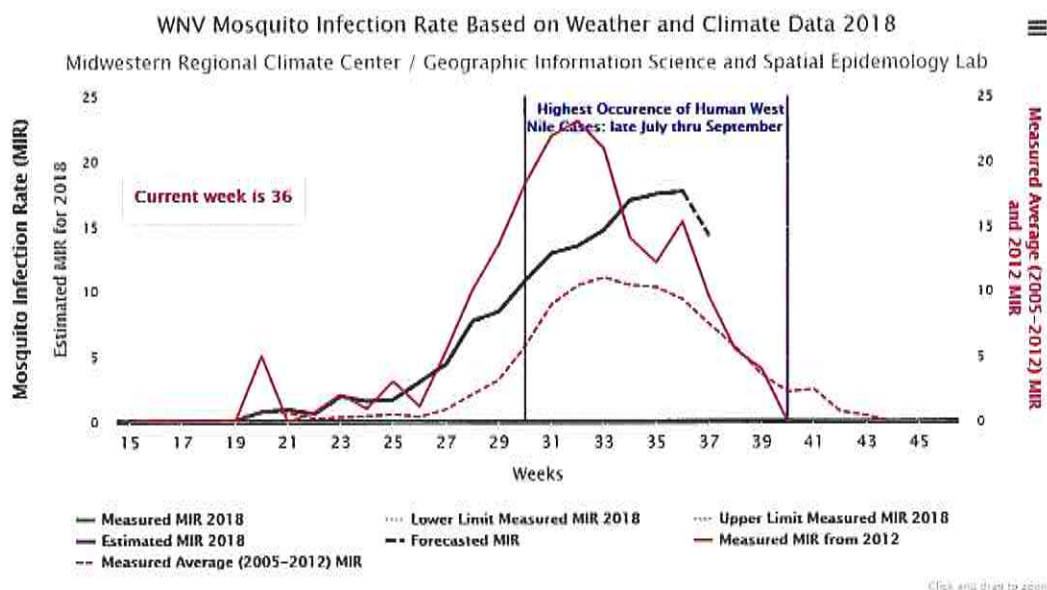
Provisional ZIKV Data as of September 5, 2018.

<https://www.cdc.gov/zika/reporting/2018-case-counts.html>

Zika Case Origin	Human Case Count	
	USA	US Territories
Travelers from affected areas	41	0
Presumed local transmission	0	82
Acquired via sexual transmission	0	0
YTD TOTAL	41	82



Midwest Regional Climatic Center (MRCC) WNV Prediction Model – Week 35 – 8/27/18



New Jersey Light Trap Counts

(*Red numbers indicate an annoyance level)

Trap Location	Aug 01	Aug 03	Aug 06	Aug 08	Aug 10	Aug 13	Aug 15	Aug 17	Aug 20	Aug 22	Aug 24	Aug 27	Aug 29	Aug 31
Willowbrook Community Park Midway Dr	17	21	22	13	11	19	24	14	10	15	14	15	10	8

*Mal - trap malfunction

Upcoming Operations

- 1 Catch Basin Treatment
- 1 Culex Inspection

Services Performed August 2018:

Service Item	Start Date
ROS2552 - Merus Truck ULV	08/07/2018
ROS1305 - Culex Site Inspection Service	08/13/2018
ROS1305 - Culex Site Inspection Service	08/27/2018