

TO: Board of Commissioners

FROM: Andy Bendy, Director of Special Facilities  
Steve Glass, Food & Beverage Director

THROUGH: Michael Benard, Executive Director

RE: Arrowhead Linen Supply Bid 2015

DATE: June 17, 2015



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**SUMMARY:** Arrowhead's 2015 Linen Supply Bid Documents were available to vendors Wednesday, May 6, 2015 and bids were officially opened Wednesday, May 20, 2015.

A separate spreadsheet detailing the bid results received from four linen supply companies is attached. The following is a summary of each bidder's response and staff's recommendation:

*Cosmopolitan Linen Service* ("Cosmopolitan") was the highest bidder and did not supply the required bid bond. Cosmopolitan did not submit a bid for a 1 year contract, but did submit a bid for a 2 and 3 year contract, with no price increase between the 2nd and 3rd year. Changes to the original bid were made regarding delivery dates, but the changes were not detrimental to the integrity of the bid. Cosmopolitan deleted line item 12, page 12, of the Bid Documents regarding a 1% Loss and Ruin charge typical in the industry and also offered a zero minimum weekly billing amount (The minimum weekly billing amount is based on the agreed inventory level and is computed on the number of items to be replaced (and billed) on a specific week. Cosmopolitan cannot supply all requested bid line items.

Staff removed Cosmopolitan from their consideration because Cosmopolitan is the highest bidder.

*Mickey's Linen* ("Mickey's") was the second highest bidder and did not supply the required bid bond. Mickey's offered the same pricing for a 1, 2 and 3 year contract. Mickey's edited the legal terms of the bid document included in the Bid Documents, including deleting the District's right to terminate for convenience and Mickey's duty to indemnify the District for any losses or claims arising out of Mickey's services. Mickey's offered a 50% minimum weekly billing figure. Mickey's can supply all requested bid line items.

Staff removed Mickey's from consideration due to Mickey's being second highest bidder and due to Mickey's edits to crucial legal terms of the contract. .

*Aramark Uniform Services* ("Aramark") is Arrowhead's current linen provider whose contract will end August, 2015. Although the lowest bidder and supplied the required bid bond, Aramark 's services over the past years have been unsatisfactory. Aramark 's customer service and quality of linens has been poor. Staff has spent considerable amount of time and effort during the term of the current contract with Aramark clarifying proper billing amounts, verifying correct deliveries, dealing with soiled linen issues and attaining due credits.

Aramark submitted, as part of its bid proposal, an addendum to the contract included in the Bid Documents making the following changes to crucial terms of the contract: a) deleting the District's right to terminate for convenience; b) requiring the District to provide Aramark a 30 day notice to cure any breach by Aramark before termination of the contract; c) requiring the District to pay liquidated damages as much as 50% of average weekly charges over the unexpired term and "all loss and damage charges and unpaid statements" upon any termination or expiration of the contract; d) requiring any claim to be settled by binding arbitration and deleting the District's ability to litigate a dispute or appeal a decision by an arbitrator; and e) deletion of the indemnification clause in its entirety and replacing with a more limited indemnification clause in which Aramark must only indemnify the Park District for losses and claims arising out of Aramark's gross negligence or willfull conduct. Aramark also cannot meet the insurance requirements as set forth on pages 8 through 11 of the Bid Documents and requests a discussion of the specific insurance terms after being awarded the bid. Additionally, Aramark cannot supply all requested bid line items.

Legal counsel has reviewed Aramark's proposed changes and does not recommend that the Park District enter into a contract that incorporates the modifications proposed by Aramark.

*Valley Linen Supply* ("Valley") did not supply the required bid bond but can supply all requested bid line items and did not submit any changes to the Bid Documents. Valley submitted the second lowest pricing and the option of a 3% discount on invoices paid within 25 days as well as a 30% minimum weekly billing figure. Valley can supply all requested bid line items.

Staff believes Valley Linen Supply is the lowest most responsible bidder.

**Implementation:**

This contract will begin August 24, 2015.

**Impact:**

A contract with a responsible vendor will provide quality linen to our valued event and restaurant clients as well as kitchen staff. A 3 year contract will ensure a fair and steady price to Arrowhead's budget. Bid agreements will provide less stress for staff.

**PREVIOUS COMMITTEE/BOARD ACTION:** This is Arrowhead's initial bid for linen supplies.

**REVENUE OR FUNDING IMPLICATIONS:**

**STAKEHOLDER PROCESS:**

**LEGAL REVIEW:** Legal counsel drafted and approved the Bid Documents.

**ALTERNATIVES:**

**RECOMMENDATION:**

Staff looks to the board for approval to enter a 3 year contract with Valley Linen Supply as Arrowhead's linen vendor.

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**2015 BID RESULTS**  
**ARROWHEAD LINEN SUPPLY**

	Peak Season Inventory	COSMOPOLITAN						MICKEY'S					
		1 YEAR	2 YEAR		3 YEAR			1 YEAR		2 YEAR		3 YEAR	
			Price per piece	Min weekly billing %	Price per piece	Min weekly billing %		Price per piece	Min weekly billing %	Price per piece	Min weekly billing %	Price per piece	Min weekly billing %
Bar towels, standard, white	2400 pcs.	No bid	0.19	None entered	0.19	None entered		0.16	50%	0.16	50%	0.16	50%
Aprons, white, kitchen, bib, no pocket	250 pcs.	No bid	0.39	None entered	0.39	None entered		0.33	50%	0.33	50%	0.33	50%
Napkins, Black	120 pcs.	No bid	0.105	None entered	0.105	None entered		0.08	50%	0.08	50%	0.08	50%
Napkins, Ivory	10,000 pcs.	No bid	0.105	None entered	0.105	None entered		0.08	50%	0.08	50%	0.08	50%
Tablecloth, 85" x 85", color ivory, folded	350 pcs.	No bid	1.95	None entered	1.95	None entered		1.55	50%	1.55	50%	1.55	50%
Tablecloth, 52" x 114", color ivory, folded	120 pcs.	No bid	1.95	None entered	1.95	None entered		1.55	50%	1.55	50%	1.55	50%
Tablecloth, 71 x 71", color ivory, folded	66 pcs.	No bid	1.05	None entered	1.05	None entered		0.79	50%	0.79	50%	0.79	50%
Tablecloth, 156" x 90", color ivory, folded	16 pcs.	No bid	10.95	None entered	10.95	None entered		18.00	50%	18.00	50%	18.00	50%
Tablecloth, 120" round, color ivory, hanger	80 pcs.	No bid	8.95	None entered	8.95	None entered		12.50	50%	12.50	50%	12.50	50%
Chef coats, white, various sizes as needed	36 pcs.	No bid	0.95	None entered	0.95	None entered		1.05	50%	1.05	50%	1.05	50%
		0.00	26.4		26.59			36.09		36.09		36.09	

**10.95** Cosmopolitan and Aramark cannot supply the 156"x90" tablecloth. The lowest price offered (Valley) was inserted for comparison reasons.

	Peak Season Inventory	ARAMARK						VALLEY					
		1 YEAR	2 YEAR		3 YEAR			1 YEAR		2 YEAR		3 YEAR	
		Price per piece	Min weekly billing %	Price per piece	Min weekly billing %	Price per piece	Min weekly billing %	Price per piece	Min weekly billing %	Price per piece	Min weekly billing %	Price per piece	Min weekly billing %
Bar towels, standard, white	2400 pcs.	0.08	none entered	0.08	none entered	0.08	none entered	0.10	30%	0.10	30%	0.10	30%
Aprons, white, kitchen, bib, no pocket	250 pcs.	0.15	none entered	0.15	none entered	0.15	none entered	0.17	30%	0.17	30%	0.17	30%
Napkins, Black	120 pcs.	0.07	none entered	0.07	none entered	0.07	none entered	0.08	30%	0.08	30%	0.08	30%
Napkins, Ivory	10,000 pcs.	0.07	none entered	0.07	none entered	0.07	none entered	0.08	30%	0.08	30%	0.08	30%
Tablecloth, 85" x 85", color ivory, folded	350 pcs.	0.07	none entered	0.07	none entered	0.07	none entered	0.08	30%	0.08	30%	0.08	30%
Tablecloth, 52" x 114", color ivory, folded	120 pcs.	0.85	none entered	0.85	none entered	0.85	none entered	0.90	30%	0.90	30%	0.90	30%
Tablecloth, 71 x 71", color ivory, folded	66 pcs.	0.88	none entered	0.88	none entered	0.88	none entered	0.93	30%	0.93	30%	0.93	30%
Tablecloth, 156" x 90", color ivory, folded	16 pcs.	0.70	none entered	0.70	none entered	0.70	none entered	0.75	30%	0.75	30%	0.75	30%
Tablecloth, 120" round, color ivory, hanger	80 pcs.	10.95	none entered	10.95	none entered	10.95	none entered	10.95	30%	10.95	30%	10.95	30%
Chef coats, white, various sizes as needed	36 pcs.	4.50	none entered	4.50	none entered	4.50	none entered	5.50	30%	5.50	30%	5.50	30%
		0.35	none entered	0.35	none entered	0.35	none entered	0.38	30%	0.38	30%	0.38	30%
		18.6		18.6		19.84		19.84		19.84		19.84	

TO: Board of Commissioners

FROM: Rob Sperl, Director of Planning

THROUGH: Michael Benard, Executive Director

RE: 2015-2018 Waste Removal Services

DATE: June 11, 2015



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**SUMMARY:**

Bids were requested for Waste Removal throughout the district. This was last bid in 2012 for a yearly term that can be renewed for three years.

Bids were advertised on May 12, 2015 and eight vendors received the specifications. Of those, the following four submitted bids:

Company	Trash	Recycle	Compost
Advanced Disposal	\$61,654.86	\$7,334.96	-
Republic Services	\$47,742.00	\$4,319.00	-
Waste Management	\$41,159.56	\$5,992.64	-
Groot	\$64,787.03	\$5,641.47	-

Similar to our previous Waste Removal bid, separate vendors provided the low quote for different portions of the bid. Waste Management is our current vendor for trash removal. They have been responsive to any minor issues we have had and there is no reason not to continue with their services.

Republic is the low bidder for the recycling portion of the bid. They would be a new vendor for us. References provided were checked and no concerns were identified with their services.

No bids were received for the option to collect compost waste. We did receive one alternate proposal to provide a trash compactor in place of a dumpster at one location. Our bids do not allow consideration of alternates that all bidders are not able to provide, but we can review this idea and consider it for the future.

**PREVIOUS COMMITTEE/BOARD ACTION:**

NA

**REVENUE OR FUNDING IMPLICATIONS:**

Funds for these services are budgeted in the respective accounts for their service locations. The low bid provided for trash removal is slightly lower than our current cost of services. Recycling services will increase by approximately \$2,000 per year.

**STAKEHOLDER PROCESS:**

N/A

**LEGAL REVIEW:**

Bid documents and agreements were reviewed by our legal counsel.

**ATTACHMENTS:**

N/A

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's approve Waste Management's proposal for the Trash Removal portion of the bid in the amount of \$41,159.56 per year and Republic's proposal for Recycling in the amount of \$4,319.00.

**Wheaton Park District**

102 East Wesley Street  
Wheaton, IL 60187

**INVITATION FOR BID**  
**WASTE REMOVAL SERVICE**

**PUBLISHED DATE: May 12, 2015**

**DUE DATE: June 9, 2015**

**Board Meeting: June 17, 2015**

**Contract Start: August 1, 2015**

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**LEGAL NOTICE**  
**INVITATION FOR BID**

Notice is hereby given that the Wheaton Park District will be receiving sealed bids for Waste Removal Service.

The Wheaton Park District (the "Park District") is requesting bids for Waste Removal Service. Instructions to Bidders and Specifications may be obtained or examined at the offices of the Wheaton Park District, 102 E. Wesley Street, Wheaton, IL between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday beginning on May 12, 2015.

Each bid must be placed in a sealed opaque envelope and clearly marked as "Waste Removal Service Bid" and show the name of the Bidder. Bids will be received by the Wheaton Park District, Attn: Secretary of Board, 102 E. Wesley Street, Wheaton, Illinois 60187, until 11:00 a.m. local time, on June 9, 2015, at which time they will be publicly opened and read aloud. Bids received after 11:00 a.m. on June 9, 2015 will be rejected and returned unopened. No bid may be withdrawn for at least ninety (90) days after the opening of bids.

The Wheaton Park District Board of Park Commissioners reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a proposal and reject the remainder without disclosure for a reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the Park District.

Bids shall not include federal excise tax or state sales tax for materials and equipment to be incorporated in, or fully consumed in the performance of, the work. An Exemption Certificate will be furnished by the Park District on request of the Bidder, for use in connection with this Project only.

All bid proposals must be accompanied by a bid bond or bank cashier's check payable to the Wheaton Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

The Bidder(s) selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity.

BY THE ORDER OF THE BOARD OF PARK COMMISSIONERS OF THE WHEATON PARK DISTRICT

Michael J. Benard  
Secretary



## INSTRUCTIONS TO BIDDERS

**BID SECURITY.** Each bid shall be accompanied by a bid bond, executed by a surety company authorized to do business in the State of Illinois, or a bank cashier's check drawn on a solvent bank or savings and loan association in the amount of ten percent (10%) of the bid, and made payable to the Wheaton Park District, as a guarantee that if the bid is accepted, the Bidder will enter into a contract with the Park District and will commence performance of the services requested.

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Wheaton Park District Board of Park Commissioners.

The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable certificate of insurance naming the Wheaton Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the contract for the services presented by the Park District.

The failure of the successful Bidder to enter into the contract and supply the evidence of insurance within ten (10) days after the contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the contract to the next responsible Bidder, or re-advertise for bids. In the event of a default, the Park District need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a contract for the services is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

**SUBMISSION OF BIDS.** Bids must be submitted in sealed envelopes and marked as "Waste Removal Service Bid" and showing the name of the Bidder and the Bid Submittal Deadline. Bids must be submitted no later than 11:00 a.m. local time on June 9, 2015 (Bid Submittal Deadline) to the Wheaton Park District, 102 E. Wesley, Wheaton, IL 60187, Attention: Secretary of the Board. Bids arriving after the Bid Submittal Deadline will not be accepted. Mailed bids arriving after the Bid Submittal Deadline will not be accepted regardless of post marked time on the envelope and will be returned unopened.

It is the sole responsibility of the Bidder to see that his/her bid is received in proper time. No faxed or e-mail bid or modification of a bid will be considered. No bids submitted after the Bid Submittal Deadline will be considered; late bids will be returned to the Bidder unopened. The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive and returned.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of the work. An Exemption Certificate will be furnished by the Park District upon request of the Bidder.

Bidder must acknowledge all Addenda received in the spaces provided on the Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Attached to the Bid Form will be certain supplements. Bidders shall complete all forms, entering "Not Applicable" where information does not apply to their portion of the work. Failure to complete said supplements will be reason for possible rejection of bid.

Attached to the Bid Form will be bid one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the contract with the Park District.

**BID FORMS.** Bid must be submitted on preprinted Bid Forms supplied by the Wheaton Park District. Failure to use the Bid Forms provided could result in rejection of the bid proposal. Do not detach any portion of this document; invalidation of the bid could result.

All blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly completed in ink or type written. All signatures must be completed in ink.

**BIDDER IDENTIFICATION.** Bids must contain the name of every person, firm, or corporation interested therein, and shall be accompanied by a Statement of Qualifications, which, must be signed and notarized.

**BID OPENING AND BID RESULTS.** Bids shall be opened publicly and read aloud at the Wheaton Park District, 102 E. Wesley Street, Wheaton, Illinois on June 9, 2015. Interested parties are invited to attend the bid opening. The only information read aloud at the public bid opening will be the total annual cost for Trash and Recycling contained on Attachment "B" of the Bid Proposal Form. Attachment "A", Table 1 will be considered optional and need not be completed for the purposes of bidding. The low Bidder will be required to complete this form prior to award. A tabulation of bids received will be available within a reasonable time after the bid opening. Bid results will be faxed or mailed to interested parties upon request. Bidders shall keep their bids open for at least ninety (90) days after submission. The Park District shall, at its sole discretion, accept the bid of the lowest responsive and responsible Bidder on the basis of the bid that is in the best interest of the Park District to accept.

The Park District reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of work of all bids which are separately set forth on the bid proposal form and reject others, as the Park District shall in its sole discretion determine to be in its best interests; and/or (4) award the contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted bid proposal form. The successful Bidder so selected may not refuse to enter into a contract with the Park District on the basis that the Park District awarded a contract for less than all portions or items of the work specified in the Bid Documents. The Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding when, in its opinion, the best interest of the Park District will be served by such actions.

**BID WITHDRAWAL.** Bidders' authorized representatives may withdraw bids only by written request received by the Park District before the Bid Submittal Deadline. After that time, Bidders may not withdraw their bids for a period of ninety (90) days from the Bid Submittal Deadline.

**INFORMED BIDDERS.** Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and Specifications of the work or materials to be furnished. The failure or omission of any

Bidder to receive or examine any form, or instrument shall in no way relieve any Bidder from any obligations with respect to his/her bid. By submitting a bid, the Bidder agrees and warrants that he/she has examined the Specifications, and where the Specifications require in any part of the work, that a given result be produced, that the Specifications are adequate and the required result can be produced under the Specifications. Once the award has been made, failure to have read all the conditions, instructions and Specifications of this project shall not be cause to alter the original contract or to request additional compensation.

**LATE BIDS.** Bids received after the Bid Submittal Deadline will be rejected and returned to Bidders unopened.

**PRICES, NOTATIONS, AND MISTAKES.** All prices and notations must be in ink or typewritten. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern.

The total bid amount is to be shown in both words and figures where indicated. In case of a discrepancy between words and figures, the words shall prevail, unless it clearly appears in the Park District's opinion that the words rather than the figures are in error. Bidders are warned against making any erasures or alterations of any kind, and bids which contain omissions, erasures, conditions, alterations, or additions not called for may be rejected.

**QUESTIONS, INTERPRETATION, OR CORRECTIONS OF DOCUMENTS.** Bidders shall notify the Park District promptly of any error, omission, or inconsistency that may be discovered during examination of the bid solicitation. Requests for interpretation, correction, or clarification shall be made in writing to the Park District at 102 E. Wesley Street, Wheaton, Illinois. *Questions regarding these Bid Documents must be submitted in writing to the Park District either by mail, to the above address, or by facsimile (630) 665-5880 and shall be submitted at least five (5) working days before the Bid Submittal Deadline.* Any questions received after the deadline will not be addressed. Bidder's company name, address, phone and fax number, and contact person must be included with the questions or comments. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

**REFERENCES.** No bid will be considered from any Bidder unless he is known to be skilled and regularly engaged in performing the services as described in the Bid Documents and is able financially and otherwise to perform the services consistent with the contract the successful Bidder enters into. All bids must be accompanied by a list of at least three (3) commercial or municipal clients for which the Bidder has provided such services as described in the Bid Documents within the past three (3) years (2013-2015) that would assist the Wheaton Park District in determining the scope or extent of services that the Bidder is capable of providing. Said references must include the client's name, address, telephone number, and the name of a contact person. Each Bidder must also include a list of any lawsuits or arbitration cases filed against it within the last five (5) years (2010- 2015). The Wheaton Park District may also request such other information as will satisfy it that the Bidder is able, financially and otherwise to deliver the services pursuant to the Bid Documents.

**ADDENDA.** All clarifications, corrections, or changes, to the Park District's bid solicitation documents will be made by Addendum ***only***; the Park District accepts no responsibility for any other claimed interpretations. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid conference. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the contract. Addendum will be sent to all Bidders of record by facsimile or US mail. It is each Bidder's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. It is also the responsibility of each Bidder to verify that all sub-contractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with

the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening. All Addenda must be acknowledged and returned on or before the Bid Submittal Deadline, unless otherwise directed by an Addendum; the failure of a Bidder to acknowledge any Addenda shall not relieve the successful Bidder of the responsibility for complying with the terms thereof.

**ACCEPTANCE AND CONTRACT.** The Park District will award the contract to the lowest most responsible and responsive Bidder, as determined by the Park District. In considering the Bidder's responsibility, the Park District may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Park District shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bid Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Bids will be awarded to one Bidder for the entire work or to any series of Bidders for an appropriate proportion of the work. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the services of the contract. The successful Bidder to whom the contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the contract, along with all required insurance within ten (10) days after presentation to him of the contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the contract, and as being in default to the Park District. The Park District may thereupon re-advertise or otherwise award said contract.

The Invitation to Bid, Instructions to Bidders, General Terms and Conditions, Specifications, Contractor's Bid Form, Contractor's Compliance and Certifications Attachment comprise the Bid Documents. The Bid Documents, together with the Agreement for Waste Removal Services included in these Bid Documents and proof of insurance comprise the Contract Documents.

**PROTESTED SOLICITATIONS.** Any actual or qualified prospective Bidder of offeror who is aggrieved in connection with the solicitation or award of a contract ("Award") may protest in writing to the Executive Director of the Park District ("Protest(s)"). Protests may be submitted anytime prior to the Award; however, a Protest of an Award must be submitted in writing to the Executive Director within three (3) business days after the bid deadline.

Subject of Protest

Protesters may file a Protest on any phase of bid solicitation or Award, including, but not limited to, procedure, Specification, Award or disclosure of information marked confidential in the bid or offer.

Form

The written Protest shall include, as a minimum, the following:

- a. The name and address of the protester.
- b. Appropriate identification of the procurement.
- c. A statement of the reasons for the Protest.
- d. Any available exhibit, evidence or documents substantiating the Protest.

#### Decision

The Executive Director shall provide a written determination to the protester within five (5) business days after receiving all relevant requested information.

#### Appeals

A written appeal of the decision issued by the Executive Director must be received by the Park District within 3 business days after the protestor's receipt of the decision. The Executive Director prior to making the final decision may elect to:

- a. Render an immediate decision in the matter;
- b. Request additional documentation or meetings with parties involved;
- c. Select a panel of 2 or more Park District employees who are not involved with the protested requirement to jointly conduct a hearing with individuals on either side of the issue; or
- d. Utilize any other method deemed appropriate to bring the matter to timely resolution.

However, the decision, once issued, shall be final and will complete the administrative procedure. The Executive Director shall issue the final decision within 7 calendar days after receiving such an appeal unless extended by mutual agreement by both parties involved.

#### Stay of Procurement During Protest

In the event of a Protest in accordance with this Section, the Executive Director shall not proceed further with bid solicitation or Award of contract until administrative remedies have been exhausted or until a written determination is made that Award of a contract without delay is necessary to protect substantial interests of the Park District.

## **GENERAL TERMS AND CONDITIONS**

The terms "successful Bidder," "supplier," "vendor," and "Contractor" may be used interchangeably in this section and shall refer exclusively to the person, company, or corporation with which the Wheaton Park District enters into a contract as a result of this invitation to bid. The term "Owner" or "Park District" shall mean the Park District.

**BIDDER AGREEMENT TO TERMS AND CONDITIONS.** Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the Instructions to Bidders and these General Terms and Conditions. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

**COMPLIANCE WITH SPECIFICATIONS.** Bidder hereby agrees that the services offered will meet all the requirements of the Specifications of this Project. Bids failing to comply with the Specifications will be considered non-responsive.

**FORM OF AGREEMENT.** The successful Bidder shall enter into an agreement with the Park District substantially in the same form as Attachment G, "Agreement for Waste Removal Services."

**COMPLIANCE WITH LAWS.** The successful Bidder shall comply with all current federal, state and local and in performance of the services.

**FAILURE TO EXECUTE AGREEMENT.** Failure of the successful Bidder to execute the agreement as specified shall be just cause for cancellation of the award and forfeiture of the bid bond or deposit, which shall become the property of the Park District, not as penalty, but in liquidation of damages sustained.

**TERM OF AGREEMENT.** The term of the agreement is for one year, with the option to renew for two additional one year terms if no unresolved conflicts with regards to service exists, and the annual increase is at or below the rates supplied with the successful Bidder's bid. Understanding that the variables involved with these services are difficult to forecast for any length of time, the Wheaton Park District desires to allow some flexibility for negotiation of future pricing. While the actual annual increases will be negotiated based on conditions at the time of renewal, a maximum increase percentage is required at this time.

**PAYMENT.** Payment to the successful Bidder shall comply with the Local Government Prompt Payment Act, 50 ILCS 505/1.

**INSURANCE.** The successful Bidder must carry insurance coverage of the types, and in the amounts, set forth below:

### **A. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or at Owner's sole option on a more current ISO form or a substitute form providing at least equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-

completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing at least equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. If the additional insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

#### **B. Business Auto and Umbrella Liability Insurance**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing at least equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage at least equivalent to that provided in the 1990 and later editions of CA 00 01.

#### **C. Workers Compensation Insurance**

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 or a substitute endorsement acceptable to Owner under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's and Architect's work.

#### **D. General Insurance Provisions**

##### **1. Evidence of Insurance**

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, and such other evidence of insurance as shall be requested by Owner, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Agreement at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

## **2. Acceptability of Insurers**

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

## **3. Cross-Liability Coverage**

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

## **4. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

## **5. Subcontractors**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

**INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's obligations pursuant to this Agreement, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury,



sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission, by the Contractor, any subcontractor, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Park District's officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of breach of any of their obligations under, or default of, any provision of the Agreement.

**GOVERNING LAW.** This agreement shall be in accordance with the laws of the state of Illinois. The parties stipulate that this agreement was entered into in DuPage County in the State of Illinois. The parties further stipulate that the Circuit Court for the Judicial Circuit, DuPage County, Illinois, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

**SELL OR ASSIGN.** The successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under this agreement without the specific written consent of the Park District. All Bidders must be the prime contractor as defined as the business entity that has entered into an agreement with the Park District. The prime contractor will not have the right to engage the services of a subcontractor for services with regard to this agreement. A subcontractor is defined as any person or business entity employed by the prime contractor to perform part of this contractual obligation while under the control of the prime contractor, further defined as any supplier, distributor, vendor, or firm that furnishes supplies or services to a prime contractor or another subcontractor.

**SEVERABILITY.** If any provisions, or portions of any provisions, of this agreement are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

**TAXES.** The Wheaton Park District is a unit of local government and is exempt from all state, local, and federal taxes. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of the work. An Exemption Certificate will be furnished by the Park District upon request of the Bidder.

## SCOPE OF SERVICE

- Contractor shall follow the agreed upon Pickup Schedule (Table 2 and 3) and will only increase or decrease the number of pickups if the Owner and Contractor agree to a change in writing. Emergency pickups may be called in by the Owner on random occasions and will be picked-up within one (1) business day without additional charge to the unit costs in the Contractor's bid. If these pickups occur on a regular basis, the Owner must be notified and provided written documentation so that a permanent pickup can be added to the schedule and the monthly invoice can be adjusted.
- Contractor's bid shall include all costs associated with waste removal. No surcharges or any other additional charges may be added to invoices during the term of the agreement.
- Contractor shall provide services for a period of up to three (3) years starting August 1, 2015.
- Contractor shall provide one monthly invoice to the Owner. This monthly invoice will be the Total Cost Bid (Bid Price) divided by twelve (12) months. If the Owner increases or decreases services at any facility it will be done so in writing and the monthly invoice will increase or decrease by the bid price per yard/cubic yard.
- Contractor shall provide contact information for the primary person in charge of the account. This will be the main contact for the Owner.
- Contractor shall provide contact information for the primary person in charge of billing. This person should be familiarized with the contract so that any billing questions can be handled promptly.
- Contractor shall provide container equal in capacity (cubic yards) to current container.
- Contractor must provide containers that are in good condition. If a container is determined not acceptable by a visual inspection done by the Owner the container must be replaced.
- Contractor shall review pickup schedule monthly to assure the correct number of pickups are made.

## Recycling Containers Scope of Supply

- Recycling containers listed in Table 2 must be capable of commingled recycling at a minimum, cardboard, plastic, paper, aluminum cans, and reasonably clean tin cans.

## Compost Containers

- Sources for compost material include the Arrowhead Golf Club for food related items and Cosley Zoo for animal waste and organic material. The Owner intends to utilize this service where applicable if unit pricing for such services can be negotiated. Agreed upon unit prices for trash within the current proposal will be decreased to account for the reduction in waste per location.

## PROPOSED SCHEDULE FOR COMPLETION OF BID PROCESS

- Advertised Public Bidding.....May 12, 2015
- Bid Opening.....June 9, 2015
- Award of Bid by Board of Park Commissioners.....June 17, 2015
- Notice of Award Sent to Bidders.....June 24, 2015
- Service begins.....August 1, 2015

**Attachment "A"**

**Table 1 Unit Costs for Calculation of Pick Up Schedules**

(Not required with bid proposal – lowest responsible bidder will need to supply prior to award of contract)

Frequency						
Size Container	6x Weekly	3x Weekly	2x Weekly	Weekly	Monthly	24 - hour notice
<b>Trash - Office Waste</b>						
1 CY	\$	\$	\$	\$	\$	\$
1.5 CY	\$	\$	\$	\$	\$	\$
2 CY	\$	\$	\$	\$	\$	\$
3 CY	\$	\$	\$	\$	\$	\$
4 CY	\$	\$	\$	\$	\$	\$
6 CY	\$	\$	\$	\$	\$	\$
8 CY	\$	\$	\$	\$	\$	\$
10 CY	\$	\$	\$	\$	\$	\$
40 CY	\$	\$	\$	\$	\$	\$
Alternate Sizes						
CY	\$	\$	\$	\$	\$	\$
CY	\$	\$	\$	\$	\$	\$
CY	\$	\$	\$	\$	\$	\$
<b>Trash - Restaurant Waste</b>						
1 CY	\$	\$	\$	\$	\$	\$
1.5 CY	\$	\$	\$	\$	\$	\$
2 CY	\$	\$	\$	\$	\$	\$
3 CY	\$	\$	\$	\$	\$	\$
4 CY	\$	\$	\$	\$	\$	\$
6 CY	\$	\$	\$	\$	\$	\$
8 CY	\$	\$	\$	\$	\$	\$
10 CY	\$	\$	\$	\$	\$	\$
40 CY	\$	\$	\$	\$	\$	\$
Alternate Sizes						
CY	\$	\$	\$	\$	\$	\$
CY	\$	\$	\$	\$	\$	\$
CY	\$	\$	\$	\$	\$	\$
<b>Compost Options – If available</b>						
CY	\$	\$	\$	\$	\$	\$
CY	\$	\$	\$	\$	\$	\$
CY	\$	\$	\$	\$	\$	\$

**TABLE 2- WHEATON PARK DISTRICT PICKUP SCHEDULE FOR TRASH**  
(Must be submitted with Bid)

Locations	Container Size - Type	Number of Pickups per Week	Number of Yearly Pickups	Cost per Pickup (From Table 1)	Annual Cost
Community Center 1777 S. Blanchard	8 CY – Office	Summer* 6X Regular 3X	201	\$	\$
Arrowhead Golf Club 26W151 Butterfield	8 CY - Restaurant	3X	156	\$	\$
Arrowhead Golf Club 26W151 Butterfield	10 CY - Mixed	3X	156	\$	\$
Cosley Zoo 1356 N. Gary	6 CY - Mixed	6X	312	\$	\$
Cosley Zoo 1356 N. Gary	6 CY - Mixed	6X	312	\$	\$
Park Services 1000 Manchester	20 CY (Yard Waste)	1 – Day Notice (Est. Summer – Weekly; Regular – Monthly)	24	\$	\$
Park Services 1000 Manchester	30 CY - Mixed	1 – Day Notice (Est. Summer – 2X; Regular – 1X)	67	\$	\$
1300 N. West	20 CY (Yard Waste)	1 – Day Notice (Est. Summer – Weekly)	15	\$	\$
<b>Total Annual Cost</b>					<b>\$</b>

\* Summer defined as approximately Memorial Day to Labor Day (15 Weeks)

**Table 3 Pickup Schedule for Recycling Containers**  
(Must be Submitted with Bid)

**Recycling containers listed in Table 3 must be capable of commingled recycling at a minimum the following items, cardboard, plastic, paper, aluminum cans, and reasonably clean tin cans.**

<b>Locations</b>	<b>Container Size</b>	<b>Number of Pickups per Week</b>	<b>Number of Yearly Pickups (Weekly X 52)</b>	<b>Cost per Pickup (From Table 1)</b>	<b>Annual Cost</b>
Community Center 1777 S. Blanchard	2 CY	Summer* 6X Regular 3X	201	\$	\$
Community Center 1777 S. Blanchard	2 CY	Summer* 6X Regular 3X	201	\$	\$
Arrowhead Golf Club 26W151 Butterfield	8 CY	3X	156	\$	\$
Cosley Zoo 1356 N. Gary	2 CY	1X	52	\$	\$
Park Services 1000 Manchester	6 CY	1X	52	\$	\$
<b>Total Annual Cost</b>					<b>\$</b>

\* Summer defined as approximately Memorial Day to Labor Day (15 Weeks)

Attachment "B"  
**BID PROPOSAL FORM**  
(Must be Submitted with Bid)

Total Annual Cost - Trash	
Total Annual Cost - Recycling	

**\* The Bid Price divided by 12 months should be equal to the Total Monthly Rate that is billed to the Owner. This monthly rate will be adjusted if necessary according to the cost per yard or cubic yard quoted on Table 1 and below if there is an increase or decrease in pickup frequency.**

The Park District shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

**Alternate 1**

**Total Annual Cost - Compost Collection (Add/Deduct from above) \$** \_\_\_\_\_

If a determination is made in writing by the Owner or the successful Bidder and signed by both parties that the pickup schedule should increase or decrease from the estimated number of pickups, then the Total Monthly Rate quoted will be adjusted by the rates quoted in Table 1. It is recognized that a container with the same or similar dimensions may be labeled in yards by one Bidder and cubic yards by another.

Occasionally the Owner is in need of 20, 30, or 40-yard temporary roll off containers for approximately eight special events per year. Please quote the cost per yard/cubic yard for delivery, pickup, and disposal of these containers. Roll off containers for special events are for event generated waste (general litter, food containers, beverage containers, etc.). Container will be at site no longer then five days. Please note that these events are typically attended by a large number of people who will have the opportunity to view the condition of your container and any name recognition that may be labeled on it.

**Cost per Container**

Container Size	Cost
20 Yard	
30 Yard	
40 Yard	

**Maximum Annual Percentage Increases**

These percentages will be used as a maximum increase in the event that this contract is extended to subsequent years. This increase will apply to all unit costs supplied with this proposal.

	Maximum Percentage Increase
Year 2	%
Year 3	%

Attachment "B"  
**BID PROPOSAL FORM**  
(Must be submitted with bid)

Bidder hereby certifies that it has read, understand, and will fully and faithfully comply with these Bid Documents, its attachments and any referenced documents. Bidder also hereby certifies that the prices offered were independently developed without consultation with any of the other Bidders or potential Bidders.

\_\_\_\_\_  
Authorized Signature                      Company's Legal Name

\_\_\_\_\_  
Printed Name                              Address

\_\_\_\_\_  
Title                                      City, State & Zip Code

\_\_\_\_\_  
Telephone Number                      FAX Number

\_\_\_\_\_  
Authorized Signature E-mail Address                      Company E-mail Address

**Accounts Receivable Contact Name:** \_\_\_\_\_

**Acknowledgement of Addendums**

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

**For questions regarding this offer: (If different from above)**

\_\_\_\_\_  
**Contact Name                      Phone Number                      Fax Number**

\_\_\_\_\_  
Email Address

FEDERAL TAXPAYER ID NUMBER: \_\_\_\_\_

Bidder hereby certifies it is a: Proprietorship \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_



Attachment "C"  
(Must be Submitted With Bid)

**REFERENCES**

1.	Project Name:		
	Date:		Phone:
	Contact:		
2.	Project Name:		
	Date:		Phone:
	Contact:		
3.	Project Name:		
	Date:		Phone:
	Contact:		
4.	Project Name:		
	Date:		Phone:
	Contact:		

Attachment "D"  
(Must be Submitted With Bid)

**STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: \_\_\_\_\_

Permanent main office address: \_\_\_\_\_

When organized: \_\_\_\_\_

If a corporation, where incorporated: \_\_\_\_\_

How many years you have been engaged in business: \_\_\_\_\_

General scope of work or products supplies: \_\_\_\_\_

Have you ever failed to complete any work awarded to you? \_\_\_\_\_

If so, where and why \_\_\_\_\_

Have you ever defaulted on a contract? \_\_\_\_\_

Credit available: \$ \_\_\_\_\_

Give Bank reference: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Will you, upon request, fill out a detailed financial statement and furnish any other information required by Wheaton Park District?  
\_\_\_\_\_

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Wheaton Park District in verification of the recitals comprising this Statement of Bidder's qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Name of Bidder

By \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_ )

SS.

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn deposes and says that he/she

is \_\_\_\_\_ of \_\_\_\_\_

Title

Name of organization

And that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_

Attachment "E"  
(Must be Submitted with Bid)

**VENDOR IDENTIFICATION FORM**

If the Bidder is a corporation:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
State in which Incorporated

Signature of Officer authorized  
to make this agreement:

\_\_\_\_\_  
Signature of Officer/Printed Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone Number

If the Bidder is a partnership,  
fill in the following blanks:

\_\_\_\_\_  
Name of Partnership-List Names

Signature of at least one partner:

\_\_\_\_\_  
Member of Firm

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone Number

If the Bidder is an individual,  
fill in all the following blanks:

\_\_\_\_\_  
Signature of Individual/Printed Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone Number

## CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Wheaton Park District and the Contractor. Breach by the Contractor of any of the certifications may result in immediate termination of the contractor's services by the Park District.

The Undersigned contractor hereby certifies, affirms and agrees as follows:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the service of Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations included without limitation those relating to 1) fair employment practices, affirmative action, and prohibiting discrimination in employment; 2) workers' compensation; and 3) workplace safety.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid -rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Wheaton park District, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- F. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the contract by Contractor with any persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid propos or in Contractor; (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other

G. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.

H. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

I. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency to taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.

J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the sections required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

K. Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et seq.*) and, upon request of the Wheaton Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

\_\_\_\_\_ appeared before me this day and, being first duly sworn on oath,  
acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and  
deed of the Contractor.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

(SEAL)

## Attachment G

### AGREEMENT FOR WASTE REMOVAL SERVICES

This Agreement for Waste Removal Services (the "Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Wheaton Park District, an Illinois park district (the "Park District") with its principal place of business at 102 E. Wesley Street, Wheaton, Illinois, and \_\_\_\_\_, a \_\_\_\_\_ corporation (the "Contractor"), with its principal place of business at \_\_\_\_\_, collectively referred to as the "Parties" or individually as "Party."

### WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

#### **1. Labor and Materials**

The Contractor shall provide all labor, equipment and materials required to complete the following work: Trash Removal and Recycling Services (the "Work"), as indicated in the Project Manual for Waste Removal Service, dated May 12, 2015, attached to and incorporated as part of this Agreement as **Exhibit A** (the "Project Manual").

#### **2. Contract Documents**

The Contract Documents consist of this Agreement between the Park District and the Contractor, the Invitation to Bid, Instruction to Bidders, General Terms and Conditions, Contractor's Bid Form dated \_\_\_\_\_ and attached to and incorporated as part of this Agreement as **Exhibit B**, Contractor's Compliance and Certifications Attachment, attached to and incorporated as part of this Agreement as **Exhibit C**, Addenda \_\_\_\_\_ dated \_\_\_\_\_, attached to and incorporated as part of this Agreement as **Exhibit D**, and any modifications issued after the execution of this Agreement. All of the terms, conditions and specifications contained in the Project Manual are incorporated herein.

#### **3. Term**

The term of this Agreement shall be for one (1) year, commencing on August 1, 2015 and expiring on July 31, 2016, unless terminated earlier pursuant to the terms of this Agreement (the "Initial Term"). This Agreement may be renewed by the Park District for two (2) additional one (1) year periods as follows: a) commencing on August 1, 2016 and expiring on July 31, 2017 ("Second Term"); and b) commencing on August 1, 2017 and expiring on July 31, 2018 ("Third Term") (collectively, the Initial, Second and Third Term shall be referred to as the "Term"), for the Contract Sums specified in Section 5 of this Agreement and upon such other conditions as the Parties mutually agree.

#### **4. Performance of Work**

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project sites.

## **5. Contract Sum**

The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Agreement as follows:

A. Initial Term: Annual Total of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), payable in twelve (12) monthly installments. This Contract Sum may be adjusted based on the cost per yard or cubic yard in accordance with Contractor's Bid Form in the event the trash pick-up schedule increases or decreases in frequency from the estimated number of pick-ups specified in the Project Manual.

B. In the event this Agreement is renewed for two additional terms, the maximum percentage increase applied to all unit costs shall be as follows:

- i. Second Term:
- ii. Third Term:

## **6. Payment**

Payment shall be made by the Park District to the Contractor upon the Park District's receipt of a monthly invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (5 ILCS 505/1 *et seq.*).

## **7. Cleaning Up**

The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement.

## **8. Title**

Title to the waste materials removed by Contractor as part of the Work shall transfer to Contractor upon Contractor's receipt or collection of said materials unless otherwise provided by applicable law.

## **9. Safety of Persons and Property**

- A. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
  - i. employees engaged in the Work and other persons who may be affected thereby; and
  - ii. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors.



- B. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except to the extent said damage or loss is attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

## **10. Termination**

- A. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination and for proven, out-of-pocket costs with respect to materials and equipment ordered but not used by Contractor for the Work prior to receipt of the notice of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

- B. Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District, in either case upon written notice to Contractor without opportunity to cure.

(ii) In the event Contractor shall have: (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; or (b) consented to the appointment of a receiver or trustee for all or a part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Contractor and the same shall not have been dismissed within thirty (30) days of such filing, then in said event the Agreement shall automatically terminate.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

#### **11. Insurance**

Contractor will procure and maintain during the Term the insurance coverages provided in **Exhibit E**, attached to and incorporated by this reference in this Agreement, or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

#### **12. Indemnification**

Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents in accordance with **Exhibit E**.

#### **13. Compliance with Laws and Permits**

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations, including but not limited to those laws specified in Contractor Compliance and Certifications Attachment. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

#### **14. Choice of Law and Venue**

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

#### **15. No Liability**

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

#### **16. No Third Party Beneficiary**

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

#### **17. No Waiver**

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

#### **18. Independent Contractor**

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

#### **19. Non-Assignment**

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

#### **20. Notices**

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile transmission provided such transmission together with fax machine generated confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addressees:

If to Park District:      Wheaton Park District  
                                         102 E. Wesley Street  
                                         Wheaton, IL 60187  
                                         (Fax) 630-665-5880  
                                         Attention: Executive Director

If to Contractor:

#### **21. Entire Agreement; No Amendment**

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

**22. Headings**

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

**23. Severability**

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

**WHEATON PARK DISTRICT**

By:

---

Attest:

By:

---

**CONTRACTOR**

By:

---

Attest:

By:

---

## Checklist of Bid Proposal Forms

A properly executed bid proposal shall include the following information and forms. All of the necessary forms are included in these detailed specifications.

1. Attachment "A" Table 1, 2, and 3 - Pickup Schedule
2. Attachment "B" Bid Proposal Form
3. Attachment "C" References
4. Attachment "D" Statement Of Bidder's Qualifications
5. Attachment "E" Vendor Identification Form
6. Attachment "F" Contractor Compliance and Certifications Attachment
7. Attachment "G" Agreement for Waste Removal Services

TO: Board of Commissioners  
FROM: Rob Sperl, Director of Planning  
THROUGH: Michael Benard, Executive Director  
RE: Toohey Tree Removal  
DATE: June 8, 2015

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**SUMMARY:**

There are currently eight (8) large Cottonwood trees at Toohey Park on the edge of the pond behind safety city. They are at the end of their lifespan and we have significant concerns about the damage they would cause by falling. Recently one of them has leaned into an adjacent tree. It has been stabilized but needs to be addressed.

The tight location of the trees between safety city and our overhanging deck/boardwalk prevents this from being a job that can be accomplished by staff. Three quotes were solicited for this work and are as follows:

<i>Contractor</i>	<i>Amount</i>
Abbot Tree Care Professionals	\$10,000.00
Kramer Tree Specialists, Inc.	\$15,599.00
Family Landscaping & Tree Werks, Inc.	\$16,000.00

Abbot Tree Care Professionals has completed projects for the district in the past. Staff has been pleased with their work.

**PREVIOUS COMMITTEE/BOARD ACTION:**

NA

**REVENUE OR FUNDING IMPLICATIONS:**

\$2,500 is budgeted for contractual tree services in 10-101-000-52-5210-0000. We will need to exceed this amount to complete this work.

**STAKEHOLDER PROCESS:**

N/A

**LEGAL REVIEW:**

N/A

**ATTACHMENTS:**

N/A

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's approve a contract with Abbott Tree Care Professionals for the Toohey Park Tree Removals in the amount of \$10,000.00.



# ABBOTT Tree Care Professionals

(630)681-8733

P.O. Box 249, Wayne, IL 60184  
fax (630)372-0332 [www.abbotttreecare.com](http://www.abbotttreecare.com)



PROPOSAL Wheaton Park District 201555827

## Billing Information: 130511

**Kevin Flynn**

Kevin Flynn  
Wheaton, IL 60187

Phone 630-510-4972

Phone 630-639-8783

Fax 630-665-8946

[KFlynn@WheatonParks.org](mailto:KFlynn@WheatonParks.org)

## Estimator:

**Wednesday, May 06, 2015**

John Huber 630-309-8733

[johnh@abbotttreecare.com](mailto:johnh@abbotttreecare.com)

## Job Site:

Kevin Flynn

Wheaton, IL 60187



#	Item	Description	Qty	Cost
<b>Back Yard</b>				
1	Cottonwood	Remove Tree(s) - Cut stump flush.	8	\$10,000.00
Notes:				Subtotal: \$10,000.00
				<b>Total: \$10,000.00</b>

Includes all hauling, disposal and rake clean up of debris, stump chips wil be left in a pile on site.no backfilling of the holes - unless otherwise noted... if you have any questions concerning this estimate please call the office at 630-681-8733

This proposal has my approval for work to commence, and my agreement to the conditions listed on the last page.

Customer Signature

Date





## **TREE PRUNING**

Our pruning standards are in accordance with the National Arborist Association, International Society of Arboriculture, and the ANSI A300.

## **HAZARD REDUCTION PRUNING**

This is recommended where safety considerations are a priority and to reduce the danger of a specific target caused by visibly defined hazards in a tree. The following will be removed: dead, diseased, decayed, and obviously weak branches. Also removal of said debris unless otherwise specified.

## **MAINTENANCE PRUNING**

This is recommended when the primary objective is to maintain or improve tree health and structure. The following will be removed: dead, dying, diseased, decayed, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance of branches. Also removal of said debris unless otherwise specified.

Hazard reduction pruning and maintenance pruning should consist of one or more of the following pruning types.

### **CROWN CLEANING**

*Selective removal of one or more of the following items: dead, dying, or diseased branches, weak branches and water sprouts.*

### **CROWN THINNING**

*Selective removals of branches to increase light penetration, air movement, and reduce weight.*

### **CUSTOM PRUNING**

*Removal of specific limbs or specific areas of the crown to allow a view of an object from a predetermined point.*

### **CROWN RAISING**

*Removal of the lower branches of a tree to provide clearance.*

### **CROWN REDUCTION, OR CROWN SHAPING**

*This decreases the height and/or spread of a tree. Consideration should be given to the ability of a species to sustain this type of pruning.*

### **CROWN RESTORATION**

*Pruning to improve the structure, form and appearance of trees, which have been severely headed, vandalized, or storm damaged.*

## **TREE REMOVAL**

Complete removal of the tree within 6" of ground level and hauling away of all debris unless otherwise specified. The stump will be cut as low to the ground as possible.

## **FIREWOOD**

The wood is cut into pieces measuring 16"-18" in length and is NOT split.

## **LAWN DAMAGE**

During tree pruning or removal, some minor lawn damage may occur.

## **STUMP REMOVAL**

The stump will be ground 6"-12" below ground level not including feeder roots. The stump chips from this process will remain on site. If our company removed trees that are to be stumped as well, we will return on an unannounced day to complete the stump removal.

## **LOG LOADER**

Our crew will return to the job site within a few days to pick up any logs left on site.

## **J.U.L.I.E. (Joint Utility Locating Information for Excavators)**

Our company will contact J.U.L.I.E. to request a utility locate when necessary. It is the client's responsibility to mark any privately installed utility lines: gas (grill), electric (landscape lighting), cable, telephone, dog fences, etc. not located by J.U.L.I.E., unless otherwise specified.

## **SCHEDULING**

Job scheduling is dependent on weather conditions and workloads. Unless noted on the contract or previously arranged with our office, our crew will present itself unannounced to do the accepted work.

## **EMERGENCY SITUATIONS**

Emergency situations are placed as a priority. Therefore, we will respond as quickly as possible.

## **INSURANCE**

Our company is insured for personal injury and property damage liability. Our workers are covered by Worker's Compensation. If proof is requested, we will send a copy of our Certificate of Insurance to the client.

## **PAYMENT**

Full payment is due upon job completion. If a client is not present when the work is completed, the invoice will be mailed and due within 7 days of the invoice date. A 1 1/2% per month interest charge will be added after 30 days. Acceptance of proposal acknowledges responsibility for any and all legal fees associated with the recovery of payment for work at the job address by Abbott Tree Care. If payment is not made to Abbott Tree Care within 90 days after job completion, account will be forwarded to an outside agency for delinquent account collection.



## Kramer Tree Specialists, Inc.

300 Charles Court  
West Chicago, IL 60185

Office: (630) 293-5444 [www.kramertree.com](http://www.kramertree.com) Fax: (630) 293-7667



Page 1

### Commercial Proposal

May 7, 2015

#### Tree Maintenance

**Proposal For:**

Larry Bower  
Director  
Wheaton Park District  
1000 Manchester Road  
Wheaton, IL 60187

Home: 639-8783

Office: 653-5429

Mobile: 917-4831

Fax: 665-8946

[kflynn@wheatonparks.org](mailto:kflynn@wheatonparks.org)

**Proposal #:** 361086

**Customer #** 5478

**Proposal Date:** 5/7/2015

**Proposal Status** Issued

**KTS Certified Arborist**

Jose Corona

[jcorona@kramertree.com](mailto:jcorona@kramertree.com)

Cell Phone 630-440-3919

**Payment Terms: Net 30**

**Job Site:** Kevin Flynn  
4 Toohey Park  
1900 Orchard Road  
Wheaton, IL 60187

**Phone1:**

**Phone2:**

**Fax:**



**Thank You For Considering Kramer Tree Specialists, Inc.  
Our Company WILL Exceed Your Expectations**





**Kramer Tree Specialists, Inc.**  
300 Charles Court  
West Chicago, IL 60185  
Office: (630) 293-5444 www.kramertree.com Fax: (630) 293-7667



Page 2

## Commercial Proposal

### Tree Maintenance

May 7, 2015

**Proposal #:** 361086

Please initial the box next to the line item you wish to Authorize, then return All pages of the signed Proposal via Email or Fax.

Item #	Plant Species	Qty	Service Recommended	Condition	DBH	Item Charge
<input type="checkbox"/> 1	Cottonwood	8	Removal of Tree		22-48"	\$15,599.00

**Notes:**

**Service:** I recommend removal of the tree(s). Cut tree(s) as close to ground as possible. Leave Stump(s).

**Payment Due In Full within 30 days of receipt of Invoice**  
Payment via cash, check or credit card accepted



**To Authorize this Proposal...**

So that we may schedule this work, please return a signed copy of this Proposal via mail or fax, or you may email your Certified Arborist with your authorization

**This Proposal is valid for 30 days.**

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_

THIS PROPOSAL INCLUDES ONLY A VISUAL INSPECTION OF ACCESSIBLE COMPONENTS OF THE TREES TO DETERMINE THE SCOPE OF THE WORK REQUESTED, AND SHALL NOT BE CONSIDERED A TREE RISK EVALUATION.

Kramer Tree Specialists can not be responsible for unmarked underground utilities, structures, sprinkler systems, etc. that may be damaged in the work process. Above listed work includes all hauling, disposal, and rake clean-up of debris-unless otherwise noted

Certificate of Insurance available upon request



☐ SCHEDULED Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



When Your Family Can't Do The Job, Ours Will!

**FAMILY**  
LANDSCAPING & TREE WORKS, INC.

227 W. GRAND LAKE BOULEVARD  
WEST CHICAGO, IL 60185

PHONE 630.876.TREE (8733)

FAX 630.876.8788

www.familylandscapingandtreeworks.com

EMAIL Familytreecare@sbcglobal.net



Wheaton Park District  
Kevin Flynn  
1000 Manchester Road  
Wheaton, IL 60187

Phone: 630-639-8783

Fax:

Work:

Mobile:

Email: kflynn@wheatonparks.org

Date: 6/8/2015

Proposal: 5974

Estimator: Jeff Bilek

Appt Date:

Tracking:

**>>PROPOSAL FOR WORK. WHEN ACCEPTED, PROPOSAL IS CONTRACT.<<**

**\*\*All debris except chips from stump removal are removed off-site unless otherwise specified with an additional charge.\*\***

SITE ADDRESS: **Toohey Park- 1900 Orchard Road, Wheaton**

Type of Work	Location	Description	Price
Remove	Behind bldg.	Remove (8) Cottonwood trees by pond marked w/ white ribbon, flush cut	
MINIMUM CHARGE \$300			TOTAL
			\$16,000.00

*A convenience fee of \$5.00 will be applied on credit card payments up to \$500.00.*

*A convenience fee of \$10.00 will be applied on credit card payments over \$500.00.*

**\*\*FULLY INSURED\*\***

IF YOU WOULD LIKE TO ACCEPT, PLEASE SIGN AND RETURN THE PROPOSAL TO OUR OFFICE.

The undersigned hereby agrees to pay all reasonable attorneys' fees, costs, and expenses incurred by Family Landscaping & Treeworks, Inc. in the collection and enforcement of this contract, whether or not a lawsuit is filed.

**THE UNDERSIGNED HEREBY AGREES TO ALL CONTRACT CONDITIONS LISTED ON THE REVERSE SIDE. (OVER)**  
**ACCEPTED AND AGREED:**

**X** \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

**PAYMENT IS REQUIRED AT TIME OF SERVICE**

☐ BUCKET TRUCK ☒ CRANE ☐ LOG LOADER ☐ SM/LG BOBCAT ☐ STUMPER ☐ JULIE ☐ COM-ED LINE DROP

**CREW NOTES:**

JULIE #:

TO CLEAR:

**TREE WORK COMPLETED** \_\_\_\_/\_\_\_\_/\_\_\_\_ **Start time** \_\_\_\_ **Finish time** \_\_\_\_

☐ **ACCEPTED Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_ **STUMPS YES NO COMPLETED** \_\_\_\_/\_\_\_\_/\_\_\_\_  
**LOGS YES NO COMPLETED** \_\_\_\_/\_\_\_\_/\_\_\_\_

TO: Board of Commissioners

FROM: Rob Sperl, Interim Director of Parks and Planning

THROUGH: Michael Benard, Executive Director

RE: Central Park Sports Lights

DATE: June 10, 2015



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### **SUMMARY:**

Staff requested bids for the sport lighting for two softball/ baseball fields and three multi-purpose sports fields. The third softball/ baseball field on the north east corner of the site will remain unlit at this time.

Bids were solicited on April 20, 2015 and they were opened on June 2, 2015. The results were as follows:

<i>Contractor</i>	<i>Base Bid Total</i>	<i>Alternate #1</i>
Jasco Electric	\$408,114.00	No Bid
Barton Electric	\$410,304.00	No Bid
Thorne Electric	\$429,754.48	\$450,914.87
Excel Electric	\$440,640.00	No Bid

The low bidder Jasco Electric has a good understanding of the project, has completed numerous projects of a similar nature and references checked were very positive.

### **PREVIOUS COMMITTEE/BOARD ACTION:**

A contract was awarded in April to Berg Engineering to develop plans and specifications for the Central Park Sports Lighting.

A contract was awarded in April for grading work on the infields and path.

A contract was awarded in May for fencing work.

### **REVENUE OR FUNDING IMPLICATIONS:**

The current fiscal year budget (40-000-187-57-5701-0000) includes the following items:

<b>Description</b>	<b>Budget</b>	<b>Grading Contract JEM Morris</b>	<b>Fence Contract Northern IL</b>	<b>Jasco Electric</b>
Athletic Field Development	\$95,000	\$68,650	\$58,175	
Perimeter Path	\$75,000	\$75,000		
Athletic Field Lighting	\$525,000			\$408,114
Retaining Wall Fence	\$25,000		\$25,000	
<b>Total</b>	<b>\$720,000</b>	<b>\$143,650</b>	<b>\$83,137</b>	<b>\$408,114</b>

If the bid from Jasco Electric is approved, the total project cost will be at \$634,901; approximately \$85,000 below the overall budget for this project. Please note that we will need to absorb some minor costs related to the turf establishment from these funds.

**STAKEHOLDER PROCESS:**

N/A

**LEGAL REVIEW:**

Contract documents were provided by our legal counsel.

**ATTACHMENTS:**

N/A

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's approve a contract with Jasco Electric for the Central Park Sports Lights in the amount of \$408,114.



Brian M. Berg, Jr., P.E., LEED® A.P.  
Daniel J. Brown, P.E.  
Charles A. Easley, A.I.A.  
Mark J. Goedjen, P.E.

June 8, 2015

Mr. Steve Hinchee  
Wheaton Park District  
1000 Manchester Rd.  
Wheaton, IL 60187

Re: Wheaton Park District - Central Park Lighting  
BEC# 4259

Dear Mr. Hinchee:

We have reviewed the bids on the above project and attended the bid opening that both you and Rob Sperl attended. The summary of the bids is as follows:

Contractor	Base Bid	Alternate #1	References	Bid Bond	Addendum # 1
Jasco Electric	\$408,114.00	No Bid	yes	yes	yes
Barton Electric	\$410,304.00	No Bid	yes	yes	yes
Thorne Electric	\$429,754.48	\$450,914.87	yes	yes	yes
Excel Electric	\$440,640.00	No Bid	yes	yes	yes

The base bid system is the Musco sports lighting solution. The alternate # 1 is a sports lighting system by Qualite. Alternate # 1 was not a mandatory alternate.

There was a third manufacturer (National Lighting Solutions) developing a LED solution for the sports lighting. No bids were submitted for this solution.

Based on the bids and the contractors submitting the bids, we would recommend the low bidder, Jasco Electric.

If you have any questions, please call.

Very truly yours,  
Berg Engineering Consultants, Ltd.

Charles A. Easley A.I.A.  
Principal  
CAE/cae

## **WHEATON PARK DISTRICT**

### **AN ORDINANCE ADOPTING PREVAILING WAGE RATES TO BE PAID TO LABORERS, MECHANICS AND OTHER WORKERS PERFORMING CONSTRUCTION OF PUBLIC WORKS FOR THE WHEATON PARK DISTRICT**

#### **ORDINANCE NO. 2015-02**

**WHEREAS**, the State of Illinois has enacted the Prevailing Wage Act, approved June 26, 1941, as amended, being 820 ILCS 130/0.01 through 130/12 (the "Act"); and

**WHEREAS**, the Act requires that during the month of June of each calendar year the Board of Park Commissioners of the Wheaton Park District (the "Park District") investigate and ascertain the prevailing rate of wages, as defined in said Act, in the "locality" of the Park District for laborers, mechanics and other workers performing construction of public works for the Park District;

**NOW, THEREFORE, IT IS HEREBY ORDAINED** by the Board of Park Commissioners of the Wheaton Park District, as follows:

**Section 1:** To the extent and as required by the Act, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the Park District is hereby ascertained to be the same as the prevailing rate of wages for construction work in DuPage County, as determined by the Department of Labor of the State of Illinois (the "Department") as of June 1, 2015, a copy of those determinations being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department shall supersede the Department's June determination and apply to any and all public works construction or demolition undertaken by the Park District. The definition of any terms appearing in this Ordinance which are also used in the Act shall be the same as in the Act.

**Section 2:** Nothing herein contained is intended to apply nor shall be construed to apply said prevailing rate of wages as herein ascertained to any work or employment performed on behalf of this Park District except public works construction or demolition to the extent required by the Act.

**Section 3:** The Park District Secretary shall publicly post or keep available for inspection by any interested party in the main office of the Park District this determination of prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications, and for works awarded to a contractor without a public bid, contract or project specification, shall be attached to the purchase order related to the work to be done or in a separate document.

**Section 4:** The Park District Secretary shall promptly file a certified copy of this Ordinance



with the Illinois Department of Labor in Springfield, Illinois.

**Section 5:** Within thirty (30) days after filing a certified copy of this Ordinance with the Illinois Department of Labor, the Park District Secretary shall cause to be published in a newspaper of general circulation within the area a notice that this determination is effective and constitutes the determination of this public body.

**Section 6:** The Park District Secretary shall mail a copy of this Ordinance to any employer, and to any association of employers and to any person or association of employees who have filed or file their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Adopted by roll call vote this 17 day of June, 2015.

AYES:

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NAYS:

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ABSENT:

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President, Board of Park Commissioners  
Wheaton Park District

ATTEST:

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Secretary, Board of Park Commissioners  
Wheaton Park District

STATE OF ILLINOIS                     )  
                                                      )  
COUNTY OF DuPage                 )       SS

**SECRETARY'S CERTIFICATION**

I, Michael J. Benard, do hereby certify that I am Secretary of the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Park District, and

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of Ordinance No. 2015-02  
AN ORDINANCE ADOPTING PREVAILING WAGE RATES TO BE PAID TO LABORERS,  
MECHANICS AND OTHER WORKERS PERFORMING CONSTRUCTION OF PUBLIC WORKS  
FOR THE WHEATON PARK DISTRICT

adopted at a duly called Regular Meeting of the Board of Park Commissioners of the Wheaton Park District, held at 303 W. Wesley, Wheaton, Illinois, in said Park District at 7:00 p.m. on the 17 day of June, 2015.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Park District at Wheaton, Illinois, this 17 day of June, 2015.

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Secretary, Board of Park Commissioners  
Wheaton Park District

[SEAL]

# Du Page County Prevailing Wage for June 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		38.200	38.700	1.5	1.5	2.0	13.78	10.12	0.000	0.500
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		45.650	49.760	2.0	2.0	2.0	6.970	17.81	0.000	0.400
BRICK MASON		BLD		42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
CARPENTER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
CEMENT MASON		ALL		39.250	41.250	2.0	1.5	2.0	12.70	17.14	0.000	0.450
CERAMIC TILE FNSHER		BLD		35.810	0.000	1.5	1.5	2.0	10.55	8.440	0.000	0.710
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	9.550	15.16	1.250	0.610
ELECTRIC PWR EQMT OP		ALL		37.890	51.480	1.5	1.5	2.0	5.000	11.75	0.000	0.380
ELECTRIC PWR EQMT OP		HWY		39.220	53.290	1.5	1.5	2.0	5.000	12.17	0.000	0.390
ELECTRIC PWR GRNDMAN		ALL		29.300	51.480	1.5	1.5	2.0	5.000	9.090	0.000	0.290
ELECTRIC PWR GRNDMAN		HWY		30.330	53.290	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR LINEMAN		ALL		45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450
ELECTRIC PWR LINEMAN		HWY		46.950	53.290	1.5	1.5	2.0	5.000	14.56	0.000	0.470
ELECTRIC PWR TRK DRV		ALL		30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR TRK DRV		HWY		31.400	53.290	1.5	1.5	2.0	5.000	9.730	0.000	0.310
ELECTRICIAN		BLD		38.160	41.980	1.5	1.5	2.0	9.550	18.29	4.680	0.680
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR	NE	ALL		35.840	37.840	1.5	1.5	2.0	13.01	11.51	0.000	0.300
FENCE ERECTOR	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	18.81	0.000	0.400
GLAZIER		BLD		40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER	E	ALL		43.000	45.000	2.0	2.0	2.0	13.45	20.65	0.000	0.350
IRON WORKER	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	18.81	0.000	0.400
LABORER		ALL		38.000	38.750	1.5	1.5	2.0	13.78	10.12	0.000	0.500
LATHER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
MACHINIST		BLD		44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL		31.400	32.970	1.5	1.5	2.0	9.850	13.10	0.000	0.600
MARBLE MASON		BLD		41.780	45.960	1.5	1.5	2.0	9.850	13.42	0.000	0.760
MATERIAL TESTER I		ALL		28.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MATERIALS TESTER II		ALL		33.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MILLWRIGHT		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
OPERATING ENGINEER		BLD 1		47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 2		45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 3		43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 4		41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 5		50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 6		48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 7		50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT		35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 1		45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 2		44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 3		42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 4		41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 5		40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 6		48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 7		46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
ORNAMNTL IRON WORKER E	ALL			43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000	0.650
ORNAMNTL IRON WORKER W	ALL			45.060	48.660	2.0	2.0	2.0	10.52	18.81	0.000	0.400
PAINTER		ALL		41.730	43.730	1.5	1.5	1.5	10.30	8.200	0.000	1.350
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		41.250	43.760	1.5	1.5	2.0	9.700	13.08	0.000	0.980
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		40.100	43.100	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER		BLD		44.000	46.000	1.5	1.5	2.0	10.65	13.06	0.000	0.820

SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STEEL ERECTOR	E ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STEEL ERECTOR	W ALL	45.060	48.660	2.0	2.0	2.0	10.52	18.81	0.000	0.400
STONE MASON	BLD	42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
SURVEY WORKER	-> NOT IN EFFECT			ALL	37.000	37.750	1.5	1.5	2.0	12.97 9.930 0.000 0.500
TERRAZZO FINISHER	BLD	37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000	0.620
TERRAZZO MASON	BLD	40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000	0.820
TILE MASON	BLD	42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000	0.920
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BLD	41.620	42.620	1.5	1.5	2.0	9.850	12.61	0.000	0.650

**Legend:** RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil &amp; Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F&gt;8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health &amp; Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

**Explanations****DUPAGE COUNTY****IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.**

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

**EXPLANATION OF CLASSES**

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

**CERAMIC TILE FINISHER**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass,

mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting

proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless

Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING



Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

PREVAILING WAGE ACT NOTICE CONTRACTOR/SUBCONTRACTOR REQUIREMENTS  
(to be attached to Public Agency Purchase Order when requirements are not  
already incorporated in the text of the purchase order, contract or specifications)

Any public works project (including demolition projects) must adhere to all elements of the Prevailing Wage Act (820 ILCS 130/1-12). Not less than the most recent prevailing wage rate (as determined by the Illinois Department of Labor, "IDOL") must be paid to all laborers, workers, and mechanics performing work on the project.

A. The most recent Prevailing Wage Rate Determination for the County in which the project is located may be accessed online at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. Contractors performing work on this project are responsible for determining the applicable prevailing wage rates at the time of the Contract as well as at all times during the performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its Contract obligations.

The Contractor acknowledges and agrees that the foregoing notice of periodic revisions to the prevailing wage rates satisfies any obligation of the Public Agency to notify the Contractor of any such revisions to the prevailing wage rates during the term of the Contract.

B. The Contractor must include the same prevailing wage requirements in its project specifications and contracts for any subcontractors, which, in turn, must write the same requirements into their project specifications and contracts for lower tiered subcontractors or suppliers.

C. The Contractor and each subcontractor must make and keep, for a period of not less than five years from the date of the last payment on a contract or subcontract for public works, records of all laborers, mechanics and other workers employed by them on the project. The records must include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day, the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. Upon seven business days notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in 820 ILCS 130/5(a)(1) to the Public Agency, and its officers and agents.

D. The Contractor and each subcontractor must, no later than the fifteenth day of each calendar month, file a certified payroll for the immediately preceding month with the Public Agency in charge of the project. A certified payroll must be filed for only those calendar months during which construction on a public works project has occurred. The certified payroll must consist of a complete copy of the records required by 820 ILCS 130/5(a)(1), except the starting and ending times of each work day. The certified payroll must also be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the Contractor or subcontractor representing that: (i) he or she has examined the certified payroll records required to be submitted by the Wage Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Wage Act; and (iii) the Contractor or the subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

E. The Contractor must also post, at a location on the project site of the public works that is easily accessible to the workers engaged on the project, the prevailing wage rates for each craft or type of worker or mechanic needed to execute the Contract or project or work to be performed. In lieu of posting on the project site, a Contractor which has a business location where laborers, workers, and mechanics regularly visit may: (1) post in a conspicuous location at that business the current prevailing wage rates for each county in which the Contractor is performing work; or (2) provide such laborer, worker, or mechanic engaged on the public works project a written notice indicating the prevailing wage rates for the public works project. The failure to post or provide the requisite prevailing wage rate is a violation of the Wage Act.

F. In addition to the foregoing, the Contractor's adherence to all requirements of the State of Illinois is guaranteed by the Contractor, and Contractor affirms that it shall abide by same in order to perform this public works project.

## **NOTICE**

In accordance with the Illinois Prevailing Wage Act, the Wheaton Park District ("Park District") has made a determination of the prevailing rates of wages to be paid to laborers, mechanics and other workers employed in public works projects for the Park District. The Park District has determined that the prevailing rates of wages are the wage rates for DuPage County, as determined by the Illinois Department of Labor.

A copy of the determination is available for public inspection in the Park District's business office located at 102 E. Wesley Street, Wheaton Illinois. Copies are also available upon request by calling the Park District at 630-510-4944.

Dated: June 10, 2015

Michael J. Benard, Secretary  
Board of Park Commissioners  
Wheaton Park District

## Public Hearing & Notices

ate will be administered without Court Supervision under Section 5 of the Probate Act of 1955 (ILCS 5/28-4) any dependent person terminated by the court at any time by mail-delivering a petition in accordance to the Circuit Clerk.

The estate will be administered without Court Supervision, unless under Section 28-4 of the Probate Act of 1975 (755 ILCS 5/28-4) any interested person terminates independent administration.

LEGAL NOTICE  
IN THE CIRCUIT COURT  
FOR THE  
SIXTEENTH JUDICIAL  
CIRCUIT  
KANE COUNTY, ILLINOIS  
Aracely Leyva

ARC BEARS NORTH 35 DE  
ONDS WEST, 77.16 FEET

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2010-12-10 (40,000)

ald June 12, 2015 (4410343)

Later if business is poor,  
ADVERTISES it for sale  
WHY IS IT?

CLASSIFIED  
Call Today!  
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# PUBLIC NOTICE OF TRADE PETITION CERTIFICATION

Published in Daily Herald June 12, 2015 (4410343)

Published in Daily Herald June 12, 2015 (4410343)

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refuses to ADVERTISE  
believing it doesn't pay.  
Later if business is poor, he  
ADVERTISES it for sale.  
**WHY IS IT?**

CLASSIFIED  
Call Today!  
847-427-4444 or  
630-955-0008

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# Proposal to rename Central Athletic field & garden as 'Rotary Park'

Description: Renaming Central Athletic and Garden Areas to 'Rotary Park'

Property Address: Main and Roosevelt Roads Wheaton, Illinois.

I would like to suggest the renaming of the area including the Central Athletic fields and Gardens as **Rotary Park**. This will not interfere with the naming of the Athletic Center building (old Hubble) nor the naming rights of the individual fields within Rotary Park as outlined under *Other Considerations* in your policy. Below I have summary of how this request will continue to benefit the WPD and how this request fits the criteria outlined in the WPD Park and Facility Naming Policy of 2015.

Background: Rotary has been involved with the Wheaton community for over 50 years. Contributions to the WPD alone have exceeded several hundred thousand dollars and 1000s of volunteer man hours.

For the purpose of this letter I will refer to the various sections of the 2015 WPD naming document below.

WPD NAMING POLICY: Requires any one of three criteria, two of which are met by Rotary:

- *Outstanding Individuals*: WPD has benefitted from the multitude of contributions by Rotary and we have sustained our commitment to the WPD for over 40 years.
- *Major Gifts*: \$50K commitment to the new Sensory Garden. Unceasing support of the Cosley Zoo. Northside park and dozens more.

WPD NAMING PROCEDURE: General Principles section requires a name to among other things a) engender a strong positive image b) have historical or social significance c) events that are of continued importance to WPD the region state or nation d) have broad public support and e) not result in commercialism.

- There is no other organization that embodies these more than Rotary on a local, national and international level. From our commitment to helping clothe and feed poorer residents in our community to being credited by the World Health Organization as the absolute leader in the eradication of Polio, Rotary was the world's first and is still the world's largest service club. Our local clubs have made a dramatic positive and enduring impact on our community and the WPD.

Rotary has made significant contributions to the WPD including but not limited to:

- Over \$62,000 commitment to the Sensory Gardens project from various Rotary clubs
- Donations to Western DuPage Special Recreation Association over past 35 years
- Cosley Zoo since about day one: Outing support, rail fences contributed to the duck pond and provided labor for the bird cages. Helped raise money to move caboose there.
- Funding and building numerous Gazebo's and shelters on WPD land
- Children's 'accessible' playground at Northside Park in Wheaton for physically impaired children. this was the first playground of its kind in Illinois. Refurbished the Boy Scout Cabin.
- Purchased, planted Century Tree and currently maintain saplings that will be planted in future
- Gazebo and bridge at Toohey Park
- The skate park in downtown Wheaton
- Paid for and installed metal blockades on the Prairie Path
- Rotarians served on boards/foundations for the WPD, Cosley Zoo, Museum and more for many years

Rotary's long tradition of financial and volunteer support for the WPD has been well received by and utilized by our community for 50 years. There is no better 'positive image' for the WPD community than the principles we as Rotarians follow. I therefore request that the WPD board consider renaming of the old Hubble athletic grounds and new garden area as Rotary Park and confirm this commitment forever. As club President I am willing to make a financial contribution of \$10,000 towards a gateway sign. I am also willing to discuss how a financial commitment of \$3000 per year for at least the next 25 years can be used throughout the park.

Please identify what steps are needed so I can make a formal presentation to the WPD board.

Respectfully submitted,

John Wilt, President, Rotary Club of Wheaton



## **WHEATON PARK DISTRICT PARK & FACILITY NAMING POLICY**

*(as of 1/25/2015)*

### **PURPOSE**

The naming or renaming of parks and recreational facilities is complex and sometimes emotionally evocative. Assigning a name is a powerful and permanent identity for a public place and/or facility and often requires significant resources in terms of changing names on signs, maps, and literature. In addition, excessive changing of park or facility names can be the source of confusion to the public. The purpose of this policy is to provide guidance to those that have an interest in the naming and or renaming of a Wheaton Park District park and/or recreation/special facility.

### **POLICY**

It is the policy of Wheaton Park District to reserve the naming or renaming of parks, recreation/special facilities for circumstances that will best serve the interests of its residents, local businesses and municipalities, and visitors, as well as ensure a worthy and enduring legacy for the Wheaton Park District's parks and facilities. Wheaton Park District supports consideration of naming requests within the following categories:

#### ***Historic Events, People, and Places***

The history of a major event, place, or person may play an important role in the naming or renaming of a park or facility as communities often wish to preserve and honor the history of a neighborhood, the Wheaton Park District, its founders, other historical figures, its Native American heritage, local landmarks, prominent geographical locations, as well as natural and geological features through the naming of parks or facilities.

#### ***Outstanding Individuals***

The Wheaton Park District has benefited from the contributions made by many outstanding individuals. This category is designed to acknowledge the sustained contribution that has been made by such individuals to the Wheaton Park District and the development and management of the Wheaton Park District's parks and recreation/special facilities.

#### ***Major Gifts***

Wheaton Park District has benefited from the generosity of some of its residents, businesses, and foundations. On occasion, the significance of such donations may warrant consideration of requests from either the donor or another party to acknowledge such a gift by naming.

### **DEFINITIONS**

**Naming:** The permanent name assigned by Wheaton Park District Board of Commissioners via a Resolution to a given park or recreation/special facility.

**Parks:** all traditionally designed parks, gardens, natural open spaces, and specialized parks under the stewardship of the Wheaton Park District.

**Recreation/Special Facilities:** major structures such as community centers, aquatic facilities, pavilions, tennis courts, sports fields, fountains, zoo, golf, athletic facility, senior center, mini-golf/skate park, and exhibit spaces located within lands under the stewardship of Wheaton Park District.

**Donations:** a donation of property, goods, or funds generally with no expectation of return.

**Naming Rights Advisory Board:** Naming Rights Advisory Board established by the Wheaton Park District Board of Commissioners to review, advise, recommend, and promote naming rights initiatives within the Wheaton Park District.

## **PROCEDURE**

### ***General Principles***

In considering proposals for the naming or renaming of a park or recreational facility, the following will be taken into account prior to approval by the Wheaton Park District Board of Commissioners. When naming a new park or recreational facility, the proposed name will:

- Engender a strong positive image;
- Be appropriate having regard to the park or recreational facility's location;
- Have historical, cultural or social significance for future generations;
- Commemorate places, people or events that are of continued importance to the Wheaton Park District, region, state, or nation;
- Have symbolic value that transcends ordinary meaning or use as well as enhances the character and identity of the park or recreational facility;
- Have broad public support; and
- Shall not result in the undue commercialization of the park or recreational facility if it accompanies a corporate gift.

### ***Renaming a Park or Recreation/Special Facility***

Names that have become widely accepted by the community will not be changed unless there are compelling reasons and strong public sentiment from the broader community for doing so. Historical or commonly used place names will be preserved wherever possible.

### ***Naming/Renaming Parks or Recreation/Special Facilities for Outstanding Individuals***

Naming or renaming a Wheaton Park District park or recreation/special facility for an outstanding individual is encouraged only for those who have made a positive impact for the community. At the discretion of the Wheaton Park District Board of Commissioners' this may include longtime or deceased residents, exceptional staff or board members, participants, or volunteers. That person's significance and good reputation must be recognized within the Wheaton Park District, State or Nation's history.



In considering the naming/renaming of a park or recreational facility after a deceased person, priority will be given to those who made a sustained and lasting contribution to:

- Wheaton Park District's parks, recreation/special facilities;
- The State of Illinois; or
- The United States of America.

#### ***Naming/Renaming for Historic Events, People, and Places***

When a park or recreation/special facility is associated with or located near events, people, and places of historic, cultural or social significance, consideration will be given to naming that park or recreation/special facility after such. In considering proposals, the relationship of the event, person or place to the park or recreation/special facility must be demonstrated through research and documentation.

#### ***Naming for Major Donations***

From time to time, a significant donation may be made to the Wheaton Park District that will add considerable value to Wheaton Park District. On such occasions, recognition of this donation by naming a new park or recreation/special facility in honor of or at the request of the donor will be considered. As a guideline, the threshold for considering the naming of a park or recreation/special facility will include one (1) or more of the following:

- Land for the majority of the park was deeded to the Wheaton Park District by the donor.
- Contribution by the donor of a minimum of 60% of the capital construction costs associated
- with developing the park or recreational facility.
- Provision of a minimum 20-year endowment by the donor for the continued maintenance
- and/or programming of the park or recreational facility.

Donors seeking naming rights for major donations with respect to an individual will be encouraged to follow the principles that apply to naming a park for an outstanding person. Exceptions to this will be considered on their own merits. The Wheaton Park District Board of Commissioners reserves the right to rename any park or recreation/special facility if the person for whom it is named turns out to be disreputable or subsequently acts in a disreputable way.

The use of corporate logos, insignias, brands, and/or direct advertising text shall be incorporated at the discretion of the Wheaton Park District Board of Commissioners in park or recreation/special facility naming text.

#### ***Other Considerations***

To minimize confusion, parks will not be subdivided for the purpose of naming unless there are readily identifiable physical divisions such as roads and/or waterways. However, naming of specific recreation facilities within parks will be permitted (i.e. ball fields). Under these circumstances such names should be different from the park name to avoid user confusion.

All signs that indicate the name of a park or recreation/special facility shall comply with Wheaton Park District's graphic and design standards and any applicable sections of the Illinois



Park District Code, local, state, and federal laws. Specialized naming signage will not be permitted. All costs associated with purchasing and installation of the sign shall be the responsibility of the requestor.

### ***Naming Text***

As Wheaton Park District operates a large and diverse park and recreation/special facility system, it is important that the naming text assists in communicating the type of development and use. Therefore, the following terms will be applied as part of the naming process:

***"Park"*** applies to all parks that have been or will be developed primarily for recreational purposes. Such parks usually involve a high degree of landscape and recreational facility development.

***"Conservation Area," "Marsh," "Nature Park"*** applies to all parks where the primary purpose is the conservation of the natural environment. Such parks generally will have little or no development.

***"Facility," "Aquatic Center/Waterpark," "Nature Center," "Senior/Active Adult/Leisure Center," "Zoo," "Community Center," "Golf Course," "Fitness Center," "Teen Center," "Banquet Facility," "Restaurant"*** applies to all recreation/special facilities that have been or will be developed primarily for recreation purposes. Such facilities usually involve a high degree of specialized and unique facility development.

### ***Requests for naming or renaming of parks or recreational facilities***

All requests for the naming or renaming of a park or recreational facility shall be made in writing to the Executive Director of Wheaton Park District. Requests should contain the following minimum information (no more than 5 pages, typed):

- The proposed name;
- Specific reasons for the proposed name and how it adheres to at least one of the three (3) categories (Historic Events, People, and Places; Outstanding Individuals; Major Gifts).
- Written documentation indicating broad based community support for the proposed name. (i.e. petition, newspaper articles); and
- Description/map showing location and boundaries of the park and/or recreation/special facility.
- If proposing to rename a park or facility, include justification for changing an established name.
  - Amount of funding available to offset costs of a renaming (if applicable). This could include signage or tangible media reprinting costs.
- If proposing to name a park or facility after an outstanding person, include documentation of that person's significance and good reputation as recognized by the Wheaton Park District, State of Illinois, or the United States of America.
  - Amount of funding available to offset costs of a renaming (if applicable). This could include signage or tangible media reprinting costs.

### ***Assessing and Approving Naming/Renaming Requests***

Upon receipt of a naming request by Wheaton Park District, the relevant neighborhood association(s) shall be advised and their comments on the proposal will be invited. The local

neighborhood association will be notified of all naming/renaming proposals. Each proposal will then be considered by the Naming Rights Advisory Board.

The Naming Rights Advisory Board shall:

- Review the proposed request for its adherence to the policies of the Wheaton Park District Board of Commissioners.
- Ensure that supporting information has been authenticated, particularly when an individual's name is proposed.
- Take into consideration the comments of the relevant neighborhood association(s).

The Naming Rights Advisory Board shall convene a public meeting to gain additional information as needed prior to making a decision to refer the matter to the Wheaton Park District Board of Commissioners for a final decision.

***Communicating naming/renaming decisions***

The Executive Director will be responsible for communicating the Park and Facility Naming Rights Advisory Board's decision in relation to naming/renaming requests to the Board of Wheaton Park District Board of Commissioners at the next most reasonably scheduled meeting.

***Appeals***

Any person whose proposal to name/rename a park and/or facility is denied by Naming Rights Advisory Board may appeal to the Wheaton Park District Board of Commissioners.

## ***Summary of Naming Policies/ Best Practices Review***

### **Naming Policies – Public Parks and Recreation Agencies**

#### ***Common Criteria:***

1. Natural Feature, e.g. Orchard Park
2. Geographic location, e.g. Manchester Park
3. Historical or cultural significance, e.g. Arrowhead Park
4. Person of significance to community, e.g. Atten Park

#### ***Common Processes:***

1. Names suggested by staff or public.
2. Names narrowed down by marketing team.
3. List of top 5-6 vetted names are released and voted upon via naming committee.
4. Naming committee presents top 2 naming options to WPD board. Board approves name.
5. Name is revealed to public.

### **Best Practices Review:**

#### ***What makes a good name? Criteria:***

- Aligns with agency vision of health, wellness, and family
- Easy to say and spell
- No unintended meanings or unfortunate acronyms
- Wide appeal to residents and non-residents
- Depth—layers of meaning, story, or history
- Timeless—avoid trends and fads
- Evokes a positive visual/emotional response
- Unique to area or industry
- Avoids political or religious alignments?