A G E N D A

REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, AUGUST 24, 2009, AT 7:30 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. OMNIBUS VOTE AGENDA
   a. Waive Reading of Minutes (APPROVE)
   b. Minutes - Regular Board Meeting - August 10, 2009 (APPROVE)
   c. Warrants - August 24, 2009 - $126,038.82 (APPROVE)

NEW BUSINESS

5. VISITOR'S BUSINESS (Public comment is limited to three minutes per person on agenda items only)

6. DELINQUENT WATER BILLS

7. RECOGNITION - WILLOWBROOK POLICE CADET AWARDS

8. RESOLUTION - A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE COMPLETION OF THE WATER TANK REHABILITATION PROJECT - ERA VALDIVIA CONTRACTORS, INC.

OLD BUSINESS

9. COMMITTEE REPORTS

10. ATTORNEY'S REPORT

11. CLERK'S REPORT

12. ADMINISTRATOR'S REPORT

13. EXECUTIVE SESSION

14. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, AUGUST 10, 2009, AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

Those present at roll call were Trustees Dennis Baker, Michael Mistele, Paul Schoenbeck, Sandra O'Connor, Timothy McMahon and President Napoli. ABSENT: Trustee Terrence Kelly. Also present were Village Clerk Leroy Hansen, Village Attorney William Hennessy, Chief of Police Edward Konstanty, Director of Municipal Services Timothy Halik, Director of Finance Sue Stanish, Deputy Chief Mark Shelton and Administrative Intern Garrett Hummel.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

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

4. OMNIBUS VOTE AGENDA

a. Waive Reading of Minutes (APPROVE)
b. Minutes - Regular Board Meeting - July 27, 2009 (APPROVE)
c. Warrants - August 10, 2009 - $86,366.83 (APPROVE)
d. Monthly Financial Report - July 31, 2009 - $14,410,846.53 (ACCEPT)

President Napoli asked if any Board Member wanted any item(s) removed from the Omnibus Vote Agenda for further discussion. Village Clerk Hansen requested that under Agenda Item 4c to hold check #73539 for Williams Architects.

MOTION: Made by Trustee Schoenbeck, seconded by Trustee McMahon, to approve the Omnibus Vote Agenda with the exception of Item 4c, check #73539 for payment to Williams Architects.

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

MOTION DECLARED CARRIED

NEW BUSINESS

5. VISITOR'S BUSINESS (Public comment is limited to three minutes per person on agenda items only)

There was no visitors business.

6. MOTION - PRESIDENTIAL APPOINTMENT - PARKS AND RECREATION COMMISSIONER

Chief Konstanty informed the Board that there are currently four (4) vacancies on the Parks and Recreation Commission. The Village President recommended the appointment of Ramona Weigus to the Parks and Recreation Commission. Ms. Weigus would fill the vacancy of former Parks Commissioner Janice Winter for a term to expire on April 30, 2011. Chief Konstanty advised the Board that President Napoli, Superintendent of Parks & Recreation Walter Righton and he met with Ms. Weigus and all thought she was an excellent candidate for this position.

MOTION: Made by Trustee Schoenbeck, seconded by Trustee Mistele, to concur with the appointment of Ramona Weigus as a Parks and Recreation Commissioner for a term to expire on April 30, 2011.

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

MOTION DECLARED CARRIED

7. DISCUSSION - VIDEO POKER MACHINES

Chief Konstanty informed the Board that the State passed legislation that allows liquor license holders to have up to five video poker machines per establishment. There is a revenue sharing allowance in the state statute for municipalities that allow video poker machines. The current Village Code does not allow for these types of machines. The Illinois Municipal League estimates the municipal portion would be $2,250 per machine. Chief Konstanty noted that there were eleven (11) liquor license holders that would be eligible for this use.

Director Halik reported that the Governor signed the bill into law on July 13; what happens is now the bill will go to the Illinois Gaming Commission to write the appropriate rules and regulations. The Gaming Commission has stated that they will be unable to meet the 60 day deadline and they anticipate it would take 12 to 18 months to complete the rules and regulations and to have the required public commentary.

President Napoli advised that he wanted to bring this matter to the attention of the Board because it is going to be a discussion item that will be in the papers and with other villages. He also thought that he and Chief Konstanty would meet with the liquor license holders and invite them to come to a meeting to get their input and see what they have to say with regard to this issue.

Trustee McMahon asked if there was something that the Board has to do if we elect not to do anything or have them in our community.

Chief Konstanty responded that we could clarify the Code a little more if we are not doing it but right now our Ordinance does not allow it.

Trustee McMahon felt that due diligence suggests we should explore it and go forward in an exploratory way.

The consensus of the Board was to direct Staff to explore the matter further.

8. <u>MOTION TO APPROVE - SALE OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK</u>

Chief Konstanty informed the Board there were two (2) surplus vehicles that are no longer necessary or useful to the Village of Willowbrook and the best interest of the Village would be served by their sale. He recommended approval of the sale of these vehicles on eBay.

<u>MOTION</u>: Made by Trustee McMahon, seconded by Trustee Schoenbeck, to approve the sale of the two Village of Willowbrook vehicles.

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

MOTION DECLARED CARRIED

9. RESOLUTION NO. 09-R-46 - A RESOLUTION REJECTING BIDS - WATER STORAGE TANK REHABILITATION PROJECT

Director Halik advised the Board that public bid opening was conducted on June 30 and of the five bids received all exceeded the engineer's original estimate and the amount budgeted for FY 09/10. The bid results were reviewed by the Municipal Services Committee during their July 13, 2009 meeting. At that time Staff recommended that Staff be allowed to determine why the bids came in so high and report back to the Committee with a recommendation. After meetings were held with both the consulting engineer and several of the vendors, it had been determined that as the specifications were being drafted, additional items were added to the repair list without due regard for budget limitations. Therefore, Staff revised the scope of work to bring the project back down to include the original list of items only. Staff had met with representatives of the low bidder, Era Valdivia Contractors, to request a proposal based on the reduced scope of the work. Era Valdivia submitted a proposal of $94,500.00 for original repairs items and an additional four items. This price is $10,500.00 below the budgeted amount and if accepted would enable us to complete the repairs this fall as originally planned. The Municipal Services Committee discussed this item at their regular meeting prior to this evening's Board meeting and recommended that a second resolution to be brought before the Board on August 24 for consideration. The Resolution before the Board this evening merely serves to reject all bids received based on the expanded scope of work. The Staff and Municipal Services Committee recommend this Resolution be adopted.

Trustee Mistele noted the scope of work that remains within these requested contracts is the safety and long-term maintenance work that we need done on all three of the water towers. Some of the issues that were discretionary like replacing light fixtures, items that were non life safety oriented items, is why we were able to revise this down. It followed recommendations received by the department received a year or so ago.

Trustee Schoenbeck asked Trustee Mistele on the part that the scope of the repairs were expanded without due regard of the budget limitation, was this something the vendor did? Trustee Mistele replied that it was done by our people and the engineer in an effort to save money overall.

MOTION: Made by Trustee Schoenbeck, seconded by Trustee Mistele, to adopt Resolution No. 09-R-46.

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

MOTION DECLARED CARRIED

OLD BUSINESS

10. COMMITTEE REPORTS

Trustee McMahon had no report.

Trustee O'Connor had no report.

Trustee Schoenbeck had no report.

Trustee Mistele had no report.

Trustee Baker had no report.

11. ATTORNEY'S REPORT

Village Attorney Hennessy had no report.

12. CLERK'S REPORT

Village Clerk Hansen reminded the Board of the upcoming IML Conference to be held September 24-26, 2009. He had attended the last several years and there is a lot of good information attendees would get at that conference.

13. ADMINISTRATOR'S REPORT

Chief Konstanty noted that the Board had been receiving the Weekly Briefing Report for the last four weeks and asked if they had any comments and improvements that could be made.

At this time, Chief Konstanty reported that the Red Light Program goes online this coming Wednesday for 63rd Street and 75th Street. Deputy Chief Mark Shelton presented a 30 second commercial advertising the Red Light Program, which is going to run for three weeks. Each resident will get a postcard informing them of the implementation of the Red Light Program.

President Napoli congratulated Trustee McMahon and his wife on their 30th wedding anniversary and Village Clerk Hansen and his wife on their 50th wedding anniversary.

14. EXECUTIVE SESSION

MOTION: Made by Trustee McMahon, seconded by Trustee Baker, to adjourn into Executive Session to discuss personnel and probable and imminent litigation at the hour of 7:53 p.m.

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

MOTION DECLARED CARRIED

SEE APPROPRIATE EXECUTIVE SESSION MINUTES

PRESENTED, READ and APPROVED,

____________________, 2009

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Village President

Minutes transcribed by Mary Partyka.

W A R R A N T S

August 24, 2009

GENERAL CORPORATE FUND --	$ 59,763.78
WATER FUND ---	64,054.56
HOTEL/MOTEL TAX FUND --	620.48
POLICE PENSION FUND --	1,600.00
TOTAL WARRANTS --	$126,038.82

Sue Stanish

Sue Stanish, Director of Finance

APPROVED:

Robert A. Napoli, Village President

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
ACCURINT (21)	08/25 CK# 73553		$72.55
1009686/JUL 09 FEES-DUES-SUBSCRIPTIONS 01-451-307		01-30-630-307	72.55
AFLAC (46)	08/25 CK# 73554		$2,857.40
D7088/AUG EMP DED PAY - AFLAC/ACCIDENT 01-210-217		01-210-217	621.68
D7088/AUG EMP DED PAY - AFLAC/OTHER INS 01-210-218		01-210-218	2,235.72
AL WARREN OIL CO (2205)	08/25 CK# 73555		$4,370.85
1537936 GASOLINE INVENTORY 01-190-126		01-190-126	3,184.42
1537937 GASOLINE INVENTORY 01-190-126		01-190-126	1,186.43
ALBERT ATKINSON (1466)	08/25 CK# 73557		$200.00
PRMT WLWPND PARK PERMIT FEES 01-310-814		01-310-814	200.00
AMERICAN FIRST AID SERVICE INC (77)	08/25 CK# 73558		$34.94
71540 OPERATING EQUIPMENT 01-451-401		01-30-630-401	34.94
ANTHONY ZYBAK (1735)	08/25 CK# 73559		$50.00
SWINGERS SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	50.00
ARC - HILLSIDE DISPOSAL INC (782)	08/25 CK# 73561		$253.57
1781863 TRASH REMOVAL 01-540-279		01-35-755-279	253.57
AT & T LONG DISTANCE (66)	08/25 CK# 73562		$116.40
854192715/JULY PHONE - TELEPHONES 01-420-201		01-10-455-201	116.40
AT & T (67)	08/25 CK# 73563		$245.78
630-Z99-4062 PHONE - TELEPHONES 01-420-201		01-10-455-201	245.78
AZAVAR AUDIT SOULUTIONS INC (158)	08/25 CK# 73564		$470.30
7647/AUG UTILITY TAX 01-310-205		01-310-205	470.30
BANNERVILLE USA INC (2146)	08/25 CK# 73565		$175.00
10332 REIMB.		01-20-565-341	175.00
BLACK GOLD SEPTIC (208)	08/25 CK# 73566		$103.20
45557 MAINTENANCE - BUILDING 01-405-228		01-10-466-228	103.20
BRIDGEPORT EQUIPMENT (222)	08/25 CK# 73567		$38.00
8090063 OPERATING EQUIPMENT 01-451-401		01-30-630-401	38.00
MARK CAPOSIENO (292)	08/25 CK# 73568		$150.00
JULY/AUG GAMES SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	150.00
CAR REFLECTIONS (296)	08/25 CK# 73569		$125.00
11459 OPERATING EQUIPMENT 01-451-401		01-30-630-401	125.00
CASE LOTS INC (300)	08/25 CK# 73570		$726.09
16320 BUILDING MAINTENANCE SUPPLIES 01-405-351		01-10-466-351	726.09
CHRISTOPHER B. BURKE (333)	08/25 CK# 73571		$2,581.13
89299 FEES - ENGINEERING 01-505-245		01-35-720-245	689.30
89300 PRINTING & PUBLISHING 01-501-302		01-35-710-302	21.83
89301 FEES - DRAINAGE ENGINEER 01-555-246		01-40-820-246	770.00
89302 FEES- ENGINEERING 01-15-520-245		01-15-520-245	1,100.00
CMI, INC. (359)	08/25 CK# 73572		$45.00
743230 OPERATING EQUIPMENT 01-451-401		01-30-630-401	45.00
COMCAST CABLE (365)	08/25 CK# 73573		$109.90
879820113006504 E.D.P. SOFTWARE 01-410-212		01-10-460-212	109.90
COMM ON ACCREDITATION FOR (367)	08/25 CK# 73574		$230.00
37819 ACCREDITATION 01-451-202		01-30-630-202	230.00

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
COMMUNICATIONS DIRECT, INC. (371)	08/25 CK# 73576		$1,224.50
SR88713 MAINTENANCE - RADIO EQUIPMENT 01-451-421		01-30-630-421	1,089.00
SR88730 OPERATING EQUIPMENT 01-451-401		01-30-630-401	85.50
SR88731 MAINTENANCE - RADIO EQUIPMENT 01-451-421		01-30-630-421	50.00
DAN LEHMAN (1735)	08/25 CK# 73577		$225.00
SQUID PANTS SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	225.00
DUPAGE COUNTY TREASURER (497)	08/25 CK# 73578		$250.00
6509 / JULY 09 EDP-SOFTWARE 01-457-212		01-30-640-212	250.00
DUPAGE COUNTY E.T.S.B. 911 (513)	08/25 CK# 73580		$468.37
53/JULY 09 PHONE - TELEPHONES 01-451-201		01-30-630-201	468.37
DUPAGE MAYORS AND MGRS. CONF. (527)	08/25 CK# 73581		$590.00
5951 PUBLIC RELATIONS 01-05-420-365		01-05-420-365	580.00
5951 SCHOOLS-CONFERENCE TRAVEL 01-420-304		01-10-455-304	10.00
ED GRANT (1735)	08/25 CK# 73583		$225.00
BLOOD,SWT,BEERS SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	225.00
EDWARD BAILEY (1792)	08/25 CK# 73584		$14.00
REF #160 SUMMER RECREATION FEES 01-310-815		01-310-815	14.00
FOREMOST PROMOTIONS (622)	08/25 CK# 73586		$377.14
63891 COMMODITIES 01-482-331		01-30-670-331	377.14
KEN FUKAR (644)	08/25 CK# 73587		$30.00
AUG GAMES SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	30.00
FUND RAISERS LTD (2282)	08/25 CK# 73588		$99.35
30085 PARK LANDSCAPE SUPPLIES 01-610-341		01-20-565-341	99.35
GAME TIME, INC. (654)	08/25 CK# 73589		$1,640.00
774899 PARK LANDSCAPE SUPPLIES 01-610-341		01-20-565-341	1,640.00
GATEHOUSE MEDIA SUBURBAN NEWSPAPER (699)	08/25 CK# 73590		$30.00
02308307370MCMH FEES DUES SUBSCRIPTIONS 01-05-410-307		01-05-410-307	30.00
STU GIPSON (2283)	08/25 CK# 73591		$60.00
JULY GAMES SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	60.00
GORDON FLESCH (695)	08/25 CK# 73592		$166.82
OL 7179 COPY SERVICE 01-420-315		01-10-455-315	166.82
W.W. GRAINGER (1999)	08/25 CK# 73593		$17.03
9041784472 OPERATING SUPPLIES 01-540-331		01-35-755-331	17.03
RUSSELL GRANDE (2142)	08/25 CK# 73594		$270.00
JULY/AUG GAMES SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	270.00
HARRY MATTSON (1735)	08/25 CK# 73595		$50.00
TAP HOUSE SLMMR SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	50.00
HEARTLAND SERVICES INC (2284)	08/25 CK# 73596		$90.92
HSI0194499 OPERATING EQUIPMENT 01-451-401		01-30-630-401	90.92
DAVE HILBERT (781)	08/25 CK# 73597		$50.00
JULY/AUG GAMES SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	50.00
HOME DEPOT COMMERCIAL (808)	08/25 CK# 73598		$30.78
3886 BUILDING MAINTENANCE SUPPLIES 01-405-351		01-10-466-351	30.78
IL ENA (1292)	08/25 CK# 73599		$25.00
RINELLA SCHOOLS-CONFERENCE TRAVEL 01-451-304		01-30-630-304	25.00

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
JACK PHELAN DODGE (2285)	08/25 CK# 73600		$994.54
DOCS36422 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	994.54
JASON ARAGON (1735)	08/25 CK# 73601		$200.00
ORGANIC BMBRS SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	200.00
JASON PERGANDE (1735)	08/25 CK# 73602		$50.00
IT DSNT MTTR SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	50.00
JOE PACKWOOD (1735)	08/25 CK# 73603		$25.00
FREE AGENTS SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	25.00
JULIE RYAN (1735)	08/25 CK# 73604		$50.00
UNDERDOGS SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	50.00
JULIE, INC. (1018)	08/25 CK# 73605		$126.75
07091683/JUL J.U.L.I.E. 01-540-332		01-35-755-332	126.75
KING CAR WASH (1057)	08/25 CK# 73606		$429.50
60/JULY 09 GAS-OIL-WASH-MILEAGE 01-451-303		01-30-630-303	429.50
KIPP'S LAWNMOWER SALES & SERVICE (1062)	08/25 CK# 73607		$246.91
370071 MAINTENANCE - EQUIPMENT 01-520-411		01-35-735-411	100.83
370072 MAINTENANCE - EQUIPMENT 01-520-411		01-35-735-411	146.08
KONSTANTY EDWARD (1073)	08/25 CK# 73608		$78.74
8/08 MTG SCHOOLS-CONFERENCE TRAVEL 01-451-304		01-30-630-304	24.23
8/10 MTG SCHOOLS-CONFERENCE TRAVEL 01-451-304		01-30-630-304	54.51
DENNIS KOWSKE (1078)	08/25 CK# 73609		$30.00
JULY GAME SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	30.00
MEL KREJCI (1081)	08/25 CK# 73610		$108.50
JUL/AUG ASSGNMT SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	108.50
KURINEC MICHAEL (1089)	08/25 CK# 73611		$130.00
09 UNIFORMS UNIFORMS 01-451-345		01-30-630-345	130.00
DON MARTINA (1216)	08/25 CK# 73612		$60.00
JULY GAMES SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	60.00
MARY ROWLAND (1466)	08/25 CK# 73613		$250.00
PERMIT #1 PARK PERMIT FEES 01-310-814		01-310-814	250.00
MEADE ELECTRIC COMPANY (1236)	08/25 CK# 73614		$511.98
642210 MAINTENANCE - STREET LIGHTS 01-530-223		01-35-745-223	215.47
642249 MAINTENANCE - STREET LIGHTS 01-530-223		01-35-745-223	296.51
MOTOROLA INC. (1312)	08/25 CK# 73615		$94.20
89944694 OPERATING EQUIPMENT 01-451-401		01-30-630-401	94.20
MUNICIPAL CLERKS OF ILLINOIS (1317)	08/25 CK# 73616		$60.00
HANSEN/PARTYKA SCHOOLS-CONFERENCE TRAVEL 01-05-410-304		01-05-410-304	60.00
NAT. CRIME PREVENTION COUNCIL (1340)	08/25 CK# 73617		$576.50
51149 COMMODITIES 01-482-331		01-30-670-331	576.50
NATIONAL IMPRINT CORP (1343)	08/25 CK# 73618		$470.16
110131 COMMODITIES 01-482-331		01-30-670-331	470.16
NICOR GAS (1370)	08/25 CK# 73619		$152.61
39303229304/JUL NICOR GAS		01-35-725-415	45.18
95476110002/JUL NICOR GAS 01-405-235		01-10-466-235	107.43
NIMCO INC (2179)	08/25 CK# 73620		$90.75
384247 COMMODITIES 01-482-331		01-30-670-331	90.75

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
ORKIN EXTERMINATING (1439)	08/25 CK# 73621		$62.48
D2604360/AUG MAINTENANCE - BUILDING 01-405-228		01-10-466-228	62.48
PAK MAIL CENTER (1459)	08/25 CK# 73622		$33.30
44656 POSTAGE & METER RENT 01-25-610-311		01-25-610-311	33.30
PAM ROHRBACHER (1735)	08/25 CK# 73623		$225.00
WALSH'S BUNCH SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	225.00
PETTY CASH C/O SUE STANISH (1492)	08/25 CK# 73624		$220.82
8/18 POSTAGE & METER RENT 01-05-410-311		01-05-410-311	0.44
8/18 COMMISSARY PROVISION 01-420-355		01-10-455-355	69.01
8/18 SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	29.84
8/18 SCHOOLS-CONFERENCE TRAVEL 01-451-304		01-30-630-304	13.00
8/18 OPERATING EQUIPMENT 01-451-401		01-30-630-401	56.67
8/18 JAIL SUPPLIES 01-465-343		01-30-650-343	51.86
PHILLIP'S FLOWERS (1498)	08/25 CK# 73625		$260.90
919574 PUBLIC RELATIONS 01-05-420-365		01-05-420-365	137.95
919574 PUBLIC RELATIONS 01-435-365		01-10-475-365	122.95
PIECZYNSKI LINDA S. (1503)	08/25 CK# 73626		$1,526.00
4564/JULY FEES - SPECIAL ATTORNEY 01-451-241		01-30-630-241	1,526.00
R&R PRINT N SERVE INC (1582)	08/25 CK# 73627		$801.36
22990/AUDIT TBS PRINTING & PUBLISHING 01-25-610-302		01-25-610-302	609.00
22995/AMSTY DAY PRINTING & PUBLISHING 01-501-302		01-35-710-302	192.36
R&R PRINT N SERVE INC (1582)	08/25 CK# 73658		$2,986.80
22997 PRINTING & PUBLISHING 01-601-302		01-20-550-302	2,986.80
RAGS ELECTRIC, INC (1585)	08/25 CK# 73628		$88.00
5539 LANDSCAPE MAINTENANCE SERVICES 01-610-342		01-20-565-342	88.00
RAY O'HERRON CO., INC. (1594)	08/25 CK# 73629		$267.40
10348 OPERATING EQUIPMENT 01-451-401		01-30-630-401	151.80
10864 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	115.60
REZ FAMATID (1735)	08/25 CK# 73630		$100.00
NOTHING LAME SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	100.00
ROBERT MILFAJT (1735)	08/25 CK# 73631		$75.00
MAXUMS SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	75.00
RON SNEED (1735)	08/25 CK# 73632		$50.00
WRNG TRCK PWR SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	50.00
BRAD SABAN (1673)	08/25 CK# 73633		$180.00
JULY GAMES SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	180.00
SARAH PLOTNICK ANDERSON (1466)	08/25 CK# 73634		$100.00
PERMIT #18 PARK PERMIT FEES 01-310-814		01-310-814	100.00
SEASON COMFORT, CORP. (1687)	08/25 CK# 73635		$343.75
147007 MAINTENANCE - BUILDING 01-405-228		01-10-466-228	343.75
SIEBERT E D TRUCKING (1715)	08/25 CK# 73636		$1,918.80
E8049 STREET & ROW MAINTENANCE 01-535-328		01-35-750-328	1,281.30
E8050 STREET & ROW MAINTENANCE 01-535-328		01-35-750-328	312.75
E8057 STREET & ROW MAINTENANCE 01-535-328		01-35-750-328	324.75
SPRING-GREEN (1755)	08/25 CK# 73637		$3,092.22
3714945 LANDSCAPE MAINTENANCE SERVICES 01-610-342		01-20-565-342	253.10
3714947 LANDSCAPE MAINTENANCE SERVICES 01-610-342		01-20-565-342	151.90

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
3714949 LANDSCAPE MAINTENANCE SERVICES 01-610-342		01-20-565-342	50.62
3714953 LANDSCAPE MAINTENANCE SERVICES 01-610-342		01-20-565-342	151.90
3714955 LANDSCAPE MAINTENANCE SERVICES 01-610-342		01-20-565-342	106.30
3714956 LANDSCAPE MAINTENANCE SERVICES 01-610-342		01-20-565-342	445.50
3714961 LANDSCAPE MAINTENANCE SERVICES 01-610-342		01-20-565-342	273.35
3714962 LANDSCAPE - VILLAGE HALL 01-405-293		01-10-466-293	12.85
3714965 ROUTE 83 BEAUTIFICATION 01-540-281		01-35-755-281	1,055.85
3718988 LANDSCAPE MAINTENANCE SERVICES 01-610-342		01-20-565-342	258.20
3718989 LANDSCAPE MAINTENANCE SERVICES 01-610-342		01-20-565-342	217.70
3718990 LANDSCAPE MAINTENANCE SERVICES 01-610-342		01-20-565-342	75.95
3726980 STREET & ROW MAINTENANCE 01-535-328		01-35-750-328	39.00
STERICYCLE INC (1772)	08/25 CK# 73638		$40.64
4001023457 JAIL SUPPLIES 01-465-343		01-30-650-343	40.64
SWANK MOTION PICTURES INC (1819)	08/25 CK# 73639		$296.00
RG 1345619 CHILDRENS SPECIAL EVENTS 01-625-150		01-20-585-150	296.00
T.P.I. (1886)	08/25 CK# 73640		$1,221.24
4332/JULY REIMB.		01-40-820-258	1,041.24
4332/JULY REIMB.		01-40-830-115	180.00
TAMELING GRADING (1836)	08/25 CK# 73641		$6,438.50
TG5/JULY 09 LANDSCAPE MAINTENANCE SERVICES 01-610-342		01-20-565-342	2,560.00
TG5/JULY 09 STREET & ROW MAINTENANCE 01-535-328		01-35-750-328	1,390.00
TG5/JULY 09 STORM WATER IMPROVEMENTS MAT 01-535-381		01-35-750-381	2,488.50
TAMELING INDUSTRIES (1844)	08/25 CK# 73642		$112.91
63436 ST & ROW MAINTENANCE OTHER 01-540-328		01-35-755-328	87.84
63576 STREET & ROW MAINTENANCE 01-535-328		01-35-750-328	25.07
TELTITE INDUSTRIES INC (2286)	08/25 CK# 73643		$46.95
411628 OPERATING EQUIPMENT 01-451-401		01-30-630-401	46.95
TERESE LEGRAND (1792)	08/25 CK# 73645		$3.00
REF #130 SUMMER RECREATION FEES 01-310-815		01-310-815	3.00
THOMPSON ELEV. INSPECT. SERVICE (1873)	08/25 CK# 73646		$2,236.00
2431 ELEVATOR INSPECTION 01-565-117		01-40-830-117	688.00
2539 ELEVATOR INSPECTION 01-565-117		01-40-830-117	1,548.00
TOM & JERRY'S SHELL SERVICES (1883)	08/25 CK# 73647		$1,196.60
25009 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	20.00
25017 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	22.84
25066 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	19.95
28035 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	19.95
40291 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	188.50
40314 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	25.45
40336 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	25.45
40337 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	25.45
40338 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	25.45
40342 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	25.45
40348 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	25.45
40350 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	25.45
40356 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	94.84
40358 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	107.05
40390 MAINTENANCE - VEHICLES 01-451-409		01-30-630-409	545.32
TREE TOWNS (1894)	08/25 CK# 73648		$86.00
131206 PRINTING & PUBLISHING 01-551-302		01-40-810-302	26.00

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
TREE TOWNS (1894) CONTINUED ...			
131241 PRINTING & PUBLISHING 01-15-510-302		01-15-510-302	60.00
UNIFIRST (1926)	08/25 CK# 73649		$158.60
0610452346 MAINTENANCE - BUILDING 01-405-228		01-10-466-228	158.60
VERN GOERS GREENHOUSE INC (1969)	08/25 CK# 73650		$78.25
44347 PARK LANDSCAPE SUPPLIES 01-610-341		01-20-565-341	43.15
44362 PARK LANDSCAPE SUPPLIES 01-610-341		01-20-565-341	35.10
WALSH, KNIPPEN, KNIGHT AND POLLOCK CHTD (1993)	08/25 CK# 73651		$775.50
16623 FEES - VILLAGE ATTORNEY 01-740-239		01-07-435-239	775.50
WAREHOUSE DIRECT (2002)	08/25 CK# 73652		$28.60
400183-0 OFFICE SUPPLIES 01-451-301		01-30-630-301	28.60
WENDY MALMASSARI (1735)	08/25 CK# 73653		$50.00
TOTAL CHAOS SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	50.00
WILD GOOSE CHASE INC (2047)	08/25 CK# 73654		$1,050.00
11904 LANDSCAPE MAINTENANCE SERVICES 01-610-342		01-20-565-342	1,050.00
LAW OFFICES OF WILLIAM J. HENNESSY (2277)	08/25 CK# 73655		$9,250.00
JULY 2009 FEES - VILLAGE ATTORNEY 01-425-239		01-10-470-239	9,250.00
WILLOWBROOK POLICE CADETS (2065)	08/25 CK# 73656		$248.00
CONF EXPENSES SCHOOLS-CONFERENCE TRAVEL 01-451-304		01-30-630-304	248.00
THE YOGA TEACHERS' GROUP INC (2109)	08/25 CK# 73657		$490.00
6/18-7/23/09 SUMMER PROGRAM MATERIALS & SERVICES		01-20-575-119	490.00
	TOTAL GENERAL CORPORATE FUND		$59,763.78

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
ALARM DETECTION SYSTEMS INC (61)	08/25 CK# 73556		$462.63
92825/SEP-NOV REPAIR, MAINTENANCE-STANDPIPE, PUMP		02-50-425-485	141.75
94593/SEP-NOV REPAIR, MAINTENANCE-STANDPIPE, PUMP		02-50-425-485	141.75
94594/SEP-NOV REPAIR, MAINTENANCE-STANDPIPE, PUMP		02-50-425-485	179.13
APOLLO COMMERCIAL (1243)	08/25 CK# 73560		$80.00
WR 08/17/09 DEPOSITS SENT TO CUSTOMER-DM APOLLO CONSTRUCTION UT# 701115.000 DEPOSIT SENT TO CUSTOMER		02-280-130	80.00
BLACK GOLD SEPTIC (208)	08/25 CK# 73566		$141.80
45557 MATERIALS, SUPPLIES, STANDPIPE, PUM		02-50-425-475	141.80
CHRISTOPHER B. BURKE (333)	08/25 CK# 73571		$474.50
89298 FEES - ENGINEERING 02-405-245		02-50-405-245	474.50
COMMONWEALTH EDISON (370)	08/25 CK# 73575		$387.17
4651111049JLY ENERGY - ELECTRIC PUMP 02-420-206		02-50-420-206	150.31
5071072051JLY ENERGY - ELECTRIC PUMP 02-420-206		02-50-420-206	236.86
DUPAGE WATER COMMISSION (521)	08/25 CK# 73582		$62,276.71
8334/JULY PURCHASE OF WATER 02-420-575		02-50-420-575	62,276.71
ENVIRO TEST INC (555)	08/25 CK# 73585		$87.50
09-126464 SAMPLING ANALYSIS 02-420-362		02-50-420-362	87.50
SPRING-GREEN (1755)	08/25 CK# 73637		$144.25
3718987 LANDSCAPING-STANDPIPE 02-420-297		02-50-420-297	144.25
TOTAL WATER FUND			$64,054.56

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	08/25 CK# 73579		$620.48
6766 ADVERTISING 03-435-317		03-53-435-317	620.48
	TOTAL HOTEL/MOTEL TAX FUND		$620.48

DESCRIPTION		ACCOUNT NUMBER	AMOUNT
TEPFER CONSULTING GROUP LTD. (1856)	08/25 CK# 73644		$1,600.00
1455 ACTUARY SERVICES 07-401-252		07-62-401-252	1,600.00
	TOTAL POLICE PENSION FUND		$1,600.00

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	59,763.78	*
02-110-105	WATER FUND-CHECKING 0010330283	64,054.56	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	620.48	*
07-110-105	POLICE PENSION FUND-CHECKING 0010330283	1,600.00	*
	TOTAL ALL FUNDS	126,038.82	**

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

July 28, 2009

Mr. Perry Bateman
300 60th Ct
Willowbrook Il 60527

Re: Account No. 352280.001
Delinquent Water Bill

Dear Mr. Bateman:

Please be advised that your water bill is now delinquent in the amount of $75.47. This amount now includes a $25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This $25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before August 24, 2009, will result in the immediate termination of your water service.

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

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

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

Sincerely,

TJ Halik

Timothy J. Halik pkp
Director of Municipal Services

TJH:pkp

The Village of WILLOWBROOK

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

July 28, 2009

Mr. & Mrs. Joseph Cacioppo
16 Kent Ct
Willowbrook Il 60527

Re: Account No. 350395.003
Delinquent Water Bill

Dear Mr. & Mrs. Cacioppo:

Please be advised that your water bill is now delinquent in the amount of $189.98. This amount now includes a $25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This $25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before August 24, 2009, will result in the immediate termination of your water service.

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

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

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

Sincerely,

TJ Halik

Timothy J. Halik pkp
Director of Municipal Services

TJH:pkp

The Village of WILLOWBROOK

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

July 28, 2009

Mr. & Mrs. Arthur Mostow
5918 Clarendon Hills Rd
Willowbrook Il 60527

Re: Account No. 352300.005
Delinquent Water Bill

Dear Mr. & Mrs. Mostow:

Please be advised that your water bill is now delinquent in the amount of $294.93. This amount now includes a $25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This $25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before August 24, 2009, will result in the immediate termination of your water service.

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

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

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

Sincerely,

Timothy J. Halik pkp
Director of Municipal Services

TJH:pkp

The Village of
WILLOWBROOK

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

July 28, 2009

Mr. Rush Templeton
6420 Western Ave
Willowbrook Il 60527

Re: Account No. 352725.002
Delinquent Water Bill

Dear Mr. Templeton:

Please be advised that your water bill is now delinquent in the amount of $96.57. This amount now includes a $25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This $25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before August 24, 2009, will result in the immediate termination of your water service.

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

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

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

Sincerely,

Timothy J. Halik
Director of Municipal Services

TJH:pkp

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: RECOGNITION – WILLOWBROOK POLICE CADET AWARDS	**AGENDA NO.** 7 **AGENDA DATE:** 08/24/09

STAFF REVIEW: **SIGNATURE:** [signature]

LEGAL REVIEW: **SIGNATURE:** N/A

RECOMMENDED BY VILLAGE ADMIN.: **SIGNATURE:** [signature]

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

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

The 2009 State of Illinois Law Enforcement Explorer Conference was held on August 3-7, 2009. After a year of extensive training, five Willowbrook Police Cadets and three advisors traveled to Springfield, IL to participate in this competition. The Cadets were Tori Sargis and Justine Holland of Woodridge, Ryan Chipman of Westmont, Mitch Giliano of Lemont, and Ricardo Rodriguez of Monee.

The conference had individual competitions in physical agility and written police testing for cadets to participate in. The Willowbrook Police Cadet Post brought the following Cadets: Tori Sargis of Woodridge, Justine Holland of Woodridge, Ryan Chipman of Westmont, Mitch Giliano of Lemont and Ricardo Rodriguez of Monee. The Willowbrook team competed in events randomly selected by the Conference Committee which included crime prevention, bomb scene search, building search, surveillance, hostage negotiations, felony arrest, traffic stops, FATS (Firearms Training Simulator), traffic accident investigation, domestic response, crime scene search, and Hogan's Alley. There were approximately 25 teams competing with over 300 participants.

As a result of these competitions, the Willowbrook Cadets received 1st place trophies in Traffic Stops, Felony Suspect Arrest, and Crime Scene Search. They also received a 4th place trophy in Building Search. These trophies are on display in the police department.

The Willowbrook Police Department is extremely proud of these young individuals and congratulates each of them for their hard work and determination!

A special thank you is extended to advisors Commander John Barnacle, Commander Mike Kurinec, Officer Michelle Strugala, and Secretary Debbie Hahn for their time and dedication to the Cadet Program throughout the year.

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

NONE.

ACTION PROPOSED:

NONE

VILLAGE OF WILLOWBROOK

BOARD MEETING
AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:	
A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE COMPLETION OF THE WATER TANK REHABILITATION PROJECT – ERA VALDIVIA CONTRACTORS, INC.	**AGENDA NO.** 8 **AGENDA DATE:** 08/24/09

STAFF REVIEW: Tim Halik, Director of Municipal Services **SIGNATURE:** T Halik

LEGAL REVIEW: William J. Hennessy **SIGNATURE:** W J Hennessy

RECOMMENDED BY VILLAGE ADMIN.: **SIGNATURE:**

REVIEWED & APPROVED BY COMMITTEE: **YES** ☒ on Aug. 10, 2009 **NO** ☐ **N/A** ☐

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

As discussed in the previous Board Budget Workshop, bid specifications were prepared for a water tank repair project. The project is intended to complete a list of miscellaneous repairs (painting, seam welding, vent replacement, sealing abandoned holes, base grouting, electrical repairs, etc.) on all three (3) of the Village's above ground water storage tanks. After Municipal Services Committee approval was obtained, the project was put out to bid on June 9, 2009 with completed bids due June 30, 2009.

The bids all came in higher than expected. The low-bidder was a company named Era Valdivia Contractors, Inc. in the amount of $252,492.00. The engineer's original estimate of the work was $105,000, which is the amount we budgeted for. All bids were rejected by the Village Board at the August 10, 2009 meeting.

Staff has had a series of meetings with both the consulting engineer and several bidders to try to determine why the bids came in so high. It seems that, based on a previous site review of the individual tanks, the scope of the repair work was expanded without due regard for our budget limitations. Staff has since asked the engineer to revise the scope of the work back down to include only our original list of items, and the project low-bidder was asked to submit a proposal to complete the redefined project. Era Valdivia is currently rebuilding the steel bridge structure at nearby I-294 for IDOT. Therefore, their crews are already locally mobilized and are eager to complete our tank repair project this Fall.

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

Era Valdivia Contractors, Inc. returned a proposal to complete the revised list of maintenance items on all three (3) tanks for $94,500. The engineer has reviewed the proposal and recommends acceptance, since all unit costs are in-line with their revised project estimate.

Staff would recommend that a resolution waiving the competitive bidding process and accepting the proposal from Valdivia to complete the revised scope of repair work for a cost of $94,500 be adopted. This price is $10,500 below our budgeted amount and will enable the project to be completed this Fall.

ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 08-R-______

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE COMPLETION OF THE WATER TANK REHABILITATION PROJECT – ERA VALDIVIA CONTRACTORS, INC.

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, and in accordance with 720 ILCS 5/33E-12, that the competitive bidding process be waived and that the President and Village Clerk be and the same are hereby authorized and directed to accept the proposal from Era Valdivia Contractors, Inc. for the completion of the Water Tank Rehabilitation Project in an amount not to exceed $94,500.00, as set forth in the proposal attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 24th day of August, 2009.

APPROVED:

____
Village President

ATTEST:

____
Village Clerk

ROLL CALL VOTE: AYES:____

NAYS:______________________________________

ABSTENTIONS:______________________________

Village of Willowbrook

Terms and Conditions – Willowbrook Water Tank Rehabilitation Project

The following terms and conditions shall be binding upon ERA VALDIVIA CONTRACTORS INC. and the Village of Willowbrook upon the execution of an authorized agreement for services by the Village and this document shall take precedence over any other contractual terms and conditions. ERA VALDIVIA CONTRACTORS INC. will furnish all of the labor, materials, disposal, and all other services necessary for implementation of the services to be provided, unless noted otherwise.

Authorized Representative of ERA VALDIVIA CONTRACTORS INC.: Vice President Date: 8-12-09

Authorized Representative of the Village: Date:

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1) Examination by Contractor

ERA VALDIVIA CONTRACTORS INC. shall carefully examine the site or materials and become familiar with the conditions under which he/she will have to execute the required work. Failure to do so will in no way relieve ERA VALDIVIA CONTRACTORS INC. of their responsibility or increase the charges incurred by the Village.

2) Compliance with Applicable Laws, Ordinances, and Regulations

ERA VALDIVIA CONTRACTORS INC. shall strictly comply with all applicable Federal, State, and Local laws, ordinances, rules, regulations and applicable standards for the duration of the Village's working relationship with ERA VALDIVIA CONTRACTORS INC.

3) Taxes, Licenses, Permits, and Certificates

ERA VALDIVIA CONTRACTORS INC. shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the Village or ERA VALDIVIA CONTRACTORS INC. in connection with ERA VALDIVIA CONTRACTORS INC.'s facilities and the work included in this contract. By law, the Village is exempt from paying Federal Excise Tax, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax, and Service Use Tax.

4) Independent Contractor

ERA VALDIVIA CONTRACTORS INC. shall be deemed to be an independent contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State, and local laws.

5) Non-assignment

ERA VALDIVIA CONTRACTORS INC. shall not assign or subcontract this Agreement or any work thereunder, to any other person, firm, or corporation, without the prior written consent of the Village. Such assignment shall not relieve ERA VALDIVIA CONTRACTORS INC. from its obligations or change the terms of this contract. Any and all subcontractors shall be bound to the same terms as ERA VALDIVIA CONTRACTORS INC. and must supply the same documentation, including insurance requirements.

6) Insurance Specifications

ERA VALDIVIA CONTRACTORS INC. shall carry all insurance coverage required by law or which would normally be expected for the type of business, additionally, ERA VALDIVIA CONTRACTORS INC. shall maintain coverages and limits no less than:

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

Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured; (2) if requested, Owners and Contractors Protective Liability policy with the Village named as insured; (3) Insurance Services Office Business Auto Liability form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance. Owners, partners, and officers of ERA VALDIVIA CONTRACTORS INC. must be covered by Workers Compensation Coverage if they are participating in the project.

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

ERA VALDIVIA CONTRACTORS INC. shall furnish the Village with certificates of insurance naming the Village, it officials, agents, employees and volunteers as additional insureds, and with original endorsements effecting coverage required prior to commencement of any work. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall be in a form acceptable to the Village. The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Village. Such notice shall be addressed as shown in the heading of the endorsement.

Any failure by ERA VALDIVIA CONTRACTORS INC. to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers. The insurer shall waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by ERA VALDIVIA CONTRACTORS INC. for the Village.

7) Accident Prevention and Notification

ERA VALDIVIA CONTRACTORS INC. shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with its work on this project, including those that warn and guard the public against the hazards created by the work. Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by ERA VALDIVIA CONTRACTORS INC. Precautions shall be exercised at all times for the protection of its employees and subcontractors, and will exercise care for the protection of property and persons at the project work site. The safety provisions of all applicable laws, regulations, and codes shall be observed, including the elimination of known and observed hazards, and applicable work safety training. If, in the opinion of the Village, a hazardous condition exists and ERA VALDIVIA CONTRACTORS INC. fails to correct the condition, or to protect the public, the Village may order the necessary precautions to safeguard the public, the cost of which will be deducted from payments due ERA VALDIVIA CONTRACTORS INC. Flagrant disregard for the safety of the public shall constitute just reason for the Village to order cessation of work.

In the event of accidents of any kind which involve the general public and/or private or public property in the Village or in any way related to this work, ERA VALDIVIA CONTRACTORS INC. shall immediately notify the Village. Upon request of the Village, ERA VALDIVIA CONTRACTORS INC. shall provide such accounting of details and/or copy of written accident and other reports as the Village may require. The Village bears no responsibility for damage done to existing utilities during installation. ERA VALDIVIA CONTRACTORS INC. shall provide copies of any documents, related to the accident, to the Village at the same time that the reports and/or information are forwarded to any other interested parties. All repairs of damage shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work that becomes due.

8) Site Condition / Trespass on Land / Clean-Up

ERA VALDIVIA CONTRACTORS INC. shall confine their operations and storage of materials and equipment to the job site, public right-of-way or easements, as approved by the Village. ERA VALDIVIA CONTRACTORS INC. shall move the materials at their expense, if and when it becomes necessary. ERA VALDIVIA CONTRACTORS INC. shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that ERA VALDIVIA CONTRACTORS INC. is to enter upon the property of third parties in the execution of the work, he/she shall obtain written permission prior to doing so, and submit evidence of said written permission to the Village.

ERA VALDIVIA CONTRACTORS INC. shall keep the site neat and shall clean up any debris when directed to do so by the Village. Upon completion of the improvement, the site shall be left in a condition acceptable to the Village. Failure to keep the site neat, or clean-up debris when directed to do so shall be just cause for withholding payment due ERA VALDIVIA CONTRACTORS INC. and final acceptance will not be made until the site is in a condition acceptable to the Village.

9) Prevailing Wages

ERA VALDIVIA CONTRACTORS INC. shall be thoroughly familiar with and maintain compliance at all times with the provisions of 820ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by any one under contract for public works".

10) Employees and Conduct

ERA VALDIVIA CONTRACTORS INC. shall prohibit any drinking of alcoholic beverages or use of any controlled substances, except by a doctor's prescription, by any of its employees while in the course of performing their duties under this contract. In the event that any of ERA VALDIVIA CONTRACTORS INC.'s employees is deemed by the Village to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon formal, written request of the Village, ERA VALDIVIA CONTRACTORS INC. shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

11) Non-Performance; Default

If ERA VALDIVIA CONTRACTORS INC. fails to observe the established scope of work that has been detailed in the Agreement, or modified in writing via addendum or change order, the Village shall serve notice to ERA VALDIVIA CONTRACTORS INC. that the items in non-compliance must be rectified. Failure to do so may result in non-payment to ERA VALDIVIA CONTRACTORS INC. until all items are brought into compliance.

12) Indemnity Hold Harmless Provision

To the fullest extent permitted by law, ERA VALDIVIA CONTRACTORS INC. hereby agrees to defend, indemnify and hold harmless, individually and collectively, the Village, its officials, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against, the Village, its officials, agents, employees, and volunteers arising in whole or in part or in consequence of the performance of the work by ERA VALDIVIA CONTRACTORS INC., its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Village, its officials, agents, employees, and volunteers, and ERA VALDIVIA CONTRACTORS INC. shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officials, agents, employees, and volunteers, in any such action, ERA VALDIVIA CONTRACTORS INC. shall, at its own expense, satisfy and discharge same.

ERA VALDIVIA CONTRACTORS INC. expressly understands and agrees that any performance bond or insurance policies required by the contract, or otherwise provided by ERA VALDIVIA CONTRACTORS INC., shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees, and volunteers, and to pay expenses and damages as herein provided. ERA VALDIVIA CONTRACTORS INC. further agrees that to the extent that money is due ERA VALDIVIA CONTRACTORS INC. by virtue of the contract, an amount of said money as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village

13) Termination for Default

The Contract will remain in force for the full period specified and until the Village determines that all requirements and conditions have been satisfactorily met and the Village has accepted the work, and thereafter until ERA VALDIVIA CONTRACTORS INC. has met all requirements and conditions relating to the work, including warranty or guarantee periods. However the Village will have the right to terminate this Contract sooner if ERA VALDIVIA CONTRACTORS INC. has failed to perform satisfactorily the work required, as determined by the Village in its discretion.

In the event the Village decides to terminate this Contract for failure to perform satisfactorily, the Village will give ERA VALDIVIA CONTRACTORS INC. at least thirty (30) calendar days written notice before the termination takes effect. Such thirty (30) day period shall commence upon the mailing of notice by the Village. If ERA VALDIVIA CONTRACTORS INC. fails to cure the default within the thirty (30) days specified in the notice and the Contract is terminated for ERA VALDIVIA CONTRACTORS INC.'s failure to provide satisfactory Contract performance, any portion of the costs not paid to ERA VALDIVIA CONTRACTORS INC. shall be forfeited to the Village in order to cover the costs related to remedying ERA VALDIVIA CONTRACTORS INC.'s failure to provide satisfactory Contract performance. At the option of the Village, ERA VALDIVIA CONTRACTORS INC. may be given additional time to cure the defaults.

Except as otherwise directed by the Village, or in the case of termination for default (in which event ERA VALDIVIA CONTRACTORS INC. may be entitled to cure, at the option of the Village) ERA VALDIVIA CONTRACTORS INC. shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractors and subcontracts (if applicable) and settle all outstanding liabilities and claims.

14) Force Majeure

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

15) Notification to Other Party

ERA VALDIVIA CONTRACTORS INC. shall contact the Village of Willowbrook Director of Municipal Services at least seventy-two (72) hours before beginning work. All official notifications between the parties shall be in writing and delivered to the other party at their respective mailing addresses via certified mail; hand delivered; acknowledged facsimile; or via e-mail.

16) Project Scope and Amendments

ERA VALDIVIA CONTRACTORS INC. shall be responsible for constructing the improvements in accordance with the specifications. ERA VALDIVIA CONTRACTORS INC. shall have available on the job site at all times during installation, a complete set of specifications with all revisions thereto. ERA VALDIVIA CONTRACTORS INC. shall employ only workmen skilled in their trade and shall furnish full-time supervision of all work. An English-speaking supervisor shall be at the site whenever installation is in progress. The supervisor shall have authority to receive and carry out instructions from the Village. The lack of a competent supervisor on the site during installation shall be just cause for the Village to order the work to cease.

Any additions or changes to the scope of work for the project, or actions/activities of ERA VALDIVIA CONTRACTORS INC. which would incur project costs that were of an optional nature, will require written pre-approval by an authorized individual of the Village. The Village reserves the right to order additional work/materials at the cost originally proposed by ERA VALDIVIA CONTRACTORS INC.

17) Severability

Any provision of these terms and conditions that is prohibited or unenforceable under the laws of the State of Illinois shall be ineffective to the extent of such prohibition or unenforceability, without impairing or invalidating the remaining provisions of these terms and conditions. All agreements shall be deemed made in, and shall be governed by the laws of the State of Illinois, County of DuPage.

18) Standard of Care

In performing the services described in this Agreement, Contractor will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services.

19) Guarantee

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

20) Final Acceptance and Payment

The work shall not be accepted by the Village until the Village has determined that all work is complete and in accordance with the specifications. All guarantees and warrantees required shall be furnished and delivered by ERA VALDIVIA CONTRACTORS INC. to the Village, along with all lien waivers related to the project, before the final payment voucher is issued. Final payment will be made when the work is accepted by the Village.

21) Competency of Contractor

No purchase order shall be authorized for, nor contract to any person, firm, or corporation that is in arrears or is default to the Village upon any debt contract, or other obligation or who has failed to perform faithfully any previous contract with the Village.

22) Equal Employment Opportunity

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

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, , secual orientation, marital status, national origin, or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are under utilized and will take appropriate affirmative action to rectify any such under utilization.

2. That if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under utilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of ERA VALDIVIA CONTRACTORS INC.'s obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with ERA VALDIVIA CONTRACTORS INC. in its efforts to comply with such Act and Rules, ERA VALDIVIA CONTRACTORS INC. will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

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

Subcontracts

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

Contracts or Subcontracts with Religious Entities –

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

~~**23) Performance Bond**~~ (Removal accepted: Tim Halik TH. / Greg Bairaktaris GB)

~~When required by the Village or State Statute, EARTH INC. shall be required to furnish a performance bond in the full amount of the contract, in a form acceptable to the Village.~~

24) ERA VALDIVIA CONTRACTORS INC. Scope of Work

The attached proposal from ERA VALDIVIA CONTRACTORS INC., No. 2009-8-3-01, dated August 3, 2009 shall be included as a part of this Agreement. All workmanship shall conform to industry standards and be performed in accordance with OSHA and other regulatory requirements.

In the event of any conflict(s) between the two documents (Willowbrook Terms and Conditions and ERA VALDIVIA CONTRACTORS INC.'s Proposal) the Willowbrook Terms and Conditions document shall control, unless Willowbrook in its sole discretion decides otherwise.

25) Compensation

The compensation for the work shall be on a not to exceed basis in the amount of $94,500. ERA VALDIVIA CONTRACTORS INC. shall invoice the Village following completion of the services.

26) Acknowledgement of Risk Injury and Waiver of Claims for Risk Injury

ERA VALDIVIA CONTRACTORS INC. recognizes and acknowledges that there are certain risks of physical injury and ERA VALDIVIA CONTRACTORS INC. agrees to assume the full risk of any injuries, including death, damages or loss which may be sustained as a result of the activities of ERA VALDIVIA CONTRACTORS INC. personnel while going upon Village property identified in the Scope of Work. ERA VALDIVIA CONTRACTORS INC. agrees to waive and relinquish all claims ERA VALDIVIA CONTRACTORS INC. may have against the Village, its officers, agents, servants and employees as a result of the activities of ERA VALDIVIA CONTRACTORS INC. personnel while going upon Village property identified in the Scope of Work. ERA VALDIVIA CONTRACTORS INC. does hereby fully release and discharge the Village, its officers, agents, servants and employees from any and all claims for injuries, including death, damage or loss which ERA VALDIVIA CONTRACTORS INC. may have or which may accrue on account of the activities of ERA VALDIVIA CONTRACTORS INC. Personnel while going upon Village property identified in the Scope of Work.

ERA VALDIVIA CONTRACTORS, INC.
11909 South Avenue O
Chicago, Illinois 60617
Phone: (773) 721-9350
Fax: (773) 721-8027

TELEFAX TRANSMITTAL

DATE: August 3, 2009

TO: Gerald Hennelly

COMPANY: Christopher B. Burke Engineering Ltd

FAX No: 847-939-5214

FROM: Greg Bairaktaris
Project Manager

No. OF PAGES: 4 INCLUDING COVER SHEET

Proposal Request : Willowbrook Tanks

Schedule of Prices with Scope

Please review schedule of work for Village of Willowbrook, IL.

Thanks again for providing us the opportunity price out the requested work.

I have forwarded a copy to Tim's Office.

Greg

If you have problems receiving this transmission, please call (773) 721-9350.

SSPC – Patron Member and SSPC-QP1/QP2 Certified

PROPOSAL

EXHIBIT "A"

PROPOSAL NO.: 2009-8-3-01

DATE: August 3, 2009

PROPOSAL SUBMITTED TO:
Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

PROJECT: Willowbrook Water Tank - Rehabilitation Project
Redefined Scope of Work – Attached Sheet

Era Valdivia Contractors, Inc.
11909 South Avenue O
Chicago, IL 60617

TEL: (773) 721-9350
FAX: (773) 721-8027

ATTN: Timothy Halik – Director of Municipal Services

Dear Mr. Halik,

Era Valdivia Contractors, Inc. proposes the following revised bid proposal to furnish the necessary labor, materials, supervision, equipment, and insurance to complete the required scope of work at the above referenced project according to the following scope at each location:

Executive Tower

1. Wire-brush clean lapped seam connections at interior roof section of tank. Apply Sika caulk to entire lapped seam areas.
2. Provide Safety Climb Device for ladder from interior base cone to lower platform. Includes Glide and Harness with attachments.
3. Replace expansion coupling at same location with Bellows Type.
4. Furnish and install one (1) FAA dual obstruction light fixture at same location and connection.
5. Furnish and install four (4) 60 Wt Fluorescent and two (2) 70 Wt High Pressure Fixtures.
6. Seal exterior conduit penetrations.
7. Remove antenna cable from current position as to not obstruct ladder.
8. Furnish and install new sump pump and connect with new fittings.
9. Replace existing overflow screens and attach flap gate to existing pipe. Spot paint connection.
10. Grout repair to concrete base and paint with similar color as existing tank color.
11. SCADA programming upgrade.

Lake Hinsdale High Tank

12. Seal exterior conduit penetrations.
13. Power-Tool Clean and repaint interior riser piping at Base Cone Section of tank. Paint two coats of epoxy, with similar to existing color.
14. Furnish and install one (1) 60 Wt Fluorescent Fixture and one (1) 70 Wt High Pressure Sodium Fixture at same locations and connections.
15. Remove and replace flange fitting on riser piping sample tap with new ductile iron piping and provide new blind flange on well piping. Also furnish and install new floor Drain covers.
16. Weld new cathodic plates and spot paint with epoxy and similar urethane finish color.
17. Grout repair to concrete base and paint with similar color as existing tank color.

3MG Standpipe

18. Repair, Replace and Repaint existing hinges on access pilaster door. Color similar to existing.
19. Furnish and install five (5) 60 Wt Fluorescent Fixtures at same locations and with same connections.
20. Seal cable penetration to roof opening.
21. Replace overflow screening.
22. Grout repair to concrete base and paint with similar color as existing tank color scheme.

CLARIFICATIONS, QUALIFICATIONS and EXCLUSIONS:

1. No performance bond included. If required, based at 1.5 % of contract amount.
2. No D/H or heating of any kind included with this work.
3. Chlorination and sample testing by others.
4 No washout or cleaning of interior areas is included.
5. No hardware and/or PLC included with SCADA upgrade.
5. No waste disposal. Construction debris generated by this work is considered non-hazardous and general waste.
6. Work to be completed during 2009.

PROPOSAL

PROPOSAL NO. : 2009-8-3-01

DATE: August 3, 2009

PROPOSAL SUBMITTED TO:
Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527

PROJECT: Willowbrook Water Tank - Rehabilitation Project
Redefined Scope of Work – Attached Sheet

ATTN: Timothy Halik – Director of Municipal Services

All materials are guaranteed to be specified, and the above referenced scope of work will be performed in accordance to proposal specifications as provide by Christopher B. Burke Engineering, Project No. 090203, and completed for the firm lump sum amount of: **Ninety Four Thousand Five Hundred Dollars and Zero Cents ($94,500.00).**

Thank you for the opportunity to be of service and submit this work proposal. Should there be any further questions and/or discussion concerning this submittal, do not hesitate to contact this office at 773-721-9350 and/or my cell at 773-447-6658.

Sincerely,
Era Valdivia Contractors, Inc.

Greg Bairaktaris
Project Manager

Attachment: Christopher B. Burke Engineering , Ltd item price list.

SSPC Patron Member and SSPC-QP1/QP2 Certified Contractor

VILLAGE OF WILLOWBROOK

WATER TANK REHABILITATION PROJECTS

CBBEL PROJECT NO. 090203

SCHEDULE OF PRICES

REDEFINED SCOPE OF WORK 07/21/09

EXECUTIVE TOWER HIGH TANK

Specification No.	Description	Unit	Quantity	Unit Cost		Cost	
09900/04	CLEAN AND SEAL LAPPED SEAMS	LUMP SUM	1	$	12,000.00	$	12,000.00
15177/2.03 C	PROVIDE SAFETY CLIMB DEVICE FOR LADDER FROM BASE CONE TO LOWER PLATFORM	LUMP SUM	1	$	2,800.00	$	2,800.00
15177/2.02 - 9	REPLACE EXPANSION COUPLING	LUMP SUM	1	$	15,000.00	$	15,000.00
15177/2.03 E	REPAIR OBSTRUCTION LIGHT	LUMP SUM	1	$	3,800.00	$	3,800.00
15117/2.03 F1	REPAIR EXISTING INTERIOR LIGHTING FIXTURES	LUMP SUM	1	$	2,000.00	$	2,000.00
15177/2.03 H	SEAL EXTERIOR CONDUIT PENETRATIONS	LUMP SUM	1	$	1,000.00	$	1,000.00
15177/2.03 I	REMOVE ANTENNA CABLE FROM INTERIOR LADDERS	LUMP SUM	1	$	3,000.00	$	3,000.00
15177/2.03 J	REPLACE EXISTING SUMP PUMP	LUMP SUM	1	$	2,800.00	$	2,800.00
15177/2.03 L	REPLACE EXISTING OVERFLOW SCREENING	LUMP SUM	1	$	700.00	$	700.00
					EXECUTIVE TOWER SUBTOTAL	$	43,100.00

LAKE HINSDALE HIGH TANK

Specification No.	Description	Unit	Quantity	Unit Cost		Cost	
15177/2.03 H	SEAL EXTERIOR CONDUIT PENETRATION	LUMP SUM	1	$	1,000.00	$	1,000.00
15177/2.03 N	HAND TOOL CLEAN & REPAINT BASE CONE RISER PIPING	LUMP SUM	1	$	4,000.00	$	4,000.00
15177/2.03 O	REPAIR EXISTING LIGHT FIXTURES	LUMP SUM	1	$	3,000.00	$	3,000.00
15177/2.03 P	REMOVE & REPLACE FLANGE FITTING ON RISER PIPING SAMPLE TAP WITH NEW DUCTILE IRON PIPING & PROVIDE NEW BLIND FLANGE ON WELL PIPING	LUMP SUM	1	$	17,000.00	$	17,000.00
15177/2.03 Q	WELD NEW CATHODIC PROTECTION HOLE PLATES & PAINT	LUMP SUM	1	$	5,000.00	$	5,000.00
					LAKE HINSDALE SUBTOTAL	$	30,000.00

3MG STANDPIPE

Specification No.	Description	Unit	Quantity	Unit Cost		Cost	
15177/2.02 9	REPAIR, REPLACE & REPAINT EXISTING HINGES ON ACCESS PILASTER DOOR	LUMP SUM	1	$	1,000.00	$	1,000.00
15177/2.03 S	REMOVE & REPLACE IN KIND EXISTING PILASTER LIGHTING	LUMP SUM	1	$	4,700.00	$	4,700.00
15177/2.03 T	SEAL OPEN CABLE PENETRATIONS ON ROOF	LUMP SUM	1	$	2,000.00	$	2,000.00
15177/2.03 U	REPLACE OVERFLOW SCREENING	LUMP SUM	1	$	1,200.00	$	1,200.00
					3MG STANDPIPE SUBTOTAL	$	8,900.00

SUB TOTAL	$	82,000.00

SCADA Program upgrade - Executive Tank		$6,500
3 MG Grout Repair	$	3,000.00
Lake Hinsdale Grout Repair	$	1,500.00
Executive Tower Grout Repair	$	1,500.00
GRAND TOTAL	$	94,500.00

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

August 5, 2009

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

Attention: Mr. Tim Halik
Director of Municipal Services/Public Works

Subject: Evaluation of Redefined Proposed Scope of Work
Rehabilitation of the Executive Tower 500,000 Gallon High Tank, Lake Hinsdale 500,000 Gallon High Tank and the 3 MG Standpipe
(CBBEL Project No. 09-0203)

Dear Mr. Halik:

As requested, we have reviewed the proposal submitted by ERA Valdivia Contractors, Inc. for the above project. This proposal was received via facsimile at our office on August 3, 2009. Our evaluation of the bid proposal is as follows.

EVALUATION OF BID PROPOSAL

On July 28, 2009 Mr. Greg Bairaktaris of ERA Valdivia Contractors, Inc. was given a list of items which redefined the Scope of Services required for this contract. Mr. Bairaktaris agreed to reduce his original contract amount to meet the budgetary requirements of the Village. Below is the result of ERA Valdivia's revised bid proposal. We have included a copy of the bid tabulation which includes our Engineer's Opinion of Probable Construction Costs for your review. The following summarizes the results of the bid tabulation:

Engineer's Opinion of Probable Construction Cost	*$95,000*
ERA Valdivia Contractors, Inc.	$94,500

There were no irregularities identified based on our review of the bid.

RECOMMENDATION

Based on the above, we recommend that a contract be awarded to ERA Valdivia Contractors, Inc. in the amount of $94,500.

If you have any questions, please call.

Sincerely,

John P. Caruso, PE
Head, Mechanical/Electrical Section

GAH/pjb

Encl.: As Noted

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VILLAGE OF WILLOWBROOK

WATER TANK REHABILITATION PROJECTS

CBBEL PROJECT NO. 090203

ERA Valdivia REDEFINED SCOPE OF WORK PRICING

8/5/2009

EXECUTIVE TOWER HIGH TANK

				Engineers Estimate		ERA Valdivia	
Specification No.	Description	Unit	Quantity	Unit Cost	Cost	Unit Cost	Cost
09900/04	CLEAN AND SEAL LAPPED SEAMS	LUMP SUM	1	$ 25,000.00	$ 25,000.00	$ 12,000.00	$ 12,000.00
15177/2.03 C	PROVIDE SAFETY CLIMB DEVICE FOR LADDER FROM BASE CONE TO LOWER PLATFORM	LUMP SUM	1	$ 5,000.00	$ 5,000.00	$ 2,800.00	$ 2,800.00
15177/2.02 - 9	REPLACE EXPANSION COUPLING	LUMP SUM	1	$ 20,000.00	$ 20,000.00	$ 15,000.00	$ 15,000.00
15177/2.03 E	REPAIR OBSTRUCTION LIGHT	LUMP SUM	1	$ 1,000.00	$ 1,000.00	$ 3,800.00	$ 3,800.00
15117/2.03 F1	REPAIR EXISTING INTERIOR LIGHTING FIXTURES	LUMP SUM	1	$ 4,000.00	$ 4,000.00	$ 2,000.00	$ 2,000.00
15177/2.03 H	SEAL EXTERIOR CONDUIT PENETRATIONS	LUMP SUM	1	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
15177/2.03 I	REMOVE ANTENNA CABLE FROM INTERIOR LADDERS	LUMP SUM	1	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00
15177/2.03 J	REPLACE EXISTING SUMP PUMP	LUMP SUM	1	$ 1,000.00	$ 1,000.00	$ 2,800.00	$ 2,800.00
15177/2.03 L	REPLACE EXISTING OVERFLOW SCREENING	LUMP SUM	1	$ 1,500.00	$ 1,500.00	$ 700.00	$ 700.00
				EXECUTIVE TOWER SUBTOTAL	**$ 60,500.00**		**$ 43,100.00**

LAKE HINSDALE HIGH TANK

Specification No.	Description	Unit	Quantity	Unit Cost	Cost	Unit Cost	Cost
15177/2.03 H	SEAL EXTERIOR CONDUIT PENETRATION	LUMP SUM	1	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
15177/2.03 N	HAND TOOL CLEAN & REPAINT BASE CONE RISER PIPING	LUMP SUM	1	$ 7,500.00	$ 7,500.00	$ 4,000.00	$ 4,000.00
15177/2.03 O	REPAIR EXISTING LIGHT FIXTURES	LUMP SUM	1	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00
15177/2.03 P	REMOVE & REPLACE FLANGE FITTING ON RISER PIPING SAMPLE TAP WITH NEW DUCTILE IRON PIPING & PROVIDE NEW BLIND FLANGE ON WELL PIPING	LUMP SUM	1	$ 9,000.00	$ 9,000.00	$ 17,000.00	$ 17,000.00
15177/2.03 Q	WELD NEW CATHODIC PROTECTION HOLE PLATES & PAINT	LUMP SUM	1	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00
				LAKE HINSDALE SUBTOTAL	**$ 23,000.00**		**$ 30,000.00**

3MG STANDPIPE

Specification No.	Description	Unit	Quantity	Unit Cost	Cost	Unit Cost	Cost
15177/2.02 9	REPAIR, REPLACE & REPAINT EXISTING HINGES ON ACCESS PILASTER DOOR	LUMP SUM	1	$ 3,000.00	$ 3,000.00	$ 1,000.00	$ 1,000.00
15177/2.03 S	REMOVE & REPLACE IN KIND EXISTING PILASTER LIGHTING	LUMP SUM	1	$ 4,000.00	$ 4,000.00	$ 4,700.00	$ 4,700.00
15177/2.03 T	SEAL OPEN CABLE PENETRATIONS ON ROOF	LUMP SUM	1	$ 3,000.00	$ 3,000.00	$ 2,000.00	$ 2,000.00
15177/2.03 U	REPLACE OVERFLOW SCREENING	LUMP SUM	1	$ 1,500.00	$ 1,500.00	$ 1,200.00	$ 1,200.00
				3MG STANDPIPE SUBTOTAL	**$ 11,500.00**		**$ 8,900.00**

ENGINEER'S ESTIMATE GRAND TOTAL	**$ 95,000.00**	**ERA SUBTOTAL**	**$ 82,000.00**

EXTRA WORK OUTSIDE OF REDEFINED SCOPE OF WORK DATED 07/21/09

Specification No.	Description	Unit	Quantity			Unit Cost	Cost
	SCADA PROGRAM UPGRADE - EXECUTIVE TOWER	LUMP SUM	1			$ 6,500.00	$ 6,500.00
	3 MG GROUT REPAIR	LUMP SUM	1			$ 3,000.00	$ 3,000.00
	LAKE HINSDALE GROUT REPAIR	LUMP SUM	1			$ 1,500.00	$ 1,500.00
	EXECUTIVE TOWER GROUT REPAIR	LUMP SUM	1			$ 1,500.00	$ 1,500.00
				ERA VALDIVIA EXTRA WORK SUBTOTAL			**$ 12,500.00**

ENGINEER'S ESTIMATE GRAND TOTAL	**$ 95,000.00**	**ERA TOTAL**	**$ 94,500.00**