

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JULY 22, 2024 FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. Minutes - Board of Trustees Regular Meeting July 8, 2024 (APPROVE)
 - c. Warrants \$2,096,970.64
 - d. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE VILLAGE OF WILLOWBROOK BY AND BETWEEN TROTTER AND ASSOCIATES, INC. AND THE VILLAGE OF WILLOWBROOK (ADOPT)
 - e. RESOLUTION NO. _____ - A RESOLUTION AUTHORIZING THE SUBMISSION OF AN OPEN SPACE LAND ACQUISITION AND DEVELOPMENT (OSLAD) GRANT APPLICATION FOR THE BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT, PHASE THREE, 208 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS (ADOPT)

NEW BUSINESS

6. RESOLUTION NO. _____ - A RESOLUTION APPROVING A PLAT OF VACATION FOR THE REDUCTION OF THE PUBLIC UTILITY EASEMENT AND STORM WATER DETENTION EASEMENT AT 309 59th STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)
7. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR CONSTRUCTION ENGINEERING SERVICES FOR THE BORSE MEMORIAL COMMUNITY PARK AND CREEKSIDER PARK RENOVATION PROJECTS BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK (ADOPT)

8. SOLAR LIGHTS - VILLAGE PARK PROJECTS

- a. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE PROPOSAL AND APPROVING THE PURCHASE OF FIFTEEN (15) SOLAR LED PARK LIGHTS FROM WILLOW ELECTRIC SUPPLY, INC. FOR FARMINGDALE TERRACE PARK, CREEKSIDER PARK, AND BORSE MEMORIAL COMMUNITY PARK AT A COST NOT TO EXCEED \$63,293.40 (ADOPT)
- b. ORDINANCE NO. _____ - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH RAG'S ELECTRIC, INC. FOR THE ELECTRICAL INSTALLATION OF FIFTEEN (15) SOLAR LED PARK LIGHTS AT FARMINGDALE TERRACE PARK, CREEKSIDER PARK, AND BORSE MEMORIAL COMMUNITY PARK IN THE VILLAGE OF WILLOWBROOK (PASS)

9. RESOLUTION NO. _____ - A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) CANDIDATE TO FILL A VACANCY IN THE RANK OF PATROL OFFICER (ADOPT)

10. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT AGREEMENT WITH GROOT, INC. TO PROVIDE RESIDENTIAL SCAVENGER SERVICES TO THE VILLAGE OF WILLOWBROOK (ADOPT)

PRIOR BUSINESS

11. TRUSTEE REPORTS
12. ATTORNEY'S REPORT
13. CLERK'S REPORT
14. ADMINISTRATOR'S REPORT
15. MAYOR'S REPORT
16. EXECUTIVE SESSION
17. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON DAY, JULY 8, 2024, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at 6:30 P.M. Mayor Trilla.

2. ROLL CALL

Those physically present at roll call were, Mayor Frank Trilla, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele and Gayle Neal, Attorney Michael Durkin, Village Administrator Sean Halloran, Chief Financial Officer Lora Flori, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Director of Public Works Rick Valent, and Deputy Chief Gerard Wodka.

PRESENT VIA ZOOM: Trustee Greg Ruffolo

ABSENT: Village Clerk Deborah Hahn, Deputy Clerk Christine Mardegan, Assistant Village Administrator Alex Arteaga, Chief Lauren Kaspar, and Deputy Chief Ben Kadolph.

A QUORUM WAS DECLARED

MOTION TO APPROVE - A MOTION TO ALLOW TRUSTEE GREG RUFFOLO TO ATTEND THE MEETING REMOTELY. (PASS)

Trustee Neal advised that a motion was necessary to allow Trustee Greg Ruffolo to attend the meeting remotely.

MOTION: Made by Trustee Neal and seconded by Trustee Davi to allow Trustee Ruffolo to attend the meeting remotely.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Deputy Chief Wodka to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None present.

5. OMNIBUS VOTE AGENDA:

Mayor Trilla read over each item in the Omnibus Vote Agenda for the record.

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting June 24, 2024 (APPROVE)
- c. Warrants \$220,060.18
- d. ORDINANCE NO. 24-O-15 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH K-FIVE CONSTRUCTION CORPORATION FOR THE REMOVAL AND REPLACEMENT OF FOUR (4) SPEED TABLES ON MIDWAY DRIVE AND ELEANOR PLACE IN THE VILLAGE OF WILLOWBROOK (ADOPT)
- e. ORDINANCE NO. 24-O-16 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK AMENDING SECTION 4-4-4 ENTITLED "RESERVATION OF PARK OR PORTION THEREOF: PERMIT REQUIRED" OF CHAPTER 4 ENTITLED "PARKS" OF TITLE 4 ENTITLED "MUNICIPAL SERVICES" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK (PASS)
- f. ORDINANCE NO. 24-O-17 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING AND AUTHORIZING THE SALE, DISPOSAL OR TRADE-IN OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK (PASS)
- g. ORDINANCE NO. 24-O-18 - AN ORDINANCE PROPOSING THE EXPANSION OF THE BOUNDARIES OF THE ROUTE 83/PLAINFIELD ROAD BUSINESS DISTRICT IN THE VILLAGE OF WILLOWBROOK AND THE SCHEDULING OF A RELATED PUBLIC HEARING (PASS)

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

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

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

NEW BUSINESS

6. VILLAGE THIRD-PARTY ENGINEERING SERVICES CONTRACTS

a. RESOLUTION NO. 24-R-34 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE VILLAGE OF WILLOWBROOK BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK (ADOPT)

Director Valent outlined the process followed to review the Request for Qualifications for Engineering Services received by the Village including the engineering disciplines required and the interview process.

Of the three firms selected who encompass the required disciplines, the terms of the agreements are five years with an option to renew for two additional one-year terms. The hourly rates for 2024 have been provided as set rates, or not-to-exceed increases for the coming years.

At this evening's meeting, staff is asking the Board to approve two of the three contracts. The contract for Trotter, Inc. was not available for this evening and will be presented at the July 22nd meeting.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adopt Resolution 24-R-34 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

b. RESOLUTION NO. 24-R-35 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE VILLAGE OF WILLOWBROOK BY AND BETWEEN KLUBER, INC. AND THE VILLAGE OF WILLOWBROOK(ADOPT)

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution 24-R-35 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRIOR BUSINESS

7. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

8. ATTORNEY'S REPORT

Attorney Durkin noted that there will be an executive session.

9. CLERK'S REPORT

Clerk Hahn was not present.

10. ADMINISTRATOR'S REPORT

Administrator Halloran turned the floor over to Director Kleefisch for his comments. Director Kleefisch shared exciting news regarding the BRW (Burr Ridge/Willowbrook Softball) Blast travel teams. The Blast 13U-KK (age 13 and under) team won their conference division and are ranked number 1 nationally by the USSSA (United States Specialty Sports Association). Additionally, the Blast 12U-AT (age 12 and under) team won a tournament, and the 10U-Sully (age 10 and under) team won a tournament, and the teams are all now nationally ranked. Very successful and very happy with their successes. The BRW teams are doing well and enjoying the use of Willowbrook's fields. Congratulations to those young players and their coaches.

Administrator Halloran noted that Executive Drive opened for the first time today since January. The project was completed a month ahead of schedule. Congratulations to Director Valent and his team, thank you to Christopher Burke (Christopher B. Burke Engineering Ltd.), and Martam Construction. Only some signage and landscaping remain to be completed.

11. MAYOR'S REPORT

Mayor Trilla had no report.

12. EXECUTIVE SESSION

5 ILCS 120/2(c)(5)- The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether particular parcel should be acquired.

5 ILCS 120/2(c)(11) - Active Litigation.

MOTION: Made by Trustee Davi and seconded by Trustee Ruffolo to adjourn the Regular Meeting at the hour of 6:44 p.m. and move into closed session.

13. ADJOURNMENT

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED
PRESENTED, READ, and APPROVED.

July 22 , 2024

Frank A. Trilla, Mayor

Minutes transcribed by Administrative Assistant Jody Wegrzynski.

W A R R A N T S

July 22, 2024

GENERAL CORPORATE FUND	-----	\$ 411,170.79
WATER FUND	-----	\$ 270,006.84
CAPITAL PROJECT FUND	-----	\$ 1,410,955.27
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$ 4,201.74
17 SERIES 2022 BOND	-----	\$ 636.00
TOTAL WARRANTS	-----	\$ 2,096,970.64

Lora Flori, Director of Finance

APPROVED:

Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
07/22/2024		APCH	102146#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10	856.04
					INTERNET/WEBSITE HOSTING	460-225	10	129.67
					INTERNET/WEBSITE HOSTING	640-225	30	3,219.17
					INTERNET/WEBSITE HOSTING	715-225	35	129.82
					INTERNET/WEBSITE HOSTING	715-225	35	129.67
					INTERNET/WEBSITE HOSTING	715-225	35	129.67
					INTERNET/WEBSITE HOSTING	715-225	35	129.67
					CHECK APCHK 102146 TOTAL FOR FUND 01:			4,723.71
07/22/2024		APCH	102148	ADAM GUZIK	MAINTENANCE - VEHICLES	810-409	40	20.00
07/22/2024		APCH	102149	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - ADJUDICATOR	630-246	30	21,775.00
07/22/2024		APCH	102150#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	630-201	30	3,001.00
					TELEPHONES	710-201	35	288.43
					CHECK APCHK 102150 TOTAL FOR FUND 01:			3,289.43
07/22/2024		APCH	102151	AXON ENTERPRISE, INC	OTHER WEAPONS	630-347	30	3,689.29
07/22/2024		APCH	102152	B & E AUTO REPAIR & TOWING	MAINTENANCE - BUILDING	630-228	30	160.00
07/22/2024		APCH	102153	BANNERVILLE USA INC	SPECIAL EVENTS	585-523	20	200.00
07/22/2024		APCH	102154	BEST OFFICIALS	COMMUNITY EVENTS	585-522	20	994.00
07/22/2024		APCH	102155	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	550.00
07/22/2024		APCH	102156	BETTY LAPINSKI	ACTIVE ADULT PROGRAM	590-517	20	75.00
07/22/2024		APCH	102158	BROADWAY IN CHICAGO	ACTIVE ADULT PROGRAM	590-517	20	5,041.00
07/22/2024		APCH	102159	CASE LOTS, INC	MAINTENANCE - BUILDING	466-228	10	798.90
07/22/2024		APCH	102160	CHICAGO WHITE SOX TICKET OFFICE	ACTIVE ADULT PROGRAM	590-517	20	1,908.00
07/22/2024		APCH	102161*#	CHRISTOPHER B. BURKE	ENGINEERING SERVICES	820-262	40	2,076.40
					ENGINEERING SERVICES	820-262	40	447.50
					ENGINEERING SERVICES	820-262	40	358.00
					ENGINEERING SERVICES	820-262	40	179.00
					ENGINEERING SERVICES	820-262	40	447.50
					ENGINEERING SERVICES	820-262	40	447.50
					CHECK APCHK 102161 TOTAL FOR FUND 01:			3,955.90
07/22/2024		APCH	102162	CLARKE ENVIRONMENTAL	MOSQUITO ABATEMENT	760-259	35	3,800.00
					MOSQUITO ABATEMENT	760-259	35	6,842.50

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					CHECK APCHK 102162 TOTAL FOR FUND 01:			10,642.50
07/22/2024	APCH	102163	COMED		MAINTENANCE - TRAFFIC SIGNALS	745-224	35	151.14
					MAINTENANCE - TRAFFIC SIGNALS	745-224	35	368.43
					CHECK APCHK 102163 TOTAL FOR FUND 01:			519.57
07/22/2024	APCH	102164	CONRAD POLYGRAPH INC		EXAMS - PHYSICAL	440-543	07	800.00
07/22/2024	APCH	102165	DACRA ADJUDICATION LLC		EDP LICENSES	460-263	10	2,500.00
07/22/2024	APCH	102166	DENNY DIAMOND INC.		ACTIVE ADULT PROGRAM	590-517	20	2,212.00
07/22/2024	APCH	102167	DU-COMM		RADIO DISPATCHING	675-235	30	90,022.50
					RADIO DISPATCHING	675-235	30	3,773.50
					CHECK APCHK 102167 TOTAL FOR FUND 01:			93,796.00
07/22/2024	APCH	102168	DUPAGE COUNTY RECORDER		PRINTING & PUBLISHING	810-302	40	87.00
07/22/2024	APCH	102169	DUPAGE JUV OFCRS ASSN		FEES/DUES/SUBSCRIPTIONS	630-307	30	125.00
07/22/2024	APCH	102170*#	ELROD FRIEDMAN LLP		FEES - VILLAGE ATTORNEY	470-239	10	2,096.95
					FEES - VILLAGE ATTORNEY	470-239	10	210.00
					FEES - VILLAGE ATTORNEY	470-239	10	84.00
					CHECK APCHK 102170 TOTAL FOR FUND 01:			2,390.95
07/22/2024	APCH	102171	ESSENHAUS INN & CONF. CENTER		ACTIVE ADULT PROGRAM	590-517	20	200.00
07/22/2024	APCH	102172	EVERBRIDGE INC		EDP LICENSES	640-263	30	4,820.00
07/22/2024	APCH	102174	FOX TOWN PLUMBING INC		MAINTENANCE	725-410	35	214.74
07/22/2024	APCH	102175	FREDRIKSEN FIRE EQUIPMENT		MAINTENANCE - BUILDING	466-228	10	835.74
07/22/2024	APCH	102176*#	GOVERNMENT INSURANCE NETWORK		EMP DED PAY- INSURANCE	210-204	00	14,987.14
					LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	71.98
					LIFE INSURANCE - COMMISSIONERS	435-148	07	23.60
					HEALTH/DENTAL/LIFE INSURANCE	455-141	10	6,122.30
					LIFE INSURANCE - PLAN COMMISSION	510-340	15	78.47
					HEALTH/DENTAL/LIFE INSURANCE	550-141	20	2,584.76
					HEALTH/DENTAL/LIFE INSURANCE	630-141	30	44,708.12
					HEALTH/DENTAL/LIFE INSURANCE	710-141	35	4,438.22
					HEALTH/DENTAL/LIFE INSURANCE	810-141	40	6,167.98
					CHECK APCHK 102176 TOTAL FOR FUND 01:			79,182.57
07/22/2024	APCH	102177	GRAINGER		MAINTENANCE	725-410	35	102.90

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
07/22/2024		APCH	102178	GREAT LAKES CONCRETE, LLC	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	5,202.00
07/22/2024		APCH	102179	GREAT LAKES WATER & SAFETY PRODU	UNIFORMS	630-345	30	835.00
07/22/2024		APCH	102181	HIGH SPEED WELDING, INC	MAINTENANCE	725-410	35	6,911.00
07/22/2024		APCH	102182	HINSDALE NURSERIES, INC.	TREE MAINTENANCE	750-338	35	1,890.00
07/22/2024		APCH	102183	HOUSEAL LAVIGNE ASSOCIATES LLC	SPECIAL PROJECTS	810-305	40	1,396.25
07/22/2024		APCH	102184	JENNIE GROLL	ACTIVE ADULT PROGRAM	590-517	20	871.00
07/22/2024		APCH	102185	JESSICA BRIELLE KAWALEK	ACTIVE ADULT PROGRAM	590-517	20	400.00
07/22/2024		APCH	102186	JOHNSTON, JAMES	BROW23-003 - PB23-165	210-109	00	1,500.00
07/22/2024		APCH	102187	JOHNSTON, JAMES	BTC024-001 - PB23-165	210-109	00	2,000.00
07/22/2024		APCH	102188	KATHERINE WOODS	ACTIVE ADULT PROGRAM	590-517	20	171.00
07/22/2024		APCH	102189	KEVRON PRINTING & DESIGN INC	OFFICE SUPPLIES	610-301	25	129.57
07/22/2024		APCH	102190*#	KLOEPFER CONSTRUCTION, INC.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,368.00
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,812.52
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,318.90
					CHECK APCHK 102190 TOTAL FOR FUND 01:			12,499.42
07/22/2024		APCH	102192	LEONARD B CANNATA	RED LIGHT - ADJUDICATOR	630-246	30	1,188.00
07/22/2024		APCH	102193	LISA SARVER	ACTIVE ADULT PROGRAM	590-517	20	150.00
07/22/2024		APCH	102194	MARILYN EGGERT	ACTIVE ADULT PROGRAM	590-517	20	115.00
07/22/2024		APCH	102197#	MULTISYSTEM MANAGEMENT COMPANY	MAINTENANCE - BUILDING	466-228	10	1,222.50
					MAINTENANCE - EQUIPMENT	570-411	20	640.00
					MAINTENANCE - BUILDING	630-228	30	1,222.50
					CHECK APCHK 102197 TOTAL FOR FUND 01:			3,085.00
07/22/2024		APCH	102198	NICOR GAS	NICOR GAS (825 MIDWAY)	570-235	20	45.29
07/22/2024		APCH	102199*#	NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	7,650.00
					TREE MAINTENANCE	750-338	35	7,080.00
					TREE MAINTENANCE	750-338	35	7,920.00
					TREE MAINTENANCE	750-338	35	2,874.00
					TREE MAINTENANCE	750-338	35	2,376.00
					TREE MAINTENANCE	750-338	35	846.00
					TREE MAINTENANCE	750-338	35	792.00
					TREE MAINTENANCE	750-338	35	6,600.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					TREE MAINTENANCE	750-338	35	1,498.00
					TREE MAINTENANCE	750-338	35	1,650.00
					TREE MAINTENANCE	750-338	35	2,358.00
					TREE MAINTENANCE	750-338	35	792.00
					TREE MAINTENANCE	750-338	35	812.00
					CHECK APCHK 102199 TOTAL FOR FUND 01:			43,248.00
07/22/2024	APCH	102200*#	NOVOTNY ENGINEERING		ENGINEERING SERVICES	820-262	40	70.00
07/22/2024	APCH	102201#	ORBIS SOLUTIONS		CONSULTING SERVICES - IT	460-306	10	1,381.55
					INFORMATIONAL TECH SERVICES	555-308	20	1,381.55
					INFORMATIONAL TECH SERVICES	640-308	30	1,381.55
					INFORMATIONAL TECH SERVICES	715-308	35	1,381.55
					INFORMATIONAL TECH SERVICES	815-308	40	1,381.55
					CHECK APCHK 102201 TOTAL FOR FUND 01:			6,907.75
07/22/2024	APCH	102203	PARVIN-CLAUSS SIGN CO		SPECIAL PROJECTS	810-305	40	2,687.00
07/22/2024	APCH	102204	PATRICK BAIO		ACTIVE ADULT PROGRAM	590-517	20	235.20
07/22/2024	APCH	102205	PEGGY DANHOF		ACTIVE ADULT PROGRAM	590-517	20	871.00
07/22/2024	APCH	102207	RATHS, RATHS & JOHNSON, INC.		ENGINEERING SERVICES	820-262	40	401.00
					ENGINEERING SERVICES	820-262	40	917.50
					ENGINEERING SERVICES	820-262	40	612.50
					CHECK APCHK 102207 TOTAL FOR FUND 01:			1,931.00
07/22/2024	APCH	102209	READY REFRESH		COMMISSARY PROVISION	455-355	10	201.18
07/22/2024	APCH	102210	RUTH LAKE COUNTRY CLUB		ACTIVE ADULT PROGRAM	590-517	20	2,167.40
07/22/2024	APCH	102211	SAFE BUILT, LLC		BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	4,446.37
					BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	3,582.95
					CHECK APCHK 102211 TOTAL FOR FUND 01:			8,029.32
07/22/2024	APCH	102212#	SEMMER LANDSCAPE		LANDSCAPE MAINTENANCE SERVICES	565-342	20	10,558.12
					ROUTE 83 BEAUTIFICATION	755-281	35	10,558.13
					CHECK APCHK 102212 TOTAL FOR FUND 01:			21,116.25
07/22/2024	APCH	102213	SUSAN GAFFNEY		ACTIVE ADULT PROGRAM	590-517	20	171.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
07/22/2024		APCH	102214*	TAMELING GRADING	COMMUNITY EVENTS	585-522	20	400.00
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,528.00
					CHECK APCHK 102214 TOTAL FOR FUND 01:			4,928.00
07/22/2024		APCH	102215*	TAMELING INDUSTRIES	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	2,654.84
					STREET IMPROVEMENTS	765-685	35	1,833.67
					STREET IMPROVEMENTS	765-685	35	116.10
					STREET IMPROVEMENTS	765-685	35	1,080.00
					CHECK APCHK 102215 TOTAL FOR FUND 01:			5,684.61
07/22/2024		APCH	102216	THE BARNS AT NAPPANEE LLC	ACTIVE ADULT PROGRAM	590-517	20	250.00
07/22/2024		APCH	102217	THE JACOB HENRY MANSION ESTATE	ACTIVE ADULT PROGRAM	590-517	20	1,672.00
07/22/2024		APCH	102218	THE JOFFREY BALLET	ACTIVE ADULT PROGRAM	590-517	20	2,636.00
07/22/2024		APCH	102219	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION	830-117	40	100.00
					ELEVATOR INSPECTION	830-117	40	100.00
					CHECK APCHK 102219 TOTAL FOR FUND 01:			200.00
07/22/2024		APCH	102220	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	216.21
07/22/2024		APCH	102221	TRANSUNION RISK AND ALTERNATIVE	FEES/DUES/SUBSCRIPTIONS	630-307	30	75.00
07/22/2024		APCH	102224*	UNDERGROUND PIPE SOLUTIONS	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,062.50
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	5,568.75
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	2,800.00
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,800.00
					CHECK APCHK 102224 TOTAL FOR FUND 01:			16,231.25
07/22/2024		APCH	102225	VESTIS GROUP, INC.	OPERATING EQUIPMENT	630-401	30	169.89
07/22/2024		APCH	102226	Victor Yu	BROW21-006 - PB21-056	210-109	00	2,000.00
07/22/2024		APCH	102227	VICTOR YU	BTC023-001 - PB21-056	210-109	00	5,000.00
07/22/2024		APCH	102228	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
07/22/2024		APCH	102229*	WLBK BURR RIDGE CHAMBER OF COM	FEES/DUES/SUBSCRIPTIONS	410-307	05	125.00
					FEES/DUES/SUBSCRIPTIONS	455-307	10	100.00
					FEES/DUES/SUBSCRIPTIONS	455-307	10	100.00
					FEES/DUES/SUBSCRIPTIONS	810-307	40	100.00
					CHECK APCHK 102229 TOTAL FOR FUND 01:			425.00

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					Total for fund 01 GENERAL FUND			411,170.79

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
07/22/2024		APCH	102147	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	79.68
					FEES DUES SUBSCRIPTIONS	401-307	50	1,000.00
					CHECK APCHK 102147 TOTAL FOR FUND 02:			1,079.68
07/22/2024		APCH	102157	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	500.00
					WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	500.00
					CHECK APCHK 102157 TOTAL FOR FUND 02:			1,000.00
07/22/2024		APCH	102173	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,380.00
					SPOILS HAULING SERVICES	430-280	50	6,600.00
					SPOILS HAULING SERVICES	430-280	50	5,500.00
					SPOILS HAULING SERVICES	430-280	50	8,250.00
					SPOILS HAULING SERVICES	430-280	50	5,500.00
					SPOILS HAULING SERVICES	430-280	50	5,500.00
					STREET IMPROVEMENTS SERVICES	430-281	50	3,600.00
					STREET IMPROVEMENTS SERVICES	430-281	50	3,960.00
					CHECK APCHK 102173 TOTAL FOR FUND 02:			40,290.00
07/22/2024		APCH	102176*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	1,147.93
					HEALTH/DENTAL/LIFE INSURANCE	401-141	50	5,424.49
					CHECK APCHK 102176 TOTAL FOR FUND 02:			6,572.42
07/22/2024		APCH	102180	HBK WATER METER SERVICE	METER REPLACEMENT	435-462	50	7,102.80
07/22/2024		APCH	102190*#	KLOEPFER CONSTRUCTION, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,699.28
07/22/2024		APCH	102196	MID AMERICAN WATER	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,043.04
07/22/2024		APCH	102202	PACE ANALYTICAL SERVICES, LCC	SAMPLING ANALYSIS	420-362	50	206.00
07/22/2024		APCH	102206	QUIK IMPRESSIONS GROUP	PRINTING & PUBLISHING	401-302	50	792.53
					POSTAGE & METER RENT	401-311	50	1,786.85
					CHECK APCHK 102206 TOTAL FOR FUND 02:			2,579.38
07/22/2024		APCH	102214*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	8,659.17
					STREET IMPROVEMENTS SERVICES	430-281	50	3,020.00
					CHECK APCHK 102214 TOTAL FOR FUND 02:			11,679.17

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
07/22/2024		APCH	102215*	TAMELING INDUSTRIES	STREET IMPROVEMENTS SERVICES	430-281	50	3,415.79
					STREET IMPROVEMENTS SERVICES	430-281	50	85.50
					CHECK APCHK 102215 TOTAL FOR FUND 02:			3,501.29
07/22/2024		APCH	102222	TROTTER AND ASSOCIATES INC.	FEES - ENGINEERING	405-245	50	2,855.50
07/22/2024		APCH	102224*	UNDERGROUND PIPE SOLUTIONS	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,975.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,500.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,575.00
					CHECK APCHK 102224 TOTAL FOR FUND 02:			10,050.00
07/22/2024		APCH	388 (E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	173,348.28
					Total for fund 02 WATER FUND			270,006.84

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND								
07/22/2024		APCH	102161*#	CHRISTOPHER B. BURKE	EXECUTIVE DRIVE PROJECT	600-309	55	44,900.75
07/22/2024		APCH	102191	LANDWORKS LTD	FARMINGDALE TERRACE PROJECT	600-346	55	280,359.10
07/22/2024		APCH	102195	MARTAM CONSTRUCTION, INC.	EXECUTIVE DRIVE PROJECT	600-309	55	1,067,129.92
07/22/2024		APCH	102199*#	NJ RYAN TREE & LANDSCAPE LLC	FARMINGDALE TERRACE PROJECT	600-346	55	5,470.00
07/22/2024		APCH	102200*#	NOVOTNY ENGINEERING	MIDWAY PARK UPGRADE BORSE PARK PHASE II	600-342 600-347	55 55	935.00 792.50
					CHECK APCHK 102200 TOTAL FOR FUND 10:			1,727.50
07/22/2024		APCH	102208	RBH CONSTRUCTION, LLC	PUBLIC WORKS BUILDING IMPROVE	600-311	55	11,368.00
					Total for fund 10 CAPITAL PROJECT FUND			1,410,955.27

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX								
07/22/2024		APCH	102170*#	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15	3,819.10
07/22/2024		APCH	102176*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	382.64
Total for fund 15 RT 83/PLAINFIELD RD BUSINESS								4,201.74

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 17 SERIES 2022 BOND								
07/22/2024		APCH	102223#	UMB BANK N.A.	ADMINISTRATIVE FEES	550-460	80	318.00
					ADMINISTRATIVE FEES	550-460	85	318.00
					CHECK APCHK 102223 TOTAL FOR FUND 17:			636.00
					Total for fund 17 SERIES 2022 BOND			636.00
					TOTAL - ALL FUNDS			2,096,970.64

'*' - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

'#' - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.d.

DATE: July 22, 2024

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE VILLAGE OF WILLOWBROOK BY AND BETWEEN TROTTER AND ASSOCIATES, INC. AND THE VILLAGE OF WILLOWBROOK

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Rick Valent, Director of Public Works
THROUGH: Sean Halloran, Village Administrator

PREVIOUS ACTION TAKEN

At the July 8, 2024 Board of Trustees meeting, Director of Public Works Rick Valent presented the results of the Request for Qualifications for Engineering Services to the Board. The Board passed two resolutions approving agreements with Christopher B. Burke Engineering, Ltd. And Kluber, Inc. to provide Village engineering services. The third contract, with Trotter & Associates, was not available at that time and is being presented for approval tonight.

PURPOSE AND ACTION REQUESTED

Staff is seeking the Village Board's approval of an agreement with Trotter & Associates, Inc. for Village engineering services.

BACKGROUND/SUMMARY

On May 6, 2024, a Request for Qualifications for Engineering Services was posted where engineering consulting firms skilled in 11 disciplines were invited to present their qualifications statement. These firms would then be ranked, scored, and selected by staff for the Board's approval. All 11 disciplines are provided below.

- Architectural
- Municipal
- Surveying
- Mechanical
- Construction
- Environmental
- Water Resource
- Structural
- Traffic
- Civil
- Stormwater

On May 30, 2024, 12 firms chose to present their qualifications statement for consideration. Each of these 12 firms were given the opportunity to select from the 11 listed disciplines. Each firm was scored in their various selected disciplines and six were chosen for interview by staff. A table of disciplines selected by the firms is below.



	Water Resource	X	X	X	X	X	X	X	X
	Traffic								
	Surveying								
	Structural								
AIT									
Baxter and Woodman		X	X	X	X	X	X	X	X
BLA		X	X	X	X	X	X	X	X
CBBEL		X	X	X	X	X	X	X	X
Civiltech		X	X	X	X	X	X	X	X
ERA			X	X	X		X	X	
GHA			X	X	X		X	X	
GSG			X	X	X	X	X	X	X
Kluber	X					X		X	
Novotny			X	X			X		
Thomas			X	X	X		X		X
Trotter			X	X			X		

Interview sessions were conducted with five of the six firms, one firm being unresponsive to an interview, that led to staff selecting three firms, Christopher B. Burke, Trotter & Associates, and Kluber, covering all 11 disciplines. Note, architectural, mechanical, and structural disciplines have two firms selected due to the broad range of engineering those disciplines encompass.

	Water Resource	X	X	X	X	X	X	X	X
	Traffic								
	Surveying								
	Structural								
AIT									
Baxter and Woodman		X	X	X	X	X	X	X	X
BLA		X	X	X	X	X	X	X	X
CBBEL	X	X	X	X	X	X	X	X	X
Civiltech	X	X	X	X	X			X	X
ERA			X	X	X		X	X	X
GHA			X	X	X		X	X	X
GSG			X	X	X	X	X	X	X
Kluber	X					X		X	
Novotny			X	X					
Thomas			X	X	X		X		X
Trotter			X	X			X		



The three selected firms will be utilized by staff for services like, but not limited to, general engineering assistance, plan review, stormwater master planning, water system master planning, multi-year pavement management, landscape beautification, traffic studies, park improvements, and facility condition assessments.

The term of the three agreements will be five years with the option to renew for two additional one-year terms at the Village's discretion. Language is provided in each agreement to terminate prior to five years should the Village feel the services being provided are unsatisfactory. Hourly rates for 2024 have been provided as set rates or not to exceed escalators for the years moving forward.

FINANCIAL IMPACT

While the Board approved funds for engineering review and services within the Public Works and Community Development budgets, staff will ask for budget amendments in the future when project-based funding is finalized (i.e., water master plan and stormwater master plan).

RECOMMENDED ACTION:

Staff is seeking the Village Board to approve an agreement with Trotter & Associates, Inc. for Village engineering services.

RESOLUTION NO. 24-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
THE VILLAGE OF WILLOWBROOK BY AND BETWEEN TROTTER AND
ASSOCIATES, INC. AND THE VILLAGE OF WILLOWBROOK**

WHEREAS, the Corporate Authorities of the Village of Willowbrook (the “Village”) have determined that it is in the best interest of the Village to enter into a professional engineering services agreement with Trotter and Associates, Inc. (“Trotter”) for the provision of professional engineering services for the Village of Willowbrook; and

WHEREAS, the Village desires to retain Trotter to provide the aforesaid professional engineering services to the Village.

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NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the certain Proposal and Agreement by and between the Village of Willowbrook and Trotter and Associates, Inc. for Professional Engineering Services on behalf of the Village, be and is hereby approved and the Mayor and Village Clerk be and the same are hereby authorized to execute and attest, all on behalf of the Village of Willowbrook, to that certain Professional Services Agreement, attached hereto as Exhibit "A" and made a part hereof.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 22nd day of July, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**Trotter and Associates, Inc.
Professional Services Agreement**

**AGREEMENT
between the
VILLAGE OF WILLOWBROOK, ILLINOIS
and
TROTTER AND ASSOCIATES, INC.
for the furnishing of
ENGINEERING SERVICES
as determined by
THE VILLAGE OF WILLOWBROOK**

This agreement (hereinafter referred to as the "Agreement"), made and entered into as of the ____ day of July, 2024 by and between the Village of Willowbrook, Illinois, an Illinois municipal corporation (hereinafter referred to as the "Village"), and Trotter and Associates, Inc., an Illinois **corporation**, (hereinafter referred to as the "Engineer"), for the furnishing of Engineering Services as determined by the Village (hereinafter the "Project") in Willowbrook, Illinois.

In consideration of the mutual promises set forth below, the Village and the Engineer, hereby agree as follows:

A. THE PROJECT.

Engineering services as determined by the Village.

B. ENGINEERING SERVICES.

The Engineer shall perform the following services (the "Engineering Services"):

TO BE DETERMINED BY THE VILLAGE OF WILLOWBROOK

1. Additional services beyond the scope of the Engineering Services above-listed, requested in writing by the Village, shall be performed by the Engineer in accordance with the hourly rates contained in Exhibit "A", the Engineer's Master Schedule of Hourly Rates and Reimbursable Expenses.
2. The Engineer will perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession.
3. The Engineer shall procure and maintain for the duration of its Agreement and for three (3) years thereafter insurance against errors and omissions and claims for injuries to its employees that may arise from or are in conjunction with the performance of the work hereunder by the Engineer, its agents, representatives, employees, or subcontractors.
 - a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- 2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- 3) Professional Liability/Malpractice Liability policy; and
- 4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance. ISO form number Work Comp 00 00 01 15.

b. Minimum Limits of Insurance

The Engineer shall maintain limits no less than:

- 1) Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. \$4,000,000 general aggregate.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Professional Liability: \$2,000,000 per claim for errors and omissions, professional/malpractice liability.
- 4) Workers' Compensation and Employers' Liability: Workers' Compensation – statutory limits and Employers' Liability limits of \$1,000,000 policy limit, per occurrence.
- 5) Umbrella Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$5,000,000 per person, per aggregate.

c. Deductibles and Self-Insured Retentions

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 retentions as respects the Village, its officials, employees and volunteers; or the Engineer shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages

- (a) The Village, its officials, employees and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the Engineer; or automobiles owned, lease, hired or borrowed by the Engineer. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, employees, and volunteers.
- (b) The Engineer's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be in excess of the Engineer's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.
- (d) The Engineer's insurance shall contain a severability-of-interests clause or language stating that the Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (e) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Engineer shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds.

2) Workers' Compensation Coverage

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

3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be 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.

e. **Acceptability of Insurers**

The insurance carrier used by the Engineer shall have a minimum insurance rating of AVIII or better according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. **Verification of Coverage**

The Engineer shall furnish the Village with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the Village before any work commences. The Village reserves the right to request full, certified copies of the insurance policies.

4. To the fullest extent permitted by law, the Engineer shall indemnify and hold harmless, the Village and their officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Village or their officials, employees and volunteers arising in whole or in part in consequence of the negligent or willful performance of the services by the Engineer, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful act of the United States, the State of Illinois, the Village or their officials, employees or volunteers. If any judgment shall be rendered against the Village or their officials, agents, employees or volunteers, in any such action, the Engineer shall, at its own expense, satisfy and discharge the same.

5. Notwithstanding any other provision of this contract, nothing contained in this contract shall require the Engineer to indemnify or hold harmless another person from that person's own negligent acts or omissions.

6. Any insurance policies required by this Agreement, or otherwise provided by the Engineer, shall in no way limit the responsibility to indemnify, keep and save harmless the Village, its officials, agents, employees and volunteers as herein provided.

7. The Engineer further represents and warrants to the Village that the Engineer and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Engineer

hereby agrees to defend, indemnify and hold harmless the Village, the corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

8. The Engineer will comply with all applicable federal and Illinois statutes, and local ordinances of the Village and shall operate within and uphold the ordinances, rules and regulations of the Village while engaged in services herein described.

9. The Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and the Engineer and Village shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

10. The Village may, at any time, by written order to the Engineer (Suspension of Services Order) require the Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, the Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The Village, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. The Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

11. This Agreement may be terminated by the Village upon written notice to the Engineer, at its last known post office address, provided that, should this Agreement be terminated by the Village, the Engineer shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the Village. Within five (5) days after notification and request, the Engineer shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the Village and pertaining to the office of Village Engineer.

12. This Agreement may additionally be terminated by the Village upon written notice to the Engineer, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

- a. If the Engineer violates or breaches the terms of this Agreement.
- b. If the Engineer commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter

in effect, or if the Engineer takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;

c. If a petition is filed against the Engineer under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the Engineer under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

d. If the Engineer makes a general assignment for the benefit of creditors;

e. If a trustee, receiver, custodian or agent of the Engineer is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Engineer is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Engineer's creditors;

f. If the Engineer admits in writing an inability to pay its debts generally as they become due.

13. Upon termination, the Engineer shall deliver to the Village copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the Village. In such case, the Engineer shall be paid for all services and any expense sustained, less all costs incurred by the Village to have the services performed which were to have been performed by the Engineer.

14. The Engineer is qualified technically and is conversant with the policies applicable to the performance of design engineering; and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.

15. The Engineer will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and relating to its performance of its services and shall require its subcontractors to maintain all books, documents, papers, accounting records, and other evidence pertaining to their costs incurred and relating to their performance of their services under their subcontract in compliance with the requirements of the Local Records Act (50 ILCS 205/1, *et seq.*) and the Freedom of Information Act (5 ILCS 140/1, *et seq.*). The Engineer shall maintain all books and records relating to the performance of its services under the Agreement; and all subcontractors shall maintain books and records relating to their performance of work under their subcontract until written approval for the disposal of such records is obtained from the Local Records Commission has been obtained or for a period of three (3) years from the date of

final payment under this Agreement, whichever is longer. All books and records required to be maintained by the Engineer and all subcontractors shall be available for review and audit by the Village or representatives of the State of Illinois. The Engineer and its subcontractors shall cooperate fully with the Village or the State (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1, et seq.), (b) with any request for public records made pursuant to any audit and (c) by providing full access to and copying of all relevant books and records at the Engineer's office at all reasonable times and within a time period which allows the Village or the State to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1, et seq.). Failure by the Engineer or its subcontractor to maintain the books, records, and supporting documents required by this section or the failure by the Engineer or its subcontractor to provide full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1, et seq.) shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under the Agreement for which adequate books and records are not available or for the recovery for any penalties or attorneys' fees imposed by the Freedom of Information Act (5 ILCS 140/1, et seq.). The Engineer shall include the requirements of this section in all subcontracts. The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by the Agreement.

16. The Engineer warrants that it has not employed or retained any company or person, other than an employee working solely for the Engineer, to secure this Agreement, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Village shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

17. The Engineer, during the period commencing upon the execution of this Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the Village or any contractor, subcontractor or material supplier performing work or supplying material to the Village without the express written consent of the Village.

18. This Agreement shall be deemed to be exclusive between the Village and the Engineer. This Agreement shall not be assigned by the Engineer without first obtaining permission in writing from the Village.

19. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the Engineer relating in

any manner to the work performed by the Engineer or by anyone else and used by the Engineer in performance of the services under this Agreement (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

20. The Engineer hereby assigns to the Village and its successors and assigns all of its right, title, interest and ownership in the Work, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The Engineer grants permission to the Village to register the copyright and other rights in the Work in the Village's name. The Engineer shall give the Village or any other person designated by the Village all assistance reasonably necessary to perfect its rights under this Agreement and to sign such applications, documents, assignment forms and other papers as the Village requests from time to time to further confirm this assignment. The Engineer further grants to the Village full, complete and exclusive ownership of the Work. The Engineer shall not use the Work for the benefit of anyone other than the Village, without the Village's prior written permission. Upon completion of the Work or other termination of this Agreement, the Engineer shall deliver to the Village all copies of any and all materials relating or pertaining to this Agreement.

21. The Engineer will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the Village except as expressly authorized by the Village. The Engineer shall treat such information at all times as confidential. The Engineer acknowledges that each of the following can contain confidential information of the Village and that the disclosure of any of the following by the Engineer without the Village's express authorization would be harmful and damaging to the Village's interests:

- a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b. All information relating to the Engineering Services being performed by the Engineer under this Agreement, regardless of its type or form and which are not otherwise known to the public.
- c. Ideas, concepts, designs and plans that are specifically involved with the Engineering Services being performed by the Engineer under this Agreement that are created, designed, enhanced by the Engineer and that are not otherwise known to the public.
- d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through Engineer's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

22. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the Village's business, services, programs, software or residents, whether prepared by the Engineer or anyone else, are the exclusive property of the Village. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the Village (as defined above) are the exclusive property of the Village. The Engineer shall immediately return said items to the Village upon termination of the Engineer's engagement or earlier at the Village's request at any time.

23. In the event of breach of the confidentiality provisions of this Agreement, it shall be conclusively presumed that irreparable injury would result to the Village and there would be no adequate remedy at law. The Village shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this Agreement. The Village is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this Agreement survive the termination or performance of this Agreement.

24. The Engineer shall comply with all laws, codes, ordinances and regulations that are in effect as of the date of this Agreement.

C. VILLAGE RESPONSIBILITIES:

1. Prior to commencement of the Project, the Village shall issue the Notice to Proceed and shall provide full information regarding requirements for and about the Project, including a program which shall set forth the Village's objectives, schedule, constraints, criteria and requirements for the Project.

2. The Engineer shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Engineer such information as is available to the Village and the Village's consultants and contractors; and the Engineer shall be entitled to rely upon the accuracy and completeness thereof.

3. For the performance by the Engineer of the services set forth above, the Village shall pay the Engineer on the following basis of payment:

a. Amount of Engineer's Fee.

The Village will pay Engineer for services performed or furnished in work order similar to form attached hereto as Exhibit "B".

For additional service, the Village shall pay Engineer for services performed or furnished as outlined in Exhibit "A".

b. Reimbursable Expenses. Expenses reasonably and necessarily incurred for blueprints, outside copying charges, messenger, delivery services and consultant's fees shall be paid at 1.0 times the amount charged to the Engineer.

c. Payment of Engineer's Fee. The Village, for and in consideration of the rendering of the Engineering services enumerated herein, shall pay to the Engineer for rendering such services the fee hereinbefore established in the following manner:

1) Upon receipt of monthly statements from the Engineer and the approval thereof by the Village, payments for the work performed shall be due and payable to the Engineer within thirty (30) days after approval by the Village.

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

4. This Agreement may be terminated by the Engineer upon thirty (30) days' written notice to the Village, should the Village fail substantially to perform in accordance with the terms of this Agreement through no fault of the Engineer. Upon such termination, the Engineer shall make available to the Village, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations with the understanding that all such material becomes the property of the Village. The Engineer shall be paid for all services provided to the date of termination.

D. IT IS MUTUALLY AGREED:

1. The Engineer is an independent contractor in the performance of this Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Engineer.

2. Any dispute between the Engineer and the Village concerning the interpretation of or a breach of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the Engineer, one member appointed by the Village and the third member appointed by the two other members for disposition; and the committee's decision shall be final.

3. Each party to this Agreement shall designate one or more persons to act with authority on its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

4. Written notices between the Village and the Engineer shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

a. If to the Village:

Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527
Attn: Sean Halloran, Village Administrator

b. If to the Engineer:

Trotter and Associates, Inc.
40W201 Wasco Road, Suite D
St. Charles, Illinois 60175
Attention: Scott Trotter, President

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

5. This Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Agreement may only be amended by written instrument executed by authorized signatories of the Village and the Engineer.

6. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

7. The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

8. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this contract shall not be affected thereby; and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

9. This Agreement shall be construed under and governed by the laws of the State of Illinois; and all actions brought to enforce the dispute resolution provisions of this Agreement shall be so brought in the Circuit Court of DuPage County, State of Illinois.

10. This Agreement shall become effective only after an appropriation therefor has been made. The term of this Agreement shall be for one year following the effective date of the appropriation. The Village's obligations hereunder shall cease, without further payment's being required, upon the expiration of the appropriation of funds by the Village, or in any year for which the corporate authorities of the Village or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation or otherwise make available sufficient funds for this Agreement. The Village shall give the Contractor notice of such termination for funding as soon as practicable after the Village becomes aware of the failure of funding.

E. CERTIFICATION OF ENGINEER:

1. The Engineer certifies that the Engineer, its shareholders holding more than five percent (5%) of the outstanding shares of the Engineer, its officers and directors are:

- a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
- d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01, *et seq.*).

2. In addition, the Engineer certifies that:

- a. The Engineer is in compliance with equal employment opportunities and that during the performance of the Agreement the Engineer shall:

- 1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- 4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other Agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights; and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) Submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 6) Permit access to all relevant books, records, accounts, and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.

8) Obtain (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00, which are not exempt from the provisions of the Equal Opportunity clause, and retain such certifications in its files.

9) In the event of the Engineer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the Engineer 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 canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

b. The Engineer is in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy;

c. In the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Engineer may be declared ineligible for future contracts with the Village, and this Agreement may be canceled 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;

d. The Engineer is in compliance with 30 ILCS 580/1, et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:

1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Engineer's workplace.

(b) Specifying the actions that will be taken against employees for violations of such prohibition.

(c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2) Establishing a drug-free awareness program to inform employees about:

(a) The dangers of drug abuse in the workplace;

(b) The Engineer's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation, and employee assistance program; and

(d) The penalties that may be imposed upon employees for drug violations.

3) Making it a requirement to give a copy of the statement required by subparagraph E.2.e.(1) to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.

4) Notifying the Village within ten (10) days after receiving notice under Subparagraph E.2.e.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.

5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

e. The Engineer is not a Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

f. The Engineer is not in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act by an officer or employee of the Village having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Engineer.

g. The Engineer is not in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act by the Engineer having given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.

h. The Engineer certifies that the Engineer is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining Agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

i. The Engineer certifies that the Engineer has not had a net loss of one hundred (100) or more employees in Illinois during the prior calendar year caused by relocation of one hundred (100) or more jobs from Illinois to a site located outside of the United States.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the Village this ____ day of July, 2024.

Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527

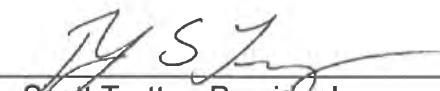
By: _____
Frank A. Trilla, Mayor

ATTEST:

By _____
Village Clerk

Executed by the Engineer this 16 day of July, 2024.

Trotter and Associates, Inc.
40W201 Wasco Road, Suite D
St. Charles, Illinois 60175

By: 
Scott Trotter, President

ATTEST:

By 
Chris Marschinke, Project Manager

CLIENT Initial _____
TAI Initial _____



EXHIBIT A
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES

2024 Schedule of Hourly Rates

Classification	Billing Rate	Item	Unit	Unit Price
Engineering Intern	\$72.00	Engineering Copies 1- 249 Sq. Ft.	Sq. Ft.	\$0.29
Engineer Level I	\$130.00			
Engineer Level II	\$143.00	Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$0.27
Engineer Level III	\$152.00			
Engineer Level IV	\$169.00			
Engineer Level V	\$191.00	Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	\$0.25
Engineer Level VI	\$218.00			
Engineer Level VII	\$229.00	Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Engineer Level VIII	\$264.00			
Principal Engineer	\$271.00	Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Architect Intern	\$72.00			
Architect Level I	\$115.00	Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Architect Level II	\$138.00			
Architect Level III	\$160.00	Comb Binding > 120 Sheets	Each	\$4.75
Architect Level IV	\$172.00	Comb Binding < 120 Sheets	Each	\$3.50
Architect Level V	\$193.00			
Architect Level VI	\$210.00	Binding Strips (Engineering Plans)	Each	\$1.00
Architect Level VII	\$227.00	5 Mil Laminating	Each	\$1.25
Architect Level VIII	\$245.00	Copy 11" x 17" - Color	Each	\$0.50
Principal Architect	\$263.00			
Technician Level I	\$108.00	Copy 11" x 17" - Black and White	Each	\$0.25
Technician Level II	\$131.00			
Technician Level III	\$153.00			
Technician Level IV	\$167.00	Copy 8.5" x 11" - Color	Each	\$0.25
Senior Technician	\$185.00			
GIS Specialist I	\$108.00	Copy 8.5" x 11" - Black and White	Each	\$0.12
GIS Specialist II	\$143.00			
GIS Specialist III	\$171.00	Recorded Documents	Each	\$25.00
Clerical Level I	\$72.00	Plat Research		Time and Material
Clerical Level II	\$86.00			
Clerical Level III	\$104.00	Per Diem	Each Day	\$30.00
Survey Technician Level I	\$72.00	Field / Survey Truck	Each Day	\$45.00
Survey Technician Level II	\$89.00			Cost
Survey Crew Chief	\$184.00	Postage and Freight		
Professional Land Surveyor	\$221.00	Mileage	Per Mile	Federal Rate
Project Coordinator I	\$131.00	**Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules		
Project Coordinator II	\$142.00			
Project Coordinator III	\$152.00			
Department Director	\$218.00	Note: On January 1 st of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.		

700 Geneva Parkway North, Suite B
Lake Geneva, WI 53147
O: 262.729.4350

40W201 Wasco Rd., Suite D
St. Charles, IL 60175
O: 630.587.0470

38 W. Grand Ave., Suite 300
Fox Lake, IL 60020
O: 224.225.1300

CLIENT Initial _____
TAI Initial _____



EXHIBIT B

WORK ORDER NO. _____

Project Name: _____

Project No. _____

This Work Order is an addendum attached to, made part of and incorporated by reference into the Agreement between the Village of Willowbrook (CLIENT) and Trotter and Associates (ENGINEER) for the scope and compensation for the _____ (PROJECT). All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

PROJECT DESCRIPTION

Insert narrative of project background and description.

PROJECT UNDERSTANDING

Insert narrative of services to be provided.

PROJECT SCOPE

Insert detailed Scope of Services to be provided.

PROJECT SCHEDULE

Insert anticipated Project schedule.

700 Geneva Parkway North, Suite B
Lake Geneva, WI 53147
O: 262.729.4350

40W201 Wasco Rd., Suite D
St. Charles, IL 60175
O: 630.587.0470

38 W. Grand Ave., Suite 300
Fox Lake, IL 60020
O: 224.225.1300

ENGINEERING HOUR ESTIMATE

Insert chart demonstrating staff to be assigned and estimated man-hours.

ESTIMATED COMPENSATION

The total compensation for services is estimated to be \$_____ based on the Standard Hourly Rates attached as Exhibit B.

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Work Order shall suffice.

CLIENT:

VILLAGE OF WILLOWBROOK

SIGNED:

ENGINEER:

TROTTER AND ASSOCIATES, INC.

TITLE

TITLE

Purchase Order No. _____

700 Geneva Parkway North, Suite B
Lake Geneva, WI 53147
O: 262.729.4350

40W201 Wasco Rd., Suite D
St. Charles, IL 60175
O: 630.587.0470

38 W. Grand Ave., Suite 300
Fox Lake, IL 60020
O: 224.225.1300



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.e.

DATE: July 22, 2024

SUBJECT:

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN OPEN SPACE LAND ACQUISITION AND DEVELOPMENT (OSLAD) GRANT APPLICATION FOR THE BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT, PHASE THREE, 208 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Dustin Kleefisch, Director of Parks and Recreation
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

To pass a resolution authorizing the submission of an Open Space Land Acquisition and Development (OSLAD) grant application for the Borse Memorial Community Park renovation project, Phase III.

BACKGROUND/SUMMARY

The Borse Memorial Community Park Renovation Project will be entering the final phase of the three-phase project. With Phase III development, there is an opportunity to submit an OSLAD grant through the Illinois Department of Natural Resources (IDNR). The OSLAD grant will provide, if awarded, up to \$600,000 in matching funds from IDNR for the project's completion. The Illinois General Assembly allocated fifty-four million dollars for the OSLAD program this year; next year's funding cycle will be significantly lower. After the successful application for the Phase II portion of the Borse Memorial Community Park Project, staff now has a better understanding of the process and scoring metrics. The OSLAD grant application window for 2024 is July 1 to September 13, 2024. Passing this resolution is the first step of the process to apply for the OSLAD grant from the IDNR for the Phase III portion of the project.

FINANCIAL IMPACT

There is no financial expenditure associated with this resolution.

RECOMMENDED ACTION:

Staff recommends approving the resolution authorizing the submission of an Open Space Land Acquisition and Development (OSLAD) Grant application for Phase III of the Borse Memorial Community Park renovation project.

RESOLUTION NO. 24-R-__

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN OPEN SPACE LAND ACQUISITION AND DEVELOPMENT (OSLAD) GRANT APPLICATION FOR THE BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT, PHASE THREE, 208 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS

WHEREAS, the Village of Willowbrook, DuPage County, Illinois (the “Village”), is a home rule unit of government duly organized, existing and created under the provisions of the laws of the State of Illinois; and

WHEREAS, the Village of Willowbrook will be entering the final phase of the three-phase renovation and improvement of Borse Memorial Community Park (the “Project); and

WHEREAS, the total projected cost for the Project is estimated to be between approximately \$3,594,000; and

WHEREAS, the Village Board has determined that it has, on hand, one hundred percent (100%) of the funds necessary to complete the contemplated pending OSLAD Project within a time frame specified for the Project execution at any time on and after the date of this Resolution; and

WHEREAS, a portion of the cost of the Project can be paid for with matching funds available through an OSLAD grant for matching funds.

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

SECTION 1. The above recitals are incorporated herein as the findings of the corporate authorities of the Village of Willowbrook as express provisions of this Resolution.

SECTION 2. The Director of Parks and Recreation, of the Village of Willowbrook, with assistance of the Village Administrator of the Village of Willowbrook, is directed and authorized

to prepare and submit, on behalf of the Village of Willowbrook, an OSLAD Grant Application for improvements at Borse Memorial Community Park.

SECTION 3. The Village Administrator is authorized to utilize consultants and attorneys, on a priority basis for the preparation and presentation of the Application.

SECTION 4. The corporate authorities have determined that it has, on hand, one hundred percent (100%) of the funds necessary to complete the pending OSLAD Project, within the time frames herein, for Project execution, and that failure to execute the grant and all of its requirements will result in the ineligibility of the local Project sponsor for subsequent Illinois DNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following Project termination.

SECTION 5. The corporate authorities of the Village of Willowbrook fully understand that an OSLAD Grant Application requires it to comply with all terms, conditions and regulations of the Open Space Lands Acquisition and Development (OSLAD) program and will maintain the Project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the Project site prior to initiating such change or conversion; and for property acquired with OSLAD assistance, agree to place a covenant restriction on the Project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD and cannot be sold or exchanged, in whole or in part, to another party without approval from the Illinois DNR.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 6. This resolution shall be in full force and effect from and after its passage of approval in the manner provided by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 22nd day of July, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.

DATE: July 22, 2024

SUBJECT:

A RESOLUTION APPROVING A PLAT OF VACATION FOR THE REDUCTION OF THE PUBLIC UTILITY EASEMENT AND STORM WATER DETENTION EASEMENT AT 309 59th STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Michael Krol, Director of Community Development
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

The petitioner and owner of the subject property, Aleksandar Petreski, has requested review and approval of a Plat of vacation to reduce the public utility easement and storm water detention easement by approximately 331.5 square feet. The purpose of reducing the easement area is for adding a retaining wall and a flat grass area to the rear yard, since the yard is on a slope. The proposed plat and revised site plan were reviewed and approved by Christopher B. Burke Engineering, Ltd. (CBBEL) stating the proposed encroachment and retaining wall installation will not reduce the volume of the detention base and allows for the construction of the proposed retaining wall for the flat lawn area on the south side of the house.

BACKGROUND/SUMMARY

Resolution 90-R-50 was approved for a three (3) lot subdivision on 59th Street, near Alabama Avenue. The subject property, Lot 3 of the previously approved subdivision, has a 30-foot rear yard and a 50-foot side yard public utility and storm water detention easement.

Permit 22-293 was issued in October of 2022 for a new single-family house located on the subject property. The construction for the house is completed and prior to final occupancy, the owner needs to complete the exterior site work such as grading, sodding, and landscaping. The owner approached staff with a revised site plan that included a new retaining wall that encroached the easement by 2.7 feet at the rear of the house and 6.6 feet at the rear corner. The purpose is to add a flat ground area because the rear yard is on a slope.

A public hearing is not required in this matter; however, any proposed plat does require Village Board approval. If approved, the plat of vacation will be recorded at DuPage County.

FINANCIAL IMPACT

There is no financial impact on this item.

RECOMMENDED ACTION:

Approval of the Resolution based on CBBEL's recommendation.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

July 8, 2024

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Mike Krol

Subject: 309 59th Street – New House
Plat of Vacation
(CBBEL Project No. 900144 LR353)

Dear Mike:

As requested on July 1, 2024, we have reviewed the Plat of Vacation prepared by ERA and dated June 18, 2024. Our previous comments have been addressed and we have no objection to the Plat being approved. We note that the revision does not reduce the volume of the detention basin, and allows for the construction of the proposed retaining wall to allow for a flatter lawn on the south side of the house.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel L. Lynch".

Daniel L. Lynch, PE, CFM
Vice President, Head Municipal Engineering Department

RESOLUTION NO. 24-R-_____

**A RESOLUTION APPROVING A PLAT OF VACATION FOR THE REDUCTION OF
THE PUBLIC UTILITY EASEMENT AND STORM WATER DETENTION EASEMENT
AT 309 59th STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, Permit 22-293 was issued in October, 2022 for a new single-family home located at 309 59th Street (the “Subject Property”); and

WHEREAS, the petitioner and owner of the Subject Property has requested a review and approval of a Plat of Vacation to reduce the public utility easement and storm water detention easement by approximately 331.5 square feet for the purpose of adding a retaining wall and a flat-grass area to the rear-yard of the Subject Property; and

WHEREAS, the proposed Plat and revised Site Plan were reviewed and approved by Christopher B. Burke Engineering, Ltd.; and

WHEREAS, the corporate authorities of the Village of Willowbrook (the “Village”), deem it is in the best interest of the Village to approve a final Plat of Vacation for the property located at 309 59th Street, Willowbrook, Illinois, PIN No. 09-15-402-056, and legally described on that certain Plat of Vacation prepared by Engineering Resource Associates, Inc., dated June 18, 2024, attached hereto and made a part hereof.

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

SECTION 1: That the certain Plat of Vacation, as prepared by Engineering Resource Associates, Inc., consisting of one (1) sheet, dated June 18, 2024 (latest revision date), attached hereto and incorporated herein as Exhibit “A”, be and the same is hereby approved.

SECTION 2: That the Mayor and Village Engineer are directed to execute said Plat on

behalf of the Village of Willowbrook, and the Village Clerk is directed to attest to the signature of the Mayor.

SECTION 3: That upon execution of the Plat of Easement by all required parties or entities, the Village Clerk is hereby directed to cause said Plat to be recorded at the Office of the DuPage County Recorder.

SECTION 4: That all resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption and approval, as provided by law.

PASSED and APPROVED this 22nd day of July, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT "A"

PLAT OF VACATION

Prepared by:
Engineering Resource Associates, Inc.



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.

DATE: July 22, 2024

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR CONSTRUCTION ENGINEERING SERVICES FOR THE BORSE MEMORIAL COMMUNITY PARK AND CREEKSIDER PARK RENOVATION PROJECTS BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Dustin Kleefisch, Director of Parks and Recreation
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

To pass a resolution approving a proposal from Christopher B Burke Engineering LTD for construction engineering services for Borse Memorial and Creekside Park renovation projects.

BACKGROUND/SUMMARY

Christopher B. Burke Engineering has prepared a scope of services to assist in the management and execution of the Creekside and Borse Memorial renovation projects. Within this scope they will assist with pre-construction services, submittal reviews, construction observation, material inspection, and post construction inspection. CBBEL will provide one part-time Resident Engineer for an estimated 2 hours per day for 3-5 days, based on need, for the duration of the twelve-week project at Creekside Park. For the Creekside Park project portion, the contract includes a not to exceed cost of \$34,684.

CBBEL WORK EFFORT
Village of Willowbrook
Creekside Park Renovations Project: Phase II

	Personnel & Hours		Total Hours	% of Hours	Total Cost
	Engineer VI**	Engineer III**			
Rate	\$248.00	\$158.00			
Pre-Construction Services	4	16	20	11.9%	\$ 3,520.00
Submittal Review	0	12	12	7.1%	\$ 1,896.00
Construction Observation*	12	96	108	64.3%	\$ 18,144.00
OSLAD Documentation	0	0	0	0.0%	\$ -
Post-Construction	4	24	28	16.7%	\$ 4,784.00
Subtotal	20	148	168		
% of Hours	11.9%	88.1%			
Total Cost	\$ 4,960.00	\$ 23,384.00	\$ 28,344.00		\$ 28,344.00
Direct Costs					\$ 500.00
Vehicle Usage***					\$ 2,340.00
Material Testing					\$ 3,500.00
Total Cost					\$ 34,684.00



CBBEL will perform the same services for the Borse Memorial project by providing one part-time Resident Engineer for 4 hours per day for 3-5 days a week, based on need, for the duration of the eighteen-week project at Borse Park, at a not to exceed cost of \$70,418.

CBBEL WORK EFFORT
Village of Willowbrook
Borse Memorial Community Park Renovations Project: Phase II

Rate	Personnel & Hours		Total Hours	% of Hours	Total Cost
	Engineer VI**	Engineer III**			
Pre-Construction Services	4	16	20	5.1%	\$ 3,520.00
Submittal Review	0	16	16	4.0%	\$ 2,528.00
Construction Observation*	12	288	300	75.8%	\$ 48,480.00
OSLAD Documentation	4	20	24	6.1%	\$ 4,152.00
Post-Construction	4	32	36	9.1%	\$ 6,048.00
Subtotal	24	372	396		
% of Hours	6.1%	93.9%			
Total Cost	\$ 5,952.00	\$ 58,776.00	\$ 64,728.00		\$ 64,728.00
Direct Costs					\$ 500.00
Vehicle Usage***					\$ 1,690.00
Material Testing					\$ 3,500.00
Total Cost					\$ 70,418.00

*Construction Observation hour estimate is based upon a 12 hour work week for 13 weeks

**Rates from RFQ for Engineering Services for the Village of Willowbrook - 2024 Rates (Discounted)

***Vehicle Usage estimate is based on \$65/day for 2 days a week for 13 weeks

FINANCIAL IMPACT

The proposed cost for construction engineering services from Christopher B Burke Engineering LTD for the Creekside and Borse Park projects is not to exceed \$105,102.00.

RECOMMENDED ACTION:

Staff recommends approving the proposal from Christopher B Burke Engineering LTD for construction engineering services for the Creekside Park and Borse Memorial Park Projects for an amount not to exceed \$105,102.00.

RESOLUTION NO. 24-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS
FOR CONSTRUCTION ENGINEERING SERVICES FOR THE BORSE
MEMORIAL COMMUNITY PARK AND CREEKSIDER PARK RENOVATION
PROJECTS BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING,
LTD. AND THE VILLAGE OF WILLOWBROOK**

WHEREAS, the Corporate Authorities of the Village of Willowbrook (the “Village”) have determined that it is in the best interest of the Village to enter into a professional engineering services agreement with Christopher B. Burke Engineering, Ltd. (“CBBEL”) for professional engineering services and First Amendment to General Conditions related to construction engineering services for the Borse Memorial Community Park and Creekside Park Renovation Projects for a total cost not to exceed One Hundred Five Thousand One Hundred Two and 00/100ths Dollars (\$105,102.00)

WHEREAS, the Village has a past satisfactory relationship with CBBEL for the provision of professional engineering services; and

WHEREAS, the Village desires to retain CBBEL to provide the aforesaid professional engineering services to the Village.

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

SECTION 1: The foregoing recitals are found to be true and correct and are incorporated as if fully set forth herein.

SECTION 2: That the certain Proposals and Agreement, including General Conditions and First Amendment to General Conditions, by and between the Village of Willowbrook and Christopher B. Burke Engineering, Ltd. for construction engineering services for the Borse

Memorial Community Park and Creekside Park Renovation Projects on behalf of the Village, be and is hereby approved and the Mayor and Village Clerk be and the same are hereby authorized to execute and attest, all on behalf of the Village of Willowbrook, that certain Professional Services Agreement, attached hereto as Exhibit "A" and made a part hereof, and General Conditions and First Amendment to General Conditions, attached hereto as Exhibit "B" and made a part hereof.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 22nd day of July, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**Christopher B. Burke Engineering, Ltd.
Professional Services Agreement**



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

July 11, 2024

Village of Willowbrook
Department of Public Works
835 Midway Drive
Willowbrook, Illinois 60527

Attention: Rick Valent, Director of Public Works

Subject: Proposal for Professional Construction Engineering Services
Creekside Park Renovations Project: Phase II

Dear Mr. Valent:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for construction observation services for the subject project. The proposal includes our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the Village of Willowbrook (Village) has awarded a construction contract to Landworks, Ltd to improve Creekside Park by replacing the existing playground equipment and basketball court. The project also includes the installation of a new chain-link fence, artificial turf, disc golf course, pavilion, trees, concrete stairs, asphalt walking path, and site landscaping. We understand that the work should begin in Summer 2024 and all work is to be completed by October 15, 2024, unless an extension of time is granted in accordance with the specifications.

SCOPE OF SERVICES

Task 1 – Pre-Construction Services: Due to the project timing, CBBEL will perform pre-construction services on a time and materials basis based on the in-house engineering agreement.

Task 2 – Submittal Review: CBBEL will review submittals from the Contractor for conformance with the plans and specifications.

Task 3 – Construction Observation: CBBEL will provide one part-time Resident Engineer for the duration of construction for the Creekside Park Renovations Project. This task is estimated to be 2 hours per day for 3-5 days a week, based on need, for a duration of 12 weeks. Construction observation will include the following tasks:

- Check the Contractor's layout at regular intervals.

- Observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work, and will disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Assist Contractors in dealing with any outside agencies.
- Inspect erosion and sediment control measures and notify the Contractor of any deficiencies.
- Draft and distribute construction notices to impacted residents impacted.
- Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review the Contractor's schedule on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, submittals, reproductions or original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all Contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's daily report book, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Prepare payment requisitions and change orders for the Village's approval, review applications for payment with the Contractor for compliance with established procedures for their submission and forward them with recommendations to the Village.
- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the Village, prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance.
- Except upon written instructions from the Village, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all its obligations.

Task 4 – OSLAD Documentation: CBBEL will complete the appropriate paperwork required to receive the OSLAD funding.

Task 5 – Post Construction: CBBEL will perform the following tasks once construction is complete:

- Review the set of record drawings provided by the contractor.
- Once the Contractor has fulfilled all obligations, prepare a final pay request for the Village's approval.

Task 6 – Material Inspection: CBBEL has budgeted \$3,500 to provide material inspection services through our sub-consultant Testing Service Corporation (TSC) of Carol Stream, IL. TSC will complete the Quality Assurance (QA) material testing for concrete and asphalt at the site and QA testing at the plants, as requested.

Please note that for any of the observation tasks with CBBEL may be performing, the Contractor(s) shall be informed that neither the presence of CBBEL field staff nor the observation and testing (if any) by our firm or subconsultant of our firm shall excuse the Contractor in any way for defects discovered in the work. It should be understood that CBBEL will not be responsible for any job and site safety on this project; job and site safety shall be the sole responsibility of the Contractor(s). CBBEL does not have the right to stop work and will not advise nor supervise the Contractor(s) means and methods of their work.

ESTIMATE OF FEE

CBBEL's proposed not-to-exceed fee for this project is \$34,684.00. We have provided a breakdown of engineering costs for this project for your use.

We propose to bill you in accordance with the Schedule of Charges and General Terms and Conditions in our previously submitted Village Engineering Agreement. If this proposal is acceptable to you, please sign both copies and return one to us for our files.

Sincerely,



Michael E. Kerr, PE
President

THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF WILLOWBROOK.

BY: _____

TITLE: _____

DATE: _____

CBBEL WORK EFFORT
Village of Willowbrook
Creekside Park Renovations Project: Phase II

Personnel & Hours					
	Engineer VI**	Engineer III**	Total Hours	% of Hours	Total Cost
Rate	\$248.00	\$158.00			
Pre-Construction Services	4	16	20	11.9%	\$ 3,520.00
Submittal Review	0	12	12	7.1%	\$ 1,896.00
Construction Observation*	12	96	108	64.3%	\$ 18,144.00
OSLAD Documentation	0	0	0	0.0%	\$ -
Post-Construction	4	24	28	16.7%	\$ 4,784.00
Subtotal	20	148	168		
% of Hours	11.9%	88.1%			
Total Cost	\$ 4,960.00	\$ 23,384.00	\$ 28,344.00		\$ 28,344.00
Direct Costs					\$ 500.00
Vehicle Usage***					\$ 2,340.00
Material Testing					\$ 3,500.00
Total Cost					\$ 34,684.00



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

July 11, 2024

Village of Willowbrook
Department of Public Works
835 Midway Drive
Willowbrook, Illinois 60527

Attention: Rick Valent, Director of Public Works

Subject: Proposal for Professional Construction Engineering Services
Borse Memorial Community Park Renovations Project: Phase II

Dear Mr. Valent:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for construction observation services for the subject project. The proposal includes our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the Village of Willowbrook (Village) has awarded a construction contract to Landworks, Ltd to improve Borse Memorial Community Park by constructing a new permeable paver parking lot, concrete walking path, pickleball courts, softball training/warm-up area, chain-link fence, artificial turf, benches, picnic tables, trees, playground drainage, and site landscaping. Additionally, the project includes existing pond excavation, pond and stream stabilization, wetland restoration, and native plant seeding. The project will utilize Open Space Lands Acquisition & Development (OSLAD) funds from the Illinois Department of Natural Resources and General Revenue funds. We understand that the work should begin in Summer 2024 and an extension of time has been granted in accordance with the specifications to November 22, 2024.

SCOPE OF SERVICES

Task 1 – Pre-Construction Services: Due to the timing of the project, CBBEL will perform pre-construction services on a time and materials basis based on the in-house engineering agreement.

Task 2 – Submittal Review:

- CBBEL will review submittals from the Contractor for conformance with the plans and specifications.

Task 3 – Construction Observation: CBBEL will provide one part-time Resident Engineer for the duration of construction for the Borse Memorial Community Park Renovations Project. This task is estimated to be 4 hours per day for 3-5 a week, based on need, for 18 weeks. Construction observation will include the following tasks:

- Check the Contractor's layout at regular intervals.
- Observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work, and will disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Assist Contractors in dealing with any outside agencies.
- Inspect erosion and sediment control measures and notify the Contractor of any deficiencies.
- Draft and distribute construction notices to impacted residents impacted.
- Attending weekly construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review the Contractor's schedule on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, submittals, reproductions or original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all Contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's daily report book, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Prepare payment requisitions and change orders for the Village's approval, review applications for payment with the Contractor for compliance with established procedures for their submission and forward them with recommendations to the Village.
- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the Village, prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance.
- Except upon written instructions from the Village, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all its obligations.

Task 4 – OSLAD Documentation: CBBEL will complete the appropriate paperwork required to receive the OSLAD funding.

Task 5 – Post Construction: CBBEL will perform the following tasks once construction is complete:

- Review the set of record drawings provided by the contractor.
- Once the Contractor has fulfilled all obligations, prepare a final pay request for the Village's approval.

Task 6 – Material Inspection: CBBEL has budgeted \$3,500 to provide material inspection services through our sub-consultant Testing Service Corporation (TSC) of Carol Stream, IL. TSC will complete the Quality Assurance (QA) material testing for concrete and asphalt at the site and QA testing at the plants, as requested.

Please note that for any of the observation tasks with CBBEL may be performing, the Contractor(s) shall be informed that neither the presence of CBBEL field staff nor the observation and testing (if any) by our firm or subconsultant of our firm shall excuse the Contractor in any way for defects discovered in the work. It should be understood that CBBEL will not be responsible for any job and site safety on this project; job and site safety shall be the sole responsibility of the Contractor(s). CBBEL does not have the right to stop work and will not advise nor supervise the Contractor(s) means and methods of their work.

ESTIMATE OF FEE

CBBEL's proposed not-to-exceed fee for this project is \$70,418.00.

We propose to bill you in accordance with the Schedule of Charges and General Terms and Conditions in our previously submitted Village Engineering Agreement. If this proposal is acceptable to you, please sign both copies and return one to us for our files.

Sincerely,



Michael E. Kerr, PE
President

THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF WILLOWBROOK.

BY: _____

TITLE: _____

DATE: _____

CBBEL WORK EFFORT
Village of Willowbrook
Borse Memorial Community Park Renovations Project: Phase II

	Personnel & Hours			% of Hours	Total Cost
	Engineer VI**	Engineer III**	Total Hours		
Rate	\$248.00	\$158.00			
Pre-Construction Services	4	16	20	5.1%	\$ 3,520.00
Submittal Review	0	16	16	4.0%	\$ 2,528.00
Construction Observation*	12	288	300	75.8%	\$ 48,480.00
OSLAD Documentation	4	20	24	6.1%	\$ 4,152.00
Post-Construction	4	32	36	9.1%	\$ 6,048.00
Subtotal	24	372	396		
% of Hours	6.1%	93.9%			
Total Cost	\$ 5,952.00	\$ 58,776.00	\$ 64,728.00		\$ 64,728.00
Direct Costs					\$ 500.00
Vehicle Usage***					\$ 1,690.00
Material Testing					\$ 3,500.00
Total Cost					\$ 70,418.00

*Construction Observation hour estimate is based upon a 12 hour work week for 13 weeks

**Rates from RFQ for Engineering Services for the Village of Willowbrook - 2024 Rates (Discounted)

***Vehicle Usage estimate is based on \$65/day for 2 days a week for 13 weeks

EXHIBIT “B”

**General Conditions and
First Amendment to General Conditions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance With Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

**FIRST AMENDMENT TO THE GENERAL TERMS AND CONDITIONS
OF THAT CERTAIN AGREEMENT BY AND BETWEEN CHRISTOPHER B. BURKE
ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK FOR
CONSTRUCTION ENGINEERING SERVICES FOR THE BORSE MEMORIAL
COMMUNITY PARK AND CREEKSIDER PARK RENOVATION PROJECTS**

That certain Agreement by and between CHRISTOPHER B. BURKE ENGINEERING, LTD. (the "Engineer") and the VILLAGE OF WILLOWBROOK, to provide construction engineering services to the Village of Willowbrook (the "Client"), is hereby amended, by amending the "Christopher B. Burke Engineering, Ltd. General Terms and Conditions" as hereinafter set forth:

1. Paragraph 10, entitled "Indemnification" of the General Terms and Conditions is hereby amended to read as follows:

Indemnification: Engineer shall indemnify and hold harmless Client. Engineer shall defend, indemnify and hold harmless Client, its elected officials, managers, officers, employees, agents, representatives and successors and all persons acting by, through, under or in concert with them, from and against any and all liabilities, claims, suits, obligations, losses, penalties, judgments, including costs and reasonable attorneys' fees, to the extent caused by the sole negligent or willful act, or error or omission of Engineer, its employees, agents or assigns.

Indemnification: Client shall indemnify and hold harmless Engineer. Client agrees to defend, indemnify and hold harmless Engineer, its elected officials, managers, officers, employees, agents, representatives and successors and all persons acting by, through, under or in concert with them, from and against any and all liabilities, claims, suits, obligations, losses, penalties, judgments, including costs and reasonable attorneys' fees, to the extent caused by the sole willful or wanton act of Client, its employees or agents.

Neither party shall be liable for any special incidental or consequential damages including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

2. Paragraph 23, entitled "Limit of Liability" of the General Terms and Conditions, shall be deleted in its entirety.

3. Paragraph 24, entitled "Client's Responsibilities" of the General Terms and Conditions shall be amended to read as follows:

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

The Client shall name the Engineer, its agents and consultants, as an additional insured on the Client's policy or policies of general liability insurance.

Client shall provide Engineer a copy of said Certificate of Insurance and shall provide that the Engineer be given thirty (30) days, unqualified written notice prior to cancellation thereof.

The Engineer further agrees to name the Client, its agents, employees and elected officials as additional insureds on Engineer's policy or policies of comprehensive and/or commercial general liability insurance including Engineer's policies of insurance for workers' compensation.

Workers' Compensation Insurance shall be in such amounts as required by the Illinois Department of Labor. Engineer shall provide Client with a Certificate of Insurance naming Client as an additional insured and Client shall be given thirty (30) days, unqualified written notice prior to any cancellation thereof.

4. Paragraph 26, entitled "Payment" of the General Terms and Conditions, shall be amended to read as follows:

Payment: Client shall be invoiced once a month for work performed during the preceding month. Client agrees to pay each invoice in accord with the provisions of the Illinois Governmental Prompt Payment Act.

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

5. The remaining provisions of the General Terms and Conditions, unamended by this First Amendment to Christopher B. Burke Engineering, Ltd. General Terms and Conditions, shall remain in full force and effect and unamended by this First Amendment.

READ, APPROVED AND AGREED

VILLAGE OF WILLOWBROOK

By: _____

Frank A. Trilla, Mayor

Date: _____

READ, APPROVED AND AGREED

CHRISTOPHER B. BURKE
ENGINEERING, LTD.

By: _____

Michael E. Kerr, PE, President
and duly authorized agent

Date: _____

ATTEST:

Deborah A. Hahn, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.

DATE: July 22, 2024

SUBJECT: SOLAR LIGHTS – PARK PROJECTS

- a. A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE PROPOSAL AND APPROVING THE PURCHASE OF FIFTEEN (15) SOLAR LED PARK LIGHTS FROM WILLOW ELECTRIC SUPPLY, INC. FOR FARMINGDALE TERRACE PARK, CREEKSIDER PARK, AND BORSE MEMORIAL COMMUNITY PARK AT A COST NOT TO EXCEED \$63,293.40
- b. AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH RAG'S ELECTRIC, INC. FOR THE ELECTRICAL INSTALLATION OF FIFTEEN (15) SOLAR LED PARK LIGHTS AT FARMINGDALE TERRACE PARK, CREEKSIDER PARK, AND BORSE MEMORIAL COMMUNITY PARK IN THE VILLAGE OF WILLOWBROOK

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Dustin Kleefisch, Director of Parks and Recreation
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

To pass a resolution to approve the purchase of fifteen (15) solar LED park lights from Willow Electrical Supply for the Farmingdale Terrace, Creekside, and Borse Memorial Park projects not to exceed the amount of \$63,293.40. The Board is also asked to approve a second resolution for the installation of the lights at the three parks by Rag's Electric at a cost of \$36,000.00.

BACKGROUND/SUMMARY

The proposed solar park lights are the same model (SCL2) and manufacturer (First Light Technologies LTD) of the current solar park lights installed at Midway Park. These solar path lights have been tremendous at Midway Park, and they offer an environmentally friendly utility. Five lights will be placed at the Eleanor Street parking lot at Borse Memorial Community Park, and five each will be placed at Farmingdale Terrace Park and Creekside Park respectively. These lights will provide significant improvement at all these parks and provide for safer foot and vehicular traffic in their respective areas.

In the last year, First Light Technologies LTD has expanded its market and there are now six different suppliers who carry the SCL2 model within the Chicago area. Staff received four quotes from suppliers for the material. The bids were relatively close with the highest being \$71,469.45 and the lowest being \$63,293.40. Willow Electric Supply submitted the lowest proposal at \$63,293.40.

Rag's Electric is the Village's contracted vendor for streetlight maintenance. Staff is requesting waiving competitive bidding for the park lighting installation since the work is similar in scope to the service contract that was awarded to Rag's Electric on February 27, 2023 for Street Light Maintenance. The proposal received from Rag's Electric for the park lighting installation is based on the terms of that agreement. Rag's provided a proposal



in the amount of \$36,000.00 for the installation, labor, and materials, including the Helix bases and the poles ordered from Willow Electrical Supply.

FINANCIAL IMPACT

The proposed cost for the purchase of the fifteen (15) solar LED park lights from Willow Electric Supply would be for an amount not to exceed \$63,293.40 if approved. Labor and installation provided by Rag's Electric would be an additional \$36,000.00. The total for equipment purchases and installation for the lighting at Farmingdale Terrace, Creekside, and Borse Memorial Park is \$99,293.40.

RECOMMENDED ACTION:

Staff recommends approval of the purchase of fifteen (15) solar LED park lights from Willow Electric Supply, not to exceed the amount of \$63,293.40, and installation by Rag's Electric in the amount of \$36,000.00.

RESOLUTION NO. 24-R-_____

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE PROPOSAL AND APPROVING THE PURCHASE OF FIFTEEN (15) SOLAR LED PARK LIGHTS FROM WILLOW ELECTRIC SUPPLY, INC. FOR FARMINGDALE TERRACE PARK, CREEKSIDER PARK, AND BORSE MEMORIAL COMMUNITY PARK AT A COST NOT TO EXCEED \$63,293.40

WHEREAS, the Village of Willowbrook (the “Village”) solicited proposals for the purchase of fifteen (15) solar LED Park Lights from Willow Electric Supply, Inc. for Farmingdale Terrace Park, Creekside Park, and Borse Memorial Community Park (“LED Park Lights”) at a cost not to exceed Sixty Three Thousand Two Hundred Ninety Three and 40/100ths Dollars (\$63,293.40); and

WHEREAS, of the proposals received and reviewed, the lowest responsible proposal for the purchase of LED Park Lights is Willow Electric Supply, Inc.; and

WHEREAS, the Village has determined that it is the best interest of the Village to purchase the aforementioned LED Park Lights from Willow Electric Supply, Inc.

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

SECTION 1: Recitals.

The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: Lowest Responsible Proposal.

The Mayor and Board of Trustees of the Village do hereby find Willow Electric Supply, Inc.’s proposal to be the lowest responsible proposal for the purchase of fifteen (15) LED Park Lights for Farmingdale Terrace Park, Creekside Park, and Borse Memorial Community Park, as set forth in its proposal attached hereto as Exhibit “A” and made a part hereof.

SECTION 3: The proposal of Willow Electric Supply, Inc. be and is hereby approved and accepted.

SECTION 4: The Village Mayor is hereby authorized and directed to execute, and the Village Clerk is hereby directed to attest to, the proposal of Willow Electric Supply, Inc. for the purchase of fifteen (15) LED Park Lights for Farmingdale Terrence Park, Creekside Park, and Borse Memorial Community Park, at a cost not to exceed Sixty Three Thousand Two Hundred Ninety Three and 40/100ths Dollars (\$63,293.40). A copy of said proposal is attached hereto as Exhibit "A" and expressly made a part hereof.

SECTION 5: Effective Date.

This Resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED this 22nd day of July, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

WILLOW ELECTRIC SUPPLY, INC. PROPOSAL



COMPANY: VILLAGE OF WILLOWBROOK

PHONE:

FAX:

EMAIL:

JOB: WILLOWBROOK SOLAR PROJECTS

TAG	ITEM#	MFG.	NOTES:	QTY	UNIT PRICE	TOTAL
		*** ESTIMATED LEAD TIME: 8 WEEKS ***				
	FARMINGDALE PARK					
	SCL2-SPMU-BK-T4F-WW-09	FIRSTLIGHT	SCL2 Side Mount Unv Black Type 4F 3000K Dark +3/30%/-1hr	5	\$ 2,876.04	\$ 14,380.20
	QS4ALAB	FIRSTLIGHT	Round Aluminum Light Pole, 16 Foot, 4 Inch Diameter, Anchor Base, Quick Ship	5	\$ 1,142.64	\$ 5,713.20
	FREIGHT	FIRSTLIGHT		1	\$ 1,004.40	\$ 1,004.40
	CREEKSIDE PARK					
	SCL2-SPMU-BK-T4F-WW-09	FIRSTLIGHT	SCL2 Side Mount Unv Black Type 4F 3000K Dark +3/30%/-1hr	5	\$ 2,876.04	\$ 14,380.20
	QS4ALAB	FIRSTLIGHT	Round Aluminum Light Pole, 16 Foot, 4 Inch Diameter, Anchor Base, Quick Ship	5	\$ 1,142.64	\$ 5,713.20
	FREIGHT	FIRSTLIGHT		1	\$ 1,004.40	\$ 1,004.40
	BORSE PARK					
	SCL2-SPMU-BK-T4F-WW-09	FIRSTLIGHT	SCL2 Side Mount Unv Black Type 4F 3000K Dark +3/30%/-1hr	5	\$ 2,876.04	\$ 14,380.20
	QS4ALAB	FIRSTLIGHT	Round Aluminum Light Pole, 16 Foot, 4 Inch Diameter, Anchor Base, Quick Ship	5	\$ 1,142.64	\$ 5,713.20
	FREIGHT	FIRSTLIGHT		1	\$ 1,004.40	\$ 1,004.40

***VERIFY ALL PART#S & QTY'S / ***SHIPPING NOT INCLUDED / ***LAMPS NOT QUOTED UNLESS REQUESTED
DUE TO TARIFF RELATED PRICE INCREASES ALL QUOTES ARE SUBJECT TO CHANGE WITHOUT NOTICE

NOTES:
QUOTED PARTY IS RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES, MODEL NUMBERS AND OPTIONS BEFORE ORDERING.
IF THERE ARE ANY DEVIATIONS THIS QUOTATION IS SUBJECT TO APPROVAL.
NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. ALL PRICES ARE GOOD FOR 30 DAYS.

TOTAL	\$ 63,293.40
(+TAX)	9.75%
(+ S & H)	\$ -
OTHER	\$ -

Willow Electric Supply, Inc.

BY: JAZMIN DIAZ

ORDINANCE NO. 24-O-_____

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH RAG'S ELECTRIC, INC. FOR THE ELECTRICAL INSTALLATION OF FIFTEEN (15) SOLAR LED PARK LIGHTS AT FARMINGDALE TERRACE PARK, CREEKSIDE PARK, AND BORSE MEMORIAL COMMUNITY PARK IN THE VILLAGE OF WILLOWBROOK

WHEREAS, the Village of Willowbrook (the "Village") solicited proposals from Rag's Electric, Inc. for the electrical installation of fifteen (15) solar LED Park Lights at Farmingdale Terrace Park, Creekside Park, and Borse Memorial Community Park in the Village, at a total cost not to exceed Thirty-Six Thousand and 00/100ths Dollars (\$36,000.00); and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village that competitive bidding be waived for the electrical installation of fifteen (15) solar LED Park Lights at Farmingdale Terrace Park, Creekside Park, and Borse Memorial Community Park in the Village.

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

SECTION 1: The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook as if fully recited herein.

SECTION 2: The competitive bidding process for the electrical installation of fifteen (15) solar LED Park Lights at Farmingdale Terrace Park, Creekside Park, and Borse Memorial Community Park in the Village be and is hereby waived.

SECTION 3: The Village Mayor of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village, a Contract for the electrical installation of fifteen (15) solar LED Park Lights at Farmingdale Terrace Park, Creekside Park, and Borse Memorial Community Park in the Village at a total cost not to exceed Thirty-Six Thousand and 00/100ths

Dollars (\$36,000.00). A copy of said Contract is attached hereto as Exhibit "A" and made a part hereof.

SECTION 4: The Village Mayor be and is hereby authorized and directed to execute, on behalf of the Village, that certain Contract with Rag's Electric, Inc., attached hereto as Exhibit "A" and made a part hereof, which Contract and Proposal is hereby approved.

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval, in the manner provided by law.

PASSED and APPROVED this 22nd day of July, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**AGREEMENT WITH RAG’S ELECTRIC, INC. AND
RAG’S ELECTRIC, INC.’S PROPOSAL**

**AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK
AND RAG'S ELECTRIC, INC. FOR ELECTRICAL INSTALLATION OF FIFTEEN (15)
SOLAR LED PARK LIGHTS AT FARMINGDALE TERRACE PARK, CREEKSIDE
PARK, AND BORSE MEMORIAL COMMUNITY PARK**

THIS CONTRACT ENTERED INTO THIS _____ day of July, 2024 between Rag's Electric, Inc., an Illinois corporation ("Contractor"), and the Village of Willowbrook, a municipal corporation of the State of Illinois ("Village"), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interests of the Village to retain contractor to perform electrical installation of fifteen (15) LED Park Light Poles at Farmingdale Terrace Park, Creekside Park, and Borse Memorial Community Park in the Village (the "Project").
2. Contractor has submitted a proposal to the Village, including all terms, conditions, requirements and specifications contained therein for electrical installation at the Project to be completed by Contractor, which are incorporated herein as "Exhibit A" and expressly made a part of this agreement as if each term, condition and requirement of the selected portions, bid response and specifications of the Project was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in "Exhibit A," the terms of this agreement shall control. Contractor's proposal response and project specifications are attached hereto and expressly made a part hereof.
3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.
4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner an amount estimated to be Thirty-Six Thousand and 00/100 Dollars (\$36,000.00). Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

7. At the time of execution of the Agreement, the Contractor shall furnish, at Contractor's expense, bonds payable to the Village in the form of bonds set forth herein, secured by a surety company acceptable to the Village, as follows:

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

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

8. Contractor agrees that not less than the prevailing wage as determined by the Illinois Department of Labor, shall be paid to all laborers, workers and mechanics performing work

under this Contract in accordance with the Illinois Prevailing Wage Act and Contractor agrees to comply with all other provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*) as amended. If the Department of Labor revises the wage rates, the revised rate as provided by the Illinois Department of Labor shall apply to this Agreement and Contractor will not be allowed additional compensation on account of said revisions.

Contractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Illinois Department of Labor, as may be required by Illinois law.

Upon seven (7) business days' notice, Contractor shall make available for inspection the records to the Village of Willowbrook, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

9. Contractor agrees that it has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01, *et seq.*).

10. Contractor agrees that it has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1, *et seq.*).

11. Contractor agrees that it, pursuant to 30 ILCS 580/1, *et seq.* (“Drug-Free Workplace Act”), will provide a drug-free workplace by:

A. Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.
- 2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- 3) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) Contractor’s policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace.

D. Notifying the Village of Willowbrook within ten (10) days after receiving notice under Subparagraph 11(A) 3 (b) from an employee or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted, as required by 30 ILCS 580/5.

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

12. The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*) and if Contractor is a party to a collective bargaining agreement, that agreement deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

13. Contractor agrees that it has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

14. During the performance of this contract, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military

status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she 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 disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the

Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.

F. That he or she 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 Act and the Department's Rules and Regulations.

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

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

15. During the performance of its Agreement with the Village of Willowbrook, Contractor:

Will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise. Contractor (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Contractor will retain such certifications in its files.

16. Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

17. The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order

13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

18. Insurance requirements shall be as follows:

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

B. Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85); and
- 2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract; and
- 3) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

C. Contractor shall maintain limits no less than:

- 1) Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.

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

- 1) Commercial General Liability and Automobile Liability Coverages:
 - a. The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.

d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) Worker's Compensation and Employers' Liability Coverage:

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

3) All Coverages:

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the Village.

19. Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, local and Village government which may in any manner affect the performance of this Contract.

20. No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food

and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

21. In the event that Contractor shall fail to perform such work within a reasonable time after being assigned such work or shall fail to complete such work in a good and workmanlike manner, the Village of Willowbrook may terminate this Contract by written notice to Contractor, effective immediately upon mailing.

22. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or less must be approved, in writing, by the Village Administrator. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

Additionally, no change order which authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%)

or more of the original subcontract price shall be issued, unless the portion of the contract that is covered by the change order is resubmitted for bidding in the same manner for which the original contract was bid, or unless competitive bidding was waived for the original portion of the contract that is covered by the change order. Bidding for the portion of the contract covered by the change order shall be subject to any requirements to employ females and minorities on the project that existed at the bidding for the original contract, together with any later requirements imposed by law.

23. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: Rag's Electric, Inc., 6805 Hobson Valley Drive, Unit 105, Woodridge, Illinois 60517, Attn: Matt Knutte, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

24. Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1, *et seq.* In addition, Contractor shall produce within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall

indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

25. Time is of the essence of this Contract.

This Contract is made and executed in duplicate in Willowbrook, DuPage County, Illinois the day and year first above written.

CONTRACTOR:

RAG'S ELECTRIC, INC.

By: _____

Mark Knutte,
Its President and duly authorized agent

ATTEST:

Title: _____

VILLAGE OF WILLOWBROOK

By: _____
Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”
RAG’S ELECTRIC, INC.’S PROPOSAL



6805 Hobson Valley Dr., Unit #105
Woodridge, IL 60517
1-630-739-RAGS
Fax: 1-630-739-7424

July 16, 2024

Village of Willowbrook
835 Midway Drive
Willowbrook, IL. 60527
Attn: Andrew Passero

Re: Helixes and Poles

We are pleased to provide to you an Electrical proposal for the above mentioned project. Our proposal is as follows:

Scope of Work:

- Furnish and install labor and materials for the following unless otherwise noted:
 - (15) Helix bases
 - Install (15) customer supplied poles

Total Price: \$36,000.00

Thank you for the opportunity to submit this proposal. Rags Electric looks forward to continue working on this project with you. If you have any questions please don't hesitate to contact us.

Sincerely,

Patrick Durkin
(773) 619-7640



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 9.**DATE: July 22, 2024****SUBJECT:**

A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) CANDIDATE TO FILL A VACANCY IN THE RANK OF PATROL OFFICER

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Ben Kadolph, Deputy Chief
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff is seeking Village Board approval to allow the Board of Police Commissioners to make an original appointment for one candidate to the position of patrol officer. This action also requires deviation from the hiring rotation approved by the Village Board on May 28th, 2024.

BACKGROUND/SUMMARY

The current composition of the Willowbrook Police Department as provided by Title 5, Chapter 1, Section 5-1-1 of the municipal code is as follows:

Chief of Police -1

Deputy Chief of Police -2

Sergeants – 4

Patrol Officers - in such numbers as may be provided from time to time by the Mayor and Board of Trustees for a total department composition not to exceed twenty-seven (27) members.

With the most recent lateral hire, the total number of sworn officers is twenty-five (25) in the police department leaving two vacancies.

Over the past few years, recruitment and retention has become an increasingly difficult topic for law enforcement agencies all over the county. Staff have worked tirelessly to try and refine recruitment and retention procedures within the department to attract a more robust pool of applicants. Ultimately staff is seeing success in recruiting bigger candidate pools, however there are still hurdles in competing with other departments facing the same issues.

On May 28th, 2024, staff received Village Board approval to deviate from the hiring rotation in order to hire a lateral candidate. In June of 2024, that candidate was given a conditional offer of employment and chose to



withdraw from consideration. Since then, the Board of Police Commissioners has completed the testing process and established a new entry level hiring list containing 33 candidates. Staff is currently in the process of conducting background investigations on several candidates for an August/September Police Academy admission date. Due to the timelines set by the police academies, staff would like to deviate from the hiring rotation approved on May 28th, 2024, and focus on hiring an entry level candidate.

Allowing the Board of Police Commissioners to make an original appointment of one (1) candidate to patrol officer with this deviation from the hiring rotation would give the department the best opportunity to reach full staffing for the first time in almost a decade.

FINANCIAL IMPACT

None.

RECOMMENDED ACTION:

Adopt the Resolution, which will enable the Board of Police Commissioners to make an original appointment of one (1) candidate to patrol officer.

RESOLUTION NO. 24-R-_____

**A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE
VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING
ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF
ONE (1) CANDIDATE TO FILL A VACANCY IN THE RANK OF PATROL OFFICER**

I

WHEREAS, Title 2, Chapter 4, Section 6 of the Village Code of Ordinances provides that the Board of Police Commissioners of the Village shall make original appointments in the Police Department upon written receipt of a written resolution to do so, duly adopted by a majority vote of the corporate authorities of the Village; and

WHEREAS, the Village Code provides that the original appointment of police officers shall be made on a rotating basis pursuant to Title 2, Chapter 4, Section 6 or Title 5, Chapter 1, Section 5-1-14 of the Village Code of Ordinances; and

WHEREAS, the provision of Section 5-1-14, notwithstanding the corporate authorities, are expressly authorized to deviate from the hiring rotation process and direct the Board of Police Commissioners (“BOPC”) to effect the original appointment of one (1) candidate to fill a vacancy in the rank of patrol officer within the Police Department.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that a deviation from the “rotating hiring basis”, as provided in Title 5, Chapter 1, Section 5-1-14, of the Village Code of Ordinances, is hereby approved and the Board of Police Commissions (“BOPC”) of the Village of Willowbrook is hereby authorized to effect the original appointment of one (1) candidate to fill the vacancy in the rank of patrol officer within the Police Department by utilizing the provisions of Title 2, Chapter 4, Section 6, of the Village Code of Ordinances.

This resolution shall be in full force and effect from and after its passage and approval in

the manner provided by law.

PASSED and APPROVED this 22nd day of July, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 10.

DATE: July 22, 2024

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT AGREEMENT WITH GROOT, INC. TO PROVIDE RESIDENTIAL SCAVENGER SERVICES TO THE VILLAGE OF WILLOWBROOK

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Sean Halloran, Village Administrator
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

To pass a resolution to approve an extension to the agreement with Groot Industries.

BACKGROUND/SUMMARY

On July 22, 2019, the Village of Willowbrook voted to extend the residential solid waste and recycling services contract with Republic Services, initially set to expire on December 31, 2019, to a new 6-month contract extension, adjusting the expiration date to July 31, 2020.

Following the extension, an RFP (Request for Proposals) was issued for solid waste and recycling services. The Village received bid proposals from four firms: Waste Management of Illinois, Inc., Republic Service, Lake Shore Recycling Systems, and Groot Industries, Inc. The RFP included a base service package for refuse and recycling, yard waste service, and a sticker program, with a focus on a four-year contract timeframe and a 1-Day Village-wide pickup service, allowing an alternate multi-day pickup program.

Over the past three months, staff and representatives from Groot have negotiated an extension agreement to the existing contract. Below are the highlights of the agreement:

New Agreement Highlights:

- The new agreement extends the contract to six years.
- The contract includes a 3.5% increase year over year. Previous increases were at 2.5%.
- Senior discount rates have been increased from 6% to 15%.
- The contract allows HOAs to join the program if Groot Industries consents.

FINANCIAL IMPACT

There is no financial impact to the Village on this item.

RECOMMENDED ACTION:

Staff recommends approval of the six-year contract with Groot Industries, Inc. for residential solid waste and recycling service.

RESOLUTION NO. 24-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SECOND AMENDMENT AGREEMENT WITH GROOT, INC. TO PROVIDE
RESIDENTIAL SCAVENGER SERVICES TO THE VILLAGE OF WILLOWBROOK**

WHEREAS, the Village, by Resolution No. 20-R-25, approved an Agreement with Groot Industries, Inc. for professional residential scavenger services to the Village of Willowbrook; and

WHEREAS, by Resolution No. 20-R-59, the Village and Groot Industries, Inc. entered into a First Amendment to the Agreement for Professional Residential Scavenger Services to the Village of Willowbrook; and

WHEREAS, the Village and Groot, Inc. (successor and assigns of Groot Industries, Inc.) desire to amend the Agreement by entering into that certain “Second Amendment to the Municipal Waste Scavenger Services Agreement”, attached hereto as Exhibit “A” and made a part hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

NOW, THEREFORE, BE IT RESOLVED that the Second Amendment to the Agreement with Groot, Inc. for the provision of residential scavenger services is hereby approved and the Village Mayor is hereby directed to execute, on behalf of the Village, the Second Amendment to Municipal Waste Scavenger Services Agreement with Groot, Inc., attached hereto as Exhibit "A" and made a part hereof, and the Village Clerk is hereby directed to attest to the signature of the Mayor.

PASSED and APPROVED this 22nd day of July, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**SECOND AMENDMENT TO MUNICIPAL WASTE SCAVENGER SERVICES
AGREEMENT WITH GROOT, INC.**

SECOND AMENDMENT TO THE MUNICIPAL WASTE
SERVICE AGREEMENT BETWEEN GROOT RECYCLING & WASTE SERVICES, INC.
AND THE VILLAGE OF WILLOWBROOK

THIS SECOND AMENDMENT is made this _____ day of _____, 2024, between Groot, Inc., as successor and assign of Groot Industries, Inc. (the "Contractor") and the Village of Willowbrook, Illinois (the "Village"), to amend and modify the terms and conditions of the Municipal Waste Service Agreement (the "Agreement") dated May 26, 2020. The purpose of this Second Amendment to the Agreement is to amend and clarify certain terms of the Agreement.

WHEREAS, the Village and Groot Industries, Inc. entered into the original Agreement dated the 26th day of May, 2020; and

WHEREAS, the Village and Groot Industries, Inc. entered into a FIRST AMENDMENT to the original Agreement dated the 14th day of December, 2020;

WHEREAS, in connection with the sale of Groot Industries, Inc. the Agreement, as amended was assigned to and assumed by Groot, Inc. in accordance with Section IX (E) of the Agreement; and

NOW, THEREFORE, in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby that the Agreement is amended as follows:

1. Section I (A) and (B) of the Agreement shall be deleted in their entireties and hereby replaced with the following:

I. GENERAL

A. The VILLAGE hereby grants to the CONTRACTOR the exclusive right, privilege and license to provide single family residential scavenger service within the corporate limits of the VILLAGE beginning on August 1, 2024, until and through July 31, 2030, unless cancelled or terminated as otherwise provided herein. The CONTRACTOR agrees to pay any annual license fee as set forth in the Village Code. This Agreement shall not include any scavenger service other than single family residential scavenger service as defined herein. Unless

otherwise herein provided, the VILLAGE may, in its sole discretion, enforce the exclusivity provisions of the Contract against third-party violators, taking into account the cost of doing so and other factors. CONTRACTOR may independently enforce the exclusivity provisions of the Contract against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the VILLAGE shall use good faith efforts to cooperate in such enforcement actions brought by CONTRACTOR. The VILLAGE shall use its best effort to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Contract, including, without limitation, the exclusive service rights granted to CONTRACTOR pursuant to the Agreement.

- B. Upon the mutual written consent of both the VILLAGE and the CONTRACTOR, this Agreement may be extended beyond its term as set forth herein, provided the agreement for the extension is made upon mutual agreement. All amendments and changes to the agreement shall be made in writing and shall be agreed upon and approved by both the VILLAGE and the CONTRACTOR.

2. Section II (A) (4-7) of the Agreement shall be deleted in their entireties and replaced with the following::

II. SERVICE AND RATES

A. Garbage Collection

- (4) Garbage shall be collected in carts issued by the CONTRACTOR. Each single family residence shall be provided with two carts, one for garbage, and the other for recyclables. The CONTRACTOR shall be responsible for providing replacement carts. The CONTRACTOR shall provide each single family residence a choice between thirty-five (35) gallon, sixty-five (65) gallon, or ninety-five (95) gallon carts. If a single-family residence does not make a selection, that residence shall receive ninety-five (95) gallon carts.

Every residence shall be permitted to exchange their current carts for different sized cart at a one time switch out fee of \$27.87 per exchange of carts.

Every single family residence within the VILLAGE that is governed by this Agreement is required to have a set of carts provided by the CONTRACTOR. No other containers are approved for the disposal of garbage or recyclables, except Properly prepared "excess refuse" placed in an "Approved excess garbage container" as defined in Section I (E) of this Agreement.

(5) The VILLAGE reserves the right to approve the type, color and appearance of the garbage and recycling carts. Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer or VILLAGE (excluding normal wear and tear), the customer or VILLAGE (as applicable) will be charged for the resulting repairs or replacement and such amounts shall be paid directly to CONTRACTOR by Customer or VILLAGE, as the case may be. Any equipment furnished hereunder by CONTRACTOR shall remain the property of CONTRACTOR; however, customers or VILLAGE (as applicable) shall have care, custody and control of the equipment while at the service locations. Customers and VILLAGE shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers and VILLAGE must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used in this Contract shall mean all containers used for the storage of non-hazardous solid waste, recyclables and yard waste. The cost to the residents for each thirty-five (35) gallon cart used for garbage shall be \$18.47 per month effective August 1, 2024. This rate shall be subject to an annual increase as outlined under Exhibit A attached hereto.

The cost to the residents for each sixty-five (65) gallon cart used for garbage shall be \$19.59 per month effective August 1, 2024. This rate shall be subject to an annual increase as outlined under Exhibit A attached hereto.

The cost to the residents for each ninety-five (95) gallon cart used for garbage shall be \$20.71 per month effective August 1, 2024. This rate shall be subject to an annual increase as outlined under Exhibit A attached hereto.

(6) The cost for residents in households headed by individuals 65 years old or older for each thirty-five (35) gallon cart used for garbage shall be \$15.70 per month effective August 1, 2024. This rate shall be subject to an annual increase as outlined under Exhibit A attached hereto. To verify eligibility, the CONTRACTOR may require that the resident provide a copy of a driver's license or other state issued documentation.

(7) Residents subject to this Agreement shall be allowed to place properly prepared bulk items for collection at the curb and shall not be required to sticker. Residents shall not be billed for the first bulk item. Each additional bulk item shall require one (1) refuse/yard waste sticker affixed thereto for collection.

The cost to residents of each refuse/yard waste sticker shall not exceed \$3.35 per sticker from August 1, 2024 until July 31, 2025. This rate shall be subject to an annual increase as outlined under Exhibit A attached hereto.

It is understood that stickers purchased by residents under the previous agreement and/or the previous year shall be honored by the CONTRACTOR throughout the entire term of this Agreement for the disposal of yard waste, bulk items, and excess garbage.

Local retailers and the VILLAGE shall sell the stickers to residents at the prices listed in Section II (7) above. The CONTRACTOR shall be the sole distributor of stickers.

The CONTRACTOR shall be responsible for the printing of the stickers, which shall be designed to be of a "one-time use" variety.

3. Section VI (D) of the Agreement shall be deleted in its entirety and replaced with the following:

VI. BILLING AND COLLECTION

D. Residents of the VILLAGE may choose to subscribe to a yard waste season cart service in place of the yard waste sticker service. For single family residences selecting this optional service:

- (1) The CONTRACTOR shall provide the single family residence with a choice of a thirty-five (35), sixty-five (65), or ninety-five (95) gallon cart used solely for yard waste.
- (2) The cost to the residents for each thirty-five (35) gallon cart used for yard waste shall be \$178.35 per season effective August 1, 2024. The cost to the residents for each sixty-five (65) gallon cart used for yard waste shall be \$200.62 per season effective August 1, 2024. The cost to the residents for each ninety-five (95) gallon cart used for yard waste shall be \$222.98 per season effective August 1, 2024. These rates shall be subject to an annual increase as outlined under Exhibit A attached hereto.

4. Section X of the Agreement shall be added as the following:

X. ADDITIONAL PARTICIPATING ENTITIES CLAUSE

- A. Participation by Homeowners Associations (HOAs):
 1. Eligibility: Subject to the mutual agreement between the Contractor (Groot) and the Homeowners Associations (HOAs), HOAs within the jurisdiction of the Village may be permitted to join and participate in a separate Scavenger Services Agreement with Contractor with the same rates and terms of this Agreement.
 2. Rate Extension: Any HOA that elects to enter into a separate Scavenger Services Agreement with Contractor, upon Contractor's agreement, shall receive the same rates and terms as those specified in this Agreement for the Village.

The remaining terms and conditions of the Agreement, not modified by the FIRST AMENDMENT, or this SECOND AMENDMENT, are hereby ratified and shall remain in full force and effect. In the event of any conflict between the terms of the Agreement (as amended by the FIRST AMENDMENT) and the SECOND AMENDMENT, the terms of this SECOND AMENDMENT shall prevail.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this SECOND AMENDMENT on the date first set forth above.

GROOT, INC.

VILLAGE OF WILLOWBROOK

By: _____
Kiel Pennington

By: _____
Frank A. Trilla

Its: Division Vice President

Its: Mayor

ATTEST:

By: _____
Josh Molnar

Its: Municipal Manager

ATTEST:

By: _____
Deborah A. Hahn

Its: Village Clerk

EXHIBIT A
GENERAL PRICE QUOTATION SHEET

	8.1.24- 7.31.25	8.1.25- 7.31.26	8.1.26- 7.31.27	8.1.27- 7.31.28	8.1.28- 7.31.29	8.1.29- 7.31.30
Cart Services*	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
35 gallon (per month) garbage cart	\$18.47	\$19.12	\$19.79	\$20.48	\$21.20	\$21.94
65 gallon (per month) garbage cart	\$19.59	\$20.28	\$20.99	\$21.72	\$22.48	\$23.27
95 gallon (per month) garbage cart	\$20.71	\$21.43	\$22.18	\$22.96	\$23.76	\$24.59
35 gallon (per month) garbage cart-Senior rate	\$15.70	\$16.25	\$16.82	\$17.41	\$18.02	\$18.65
Refuse/yard waste Sticker (per sticker)	\$3.35	\$3.47	\$3.59	\$3.72	\$3.85	\$3.98
Optional Yard Waste Cart Service <i>(Per season – April 1 through second full week of December)</i>						
35 gallon cart (per yard waste season)	\$178.35	\$184.59	\$191.05	\$197.74	\$204.66	\$211.82
65 gallon cart (per yard waste)	\$200.62	\$207.64	\$214.91	\$222.43	\$230.22	\$238.28
95 gallon cart (per yard waste season)	\$222.98	\$230.78	\$238.86	\$247.22	\$255.87	\$264.83
White Goods (cost per item)	\$44.59	\$46.15	\$47.77	\$49.44	\$51.17	\$52.96
Special Collection Charge (per cubic yard)	\$24.52	\$25.38	\$26.27	\$27.19	\$28.14	\$29.12
Charge to exchange carts	\$27.87	\$28.85	\$29.86	\$30.91	\$31.99	\$33.11

*includes recycling cart