



Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Mark Shelton

Director of Finance

Carrie Dittman

A G E N D A

REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE TO BE HELD ON MONDAY, FEBRUARY 13, 2017, AT 5:30 P.M. AT THE VILLAGE HALL, 835 MIDWAY DRIVE, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES:
 - a) January 9, 2017 Regular Meeting of the Municipal Services Committee
4. DISCUSSION – Bid Results: Village Hall 500,000 Gallon Spheroid Tank Painting and Rehabilitation Project
5. DISCUSSION – Professional Services for Construction Observation, Village Hall Water Tank Painting and Rehabilitation Project – CBBEL Proposal
6. DISCUSSION – Police Building Expansion/Renovation, Progress Update
7. REPORT – Municipal Services Department:
 - a) January 2017 Monthly Permit Activity Report
 - b) December 2016 Water System Pumpage Report
 - c) January 2017 Scavenger Report
8. VISITOR'S BUSINESS
(Public comment is limited to three minutes per person)
9. COMMUNICATIONS
10. ADJOURNMENT



Proud Member of the
Illinois Route 66 Scenic Byway

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES
COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY,
JANUARY 9, 2017 AT THE VILLAGE HALL, 835 MIDWAY DRIVE, IN THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

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

2. ROLL CALL

Those present at roll call were Chairman Michael Mistele, Trustee Paul Oggerino, and Village Administrator Tim Halik. Absent: None.

3. APPROVAL OF MINUTES

- a) After review of the draft minutes from the November 14, 2016 regular meeting of the Municipal Services Committee, Chairman Mistele made a motion to approve the minutes as presented. Trustee Oggerino seconded the motion. Motion Carried

4. DISCUSSION – Specifications and Bid Documents – Village Hall 500,000 Gallon Spheroid Tank Painting and Rehabilitation Project

Administrator Halik reminded the Committee that on June 10, 2013, the Village Board adopted Resolution No. 13-R-30 accepting a proposal from Strand Associates to perform an engineering analysis of the protective coatings on all three of the Village's above grade water tower structures. Halik advised that these three water tanks were last sandblasted and re-coated in 1999, 2001 and 2002 and are experiencing varying degrees of wear. Based on the results of this analysis, a schedule for blasting and repainting the tanks was developed to include work in fiscal year 2015/16 through fiscal year 2017/18. Halik advised that we are on schedule with this multi-year project, and are ready to solicit bids for the last water tank to be blasted and painted – the Village Hall 500,000-gallon spheroid tank. Halik advised that the FY 2016/17 budget includes funding to develop design specifications and bidding documents relating to the re-coating of the Village Hall 500,000-gallon spheroid tank. On September 26, 2016, the Village Board accepted a proposal from CBBEL to perform this work. Within the committee packet is the completed Bid Notice and Contract Document for the rehabilitation of the Village Hall 500,000-gallon spheroid tank to occur in FY 2017/18. Halik advised that the project is scheduled to be put out to public bid in January of 2017, with the project commencing after May 1, 2017 within the Village's 2017/18 fiscal year. Halik stated that although there may be minor changes made to the attached documents, staff recommends approval of the bidding schedule and attached contract document. This project will be funded from the Water Fund. Trustee Oggerino suggested that consideration be given to adding copy on the northeast side of the water tank that reads, "Willowbrook municipal complex" or "Willowbrook municipal campus." Chairman Mistele agreed and stated that he prefers the term campus. Halik advised that he would work with the project engineer to request a proposal from the low-bidder to add such language onto the tank. The committee authorized staff to proceed to going out to bid.

5. DISCUSSION – Police Building Expansion/Renovation, Progress Update

Administrator Halik shared with the Committee a two-page progress report on the police station construction that was prepared by Christine Keltner of Integrated Project Management, Burr Ridge. Halik highlighted areas of the report containing key accomplishments, budget tracking, schedule updates, upcoming activities, and current issues/risks for the period in which the particular report covers. Trustee Oggerino requested additional detail on each item contained within the issue/risk category of the report. Both Chairman Mistele and Administrator Halik provided further explanation on each item listed within that section.

6. REPORT – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity reports for both the months of November and December 2016. Halik advised that the Village received about \$74,000 in permit revenue for the month of November, and about \$9,300 in permit revenue for the month of December. The total amount collected to date represents about 172% of the total budgeted amount of revenue for fiscal year 2016/17, indicating that it has been a very busy construction year.
- b. Administrator Halik shared the water system pumpage report for November 2016. The report indicates that the Village pumped 25,929,000 gallons of water in the month. The total amount of water pumped so far this fiscal year is about the same amount that was pumped in the same time period of FY 2015/16.
- c. Administrator Halik shared the November and December 2016 scavenger reports, and advised that the report was for informational purposes only.

7. VISITOR'S BUSINESS

(None)

8. COMMUNICATIONS

Administrator Halik discussed the resolution on this evening's Village Board Consent agenda approving a plat of easement for a residential property located at 6407 Lane Court. Halik advised that the depiction of the easement on the plat may appear odd given it runs through the middle of the lot, but it is accurate. Halik advised that there is a creek that runs through this property, so the property contains regulatory floodway and floodplain areas. The County Stormwater Ordinance requires that drainage easements be provided upon residential redevelopment projects, and it has been the Village's practice to obtain periphery utility easements as well. Given the presence of the creek, it was decided that the new easement should be platted on the side of the creek nearest the structure so utilities would not have to cross the creek to serve the residence. The committee members thanked Halik for the explanation.

9. ADJOURNMENT

Motion to adjourn was made by Chairman Mistele. Seconded by Trustee Oggerino. The meeting was adjourned at 6:07 PM.

(Minutes transcribed by: Tim Halik, 2/3/17)

MUNICIPAL SERVICES COMMITTEE MEETING
AGENDA ITEM SUMMARY SHEET

AGENDA ITEM DESCRIPTION

DISCUSSION – Bid Results: Village Hall 500,000 Gallon Spheroid Tank Painting and Rehabilitation Project

COMMITTEE REVIEW

Finance/Administration
 Municipal Services
 Public Safety

Meeting Date:

February 13, 2017

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

BACKGROUND

On January 9, 2017, the Municipal Services Committee authorized staff to complete a public bid process to solicit sealed bids for the re-coating of the Village's 500,000-gallon spheroid water tower located within the municipal campus. The advertisement for bids notice was published in the January 12th and January 16, 2017 edition of the Chicago Sun-Times newspaper. The deadline to submit completed bids was January 26, 2017 by 10:00 AM, at which time bids were opened. Six (6) bids were received prior to the deadline:

| VENDOR | Total Bid |
|--|-----------------------|
| (Engineer's Estimate of Probable Costs) | (\$796,400.00) |
| Tecorp, Inc. | \$505,700.00 |
| Jetco, Ltd. | \$536,315.00 |
| ERA Valdivia Const.. | \$542,920.00 |
| Amcoat Painting, Inc. | \$634,440.00 |
| Maxcor, Inc. | \$663,250.00 |
| LC United Painting | \$732,000.00 |

Tecorp, Inc. is a familiar company that has successfully completed similar water tank rehabilitation projects for Crystal Lake, Arlington Heights, Matteson, New Lenox, DuPage County, Lockport, Geneva, and Calumet City. The bid price received for our project of \$505,700 is \$290,700 lower than the engineer's bid estimate of \$796,400.

STAFF RECOMMENDATION

Staff would recommend that the bid submitted by Tecorp, Inc. be accepted. This item is included on the Board's agenda for their meeting this evening.

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

RECEIVED

FEB -2 2017

VILLAGE OF
WILLOWBROOK

January 30, 2016

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Mr. Tim Halik
Village Administrator

Subject: Village of Willowbrook 500,000 Gallon Village Hall Spheroid High Tank
Painting and Rehabilitation Project
Evaluation of Bid Proposals
(CBBEL Project No. 16-0507)

Dear Mr. Halik:

Six bids for the 500,000 Gallon Village Hall Spheroid High Tank Painting and Rehabilitation Project were received and opened at Village Hall on January 26, 2017 at 10:00 a.m. Christopher B. Burke Engineering, Ltd.'s (CBBEL's) evaluation of the Bid Proposals is contained herein.

EVALUATION OF BID PROPOSALS

The proposals range from \$505,700.00 to \$732,000.00 for the project. A Bid Tabulation is attached for your information. The bids are summarized as follows:

| Contractor | Base Bid | Alternate Bid | Total Bid |
|----------------------------|--------------|---------------|--------------|
| Tecorp, Inc. | \$450,900.00 | \$54,800.00 | \$505,700.00 |
| Jetco, Ltd. | \$485,635.00 | \$50,680.00 | \$536,315.00 |
| ERA Valdivia Cont. | \$498,950.00 | \$43,970.00 | \$542,920.00 |
| Amcoat Painting, Inc. | \$601,800.00 | \$32,640.00 | \$634,440.00 |
| Maxcor, Inc. | \$607,350.00 | \$55,900.00 | \$663,250.00 |
| LC United Painting | \$679,000.00 | \$53,000.00 | \$732,000.00 |
| <i>Engineer's Estimate</i> | \$746,000.00 | \$49,500.00 | \$796,400.00 |

An evaluation of the three lowest bids was performed. The following describes the discrepancies that were identified during our review:

Tecorp, Inc.

1. No discrepancies were found
2. The contractor has been trained and certified for the application of the plural component.

Jetco, Ltd.

1. No discrepancies were found.

Contractor has been trained and certified for the application of the plural component.

Era Valdivia, Inc.

1. No discrepancies were found.

Contractor has been trained and certified for the application of the plural component.

GENERAL COMMENTS

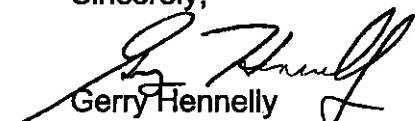
- All Bidders provided the required Bid Bonds.
- All Bidders acknowledged Addendum No. 1.

RECOMMENDATIONS

Based on the above and reference checks CBBEL performed on the bidders for previous performance and experience CBBEL has had with the Low Bidder Tecorp, Inc. on previous projects such as the Village of Dwight 250,000 Gallon Spheroid High Tank and the City of Rolling Meadows 500,000 Gallon Ground Storage Reservoir's CBBEL recommends that a contract be awarded to Tecorp, Inc. in the Total Bid amount of the Base Bid and Alternate Bid of \$505,700.00 which includes all items listed in the attached Bid Tabulation. Tecorp, Inc. is the lowest responsive bidder and has experience working with several local municipalities on several previous projects.

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

Sincerely,



Gerry Hennelly
Senior Project Manager

GAH/pjb
Encl.: As Noted

BID TABULATION FOR
 VILLAGE OF WILLOWBROOK
 500,000 GALLON VILLAGE HALL SPHEROID HIGH TANK PAINTING AND REHABILITATION
 835 MIDWAY DRIVE
 CBBEL PROJ. NO. 160507
 (JANUARY 26, 2017)

SCHEDULE OF PRICES (SECTION 004100)

| ITEM NO. | ITEMS | QUANTITY | UNIT |
|-----------------|---|----------|----------|
| BASE BID | | | |
| 065000/01 | CONTINUOUS SEAM WELD REPAIRS | 100 | LIN. FT. |
| 065000/02 | INTERIOR PIT WELD REPAIRS | 50 | EACH |
| 055000/03 | REPLACE BOLTS AND GASKETS ON MANWAYS | 1 | LUMP SUM |
| 055213/01 | REMOVE AND REPLACE EXISTING ROOF VENT | 1 | LUMP SUM |
| 055213/02 | INSTALLATION OF NEW PAINTERS RAIL, SAFETY GRABS AND RIGGINCS | 1 | LUMP SUM |
| 055213/03 | INST. OF WET INT. LADDER AND FALL PROTECTION DEVICE | 1 | LUMP SUM |
| 055213/04 | REPAIR AND REPLACE DRY INTERIOR LIGHTING | 1 | LUMP SUM |
| 099113/01 | EXTERIOR SURFACES; ALL SURFACE PREP, PRIMING AND PAINTING | 1 | LUMP SUM |
| 099113/02 | LOGOS (EXTERIOR) TO MATCH 3MMG STANDPIPE | 1 | LUMP SUM |
| 099113/03 | FULL CONTAINMENT AS REQUIRED | 1 | LUMP SUM |
| 099113/04 | INTERIOR (WET) SURFACES; ALL SURFACE PREP, PRIMING AND PAINTING | 1 | LUMP SUM |
| 099113/05 | INTERIOR (DRY) SURFACES; ALL SURFACE PREP, PRIMING AND PAINTING | 1 | LUMP SUM |
| 099113/06 | PROPER AND LEGAL DISPOSAL PAINT CHIPS/FLAKES AND OTHER DEBR/ | 1 | LUMP SUM |
| 264200/01 | CATHODIC PROTECTION | 1 | LUMP SUM |
| 264200/02 | SERVICE AGREEMENT | 1 | LUMP SUM |

TOTAL BASE BID PRICE

| ENGINEERS ESTIMATE | | TECORP, INC | | JETCO, LTD. | | ERA VALDIVIA, INC. | | AMCOAT PAINTING, INC. | | MAXCOR, INC. | | LC UNITED PAINTING | |
|--------------------|---------------|---------------|---------------|---------------|---------------|--------------------|---------------|-----------------------|---------------|---------------|---------------|--------------------|---------------|
| UNIT PRICE | PRICE | UNIT PRICE | PRICE | UNIT PRICE | PRICE | UNIT PRICE | PRICE | UNIT PRICE | PRICE | UNIT PRICE | PRICE | UNIT PRICE | PRICE |
| \$ 55.00 | \$ 5,500.00 | \$ 45.00 | \$ 4,500.00 | \$ 10.00 | \$ 1,000.00 | \$ 85.00 | \$ 8,500.00 | \$ 25.00 | \$ 2,500.00 | \$ 35.00 | \$ 3,500.00 | \$ 50.00 | \$ 5,000.00 |
| \$ 150.00 | \$ 7,500.00 | \$ 20.00 | \$ 1,000.00 | \$ 10.00 | \$ 500.00 | \$ 35.00 | \$ 1,750.00 | \$ 20.00 | \$ 1,000.00 | \$ 25.00 | \$ 1,250.00 | \$ 20.00 | \$ 1,000.00 |
| \$ 1,200.00 | \$ 1,200.00 | \$ 800.00 | \$ 800.00 | \$ 250.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 2,200.00 | \$ 2,200.00 | \$ 1,400.00 | \$ 1,400.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 |
| \$ 10,000.00 | \$ 10,000.00 | \$ 6,800.00 | \$ 6,800.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 6,800.00 | \$ 7,000.00 | \$ 7,000.00 | \$ 6,500.00 | \$ 6,500.00 | \$ 6,500.00 |
| \$ 15,000.00 | \$ 15,000.00 | \$ 9,800.00 | \$ 9,800.00 | \$ 3,940.00 | \$ 3,940.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 3,800.00 | \$ 3,800.00 | \$ 6,500.00 | \$ 6,500.00 | \$ 6,500.00 | \$ 6,500.00 |
| \$ 10,000.00 | \$ 10,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 11,180.00 | \$ 11,180.00 | \$ 18,000.00 | \$ 18,000.00 | \$ 8,800.00 | \$ 8,800.00 | \$ 13,900.00 | \$ 13,900.00 | \$ 16,000.00 | \$ 16,000.00 |
| \$ 3,000.00 | \$ 3,000.00 | \$ 3,500.00 | \$ 3,500.00 | \$ 6,580.00 | \$ 6,580.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 11,000.00 | \$ 11,000.00 | \$ 12,500.00 | \$ 12,500.00 | \$ 19,000.00 | \$ 19,000.00 |
| \$ 200,000.00 | \$ 200,000.00 | \$ 112,000.00 | \$ 112,000.00 | \$ 178,650.00 | \$ 178,650.00 | \$ 155,000.00 | \$ 155,000.00 | \$ 140,030.00 | \$ 140,030.00 | \$ 163,000.00 | \$ 163,000.00 | \$ 340,000.00 | \$ 340,000.00 |
| \$ 25,000.00 | \$ 25,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 19,840.00 | \$ 19,840.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 28,400.00 | \$ 28,400.00 | \$ 19,300.00 | \$ 19,300.00 | \$ 15,000.00 | \$ 15,000.00 |
| \$ 75,000.00 | \$ 75,000.00 | \$ 105,000.00 | \$ 105,000.00 | \$ 57,200.00 | \$ 57,200.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 88,000.00 | \$ 88,000.00 | \$ 161,000.00 | \$ 161,000.00 | \$ 40,000.00 | \$ 40,000.00 |
| \$ 250,000.00 | \$ 250,000.00 | \$ 112,000.00 | \$ 112,000.00 | \$ 97,940.00 | \$ 97,940.00 | \$ 90,000.00 | \$ 90,000.00 | \$ 102,300.00 | \$ 102,300.00 | \$ 94,000.00 | \$ 94,000.00 | \$ 109,000.00 | \$ 109,000.00 |
| \$ 100,000.00 | \$ 100,000.00 | \$ 45,000.00 | \$ 45,000.00 | \$ 72,730.00 | \$ 72,730.00 | \$ 70,000.00 | \$ 70,000.00 | \$ 173,900.00 | \$ 173,900.00 | \$ 87,200.00 | \$ 87,200.00 | \$ 84,000.00 | \$ 84,000.00 |
| \$ 30,000.00 | \$ 30,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 13,825.00 | \$ 13,825.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 16,200.00 | \$ 16,200.00 | \$ 19,300.00 | \$ 19,300.00 | \$ 14,000.00 | \$ 14,000.00 |
| \$ 13,200.00 | \$ 13,200.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 17,370.00 | \$ 17,370.00 | \$ 14,000.00 | \$ 14,000.00 | \$ 15,870.00 | \$ 15,870.00 | \$ 15,600.00 | \$ 15,600.00 | \$ 16,000.00 | \$ 16,000.00 |
| \$ 1,500.00 | \$ 1,500.00 | \$ 1,500.00 | \$ 1,500.00 | \$ 630.00 | \$ 630.00 | \$ 700.00 | \$ 700.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 1,900.00 | \$ 1,900.00 | \$ 6,000.00 | \$ 6,000.00 |

TOTAL BASE BID PRICE

\$ 746,900.00 \$ 450,900.00 \$ 485,635.00 \$ 498,950.00 \$ 601,800.00 \$ 607,350.00 \$ 679,000.00

| | | | |
|-----------|--|---|----------|
| 055213/05 | REPLACE EXISTING SUMP PIT METAL GRATING | 1 | LUMP SUM |
| 055213/06 | INSTALL NEW CONCRETE FLOOR SLAB IN INTERIOR ACCESS BASE CONE | 1 | LUMP SUM |
| 055213/07 | PROVIDE NEW EXTERIOR METAL STEP TO BASE CONE | 1 | LUMP SUM |
| 055213/08 | INSTALL (3) 5KW ELECTRIC UNIT HEATERS IN BASE CONE | 3 | LUMP SUM |
| 099113/07 | REMOVE AND REPLACE EXISTING 67TH STREET TANK LOGOS | 1 | LUMP SUM |

TOTAL BASE BID PRICE

\$ 5,500.00 \$ 5,500.00 \$ 2,500.00 \$ 2,500.00 \$ 1,980.00 \$ 1,980.00 \$ 6,270.00 \$ 6,270.00 \$ 2,200.00 \$ 2,200.00 \$ 3,300.00 \$ 3,300.00 \$ 9,000.00 \$ 9,000.00

\$ 10,000.00 \$ 10,000.00 \$ 8,500.00 \$ 8,500.00 \$ 5,200.00 \$ 5,200.00 \$ 15,000.00 \$ 15,000.00 \$ 6,400.00 \$ 6,400.00 \$ 18,800.00 \$ 18,800.00 \$ 14,000.00 \$ 14,000.00

\$ 1,500.00 \$ 1,500.00 \$ 800.00 \$ 800.00 \$ 500.00 \$ 500.00 \$ 700.00 \$ 700.00 \$ 1,800.00 \$ 1,800.00 \$ 2,000.00 \$ 2,000.00 \$ 6,000.00 \$ 6,000.00

\$ 7,500.00 \$ 7,500.00 \$ 8,000.00 \$ 8,000.00 \$ 6,000.00 \$ 6,000.00 \$ 4,000.00 \$ 4,000.00 \$ 2,400.00 \$ 2,400.00 \$ 7,500.00 \$ 7,500.00 \$ 6,000.00 \$ 6,000.00

\$ 25,000.00 \$ 25,000.00 \$ 35,000.00 \$ 35,000.00 \$ 35,000.00 \$ 35,000.00 \$ 18,000.00 \$ 18,000.00 \$ 19,740.00 \$ 19,740.00 \$ 24,300.00 \$ 24,300.00 \$ 18,000.00 \$ 18,000.00

\$ 49,500.00 \$ 54,800.00 \$ 50,680.00 \$ 43,970.00 \$ 32,640.00 \$ 55,900.00 \$ 53,000.00

TOTAL BASE BID AND ALTERNATE BID PRICE

\$ 796,400.00 \$ 505,700.00 \$ 536,315.00 \$ 542,920.00 \$ 634,440.00 \$ 663,250.00 \$ 732,000.00

AS CORRECTED BY CBBEL

BID FORM

SECTION 00 41 43

TO: VILLAGE OF WILLOWBROOK
835 MIDWAY DRIVE
WILLOWBROOK, IL 60527

PROJECT: 500,000 GALLON VILLAGE HALL SPHEROID HIGH TANK PAINTING AND REHABILITATION PROJECT

ACKNOWLEDGMENTS: The undersigned has received the Contract Documents entitled: "500,000 GALLON VILLAGE HALL SPHEROID HIGH TANK PAINTING AND REHABILITATION PROJECT" and the following addenda to these documents:

| | |
|--------------------|---------------|
| Addendum No. 1 | Dated 1/23/17 |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |

All provisions of the Contract Documents and the addenda have been included in the Proposal submitted by the undersigned. The undersigned has carefully examined all of the Contract Documents and the sites and submits the following Proposal:

AGREEMENT: In submitting this Proposal, the undersigned agrees and/or understands:

1. Bids are to be held for 45 days with a "Notice of Award" expected to be issued to the apparent successful bidder within 60 days after the bid opening.
2. The prices in this bid have been arrived at independently, without consultation, communication or agreement, as to any matter relating to such prices with any other bidder or with any competitor and this Bid is in all respects fair and without collusion or fraud. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed and will not knowingly be disclosed prior to opening directly or indirectly to any other bidder or to any competitor. No attempt has been made nor will be made by the undersigned to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
3. To enter into and execute the Contract and furnish the properly executed bonds and insurance certificates within the time and with the forms and in the amounts required by the Contract Documents if the award is made to the undersigned.
4. To accomplish the Work strictly in accordance with the Contract Documents.
5. To complete all Work within the time periods specified and after Notice to Proceed is received. The Bidder, in submitting a bid offer, accepts the specified Contract Time for performing the Work. Completion of Work shall be in accordance with the phased construction schedule. Contractor shall submit with the Bid a copy of the proposed construction schedule. Contractor shall comply with the applicable requirements of Section 00 72 43 regarding the construction schedule.
6. The undersigned warrants that he/she has carefully examined the sites of the Work and all Contract Documents, that he/she is fully aware and knows of the character of the material, that he/she is fully satisfied as to the conditions to be encountered overhead, on the surface and in the spaces, and of the character, quality and quantities of Work to be performed and materials to be furnished, and the requirements of the Contract Documents. Furthermore, the undersigned has based the within Contract prices on his/her own independent examination in performing the Work and has not relied upon any information furnished to him/her by the Owner, any agent, servant or employee of the Owner. The undersigned agrees to assume all risks arising from any deficiencies in the Drawings, Specifications, or other Contract Documents and

BID FORM

will make no claim against the **Owner** because of any such alleged deficiency or alleged breach of warranty by the **Owner**. The undersigned further assumes all risks of any unforeseen conditions to be incurred in performing the Work, either overhead, on the surface, or in spaces, and has taken these risks into consideration in preparing his/her Bid. The undersigned further warrants that he/she will perform such additional and/or corrective Work as may be required in order to insure that the Work performs its intended function satisfactorily, for the prices set forth in his/her proposal and at no additional cost to the **Owner**.

7. Before submitting this Proposal, the undersigned confirms that he/she has available the equipment, forces and materials necessary to perform the Work and made all necessary arrangements to insure that such equipment and materials be delivered to the site at such time as will enable him/her to perform all obligations of the Contract within the Construction Time herein stated. Furthermore, the undersigned also confirms that he/she has contacted the manufacturers and/or suppliers of the equipment and materials necessary to perform the Work and made all necessary arrangements to insure that such equipment and materials be delivered to the site at such time as will enable him/her to perform all obligations of the Contract within the Construction Time herein stated.
8. Accompanying this proposal is a Bid Bond complying with the provisions herein stated.
9. If this proposal is accepted and the undersigned fails to execute a contract and provide the bonds and certificate of insurance, as required, it is hereby agreed that the Bid Security shall be forfeited to the **Village of Willowbrook**, not as a penalty, but as liquidated damages.
10. Each pay item listed in the Bidding Schedule and in the Schedule of Prices shall have a unit price or lump sum price and a total price.
11. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
12. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
13. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
14. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the **State of Illinois**, nor has the firm made an omission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of the State laws prohibiting bid-rigging or bid-rotating.

NOTE: **Bidders shall submit a price for each Item in the Bidding Schedule and in the Schedule of Prices. Failure to do so may result in rejection of the Proposal. The completed Bidding Schedule included in this Section shall accompany the Bid Proposal.**

BID FORM**BIDDING SCHEDULE:**

The undersigned, having carefully examined all of the Contract Documents for the "500,000 Gallon Village Hall Spheroid High Tank Painting and Rehabilitation Project" as well as the site of the Work and all conditions affecting the Work, including adjacent surroundings, shall furnish all services, labor, equipment and materials necessary and to complete all the Work for the prices set forth in the following Schedule:

BASE BID

| Item No. | Description | Unit | Qty. | Unit Cost | Cost |
|-----------------------|--|--------|------|------------|-------------------|
| 05 50 00/01 | Continuous Seal Weld Repairs | LIN FT | 100 | 45.00 | 4,500.00 |
| 05 50 00/02 | Interior Pit Weld Repairs | EACH | 50 | 20.00 | 1,000.00 |
| 05 50 00/03 | Replace Bolts and Gaskets on Manways | LSUM | 1 | 800.00 | 800.00 |
| 05 52 13/01 | Remove and Replace Existing Roof Vent | LSUM | 1 | 6,800.00 | 6,800.00 |
| 05 52 13/02 | Remove and Replace Existing Manway Hatch and Interior Wet Access Hatch | LSUM | 1 | 9,800.00 | 9,800.00 |
| 05 52 13/03 | Installation of New Painters Rail, Safety Grabs and Rigging Couplings | LSUM | 1 | 12,000.00 | 12,000.00 |
| 05 52 13/04 | Repair and Replace Existing Dry Interior Lighting | LSUM | 1 | 3,500.00 | 3,500.00 |
| 09 91 13/01 | Exterior Surfaces; All Surface Preparation, Priming and Painting | LSUM | 1 | 112,000.00 | 112,000.00 |
| 09 91 13/02 | Logos (Exterior) to match 3 MMG Standpipe | LSUM | 1 | 20,000.00 | 20,000.00 |
| 09 91 13/03 | Full Containment (as required) | LSUM | 1 | 105,000.00 | 105,000.00 |
| 09 91 13/04 | Interior (Wet) Coating System | LSUM | 1 | 112,000.00 | 112,000.00 |
| 09 91 13/05 | Interior (Dry) Coating System | LSUM | 1 | 45,000.00 | 45,000.00 |
| 09 91 13/06 | Proper and Legal Disposal of Paint Chips/Flakes and Other Debris | LSUM | 1 | 5,000.00 | 5,000.00 |
| 26 42 00/01 | Cathodic Protection | LSUM | 1 | 12,000.00 | 12,000.00 |
| 26 42 00/02 | Service Agreement | LSUM | 1 | 1,500.00 | 1,500.00 |
| TOTAL BASE BID | | | | | 450,900.00 |

ALTERNATE BID

| Item No. | Description | Unit | Qty. | Unit Cost | Cost |
|----------------------------|--|------|------|-----------|-----------|
| 05 52 13/05 | Replace Existing Sump Pit Metal Grating | LSUM | 1 | 2,500.00 | 2,500.00 |
| 05 52 13/06 | Install New Concrete Floor Slab in Interior Access Base Cone | LSUM | 1 | 8,500.00 | 8,500.00 |
| 05 52 13/07 | Provide New Exterior Metal Step to Base Cone | LSUM | 1 | 800.00 | 800.00 |
| 09 91 13/07 | Remove and Replace Existing 67 th St. Tank Logos | LSUM | 1 | 35,000.00 | 35,000.00 |
| TOTAL ALTERNATE BID | | | | | |

Total Base Bid + Alternate Bid 505,700.00
In Numbers

Total Base Bid + Alternate Bid Five Hundred Five Thousand Seven
In Writing
Hundred Dollars

BID FORM

EXCEPTIONS AND DEVIATIONS

The Bidder shall list herein all exceptions and deviations taken to the Contract Documents by Section and page number. (Use additional sheets if required and state number of sheets).

Exceptions and deviations taken to the Contract Documents are (check one): None (); As Stated Below ()/Sheet of .

Section/Pg. No.

Description of Exception/Deviation

SUBCONTRACTOR LISTING

The following list of subcontractors and class of work performed by each is submitted. Subcontractors are defined as persons, firms or corporations who supply labor and/or materials for work under this Contract.

Subcontractor

Class of Work

BID FORM

BIDDER'S EXPERIENCE/QUALIFICATIONS

To demonstrate the Bidder's experience/qualifications, the Bidder shall list herein at least five (5) similar projects equal or greater in capacity which the Bidder has successfully completed within the past five (5) years.

| <u>Owner</u> <u>Or</u> <u>Municipality</u> | <u>General Project</u> <u>Description</u> | <u>Reference</u> <u>Name and</u> <u>Phone No.</u> | <u>Year</u> <u>Completed</u> |
|--|--|---|---------------------------------|
|--|--|---|---------------------------------|

Please see attached reference list

Note: Bid will be considered "Non-Responsive" if the above experience listing, qualifications and requirements are not fulfilled.

BID FORM

BID CONDITIONS

It is expressly understood and agreed that quantities in the Bidding Schedule for Unit Price Work Items are approximate only, and that payment on the Contract will be made only on the actual quantities of Work complete in place, measured on the basis defined in the Contract Conditions and the Contract Specifications.

The undersigned has carefully checked the above Bidding Schedule against the Contract Drawings and Specifications before preparing this proposal and accepts the items listed in this Bid as substantially correct, both as to classification and amount, and as correctly listing the complete Work to be done in accordance with the Contract Drawings and Specifications.

If this Bid is accepted and the undersigned shall fail to contract as aforesaid and to give the Performance Bond and Payment Bond and to provide all insurance as required by the Contract Documents within 10 days after the date of the award of the Contract, the Owner may, at his/her option, determine that the Bidder has abandoned his/her Contract, and thereupon this Bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Bid shall operate and the same shall be the property of the Owner as liquidated damages.

BID SECURITY

Accompanying this Bid is a Bid Bond
in the amount of 10 % Total Bid Amount Dollars (\$).

Note: a. Insert the words "bid bond" or "cashier's check", or "certified check" as the case may be. In the case where bid security is not required by the contract insert the words "Not Required by Contract".

b. Amount must be equal to at least **ten percent (10%)** of the Total Bid Price. Where an Alternative(s) has been requested, the Bid Security shall be at least ten percent (10%) of the highest aggregate amount whether it be the Total Base Bid Price or the Total Alternative Bid Price.

Attach Bid Security Here

PROPOSAL SIGNATURE:

State of Illinois)
County of Will) ss

Nick Visvardis, being first duly sworn on oath deposes and says that the Bidder on the above Bid is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that his/her deponent is authorized to make them.

Nick Visvardis, also deposes and says that he examined and carefully prepared his/her Bid from the Contract Drawings and Specifications and has checked the same in detail before submitting this Bid, that the statements contained herein are true and correct.

BID FORM

(Fill Out Applicable Paragraph Below)

If Bidder is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone Number: _____

A Corporation

By _____ Tecorp, Inc.
(Corporation Name)

_____ Illinois

(State of Incorporation)

By _____

(Name of Person Authorized to Sign)

President

_____ (Title)

(Corporate Seal)

Attest _____ (SEAL)
(Secretary)

Business address: 2221 Muriel Court
Joliet, Illinois 60433

Phone Number: 815-726-9192

END OF SECTION

AFFIDAVIT OF NON-COLLUSION

SECTION 00 45 19

STATE OF ILLINOIS))
Will)

Nick Visvardis being first duly sworn on oath deposes and states:

- a. That in connection with this procurement,
 - 1. the prices in this Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2. the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening directly or indirectly to any other bidder or to any competitor; and
 - 3. no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- b. The undersigned further states
 - 1. He/She is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he/she has not participated, and will not participate, in any action contrary to (a.1) through (a.3) above; or
 - 2. He/She is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a.1) through (a.3) above, and as their agent does hereby so certify; and (b) he/she has not participated, and will not participate, in any action contrary to (a.2) through (a.3) above.
- c. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the Bidder to receive payment under any award made hereunder.

For Corporation:
(Corporate Seal)

ATTEST:

(Office held in Bidder Organization) President

~~SUBSCRIBED AND SWORN TO before me~~

this 26th day of January

"OFFICIAL SEAL"

CATHERINE B KARANIKOLAS
Notary Public, State of Illinois
My Commission Expires 10/1/2017

Notary Public

END OF SECTION

**BIDDER CERTIFICATION
IN COMPLIANCE WITH ARTICLE 33 E TO THE
"CRIMINAL CODE OF 1961"**

SECTION 00 45 46

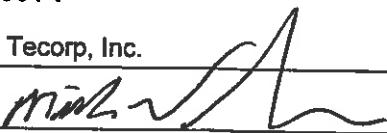
I Nick Visvardis, do hereby certify that:

1. I am President of the Tecorp, Inc.
Position Firm

and have authority to execute this certification on behalf of this firm.

2. This firm is not barred from bidding on this Contract as a result of a violation of either Section 33E-3, Bid-Rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to the "Criminal Code of 1961".

Name of Firm Tecorp, Inc.

Signature 

Title President

Date 1/26/17

Corporate Seal (where appropriate)

On this 26th day of January, 2017, before me appeared
(Name) Nick Visvardis to me personally known, who, being duly
sworn, did execute the foregoing affidavit, and did state that he or she was properly
authorized by (Name of Firm) Tecorp, Inc. to execute the
affidavit and did so as his or her free act and deed.

Notary Public  Commission Expires 10/1/17

Notary Seal



END OF SECTION

Tecorp References

| Class of Work | When Completed | Name and Address of Owner or Engineer | Price |
|---|----------------|---|---------|
| City of Crystal Lake, Illinois 200,000 Gallon Double Ellipse Tank Painting | 11-16 | Andrew Resek City of Crystal Lake 100 W. Woodstock Street Crystal Lake, IL 60014 Dixon Engineering 1104 3rd. Avenue Lake Odessa, Michigan 48849 | 489,024 |
| Wasco Sanitary District Elevated Tank Rehabilitation Project | 08-16 | Wasco Sanitary District 40W250 LaFox Road St. Charles, Illinois 60175 Greg Chismark, P.E. Willis Burke Kelsey Associates 116 West Main Street St. Charles, Illinois 60174 | 639,825 |
| 2,000,000 Gallon Ground Storage Reservoir Repaint SLM Water Commission | 06-16 | SLM Water Commission 5627 Highbanks Road Mascoutah, Illinois 62258 Roger Mensing, P.E. Curry & Associates, Inc. 243 East Elm Street Nashville, Illinois 62262 | 295,000 |
| Village of Arlington Heights Repainting the Interior of a 1,000,000 Gallon Reservoir | 10-15 | Village of Arlington Heights Mr. Jeff Musinski Utilities Superintendent 222 North Ridge Road Arlington Heights, IL 60005 Dixon Engineering 1104 3rd. Avenue Lake Odessa, Michigan 48849 | 155,900 |
| Village of Beckemeyer, IL Coating of interior of 150,000 Gallon elevated spheroid 135' Tall | 8-15 | HMG Engineers, Inc. Scott Kaulng 618-594-3711 ext 113 | 93,000 |
| City of Amboy, IL Painting of the interior and exterior of the elevated water storage tank. 140' Tall | 7-15 | Willet Hofmann & Associates Michael P. Long, E.I. T: (815) 284-3381 F: (815) 284-3385 809 East 2nd Street Dixon, IL 61021-0367 | 191,900 |
| Village of Coal Valley, Il Well #2 Painting and Repairs 1 Elevated spheroid and 2 ground storage tanks) | 4-15 | MISSMAN, INC. Scott Kammerman P.O. Box 6040 Rock Island, IL 61204-6040 (309) 283-1583 | 377,400 |

| | | | |
|--|-------|---|---------|
| Elevated 100' Tall | | | |
| Village of Matteson Repainting (2) 500MG Elevated Water Storage Tanks 150' Tall | 07-15 | Robinson Engineering, Ltd. Tom Nagle 10045 West Lincoln Highway Frankfort, IL 60423 phone 708-210-5687 fax 708-225-8287 | 645,082 |
| Village of New Lenox 2.0MG Standpipe Repainting Project 136' Tall | 11-15 | Village of New Lenox 1 Veterans Parkway New Lenox, IL 60451 Dixon Engineering 1104 3rd. Avenue Lake Odessa, Michigan 48849 | 648,000 |
| City of Columbus 10MG Ground Storage Tank Repainting Project | 12-14 | City of Columbus 910 Dublin Road Columbus, OH 43215 David Finney, P.E. 614.645.1726 | 959,200 |
| City of Carlyle 1MG Ground Storage Reservoir Repaint | 09-14 | City of Carlyle 850 Franklin St Carlyle, IL 62231 HMG Engineers Scott Kauling 1075 Lake Rd Carlyle, IL 62231 | 321,435 |
| City of Crystal Lake, Illinois (2) 1.5MG Ground Storage Reservoir Repaint | 07-14 | City of Crystal Lake 100 W. Woodstock Street Crystal Lake, IL 60014 Dixon Engineering 1104 3rd. Avenue Lake Odessa, Michigan 48849 | 710,640 |
| City of Jacksonville Repaint 1.6MG Sludge Tank | 11-13 | Matthew Hardy Benton & Associates 1970 West Lafayette Ave. Jacksonville, IL 62650 | 359,630 |
| County of DuPage Painting of 5 Elevated Water Storage Tanks Tanks Height form 130'-165' | 10-13 | Jim Joers DuPage County Water Division 17W440 North Frontage Road Darien, IL 60561 | 933,000 |
| Village of Flanagan Elevated Water Storage Tank Rehabilitation Tank Height 135' | 09-13 | Farnsworth Group Joe Mikulecky 301 W. Washington St. Pontiac, IL 61764 (815) 844-5571 | 323,000 |
| City of Lockport Repainting 2.5MG Ground Storage Reservoir | 07-13 | Robinson Engineering, Ltd. Tom Nagle 10045 West Lincoln Highway Frankfort, IL 60423 phone 708-210-5687 fax 708-225-8287 | 482,500 |

| | | | |
|---|-------|---|---------|
| | | | |
| City of Geneva Painting of 500,000 Gallon Spheroid & 750,000 Gallon Spheroid | 10-13 | Bob Van Gyseghem City of Geneva 1800 South Street Geneva, IL 60134 | 346,000 |
| City of Crystal Lake, Illinois 2,500,000 Gallon Reservoir Repaint and Repair | 11-12 | City of Crystal Lake 100 W. Woodstock Street Crystal Lake, IL 60014 Dixon Engineering 1104 3rd. Avenue Lake Odessa, Michigan 48849 | 770,728 |
| 2MG & 3MG Concrete Storage Reservoir Cleaning & Re-Coating | 11-12 | Robinson Engineering, Ltd. Jennifer Prinz 10045 West Lincoln Highway Frankfort, IL 60423 phone 708-210-5687 fax 708-225-8287 | 215,400 |
| Calumet City, Illinois 1.25 MG elevated tank interior and exterior painting, 1 MG elevated tank interior and exterior painting | 10-12 | Robinson Engineering, Ltd. Jennifer Prinz 10045 West Lincoln Highway Frankfort, IL 60423 phone 708-210-5687 fax 708-225-8287 | 970,000 |
| Village of Odell | 9-12 | Andrew Engineering Mike Friend 215 West Washington Street Pontiac, IL 61764 | 205,000 |
| Village of Wapella- 150,000 Gallon elevated Tank Painting | 7-12 | Farnsworth Group Joe Mikulecky 301 W. Washington St. Pontiac, IL 61764 (815) 844-5571 | 115,000 |
| Village of Princeville- Elevated Tank Painting | 7-12 | Bruner, Cooper, & Zuck Steve Blust 188 East Simmons St. Galesburg, IL 61401 | 198,100 |
| Village of Ashkum- 150,000 Gallon elevated Tank Painting | 7-12 | Farnsworth Group Joe Mikulecky 301 W. Washington St. Pontiac, IL 61764 (815) 844-5571 | 198,100 |
| Painting for FY 2011 | 4-12 | Lake County Public Works Phil Spoeck 650 West Winchester Road Libertyville, IL 60048 (847) 377-7500 | 176,333 |
| Secondary Digester Cleaning & Painting | 1-12 | Bloomington & Normal WRD Farnsworth Group Joe Mikulecky 301 W. Washington St. Pontiac, IL 61764 (815) 844-5571 | 381,397 |

| | | | |
|---|-------|---|---------|
| 500,000 Gallon Hydropillar Exterior Recoating | 11-11 | Village of Grayslake Chuck Bodden 10 South Seymour Grayslake, IL 60030 | 119,000 |
| Existing 150,000 Gallon spheroid Tank Painting & Upgrades | 10-11 | Village of Hopkins Park 13080 East Central Street Pembroke Township, Illinois 60958 Tyson Engineering Neil Piggush 367 South Schuyler Kankakee, IL 60901 (815) 932-7406 | 324,000 |
| 2011 Water Tower Exterior Overcoat on Two 1,000,000 Gallon Spheroids/ Interior Coating of One 1,000,000 Gallon Spheroid | 08-11 | City of Morris 700 North Division St. Morris, IL 60547 Chamlin & Associates Guy Christensen 221 W. Washington Morris, Illinois 60450 (815) 942-1402 | 263,700 |
| Painting the West Tower 250,000 Gallon Spheroid High Tank | 08-11 | Village of Dwight Kevin McNamara 209 S. Prairie Avenue Dwight, IL 60420 (815) 584-3077 | 235,000 |
| Rehabilitation of Surge Tanks | 04-11 | North Shore Sanitary District 750 William Koespel Drive Gurnee, IL 60431 Rezek, Henry, Meisenheimer, and Gendi 847-362-5959 | 348,000 |
| Interior and Exterior Coating of 1.6MG Standpipe | 11-10 | Village of Lombard Angela Podesta 630-620-5740 | 370,000 |
| Exterior Surface Preparation and Coating of 4MG Tank | 11-10 | City of Springfield Todd La Fountain 217-757-8630 ext. 1702 | 350,000 |
| Interior Coating of 1,000, 000 Gallon Elevated Tank | 9-10 | Chamlin & Associates 221 W. Washington Morris, Illinois 60450 | 115,000 |
| Interior and Exterior Coating of Elevated Tank | 6-10 | Sangamon Valley Public water District Kerry Gifford 217-586-2534 | 160,000 |
| 500,000 Gallon Elevated Tank | 5-10 | Village of Roselle Robert Burns 630-671-2365 | 165,000 |
| Sealing of 3 Wastewater Tanks | 1-10 | Caterpillar Mike Friend 815-842-1232 | 90,000 |
| 500,000 Gallon Elevated Tank Painting | 11-09 | City of Elmhurst 209N. York Road Elmhurst, IL 60126 | 76,000 |
| Rehabilitation of 1,25 MG Reservoir | 8-09 | Village of Palatine AB&H Donahue Craig Brunner, PE | 670,000 |

| | | | |
|---|-------|--|---------|
| | | 312-236-9147 | |
| Interior and Exterior Coating of 300,000 gallon Elevated | 5-09 | McClure Engineering 815-982-2332 | 150,000 |
| Exterior Coating of 2 tanks | 7-08 | Aqua Water David Cronk 217-443-8538 | 58,000 |
| Interior coating of 500,000 Gallon elevated Tank | 11-08 | Village of Glendale Heights Christopher Burke Engineering Dan Crosson 847-823-0500 | 178,000 |
| Rock River Water Reclamation District Lining of Whey tank | 9-07 | Rock River Water Reclamation District | 68,000 |
| Village of Rolling Meadows Interior and Exterior Coating of (2)1,000,000 Million Gallon Ground Storage Reservoir and Interior and Exterior Coating of 750,000 gallon Standpipe | 07-07 | City of Rolling Meadows 3900 Berdnick Street Rolling Meadows, IL. 60008 | 512,000 |
| Interior and Exterior Coating of 1,000,000 Million Gallon Ground Storage Reservoir Interior coating of 500,000 Gallon elevated Tank | 9-06 | Village of Glendale Heights Christopher Burke Engineering Dan Crosson 847-823-0500 | 325,000 |
| Interior and Exterior Coating of 1,000,000 Million Gallon Ground Storage Reservoir | 10/04 | City of Rosemont Christopher Burke Engineering 847-823-0500 | 212,000 |
| Interior and Exterior Coating of 3 Water Storage tanks | 3/03 | Argonne National Laboratory 7600 Cass Ave. Argonne , Illinois Phil Rash | 948,000 |
| Interior and Exterior Coating of 3,000,000 Million Gallon Ground Storage Reservoir | 11/02 | City of Northlake 55 E North Ave. Northlake, IL. 60164 Christopher Burke Engineering 847-823-0500 | 760,000 |
| Interior and Exterior Coating of 1,000,000 gallon Tank | 11/02 | City of Northlake 55 E North Ave. Northlake, IL. 60164 Christopher Burke Engineering 847-823-0500 | 220,000 |
| Interior Coating of 3 ground Storage Reservoirs | 4/02 | City of Harvey Robinson Engineering | 540,000 |

6. All proposed interior lighting shall be replaced by new in kind LED light fixtures including the interior flood lights.
7. Add the following line item to the Alternate Bid:

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT COST | COST |
|-------------|---|----------|------------|------------|
| 05 52 13/08 | Install three (3) 5 kW electric unit heaters in base cone | LSUM | \$1,000.00 | \$3,000.00 |

As part of the Alternate Bid the Contractor shall provide and install three (3) horizontally mounted, 5 kW, 240V rated unit heaters mounted at 15'-0" above grade in the tank base cone. The units will be uni-strut mounted and equally spaced around diameter of tank. Contractor to provide all wiring, conduit, circuit breakers and electrical connections to existing panels for complete and operational units.

8. Replaced Specification Section as shown in Specifications Section 09 91 13, 113.05(D) and (E).

END OF ADDENDUM NO. 1

Village of Willowbrook

500,000 Gallon Village Hall Spheroid High Tank Painting and Rehabilitation
(CBBEL Project No. 16-0507)

ADDENDUM NO. 1

I acknowledge the receipt of Addendum No. 1 for the above referenced project:

Signed:



Name _____

TECORP INC
Name of Company

1-24-17
Date

GAH/pjb

N:\Willowbrook\160507\Admin\A1.012317.doc

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Tecorp, Inc.

2221 Muriel Ct.

Joliet, IL 60433

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

175 Berkeley Street

Boston, MA 02116

Mailing Address for Notices

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

OWNER:

(Name, legal status and address)

Village of Willowbrook

835 Midway Drive

Willowbrook, IL 60527

Same as above

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

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

500,000 Gallon Village Hall Spheroid High Tank Painting and Rehabilitation Project

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

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

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

Signed and sealed this 26th day of January, 2017.

(Witness)

Tecorp, Inc.

(Principal)

(Seal)

By:

(Title) President

(Witness)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

By:

(Title) Amy E. Callahan, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

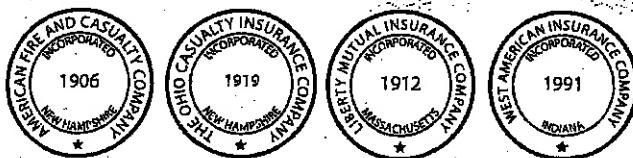
Certificate No. 7063955

American Fire and Casualty Company
The Ohio Casualty Insurance CompanyLiberty Mutual Insurance Company
West American Insurance Company**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy E. Callahan; Peter S. Forker

all of the city of Itasca, state of IL _____ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of July 2015



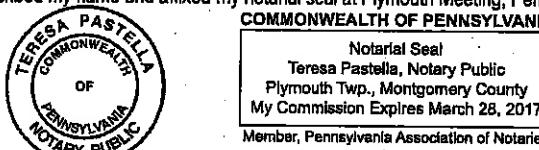
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF MONTGOMERY

On this 22nd day of July 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

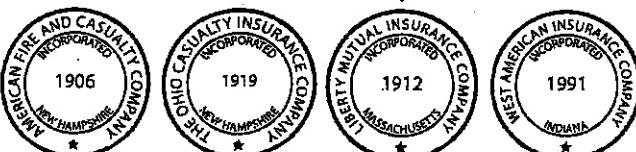
Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of January, 2017.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary



To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

MUNICIPAL SERVICES COMMITTEE MEETING

AGENDA ITEM SUMMARY SHEET

AGENDA ITEM DESCRIPTION

DISCUSSION – Professional Services for Construction Observation, Village Hall Water Tank Painting and Rehabilitation Project – CBBEL Proposal

COMMITTEE REVIEW

- Finance/Administration
- Municipal Services
- Public Safety

Meeting Date:

February 13, 2017

- Discussion Only
- Approval of Staff Recommendation (for consideration by Village Board at a later date)
- Seeking Feedback
- Approval of Staff Recommendation (for immediate consideration by Village Board)
- Regular Report
- Report/documents requested by Committee

BACKGROUND

At tonight's Village Board meeting, a resolution will be considered to accept the low bid and authorize the issuance of a Notice of Award to complete the painting and rehabilitation of the Village Hall 500,000-gallon spheroid water tower located within the municipal complex.

REQUEST FOR FEEDBACK

As part of the completion of this project, shop drawings must be reviewed by the Village Engineering Consultant and the actual work will be monitored by a part-time Resident Engineer (RE) for the full project duration.

Staff requested a proposal for professional engineering services from Christopher B. Burke Engineering, Ltd. (CBBEL) to complete this work. CBBEL offered an estimated fee of \$19,000, which is the same amount they offered in the spring of 2015 to complete the construction observation of the 67th Street tank.

The Proposal, General Terms and Conditions, and First Amendment to the General Terms and Conditions for this project have been reviewed and approved by the Village Attorney.

STAFF RECOMMENDATION

Staff recommends that the CBBEL proposal be accepted. This item will also be considered at this evening's Board meeting.



RECEIVED

JAN 25 2017

VILLAGE OF
WILLOWBROOK

CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

January 24, 2017

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Mr. Tim Halik
Village Administrator

Subject: Proposal for Professional Engineering Services for Construction Observation
of the 500,000 Gallon Village Hall Spheroid High Tank Painting and
Rehabilitation Project

Dear Mr. Halik:

In response to the Village's request, Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services for construction observation of the 500,000 Gallon Village Hall Spheroid High Tank Painting and Rehabilitation Project. Included below is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands the Village is looking for a proposal for the construction observation of the painting and rehabilitation of the 500,000 gallon Village Hall spheroid high tank.

It is our understanding that the construction observation services related to the 500,000 gallon Village Hall spheroid high tank painting and rehabilitation project will consist of contract administration, shop drawing review, construction coordination, and painting and welding inspection services. The project is scheduled for a January 26, 2017 bid and is scheduled to begin construction in early spring of 2017.

CBBEL has developed the following Scope of Services consistent with the Understanding of the Assignment identified above.

SCOPE OF SERVICES

The Scope of Services was prepared based on our knowledge of the Project and the procedures and requirements for similar projects in which CBBEL has undertaken. The project includes the following identified tasks:

Construction Observation Services Related to the Painting and Rehabilitation of the 500,000 Gallon Village Hall Spheroid High Tank

- Task 1: Contract Administration
- Task 2: Shop Drawing Review
- Task 3: Construction Observation Services

Task 1- Contract Administration: Under this task CBBEL will provide the preparation of a Notice of Award, a Notice to Proceed and coordinate a preconstruction conference with all parties involved. We will prepare payment requisitions and change orders for the Village's approval. CBBEL will review applications for payment with the Contractor for compliance with established procedures for their submission and forward them with recommendations to the Village for processing.

CBBEL will review Contractor's construction schedule and sequence(s); listing of materials and equipment submittals; general correspondence procedures; site access; staging areas required; traffic control; subcontractors; and submittals for payment. Shop drawing review procedures will also be discussed during the preconstruction conference and in particular, the Contractor will be advised that material and equipment is not to be installed prior to completion of the shop drawing review process.

Task 2 – Shop Drawing Review: Under this task we will provide services related to reviewing information and data submitted by the Contractor. Services will include the following:

- Log all Contractor data received and maintain a log book of shop drawings and submissions so as to track the status of submittals.
- Review Contractor's submittals for compliance with the intent of the Contract Documents.
- Prepare shop drawing review correspondence providing Contractor with our review comments and if submittals comply with intent of Contract Documents.
- Notify the Village of deficiencies, deviations of substitutions. With the notification, provide the Village with an opinion for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
- Advise the Village when disapprovals may be necessary due to failing to conform to the Contract Documents.
- Provide office support to the Resident Engineer related to interpretation of Contract Documents.
- Maintain office files of project correspondence.

Task 3 – Construction Observation Services: Under this task CBBEL will provide a part-time (8 hours/week for 16 weeks) Resident Engineer (RE) who will perform the following duties along with third party inspection services provided by our NACE certified inspection firm, Nelson Tank Engineering and Consulting (NTEC):

- When present on site, observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The Resident Engineer will keep the Village informed of the progress of the work.

- Provide third party painting and welding inspections at various milestones throughout the project.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Attend construction conferences. Maintain and circulate copies of meeting notes.
- Provide clarification(s) related to the intent of the Contract Documents.
- Review the Contractor's schedule at construction conferences, and compare actual progress of work to Contractor's proposed construction schedule.
- Review Contractor's procedure for maintaining record drawings and field changes which may occur during the course of work.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original Contract Documents including all addenda, change order 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 a field diary.
- For days in which the RE is present on site, keep a 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.
- Prior to final walk through, submit to the Contractor a list of observed items (punch list) requiring correction.
- Verify that punch list items have been addressed and corrections have been made.
- Coordinate and conduct the final walk through with the Village, prepare a final punch list (if required).
- Verify that all the items on the final punch list have been corrected and make recommendations to the Village concerning acceptance of the project.
- Except upon written instructions of the Village, the Resident Engineer 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 of their obligations.

ESTIMATE OF FEE

| TASK | FEE |
|----------------------------|-----------------|
| 1 Contract Administration | \$1,500 |
| 2 Shop Drawing Review | \$1,800 |
| 3 Construction Observation | \$15,700 |
| TOTAL | \$19,000 |

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the fee estimate. These General

Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

We trust that the attached material will demonstrate our understanding and expertise to perform the upcoming assignment. We appreciate the opportunity to submit our proposal for the study and look forward to working with the Village on this important project.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. If you have any questions, please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

GAH/pjb

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS & CONDITIONS
ACCEPTED FOR THE VILLAGE OF WILLOWBROOK

BY: _____

TITLE: _____

DATE: _____

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CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2015

| <u>Personnel</u> | <u>Charges*</u> <u>(\$/Hr)</u> |
|--|-----------------------------------|
| Principal | 257 |
| Engineer VI | 225 |
| Engineer V | 185 |
| Engineer IV | 148 |
| Engineer III | 134 |
| Engineer I/II | 106 |
| Survey V | 207 |
| Survey IV | 175 |
| Survey III | 149 |
| Survey II | 108 |
| Survey I | 84 |
| Engineering Technician V | 175 |
| Engineering Technician IV | 142 |
| Engineering Technician III | 127 |
| Engineering Technician I/II | 111 |
| CAD Manager | 154 |
| Assistant CAD Manager | 135 |
| CAD II | 134 |
| CAD I | 105 |
| GIS Specialist III | 128 |
| GIS Specialist I/II | 71 |
| Landscape Architect | 148 |
| Environmental Resource Specialist V | 189 |
| Environmental Resource Specialist IV | 146 |
| Environmental Resource Specialist III | 122 |
| Environmental Resource Specialist I/II | 100 |
| Environmental Resource Technician | 96 |
| Administrative | 95 |
| Engineering Intern | 57 |
| Information Technician III | 113 |
| Information Technician I/II | 104 |

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2015.

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 PROFESSIONAL
ENGINEERING SERVICES FOR CONSTRUCTION OBSERVATION OF THE PAINTING
OF THE VILLAGE HALL 500,000 GALLON SPHEROID HIGH TANK**

That certain Agreement by and between CHRISTOPHER B. BURKE ENGINEERING, LTD. (the "Engineer") and THE VILLAGE OF WILLOWBROOK (the "Client"), to provide professional engineering services to The Village of Willowbrook in connection with the professional engineering services for Construction Observation of the painting of the Village Hall 500,000 gallon spheroid high tank, is hereby amended, by amending the "Christopher B. Burke Engineering, Ltd. General Terms and Conditions" as hereinafter set forth:

1. Paragraph 9, entitled "Compliance with Laws" of the General Conditions is hereby amended by deleting, in its entirety, the second paragraph therein.

2. 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.

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

4. 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.

5. 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.

6. The remaining provisions of the General Terms and Conditions, unamended by this First Amendment to the 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
THE VILLAGE OF WILLOWBROOK

By: _____
Frank Trilla, Mayor

Date: _____

ATTEST:

Village Clerk

READ, APPROVED AND AGREED
**CHRISTOPHER B. BURKE ENGINEERING,
LTD.**

By: _____
Christopher B. Burke, President

Date: _____

ATTEST:

RECEIVED

FEB - 8 2017

VILLAGE OF
WILLOWBROOK

WILLOWBROOK POLICE FACILITY RENOVATION

Monthly Progress Report
February 8, 2017



VILLAGE OF WILLOWBROOK PROGRESS REPORT

DATE: FEBRUARY 8, 2017

KEY ACCOMPLISHMENTS

- Raths, Raths & Johnson have prepared a design for the 9-11 artifact.
- ETI (local welding school) is reviewing and has offered to provide the materials and labor to construct the structure to display the artifact in the Lobby of the Police Station.
- Rough framing, electrical and fascia inspections were approved.
- RTUs have been reset on the roof.
- Masonry is nearly complete, brick veneer and stone has been washed.

BUDGET

| Contractor | Approved Contract Amount | Spent to Date |
|----------------------------|--------------------------|----------------|
| U Morse | \$3,152,000 | \$1,371,776.70 |
| TSC (Geotechnical Testing) | TBD (~\$5,700) | \$3,632.13 |
| Reike (Furniture) | \$141,865 | - |

SCHEDULE



UPCOMING ACTIVITIES (2-4 WKS)

- ComEd transformer installation is anticipated to be completed by 2/10.
- NICOR service is scheduled for 2/20.
- Insulation of exterior walls, hanging drywall, ongoing electrical work, and sprinkler head installation will be completed.
- Roofing and scuppers will be complete, east canopy steel will be underway.

ISSUES / RISKS

| Issue #/Risk # | Priority | Action/Contingency Plan |
|---|----------|---|
| 1. Restroom Flooring: design to pitch, guidance from WA to then flatten floor to accommodate for tile installation. | High | To ensure understanding and address concerns, Tim and Trustee Mistele have maintained ongoing communications with Mark Bushhouse (WA) regarding design oversights and discrepancies identified during the implementation of this project. |
| 2. Header omission for glazed wall and deflection concerns. | Medium | The team (LJM, WA, and VoW) continues to work together to ensure positive results on the project and minimize cost impact. |
| 3. Omission of HVAC in IT Room/Utility Area | Medium | |
| 4. Com Ed scheduled 2/10; NICOR scheduled 2/20. | Medium | |
| 5. Coverboard was not installed as specified per roofing drawings. Credit to be provided. | Medium | Credit issued via change order. |
| 6. Crack in signage wall of Village Hall; similar design on PD plans, mitigate potential issue | Medium | WA providing direction to ensure integrity of design not to replicate issue in PD. Costs being negotiated. |

Approved Cost to VoW (1.9% of construction cost) \$60,598.00



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

MONTHLY REPORT

MUNICIPAL SERVICES DEPARTMENT

Permits issued for the month of January, 2017

| <u>Mayor</u> | | |
|------------------------------|---|------------|
| Frank A. Trilla | Elevator | 1 |
| | Fuel Island Concrete | 1 |
| | Interior Alterations | 2 |
| | Interior Remodel | 1 |
| | Kitchen Remodel | 2 |
| | Non-Illuminated Sign | 1 |
| | Pergola/Benches Install | 1 |
| | Reoccupancy | 2 |
| | SFR | 2 |
| | Sign | 3 |
| | Temporary Sign | 1 |
| | Tenant Buildout | 1 |
| | Tenant Improvements | 1 |
| | Vanilla Box | 1 |
| | Window Replacement | 1 |
| | TOTAL | 21 |
| <u>Village Clerk</u> | | |
| Leroy R. Hansen | Final Certificates of Occupancy | 1 |
| | Temporary Certificates of Occupancy | 1 |
| <u>Village Trustees</u> | | |
| Sue Berglund | Permit Revenue for January, 2017 | 40,260.12 |
| | Total Revenue Collected for Fiscal Year | |
| | To Date | 440,300.23 |
| | Total Budgeted for Fiscal Year 2016/17 | 232,500.00 |
| | Total Percentage of Budgeted Revenue | |
| | Collected to Date | 189.38 |
| <u>Village Administrator</u> | | |
| Tim Halik | Respectfully submitted, | |
| |  | |
| <u>Chief of Police</u> | Timothy Halik | |
| Mark Shelton | Village Administrator | |
| | TH/jp | |



Proud Member of the
Illinois Route 66 Scenic Byway

MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

Fiscal Year 2016/17

| MONTH | CURRENT FISCAL YEAR | PRIOR FISCAL YEAR |
|---|---------------------|-------------------|
| MAY | \$ 28,379.31 | \$ 11,447.58 |
| JUNE | \$ 13,426.64 | \$ 21,083.13 |
| JULY | \$ 19,166.25 | \$ 19,426.58 |
| AUGUST | \$ 59,753.64 | \$ 15,150.56 |
| SEPTEMBER | \$ 62,997.75 | \$ 146,015.93 |
| OCTOBER | \$ 132,950.27 | \$ 24,175.36 |
| NOVEMBER | \$ 74,028.63 | \$ 39,743.04 |
| DECEMBER | \$ 9,337.62 | \$ 15,692.73 |
| JANUARY | \$ 40,260.12 | \$ 9,450.41 |
| FEBRUARY | | \$ 9,393.21 |
| MARCH | | \$ 32,001.35 |
| APRIL | | \$ 25,586.99 |
| COLLECTED REVENUE | \$ 440,300.23 | \$ 369,166.87 |
| BUDGETED REVENUE | \$ 232,500.00 | \$ 200,000.00 |
| REVENUES COLLECTED- (OVER)/UNDER BUDGET | \$ (207,800.23) | (169,446.87) |
| PERCENTAGE OF BUDGETED REVENUE COLLECTED | 189.38% | 184.72 |

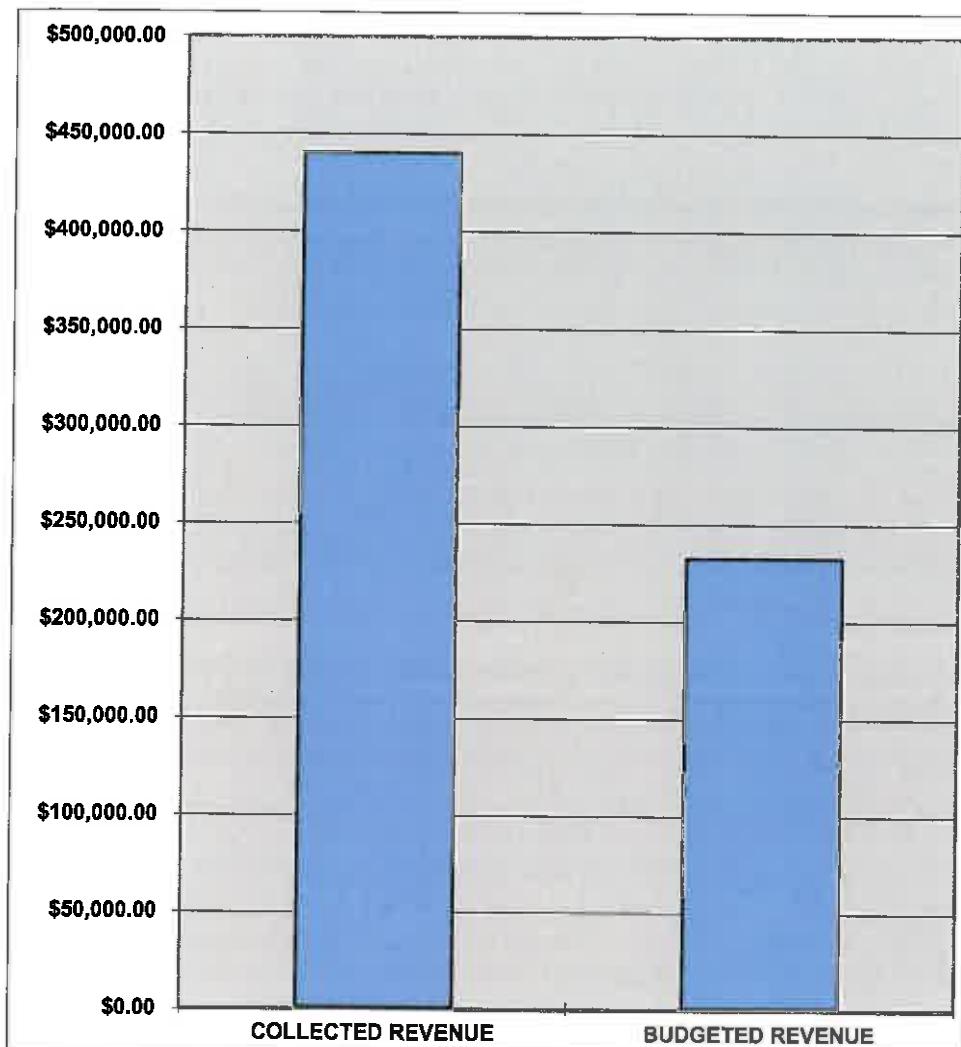
MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

| | Fiscal Year 16/17 | Fiscal Year 15/16 |
|-------------------|-------------------|-------------------|
| COLLECTED REVENUE | \$ 440,300.23 | \$ 369,446.87 |
| BUDGETED REVENUE | \$ 232,500.00 | \$ 200,000.00 |

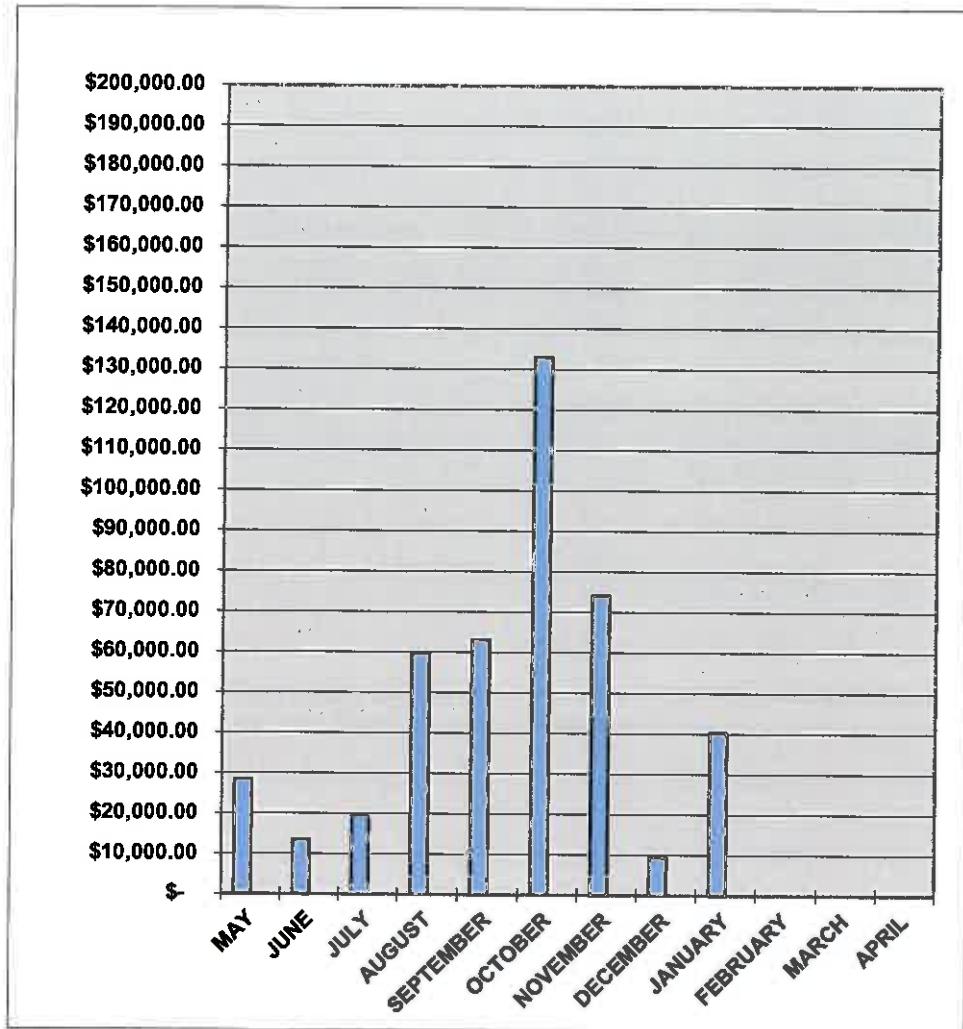
MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE



MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE



| Permit | Date Issued: | Name: | Address: | Permit Purpose: | Business Name: | Fee: | RES / COMM: | Date Released: |
|--------|--------------|----------------------|-------------------------|-------------------------|---------------------|--------------|-------------|----------------|
| 17-015 | 01/31/17 | Fred Barbara Invest | 640 Joliet Road | Elevator | Fred Barbara | \$ 900.00 | C | 01/31/17 |
| 17-009 | 01/18/17 | Mobil | 7675 Kingery Road | Fuel Island Concrete | Mobile | \$ 100.00 | C | 01/18/17 |
| 16-470 | 01/05/17 | Sterling Willowbrook | 6225 Plainfield Road | Interior Alterations | Rowley Family LTD. | \$ 400.00 | C | 01/05/17 |
| 17-004 | 01/09/17 | Highline Auto Sales | 555 Executive | Interior Alterations | Highline Auto Sales | \$ 960.00 | C | 01/09/17 |
| 16-442 | 01/09/17 | Sunrise Assisted | 6300 Clarendon Hills Rd | Interior Remodel | Sunrise Assisted | \$ 832.31 | C | 01/09/17 |
| 17-005 | 01/09/17 | Louis Geuis | 701 Lake Hinsdale | Kitchen Remodel | | \$ 325.00 | R | 01/09/17 |
| 16-457 | 01/26/17 | Cynthia Azzo | 6325 Tennessee | Kitchen Remodel | | \$ 548.00 | R | 01/26/17 |
| 17-002 | 01/05/17 | InspirFir LLC | 7890 S. Quincy | Non-illuminated Sign | InspirFit LLC | \$ 120.00 | C | 01/05/17 |
| 16-469 | 01/09/17 | Pulte Homes | 6526 Clarendon Hills Rd | Pergola/Benches Install | | \$ 125.00 | R | 01/09/17 |
| 16-471 | 01/05/17 | Sterling Willowbrook | 6225 Plainfield Road | Reoccupancy | Rowley Family LTD. | \$ 200.00 | C | 01/05/17 |
| 17-010 | 01/18/17 | Black Tie Formal | 820 75th Street | Reoccupancy | Black tie Formal | \$ 200.00 | C | 01/18/17 |
| 16-412 | 01/03/17 | Carrington Club | 302 Palomino Trail | SFR | | \$ 8,642.09 | R | 01/03/17 |
| 15-426 | 01/18/17 | Jim Buonavalario | 6407 Lane Court | SFR | | \$ 15,978.55 | R | 01/18/17 |
| 17-003 | 01/09/17 | Sprint | 6944 Kingery Highway | Sign | Sprint | \$ 101.25 | C | 01/09/17 |
| 17-006 | 01/30/17 | Pure Sleep | 6938 Kingery | Sign Permit | Pure Sleep | \$ 980.00 | C | 01/30/17 |
| 17-017 | 01/31/17 | Pure Sleep | 6938 Kingery | Sign Permit | Pure Sleep | \$ 235.75 | C | 01/31/17 |
| 17-001 | 01/05/17 | Nancy Timko | 7890 S. Quincy | Temporary Sign | InspirFit LLC | \$ 100.00 | C | 01/05/17 |
| 16-480 | 01/18/17 | David Froberg | 42 W. 63rd Street | Tenant Buildout | Willowbrook Square | \$ 1,337.00 | C | 01/18/17 |
| 16-235 | 01/09/17 | Roxanne Gardner | 858 75th Street | Tenant Improvements | King Kabob | \$ 3,170.70 | C | 01/09/17 |
| 17-011 | 01/18/17 | David Froberg | 38 W. 63rd Street | Vanilla Box | Willowbrook Square | \$ 574.30 | C | 01/18/17 |
| 16-482 | 01/09/17 | Ted Popielarski | 6006 Western Ave | Window Replacement | | \$ 75.00 | R | 01/09/17 |

| Date | JNL | Type | Description | Reference # | Debits | Credits | Balance |
|-----------------------------|-----|------|---------------------------------------|-------------|-----------|-----------|--------------|
| Fund 01 GENERAL FUND | | | | | | | |
| 01/01/2017 | | | 01-00-310-401 BUILDING PERMITS | | | | |
| 01/04/2017 | CR | RCPT | Building Dept. Invoice 01/04/2017 | | | | BEG. BALANCE |
| 01/05/2017 | CR | RCPT | Building Dept. Invoice 01/05/2017 | | 7,495.05 | | (391,554.44) |
| 01/05/2017 | CR | RCPT | Building Dept. Invoice 01/05/2017 | | 100.00 | | (399,049.49) |
| 01/06/2017 | CR | RCPT | Building Dept. Invoice 01/06/2017 | | 600.00 | | (399,749.49) |
| 01/09/2017 | CR | RCPT | Building Dept. Invoice 01/09/2017 | | 75.00 | | (399,824.49) |
| 01/10/2017 | CR | RCPT | Building Dept. Invoice 01/10/2017 | | 325.00 | | (400,149.49) |
| 01/11/2017 | CR | RCPT | Building Dept. Invoice 01/11/2017 | | 4,180.70 | | (404,330.19) |
| 01/12/2017 | CR | RCPT | Building Dept. Invoice 01/12/2017 | | 216.25 | | (404,546.44) |
| 01/13/2017 | CR | RCPT | Building Dept. Invoice 01/13/2017 | | 832.31 | | (405,378.75) |
| 01/18/2017 | CR | RCPT | Building Dept. Invoice 01/18/2017 | | 50.00 | | (405,428.75) |
| 01/18/2017 | CR | RCPT | Building Dept. Invoice 01/18/2017 | | 12,831.51 | | (418,260.26) |
| 01/20/2017 | CR | RCPT | Building Dept. Invoice 01/20/2017 | | 125.00 | | (418,385.26) |
| 01/23/2017 | CR | RCPT | Building Dept. Invoice 01/23/2017 | | 130.00 | | (418,515.26) |
| 01/24/2017 | CR | RCPT | Building Dept. Invoice 01/24/2017 | | 9,911.30 | | (428,426.56) |
| 01/25/2017 | CR | RCPT | Building Dept. Invoice 01/25/2017 | | 400.00 | | (428,826.56) |
| 01/25/2017 | CR | RCPT | Building Dept. Invoice 01/25/2017 | | 200.00 | | (429,026.56) |
| 01/26/2017 | CR | RCPT | Building Dept. Invoice 01/26/2017 | | 293.00 | | (429,319.56) |
| 01/27/2017 | CR | RCPT | Building Dept. Invoice 01/27/2017 | | 548.00 | | (429,867.56) |
| 01/31/2017 | CR | RCPT | Building Dept. Invoice 01/31/2017 | | 100.00 | | (429,967.56) |
| 01/31/2017 | | | 01-00-310-401 | | 1,135.75 | | (431,103.31) |
| 01/31/2017 | | | | END BALANCE | 0.00 | 39,548.87 | (431,103.31) |

02/02/2017 10:20 AM

User: JKufrin
DB: WillowbrookGL ACTIVITY REPORT FOR WILLOWBROOK
FROM 01-00-310-402 TO 01-00-310-402
TRANSACTIONS FROM 01/01/2017 TO 01/31/2017

Page:

1/1

| Date | JNL | Type | Description | Reference # | Debits | Credits | Balance |
|-----------------------------|-----|------|-----------------------------------|-------------|--------------|---------|------------|
| Fund 01 GENERAL FUND | | | | | | | |
| 01/01/2017 | | | 01-00-310-402 SIGN PERMITS | | BEG. BALANCE | | (7,014.90) |
| 01/05/2017 | CR | RCPT | Building Dept. Invoice 01/05/2017 | | 120.00 | | (7,134.90) |
| 01/17/2017 | CR | RCPT | Building Dept. Invoice 01/17/2017 | | 101.25 | | (7,236.15) |
| 01/30/2017 | CR | RCPT | Building Dept. Invoice 01/30/2017 | | 490.00 | | (7,726.15) |
| 01/31/2017 | | | 01-00-310-402 | END BALANCE | 0.00 | 711.25 | (7,726.15) |

VILLAGE OF WILLOWBROOK - PUMPAGE REPORT
TOTAL GALLONS PUMPED
FY 2002/03 - FY 2016/17

| Month | 2002-03 | 2003-04 | 2004-05 | 2005-06 | 2006-07 | 2007-08 | 2008-09 | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | 2014-15 | 2015-16 | 2016-17 |
|--------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| May | 32,267,000 | 33,518,000 | 35,018,000 | 35,919,000 | 35,162,000 | 36,696,000 | 33,890,000 | 31,322,000 | 31,715,000 | 30,725,000 | 34,220,000 | 30,860,000 | 29,547,000 | 29,213,000 | 31,048,000 |
| June | 38,911,000 | 38,691,000 | 35,447,000 | 48,511,000 | 42,471,000 | 43,700,000 | 33,817,000 | 32,087,000 | 31,799,000 | 32,620,000 | 44,635,000 | 31,512,000 | 32,193,000 | 29,447,000 | 34,451,000 |
| July | 52,100,000 | 39,116,000 | 41,248,000 | 52,479,000 | 43,279,000 | 44,574,000 | 41,463,000 | 36,819,000 | 38,513,000 | 41,371,000 | 49,498,000 | 39,106,000 | 33,122,000 | 32,813,000 | 34,898,000 |
| August | 44,167,000 | 40,433,000 | 41,059,000 | 47,861,000 | 41,114,000 | 38,778,000 | 43,017,000 | 38,516,000 | 38,745,000 | 35,639,000 | 40,272,000 | 41,448,000 | 32,796,000 | 36,985,000 | 32,739,000 |
| September | 40,838,000 | 36,275,000 | 39,658,000 | 43,906,000 | 32,998,000 | 42,013,000 | 33,418,000 | 34,331,000 | 33,992,000 | 32,273,000 | 33,657,000 | 35,737,000 | 31,869,000 | 32,623,000 | 30,853,000 |
| October | 33,128,000 | 31,667,000 | 33,765,000 | 35,009,000 | 31,937,000 | 34,612,000 | 30,203,000 | 28,919,000 | 33,789,000 | 29,892,000 | 30,283,000 | 29,226,000 | 28,728,000 | 30,690,000 | 27,589,000 |
| November | 28,560,000 | 28,260,000 | 30,106,000 | 29,515,000 | 29,153,000 | 29,847,000 | 28,054,000 | 26,857,000 | 28,125,000 | 27,138,000 | 27,535,000 | 28,446,000 | 25,364,000 | 26,585,000 | 25,929,000 |
| December | 30,503,000 | 29,133,000 | 32,786,000 | 31,086,000 | 30,102,000 | 31,435,000 | 29,568,000 | 28,931,000 | 29,257,000 | 28,643,000 | 27,863,000 | 29,847,000 | 26,710,000 | 27,194,000 | 26,581,000 |
| January | 30,343,000 | 29,602,000 | 31,223,000 | 29,411,000 | 30,340,000 | 32,444,000 | 29,383,000 | 28,123,000 | 28,401,000 | 28,846,000 | 28,427,000 | 31,265,000 | 28,505,000 | 27,915,000 | |
| February | 27,216,000 | 28,755,000 | 26,768,000 | 27,510,000 | 29,078,000 | 29,470,000 | 26,629,000 | 25,005,000 | 24,988,000 | 26,635,000 | 24,308,000 | 29,230,000 | 25,484,000 | 26,048,000 | |
| March | 29,488,000 | 30,315,000 | 30,025,000 | 29,905,000 | 30,362,000 | 31,094,000 | 28,408,000 | 27,945,000 | 27,909,000 | 28,911,000 | 27,862,000 | 29,917,000 | 28,779,000 | 26,552,000 | |
| April | 29,845,000 | 29,350,000 | 29,478,000 | 30,452,000 | 29,468,000 | 30,239,000 | 27,193,000 | 27,793,000 | 27,145,000 | 34,220,000 | 27,514,000 | 28,101,000 | 25,255,000 | 26,791,000 | |
| TOTAL | 417,366,000 | 395,115,000 | 406,581,000 | 441,564,000 | 405,464,000 | 424,902,000 | 385,043,000 | 366,648,000 | 374,378,000 | 376,913,000 | 396,074,000 | 384,695,000 | 348,352,000 | 352,856,000 | 244,088,000 |

YEAR TO DATE LAST YEAR (gallons): **245,550,000**
YEAR TO DATE THIS YEAR (gallons): **244,088,000**
DIFFERENCE (gallons): **-1,462,000**

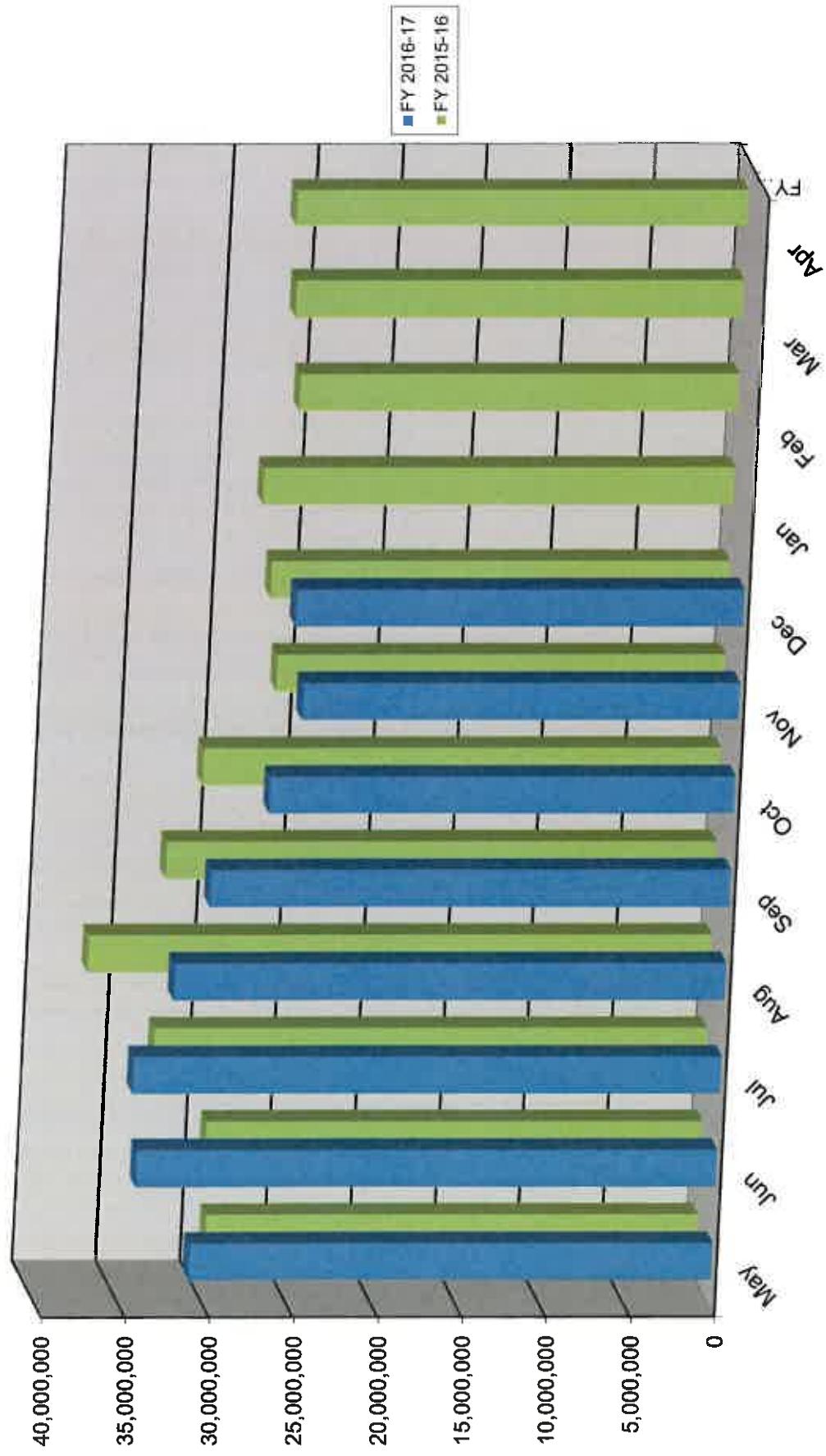
PERCENTAGE DIFFERENCE (+/-): **-0.60%**

FY16/17 PUMPAGE PROJECTION (gallons): **350,000,000**
FY16/17 GALLONS PUMPED TO DATE: **244,088,000**

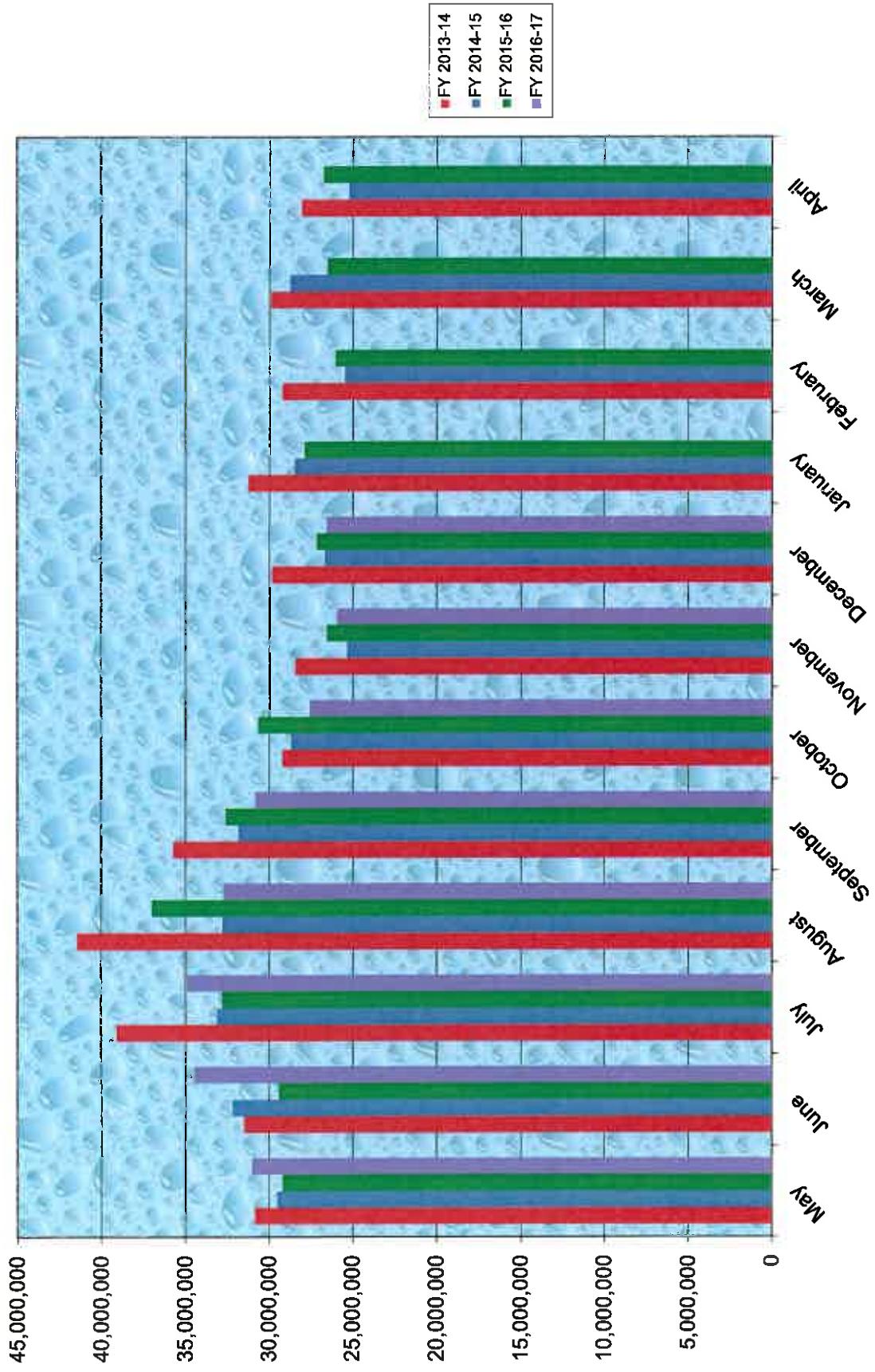
CURRENT PERCENTAGE
PUMPED COMPARED TO **69.74%**

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

Monthly Pumpage Chart



Village of Willowbrook Pumpage Report



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VILLAGE OF
WILLOWBROOK

CITY OF Willowbrook

MONTHLY DATA REPORT

Tons Collected by Month

| | Refuse | Recyclables | Yard Waste |
|------------------------|--------------|--------------|----------------|
| January-17 | 74.84 | 48.11 | |
| February-17 | | | |
| March-17 | | | |
| April-17 | | | |
| May-17 | | | |
| June-17 | | | |
| July-17 | | | |
| August-17 | | | |
| September-17 | | | |
| October-17 | | | |
| November-17 | | | |
| December-17 | | | |
| Totals | 74.84 | 48.11 | 0.00 |
| Monthly Average | 74.84 | 48.11 | #DIV/0! |
| Weekly Average | 17.27 | 11.10 | #DIV/0! |

Recycling Detail

| Paper | Commingled |
|-------|------------|
| Fiber | Containers |
| 33.49 | 14.62 |
| 0.00 | 0.00 |
| 0.00 | 0.00 |
| 0.00 | 0.00 |
| 0.00 | 0.00 |
| 0.00 | 0.00 |
| 0.00 | 0.00 |
| 0.00 | 0.00 |
| 0.00 | 0.00 |
| 0.00 | 0.00 |
| 0.00 | 0.00 |
| 0.00 | 0.00 |
| 0.00 | 0.00 |
| 0.00 | 0.00 |
| 0.00 | 0.00 |
| 33.49 | 14.62 |
| 2.79 | 1.22 |
| 0.64 | 0.28 |

Email To:

ghummel@willowbrook.il.us

Percentage of Materials Collected

