

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, SEPTEMBER 23, 2024 FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. MOTION TO APPROVE MERITORIOUS SERVICE AWARDS FOR SERGEANT JOSEPH LAVALLE, OFFICER CLAIRE MANLEY, OFFICER NICHOLAS CLEDON, AND OFFICER RICHARD FOYTIK (PASS)
5. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
6. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. Minutes - Board of Trustees Regular Meeting September 9, 2024 (APPROVE)
 - c. Warrants \$865,397.28
 - d. MOTION - A MOTION FOR A BUDGET AMENDMENT TO THE WATER FUND FOR THE WATER TOWER MAINTENANCE AGREEMENT (PASS)
 - e. MOTION - A MOTION TO GRANT A ONE-DAY CLASS C SPECIAL EVENT LIQUOR LICENSE TO THE VILLAGE OF WILLOWBROOK FOR THE MUG RUN EVENT TO BE HELD AT BORSE MEMORIAL COMMUNITY PARK ON SATURDAY, OCTOBER 12, 2024. (PASS)
 - f. LANDSCAPE BEAUTIFICATION
 - i. MOTION - A MOTION TO APPROVE A BUDGET AMENDMENT FOR VILLAGE LANDSCAPE BEAUTIFICATION (PASS)
 - ii. ORDINANCE NO. _____ - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH LANDWORKS, LTD. FOR THE LANDSCAPE BEAUTIFICATION PROJECT IN THE VILLAGE OF WILLOWBROOK AT A COST NOT TO EXCEED \$246,000.00 (PASS)

NEW BUSINESS

7. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL AND APPROVING THE PURCHASE OF AN OUTDOOR BATTING CAGE SYSTEM FOR THE BORSE MEMORIAL COMMUNITY PARK IMPROVEMENT PROJECT AT A COST NOT TO EXCEED \$23,252.00 (ADOPT)
8. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE FOR THE BORSE AND MIDWAY PARKS PERMEABLE PAVER INSTALLATION PROJECT WITH HOPPY'S LANDSCAPING, INC. (ADOPT)
9. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE DAVENPORT GROUP USA, LTD. AND THE VILLAGE OF WILLOWBROOK FOR AN ONLINE PERMIT SOFTWARE PACKAGE FOR FIVE (5) YEARS AT A COST NOT TO EXCEED \$158,897.00 (ADOPT)

PRIOR BUSINESS

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



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 4.

DATE: September 23, 2024

SUBJECT:

MOTION TO APPROVE MERITORIOUS SERVICE AWARDS FOR SERGEANT JOSEPH LAVALLE, OFFICER CLAIRE MANLEY, OFFICER NICHOLAS CLEDON, AND OFFICER RICHARD FOYTIK

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Lauren Kaspar, Chief of Police
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Approval and presentations of meritorious service awards for Sergeant Joseph Lavalle, Officer Claire Manley, Officer Nicholas Cledon, and Officer Richard Foytik

BACKGROUND/SUMMARY

Meritorious Service Awards

Officers and civilian staff shall be eligible for a Meritorious Service Award plus honorarium if they qualify under any of the following:

1. Any Willowbrook employee during his/her regular course of employment shall be eligible if at the risk of his/her personal safety attempts to save the life of another or save the person from serious personal injury.
2. Any Willowbrook employee during his/her regular course of employment shall be eligible if, in attempting to save the life of another or prevent serious injuries to another, exhibits superior efforts in a range which exceeds the common standards of performance expected of his/her profession.
3. Any Willowbrook employee not necessarily in the course of normal employment but within an adjoining municipality or adjoining unincorporated area shall be eligible for an award if at the risk of his/her personal safety attempts to save the life of another or save the person from serious personal injury.
4. Any Willowbrook employee not necessarily in the course of his/her regular employment but within an adjoining municipality or adjoining unincorporated area shall be eligible if in attempting to save the life of another or prevent serious injuries to another, exhibits superior efforts in a range which exceeds common standards of performance expected of their profession.



On August 21st, 2024, Deputy Chief Wodka nominated the named officers to receive a Meritorious Service Award with the following Letter of Recognition:

I am writing to formally recognize your exceptional actions during the incident on August 20, 2024, reference Willowbrook PD case #WLPC2400710. Your swift and coordinated response in a critical situation demonstrated not only your professionalism but also your dedication to preserving life.

Upon arriving at the scene, you quickly assessed the situation and worked seamlessly as a team to provide immediate and effective first aid to an individual who was in dire need of assistance. Your application of direct pressure and a tourniquet to a severely bleeding wound was crucial in stabilizing the individual, preventing a potentially tragic outcome.

In addition to your life-saving medical intervention, you also showed tremendous empathy and care by calming the individual's distressed companion. Your ability to manage the scene with such composure and compassion speaks volumes about your commitment to serving and protecting our community.

Your actions that day were nothing short of heroic, and they serve as a powerful reminder of the impact that well-trained, dedicated officers can have in moments of crisis. The teamwork and professionalism you displayed are a credit to you, your fellow officers, and our entire department.

On behalf of the department and the community we serve, I want to express my deepest gratitude and commend you for your outstanding service. Your quick thinking, teamwork, and compassion made a significant difference and are truly deserving of recognition.

Thank you for your continued dedication and for embodying the highest standards of our profession.

FINANCIAL IMPACT

Each recipient of a Meritorious Service Award will receive a \$100 honorarium to be paid out of the Police Department's Budgeted line item for employee recognition (01-30-630-309).

RECOMMENDED ACTION:

Approve the motion.

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, SEPTEMBER 9, 2024, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at 6:33 P.M. Trustee Mistele.

2. ROLL CALL

Those present at roll call were, Village Clerk Gretchen Boerwinkle, Village Trustees Mark Astrella, Sue Berglund, Michael Mistele, Gayle Neal and Greg Ruffolo, Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant Village Administrator Alex Arteaga, Chief Financial Officer Lora Flori, Director of Community Development Michael Krol, Director of Public Works Rick Valent, Chief Lauren Kaspar, Deputy Chief Ben Kadolph and Deputy Clerk Christine Mardegan.

Attended the meeting remotely: Trustee Umberto Davi

ABSENT: Mayor Frank Trilla, Director of Parks and Recreation Dustin Kleefisch and Deputy Chief Gerard Wodka.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Trustee Mistele asked Trustee Astrella to lead everyone in saying the Pledge of Allegiance.

MOTION TO APPROVE - A MOTION TO APPOINT TRUSTEE MICHAEL MISTELE AS TEMPORARY CHAIRMAN IN THE MAYOR'S ABSENCE

Trustee Neal advised that a motion was necessary to appoint Trustee Michael Mistele as Temporary Chairman in the Mayor's absence at tonight's meeting.

MOTION: Made by Trustee Neal and seconded by Trustee Astrella to appoint Trustee Mistele as Temporary Chairman.

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

MOTION DECLARED CARRIED

MOTION TO APPROVE - A MOTION TO ALLOW TRUSTEE UMBERTO DAVI TO ATTEND THE MEETING REMOTELY. (PASS)

Trustee Neal advised that a motion was necessary to allow Trustee Umberto Davi to attend the meeting remotely.

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

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

MOTION DECLARED CARRIED

4. VISITORS' BUSINESS

None present and no written comments were received.

5. OMNIBUS VOTE AGENDA:

Temporary Chairman Mistele read over each item in the Omnibus Vote Agenda for the record.

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting August 26, 2024 (APPROVE)
- c. Warrants \$ 561,923.75
- d. RESOLUTION - 24-R-53- A RESOLUTION OF THE VILLAGE OF WILLOWBROOK AUTHORIZING AND APPROVING A FIRST EXTENDED MEMORANDUM OF UNDERSTANDING WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (ADOPT)
- e. PUBLIC WORKS SNOW PLOWING EQUIPMENT UPGRADES
 - i. MOTION - MOTION - A MOTION FOR A BUDGET AMENDMENT TO THE GENERAL FUND IN THE AMOUNT OF \$32,011.25 FOR THE PURCHASE AND INSTALLATION OF ANTI-ICING AND DE-ICING EQUIPMENT (PASS)
 - ii. ORDINANCE NO. 24-O-23- AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF THE PURCHASE OF FOUR (4) PRE-WET LIQUID SYSTEMS THROUGH MONROE TRUCK EQUIPMENT INC. AT A TOTAL COST NOT TO EXCEED \$26,157.00 (PASS)
 - iii. ORDINANCE NO. 24-O-24 - AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF THE PURCHASE OF ONE (1) CAMION LIQUID SPRAY SYSTEM AND TWO (2) CAMION STORAGE TANKS THROUGH KAPLAN PAVING, LLC D/B/A KAPLAN LIQUID SOLUTIONS AT A TOTAL COST NOT TO EXCEED \$25,854.25 (PASS)

Temporary Chairman Mistele asked the Board if there were any items to be removed from the Omnibus Vote Agenda.

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. RESOLUTION NO. 24-R-54 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN PROPERTYROOM.COM AND THE VILLAGE OF WILLOWBROOK TO PROVIDE ASSET DISPOSITION SERVICES FOR PROPERTY SCHEDULED FOR DISPOSAL FROM THE WILLOWBROOK POLICE DEPARTMENT (ADOPT)

Deputy Chief Kadolph explained that the Police Department acquires ownership and control over evidence and property in a variety of ways:

- Found Property when the owner cannot be located, or
 - Court order through disposition orders from criminal cases.
 - Evidence remains after no charges are levied and the rightful owner of property cannot not be located, or they do not wish a return of their property.
- Return to the last known owner of property is always attempted unless otherwise ordered by a court order.

Auction services provided by PropertyRoom.com will give the department the ability to post property in our control to be auctioned through their website retaining a portion of the sale for their fees and sending a check directly to the Village with the profits.

The Police department will decide what items will be placed with PropertyRoom.com. Once sold, PropertyRoom.com handles all shipments of property.

PropertyRoom.com is used by law enforcement agencies across the country and is recognized due to the transparency of the system which occurs by removing the sales transaction process from the local police in the auction process.

MOTION: Made by Trustee Astrella and seconded by Trustee Berglund to adopt Resolution No. 24-R-54 as presented.

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

MOTION DECLARED CARRIED

7. ORDINANCE NO. 24-O-25 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH NATIONAL WASH AUTHORITY, LLC D/B/A MIDWEST MOBILE WASHERS FOR THE EXTERIOR CLEANING OF TWO (2) 500,000 GALLON WATER TOWERS AND ONE 3,000,000 GALLON STANDPIPE TOWER IN THE VILLAGE OF WILLOWBROOK AT A COST NOT TO EXCEED \$29,240.00 (PASS)

Director Valent outlined the components of the Village's water distribution storage system and the maintenance history and requirements of same. Although the recommended maintenance for interior inspections is every five years, Willowbrook's tanks have not been inspected since they were repainted in 2015-2017. The Village Administrator has approved, under his budget signing authority, to contract for interior inspections at a cost of \$12,450.

Visual inspection of the exterior identified mildew, dirt, and other contaminants on the painted surfaces. In addition to being aesthetically displeasing, this also has a negative effect on the finishes by shortening their life span. Low pressure washing followed by an application of anti-mildew inhibitors will remedy this.

The project timeline, with colder weather months fast approaching, in lieu of the additional time required for the RFP process, staff reached out to three vendors for quotes. Two of the three vendors were non-responsive, leaving the National Wash Authority as the only proposal received. National Wash Authority is highly recommended, has 32 years of experience, and has successfully and safely cleaned over 3,200 water storage structures.

The exterior cleaning of \$29,240 will be funded by the \$25,000 budgeted for FY2024/2025. With the additional interior inspection cost of \$12,450 approved by the Administrator, the total payable for water tower maintenance is \$41,690. Staff will request a budget amendment for the balance of \$16,690 at a future Board meeting.

Trustee Neal asked what the timeline for the project would be. Director Valent replied that the vendor indicates that, weather permitting, one week would be required to clean all three towers with no disruption to water service to residents. The interior inspection would immediately follow the cleaning.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to pass Ordinance 24-O-25 as presented.

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

MOTION DECLARED CARRIED

8. ORDINANCE NO. 24-O-26 - AN ORDINANCE GRANTING APPROVAL OF A FINAL PLAT OF SUBDIVISION AND GRANTING CERTAIN VARIATIONS FROM THE VILLAGE OF WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE 6200-6220 CLARENDON HILLS ROAD - CLARENDON COVE SUBDIVISION (PASS)

Director Krol explained that the petitioner is requesting a minor subdivision and two zoning variations. The request is to subdivide two vacant lots located at 6200-6220 Clarendon Hills Road totaling approximately .92 acres, 106' wide and 186' deep, into three lots with a square footage of 13,251 to 13,260, each with 71.25' of frontage on Clarendon Hills Road. The two zoning variations comprise leaving the existing road and sidewalks as is with no changes.

If approved, the petitioner will take ownership of the lots and new home construction will begin in the fall. The water main is located on the east side of Clarendon Hills Road and the Sanitary sewer is located on the west side. All three future homes will be connected to Village utilities as required by the UDO. The three lots will directly access Clarendon Hills Road and there is an existing public sidewalk in front of all three proposed lots.

A public hearing was held on Wednesday, September 4, 2024, before the Plan Commission, which voted unanimously 7-0 in favor of the petition, as proposed, to forward a positive recommendation to the Village Board.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Neal to pass Ordinance 24-O-26 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

9. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

Temporary Chairman Mistele had no report.

10. ATTORNEY'S REPORT

Attorney Durkin had no report.

11. CLERK'S REPORT

Clerk Boerwinkle had no report.

12. ADMINISTRATOR'S REPORT

Administrator Halloran reported that SEASPAR and the Village of Willowbrook will be hosting a wiffleball game at Midway Park on September 14, from 11 AM - 2 PM. The Mayor will be throwing out the first pitch. Administrator Halloran encouraged the Board to attend.

13. MAYOR'S REPORT

Mayor Trilla was not present.

14. EXECUTIVE SESSION

Temporary Chairman Mistele stated there is no need for an Executive Session during tonight's meeting.

15. ADJOURNMENT

MOTION: Made by Trustee Ruffolo and seconded by Trustee Neal to adjourn the Regular Meeting at the hour of 6:54 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

September 23, 2024

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

September 23, 2024

GENERAL CORPORATE FUND	-----	\$	346,376.19
WATER FUND	-----	\$	100,358.89
CAPITAL PROJECT FUND	-----	\$	414,265.30
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	4,396.90
TOTAL WARRANTS	-----	\$	865,397.28

Lora Flori, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
09/18/2024	APCH	102477	CANAL CORRIDOR ASSOCIATION	ACTIVE ADULT PROGRAM	590-517	20	450.00
09/23/2024	APCH	102480	ALAN F. FRIEDMAN, PHD	PERSONNEL RECRUITMENT	630-131	30	725.00
09/23/2024	APCH	102481	AMERICAN LEGAL PUBLISHING	PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	811.00
09/23/2024	APCH	102482	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - ADJUDICATOR	630-246	30	22,802.50
09/23/2024	APCH	102483	ANGIOLINE HOLLOWAY	ACTIVE ADULT PROGRAM	590-517	20	37.00
09/23/2024	APCH	102485*#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	455-201	10	126.63
				INTERNET/WEBSITE HOSTING	810-225	40	156.90
				CHECK APCHK 102485 TOTAL FOR FUND 01:			283.53
09/23/2024	APCH	102486	AXON ENTERPRISE, INC	BODY CAMERAS	630-402	30	2,083.05
09/23/2024	APCH	102487	BANNERVILLE USA INC	COMMUNITY EVENTS	585-522	20	303.00
09/23/2024	APCH	102488	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	760.00
				ACTIVE ADULT PROGRAM	590-517	20	775.00
				ACTIVE ADULT PROGRAM	590-517	20	775.00
				CHECK APCHK 102488 TOTAL FOR FUND 01:			2,310.00
09/23/2024	APCH	102489	BILL KAY CHEVROLET	MAINTENANCE - BUILDING	630-228	30	415.47
09/23/2024	APCH	102490	BUTTREY RENTAL SERVICE, INC.	MAINTENANCE - BUILDING	630-228	30	791.67
09/23/2024	APCH	102491*#	CALLAHAN PLUMBING & IRRIGATION	MAINTENANCE - BUILDING	466-228	10	165.00
				MAINTENANCE - BUILDING	630-228	30	260.00
				CHECK APCHK 102491 TOTAL FOR FUND 01:			425.00
09/23/2024	APCH	102492	CASE LOTS, INC	MAINTENANCE - BUILDING	466-228	10	773.10
09/23/2024	APCH	102493	CHRISTINE MARDEGAN	FUEL/MILEAGE/WASH	455-303	10	24.92
09/23/2024	APCH	102494	CLAIRE MANLEY	EMPLOYEE RECOGNITION	630-309	30	100.00
09/23/2024	APCH	102495#	COMED	RED LIGHT - ADJUDICATOR	630-246	30	34.73
				RED LIGHT - ADJUDICATOR	630-246	30	43.97
				RED LIGHT - ADJUDICATOR	630-246	30	4.97
				ENERGY - STREET LIGHTS	745-207	35	240.55
				MAINTENANCE - TRAFFIC SIGNALS	745-224	35	43.45
				MAINTENANCE - TRAFFIC SIGNALS	745-224	35	734.10
				MAINTENANCE - TRAFFIC SIGNALS	745-224	35	88.86
				CHECK APCHK 102495 TOTAL FOR FUND 01:			1,190.63

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
09/23/2024	APCH	102496	DACRA ADJUDICATION LLC	EDP LICENSES	460-263	10	2,500.00
09/23/2024	APCH	102497	EAST TROY RAILROAD MUSEUM INC.	ACTIVE ADULT PROGRAM	590-517	20	1,764.00
09/23/2024	APCH	102498	EICH'S SPORTS	COMMUNITY EVENTS	585-522	20	454.00
09/23/2024	APCH	102499*#	ELROD FRIEDMAN LLP	FEES - VILLAGE ATTORNEY	470-239	10	651.00
09/23/2024	APCH	102500*#	FALCO'S LANDSCAPING INC	STREET IMPROVEMENTS	765-685	35	9,650.00
09/23/2024	APCH	102502	FOX TOWN PLUMBING INC	MAINTENANCE - EQUIPMENT	570-411	20	146.00
09/23/2024	APCH	102503	GERTRUDE HUFFMAN	ACTIVE ADULT PROGRAM	590-517	20	37.00
09/23/2024	APCH	102504*#	GOVERNMENT INSURANCE NETWORK	EMP DED PAY- INSURANCE	210-204	00	14,531.14
				LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	71.98
				LIFE INSURANCE - COMMISSIONERS	435-148	07	23.60
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	6,702.43
				LIFE INSURANCE - PLAN COMMISSION	510-340	15	78.47
				HEALTH/DENTAL/LIFE INSURANCE	550-141	20	2,584.76
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	48,141.65
				HEALTH/DENTAL/LIFE INSURANCE	710-141	35	5,190.53
				HEALTH/DENTAL/LIFE INSURANCE	810-141	40	6,167.98
				CHECK APCHK 102504 TOTAL FOR FUND 01:			83,492.54
09/23/2024	APCH	102505	GROOT, INC.	WASTE STICKER INVENTORY	130-112	00	3,350.00
09/23/2024	APCH	102507	HEARTLAND BUSINESS SYSTEMS, LLC	PHONE - TELEPHONES	455-201	10	80.00
09/23/2024	APCH	102508*#	HOME DEPOT CREDIT SERVICES	MAINTENANCE - BUILDING	466-228	10	188.91
				MAINTENANCE - BUILDING	466-228	10	130.85
				CHECK APCHK 102508 TOTAL FOR FUND 01:			319.76
09/23/2024	APCH	102510	IMMEDIATE RESPONSE TRAINING	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	3,267.00
09/23/2024	APCH	102512	IRMA	SELF INSURANCE - DEDUCTIBLE	480-273	10	25,399.32
09/23/2024	APCH	102513	JIM GIBBONS	ACTIVE ADULT PROGRAM	590-517	20	350.00
09/23/2024	APCH	102514	JOSEPH LAVALLE	EMPLOYEE RECOGNITION	630-309	30	100.00
09/23/2024	APCH	102515	JOYCE CONNOLLY	ACTIVE ADULT PROGRAM	590-517	20	918.00
09/23/2024	APCH	102517	LAURIE SCHMITZ	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	62.71
09/23/2024	APCH	102518	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY	470-239	10	19,969.73
09/23/2024	APCH	102519	LOMAR CODE ENFORCEMENT	CODE ENFORCE INSPECTION	830-119	40	2,610.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
09/23/2024	APCH	102520	LORI RINELLA	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	62.71
09/23/2024	APCH	102521	LOU DEE	ACTIVE ADULT PROGRAM	590-517	20	250.00
09/23/2024	APCH	102523#	MULTISYSTEM MANAGEMENT COMPANY	MAINTENANCE - BUILDING	466-228	10	5,400.00
				MAINTENANCE - BUILDING	466-228	10	1,222.50
				MAINTENANCE - EQUIPMENT	570-411	20	640.00
				MAINTENANCE - BUILDING	630-228	30	1,222.50
				CHECK APCHK 102523 TOTAL FOR FUND 01:			8,485.00
09/23/2024	APCH	102524	NATHALIE STUDIO, INC.	ACTIVE ADULT PROGRAM	590-517	20	110.00
09/23/2024	APCH	102525	NICHOLAS CLEDON	EMPLOYEE RECOGNITION	630-309	30	100.00
09/23/2024	APCH	102526	NICOR GAS	NICOR GAS	725-415	35	54.36
09/23/2024	APCH	102527	NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	8,600.00
				TREE MAINTENANCE	750-338	35	9,400.00
				TREE MAINTENANCE	750-338	35	1,860.00
				CHECK APCHK 102527 TOTAL FOR FUND 01:			19,860.00
09/23/2024	APCH	102528*#	NOVOTNY ENGINEERING	FEES - ENGINEERING	720-245	35	47.50
				FEES - ENGINEERING	720-245	35	1,927.50
				CHECK APCHK 102528 TOTAL FOR FUND 01:			1,975.00
09/23/2024	APCH	102529	OCCUPATIONAL HEALTH CENTERS	PERSONNEL RECRUITMENT	630-131	30	386.00
09/23/2024	APCH	102530#	ORBIS SOLUTIONS	CONSULTING SERVICES - IT	460-306	10	1,383.55
				INFORMATIONAL TECH SERVICES	555-308	20	1,383.55
				INFORMATIONAL TECH SERVICES	640-308	30	1,383.55
				INFORMATIONAL TECH SERVICES	715-308	35	1,383.55
				INFORMATIONAL TECH SERVICES	815-308	40	1,383.55
				CHECK APCHK 102530 TOTAL FOR FUND 01:			6,917.75
09/23/2024	APCH	102531	ORKIN EXTERMINATING	MAINTENANCE - BUILDING	630-228	30	211.98
09/23/2024	APCH	102532	PARADISE PLAYHOUSE	ACTIVE ADULT PROGRAM	590-517	20	300.00
09/23/2024	APCH	102533*#	PARTS AUTHORITY LLC	MAINTENANCE - BUILDING	466-228	10	140.76
				MAINTENANCE - VEHICLES	630-409	30	332.77
				MAINTENANCE - VEHICLES	630-409	30	71.40
				MAINTENANCE - VEHICLES	630-409	30	449.70

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				MAINTENANCE - VEHICLES	630-409	30	251.00
				MAINTENANCE - VEHICLES	630-409	30	251.00
				MAINTENANCE - VEHICLES	630-409	30	19.50
				MAINTENANCE - VEHICLES	630-409	30	45.28
				CHECK APCHK 102533 TOTAL FOR FUND 01:			1,561.41
09/23/2024	APCH	102534	PORTER LEE CORPORATION	EDP LICENSES	640-263	30	1,235.00
09/23/2024	APCH	102535	QUADIENT LEASING USA, INC.	POSTAGE & METER RENT	455-311	10	707.49
09/23/2024	APCH	102537	RAY O'HERRON CO., INC.	OPERATING EQUIPMENT	630-401	30	58.49
				OPERATING EQUIPMENT	630-401	30	161.98
				CHECK APCHK 102537 TOTAL FOR FUND 01:			220.47
09/23/2024	APCH	102538	READY REFRESH	COMMISSARY PROVISION	455-355	10	5.89
09/23/2024	APCH	102539	RICHARD FOYTIK	EMPLOYEE RECOGNITION	630-309	30	100.00
09/23/2024	APCH	102540	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	66.30
09/23/2024	APCH	102541	SAFEBUILT, LLC	BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	1,704.99
				BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	3,926.76
				CHECK APCHK 102541 TOTAL FOR FUND 01:			5,631.75
09/23/2024	APCH	102542	SET ENVIRONMENTAL, INC.	CONTINGENCIES	490-799	10	95,749.49
09/23/2024	APCH	102543	SUBURBAN DOOR CHECK & LOCK SERVI	OPERATING SUPPLIES & EQUIPMENT	710-401	35	108.25
09/23/2024	APCH	102544*#	TAMELING GRADING	LANDSCAPE MAINTENANCE SERVICES	565-342	20	1,210.00
				STREET IMPROVEMENTS	765-685	35	1,900.00
				CHECK APCHK 102544 TOTAL FOR FUND 01:			3,110.00
09/23/2024	APCH	102545*#	TAMELING INDUSTRIES	STREET IMPROVEMENTS	765-685	35	154.80
				STREET IMPROVEMENTS	765-685	35	124.20
				CHECK APCHK 102545 TOTAL FOR FUND 01:			279.00
09/23/2024	APCH	102546	THE GARDEN CLUB OF DOWNERS GROVE	ACTIVE ADULT PROGRAM	590-517	20	1,100.00
09/23/2024	APCH	102547	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION	830-117	40	86.00
09/23/2024	APCH	102548	TRANSUNION RISK AND ALTERNATIVE	FEES/DUES/SUBSCRIPTIONS	630-307	30	75.00
09/23/2024	APCH	102551*#	ULINE	OFFICE FURNITURE-REC COORDINATOR	595-611	20	960.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
09/23/2024	APCH	102552*#	UNDERGROUND PIPE SOLUTIONS	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,375.00
09/23/2024	APCH	102553	VAN METER & ASSOCIATES INC.	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	150.00
09/23/2024	APCH	102554#	VESTIS GROUP, INC.	MAINTENANCE - BUILDING	466-228	10	161.06
				OPERATING EQUIPMENT	630-401	30	200.00
				CHECK APCHK 102554 TOTAL FOR FUND 01:			361.06
09/23/2024	APCH	102555	WAREHOUSE DIRECT, INC.	OFFICE SUPPLIES	810-301	40	185.20
09/23/2024	APCH	102558	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
09/23/2024	APCH	102559	WILLOWBROOK FORD INC.	MAINTENANCE - BUILDING	630-228	30	555.59
09/23/2024	APCH	2(S)	PARTS AUTHORITY LLC	MAINTENANCE - VEHICLES	630-409	30	144.09
				MAINTENANCE - VEHICLES	630-409	30	(144.09)
				CHECK APCHK 2(S) TOTAL FOR FUND 01:			0.00
09/23/2024	APCH	398(E)#	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	455-301	10	204.38
				OFFICE SUPPLIES	455-301	10	(12.99)
				OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	907.21
				ACTIVE ADULT PROGRAM	590-517	20	68.85
				OFFICE SUPPLIES	630-301	30	254.90
				OPERATING EQUIPMENT	630-401	30	83.91
				COMMODITIES	670-331	30	837.30
				CHECK APCHK 398(E) TOTAL FOR FUND 01:			2,343.56
				Total for fund 01 GENERAL FUND			346,376.19

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
09/23/2024	APCH	102478	A&W TRAILER LLC	VEHICLE MAINTENANCE	401-350	50	68.95
09/23/2024	APCH	102479	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	86.64
09/23/2024	APCH	102484	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	936.00
09/23/2024	APCH	102485*#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	401-201	50	247.35
09/23/2024	APCH	102500*#	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	6,350.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	7,500.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,600.00
				SPOILS HAULING SERVICES	430-280	50	9,900.00
				SPOILS HAULING SERVICES	430-280	50	8,250.00
				CHECK APCHK 102500 TOTAL FOR FUND 02:			35,600.00
09/23/2024	APCH	102501	FLEETPRIDE TRUCK & TRAILER PARTS	VEHICLE MAINTENANCE	401-350	50	113.79
09/23/2024	APCH	102504*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	1,256.71
				HEALTH/DENTAL/LIFE INSURANCE	401-141	50	6,343.99
				CHECK APCHK 102504 TOTAL FOR FUND 02:			7,600.70
09/23/2024	APCH	102506	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	400.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	950.00
				CHECK APCHK 102506 TOTAL FOR FUND 02:			1,350.00
09/23/2024	APCH	102508*#	HOME DEPOT CREDIT SERVICES	OPERATING EQUIPMENT	430-401	50	101.94
				OPERATING EQUIPMENT	430-401	50	733.35
				CHECK APCHK 102508 TOTAL FOR FUND 02:			835.29
09/23/2024	APCH	102511	INDUSTRIAL ELECTRICAL SUPPLY	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	59.68
09/23/2024	APCH	102516	KLOEPFER CONSTRUCTION, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,649.65
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,111.60
				CHECK APCHK 102516 TOTAL FOR FUND 02:			8,761.25
09/23/2024	APCH	102522	METROPOLITAN INDUSTRIES INC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	1,170.00
09/23/2024	APCH	102533*#	PARTS AUTHORITY LLC	VEHICLE MAINTENANCE	401-350	50	134.22
				VEHICLE MAINTENANCE	401-350	50	100.60
				VEHICLE MAINTENANCE	401-350	50	124.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
				VEHICLE MAINTENANCE	401-350	50	149.99
				VEHICLE MAINTENANCE	401-350	50	48.51
				VEHICLE MAINTENANCE	401-350	50	16.64
				CHECK APCHK 102533 TOTAL FOR FUND 02:			574.46
09/23/2024	APCH	102544*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	6,404.37
09/23/2024	APCH	102545*#	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	322.11
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	551.88
				CHECK APCHK 102545 TOTAL FOR FUND 02:			873.99
09/23/2024	APCH	102549	TROTTER AND ASSOCIATES INC.	FEES - ENGINEERING	405-245	50	1,484.00
09/23/2024	APCH	102550	TWIG TECHNOLOGIES & RUETTIGER,	GIS	460-213	50	17,310.40
09/23/2024	APCH	102551*#	ULINE	VEHICLE MAINTENANCE	401-350	50	682.02
09/23/2024	APCH	102552*#	UNDERGROUND PIPE SOLUTIONS	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,400.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,100.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,000.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,700.00
				CHECK APCHK 102552 TOTAL FOR FUND 02:			16,200.00
				Total for fund 02 WATER FUND			100,358.89

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND							
09/23/2024	APCH	102491*#	CALLAHAN PLUMBING & IRRIGATION	MIDWAY PARK UPGRADE	600-342	55	1,350.00
				MIDWAY PARK UPGRADE	600-342	55	16,500.00
				CHECK APCHK 102491 TOTAL FOR FUND 10:			17,850.00
09/23/2024	APCH	102508*#	HOME DEPOT CREDIT SERVICES	BORSE PARK PHASE II	600-347	55	258.91
09/23/2024	APCH	102509	HOPPY'S LANDSCAPING, INC.	BORSE PARK PHASE II	600-347	55	210,091.55
09/23/2024	APCH	102528*#	NOVOTNY ENGINEERING	WILLOW POND IMPROVEMENTS	600-350	55	45.00
09/23/2024	APCH	102536	RAGS ELECTRIC, INC	CREEKSIDE PARK IMPROVEMENTS	600-345	55	3,750.00
				FARMINGDALE TERRACE PROJECT	600-346	55	3,750.00
				BORSE PARK PHASE II	600-347	55	3,750.00
				CHECK APCHK 102536 TOTAL FOR FUND 10:			11,250.00
09/23/2024	APCH	102556	WELCH BROS., INC	BORSE PARK PHASE II	600-347	55	1,166.00
09/23/2024	APCH	102557	WEST SIDE TRACTOR SALES	PUBLIC WORKS EQUIPMENT	600-322	55	173,603.84
				Total for fund 10 CAPITAL PROJECT FUND			414,265.30

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX							
09/23/2024	APCH	102499*#	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15	3,978.00
09/23/2024	APCH	102504*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	418.90
				Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			4,396.90
TOTAL - ALL FUNDS							865,397.28

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



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.d.

DATE: September 23, 2024

SUBJECT:

A MOTION FOR A BUDGET AMENDMENT TO THE WATER FUND FOR THE WATER TOWER MAINTENANCE AGREEMENT

STAFF REPORT

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

PREVIOUS ACTION TAKEN

At the September 9, 2024 Board of Trustees meeting, the Village Board approved an agreement with National Wash Authority, LLC d/b/a Midwest Mobile Washers for the exterior cleaning of two (2) 500,000-gallon water towers and a 3-million gallon standpipe. Staff further recommended an interior inspection of the three structures which had been previously approved by the Administrator, the cost of which falls within his signing authority.

PURPOSE AND ACTION REQUESTED

The amount budgeted for the water tower exterior cleaning under Capital Improvement Program (CIP) in the 24/25 FY Budget is \$25,000. Staff is asking for a budget amendment to account for the \$4,240 overage cost to clean three (3) water distribution storage structures and the \$12,450 expense to inspect the interior of those same structures after the cleaning has been completed.

FINANCIAL IMPACT

If approved, the Village will increase the Water Fund budget by \$16,690 for FY 24/25.

RECOMMENDED ACTION:

Staff recommends passing the motion for a budget amendment.



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.e.

DATE: September 23, 2024

SUBJECT:

MOTION – A MOTION TO GRANT A ONE-DAY CLASS C SPECIAL EVENT LIQUOR LICENSE TO THE VILLAGE OF WILLOWBROOK FOR THE MUG RUN EVENT TO BE HELD AT BORSE MEMORIAL COMMUNITY PARK ON SATURDAY OCTOBER 12, 2024.

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

To pass a motion to approve and authorize the execution of a special event liquor permit for the Parks and Recreation Department Mug Run event at Borse Memorial Community Park on Saturday, October 12, 2024.

BACKGROUND/SUMMARY

This will be the third annual edition of the Mug Run. The Mug Run is a special event that the Parks and Recreation Department sponsors that will provide alcohol to patrons in the park. In order to execute this event, the Village of Willowbrook will be applying for a Class C Liquor License, single day use permit under Village Ordinance Section 3-12-5 in accordance with the amendment Subsection(N) of Section 4-4-2 and seeking Liquor Commission permission.

The event will consist of a one mile walk or run around Midway Park between 11am and 1pm. Participants will receive an event long sleeve t-shirt, commemorative mug, and three drink tickets for the event. For the event, we will be supporting a local company, Black Horizon Brewing Company, from whom we will purchase the beer.

The Special Event Liquor Permit is necessary to apply for the State Special Event permit. IRMA has already provided special event insurance coverage.

If approved by the Board of Trustees, staff will begin the process of finalizing all liquor license applications and permits for the events execution.

FINANCIAL IMPACT

The State of Illinois permit application and fee is \$125.

RECOMMENDED ACTION:

To pass the motion to authorize the execution of a Class C special event liquor permit for the Parks and Recreation Department Mug Run event on Saturday, October 12th.



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.f.

DATE: September 23, 2024

SUBJECT:

LANDSCAPE BEAUTIFICATION PLAN

- i. MOTION – A MOTION TO APPROVE A BUDGET AMENDMENT FOR VILLAGE LANDSCAPE BEAUTIFICATION
- ii. AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH LANDWORKS, LTD. FOR THE LANDSCAPE BEAUTIFICATION PROJECT IN THE VILLAGE OF WILLOWBROOK AT A COST NOT TO EXCEED \$246,000.00

STAFF REPORT

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

PREVIOUS ACTION TAKEN:

At the August 26th Committee of the Whole meeting, the Village Board gave unanimous support to completing the beautification plan and a budget amendment to complete this project in fiscal year 2024-2025.

PURPOSE AND ACTION REQUESTED

The purpose of this item is to approve the contract with Landworks Limited for the landscape beautification plan and pass a budget amendment.

BACKGROUND/SUMMARY

As the Board is aware, at Budget Workshop #2, staff discussed its priorities for the fiscal year which included a Landscape Beautification Plan. This initiative aims to enhance the visual appeal of public spaces, promote environmental sustainability, and create a welcoming atmosphere for both residents and visitors.

In an effort to improve the aesthetic appeal and functionality of key areas within Willowbrook, the Village Administrator's Office and Public Works, in collaboration with Upland Design and Landworks Limited, has developed a comprehensive Landscape Beautification Plan. This plan outlines enhancements to the Village's main entry (gateway) signs, pillar signs, park signs, and the Village Municipal Campus, with installation slated for Fall 2024, if the Board approves. The initiatives focus on introducing a variety of perennial and annual plants that offer multi-season interest, creating visually appealing landscapes which are also environmentally beneficial.

Main Entry (Gateway) Signs

Large displays of perennials and select annuals will be installed around the existing main entry (gateway) signs. These plantings will introduce a variety of colors and textures that provide year-round interest. The primary benefits include welcoming residents and visitors with vibrant seasonal displays, creating a more beautiful landscape, and enhancing the visual quality of heavily trafficked entrances into the Village.

Estimated Cost: \$20,000



Pillar Signs

Smaller, low-maintenance perennial displays will be installed around the Village's pillar entrance signs at several locations, including 58th Street and Clarendon Hills Road, and 75th Street and Sheridan Drive. These plantings will bring color and texture variety to smaller entrances, enhancing curb appeal, and the overall attractiveness of the surrounding areas. Since some of these signs have a less area to cover, there will be less landscaping provided.

Estimated Cost: \$22,500 for all signs.

Park Signs

The plan also includes perennial-based displays at several parks, such as Creekside Park and Ridgemoor Park. These plantings will focus on using native species that attract pollinators and provide habitats for various species. This initiative will not only beautify the parks but also promote biodiversity and environmental stewardship within the Village.

Estimated Cost: \$58,500 for all signs.

Village Municipal Campus Enhancements

Floral-based displays combining perennials and annuals will be added to the Village Hall message board and around the municipal buildings. The goal is to create a cohesive and inviting look that enhances the visual appeal of the semi-industrial area where the Village Hall is located. These enhancements will also contribute to the Village's environmental goals by increasing pollinator plantings and creating a more welcoming space for visitors and employees alike.

Estimated Cost: \$114,500

Median Landscaping

The plan includes planting five Swamp White Oak trees and five Shawnee Brave Bald Cypress trees along the 75th Street median. These plantings will help reduce stormwater runoff and provide lower maintenance costs.

Estimated Cost: \$8,500

Lastly, staff has gathered costs for an irrigation system at the Community Resource Center, estimated at \$22,000.

FINANCIAL IMPACT

The financial impact of these initiatives is \$246,000, including the cost of design, installation, and initial maintenance.

RECOMMENDED ACTION:

Staff recommends approving the landscape contract with Landworks Limited and passing the associated budget amendment to the General Fund in the amount of \$246,000.

ORDINANCE NO. 24-O-_____

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH LANDWORKS, LTD. FOR THE LANDSCAPE BEAUTIFICATION PROJECT IN THE VILLAGE OF WILLOWBROOK AT A COST NOT TO EXCEED \$246,000.00

WHEREAS, the Village of Willowbrook (the “Village”) solicited a proposal from Landworks, Ltd. to perform, design and install landscape improvements at the Village of Willowbrook Municipal Campus; landscaping for Village signs located throughout the Village; installation of ten (10) shade trees in the median of 75th Street, between Eleanor and Sheridan; and the installation of a landscape irrigation system for the Community Center Building in the Village; and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village that competitive bidding be waived to perform, design and install landscape improvements at the Village of Willowbrook Municipal Campus; landscaping for Village signs located throughout the Village; installation of ten (10) shade trees in the median of 75th Street, between Eleanor and Sheridan; and the installation of a landscape irrigation system for the Community Center Building in the Village.

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

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

SECTION 2: The competitive bidding process to perform, design and install landscape improvements at the Village of Willowbrook Municipal Campus; landscaping for Village signs located throughout the Village; installation of ten (10) shade trees in the median of 75th Street, between Eleanor and Sheridan; and the installation of a landscape irrigation system for the

Community Center Building in the Village be and is hereby waived.

SECTION 3: The Village Mayor of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village, a Contract to perform, design and install landscape improvements at the Village of Willowbrook Municipal Campus; landscaping for Village signs located throughout the Village; installation of ten (10) shade trees in the median of 75th Street, between Eleanor and Sheridan; and the installation of a landscape irrigation system for the Community Center Building in the Village at a total cost not to exceed Two Hundred Forty-Six Thousand and 00/100ths Dollars (\$246,000.00). A copy of said Contract, attached hereto as Exhibit “A”, is made a part hereof.

SECTION 4: The Village Mayor be and is hereby authorized and directed to execute, on behalf of the Village, that certain Contract with Landworks, Ltd., attached hereto as Exhibit “A” and made a part hereof, which Contract and Proposal is hereby approved.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED and APPROVED this 23rd day of September, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”
AGREEMENT WITH LANDWORKS, LTD.

**AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK
AND LANDWORKS, LTD. FOR THE LANDSCAPE BEAUTIFICATION PROJECT**

THIS AGREEMENT ENTERED INTO THIS _____ day of September, 2024 between Landworks, Ltd., an Illinois corporation (“Contractor”), and the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interests of the Village to retain Contractor to perform, design and install landscape improvements at the Village of Willowbrook Municipal Campus; landscaping for Village signs located throughout the Village; installation of ten (10) shade trees in the median of 75th Street, between Eleanor and Sheridan; and the installation of a landscape irrigation system for the Community Center Building in the Village (the “Project”).

2. Contractor has submitted a proposal to the Village, including all terms, conditions, requirements, drawing, specifications, and beautification boards prepared by Upland Design, contained therein for the Project to be completed by Contractor, said proposal expressly made a part of this Agreement, as if each term, condition and requirement of the selected portions, proposal response was repeated herein verbatim. In the event any inconsistent terms are contained in this Agreement and in said proposal the terms of this Agreement shall control. Said beatification boards are attached hereto as Exhibit A and expressly made a part of this Agreement.

3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto. Contractor shall achieve substantial completion of the Project by April 30, 2025.

4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

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

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner an amount not to exceed Two Hundred Forty-Six Thousand and 00/100ths Dollars (\$246,000.00). The Contract sum includes the following values related to portions of the Work:

<u>Portions of Work</u>	<u>Value</u>
Municipal Campus Landscaping	\$22,500.00
Community Center Landscaping	\$82,000.00
Irrigation System at Community Center	\$22,000.00
2 – Main Entry Signs	\$20,000.00
5 – Pillar Signs	\$22,500.00
9 – Park Signs	\$58,500.00
1 – Message Board Sign	\$10,000.00
10 – Trees- in 75 th Street Median	\$8,500.00

Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

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

- A. Faithful performance bond in an amount equal to one hundred percent (100%) of the total Contract Price, conditioned upon the faithful performance of all covenants and stipulations under the Contract and holding good for a period of one (1) year after the date when final payment becomes due, except as otherwise provided by law or regulation or by the Contract

Documents to protect the Owner against the results of defective materials, workmanship, and equipment during that time.

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

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

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

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

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

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

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

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

A. Publishing a statement:

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

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

- 1) The dangers of drug abuse in the workplace;
- 2) Contractor’s policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and

C. The penalties that may be imposed upon employees for drug violations.

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

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

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

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

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

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

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

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

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job

classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

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

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

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

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

F. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

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

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

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

Will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for

employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. Contractor (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Contractor will retain such certifications in its files.

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

17. The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including

reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

18. Insurance requirements shall be as follows:

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

B. Coverage shall be at least as broad as:

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

C. Contractor shall maintain limits no less than:

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

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

- 1) Commercial General Liability and Automobile Liability Coverages:

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

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

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

3) All Coverages:

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

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

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

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

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

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

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

Additionally, no change order which authorizes or necessitates any increase in the Contract price that is fifty percent (50%) or more of the original Contract Price or that authorizes or necessitates any increase in the price of a subcontract under the Contract that is fifty percent (50%) or more of the original subcontract price shall be issued, unless the portion of the Contract that is covered by the change order is resubmitted for bidding in the same manner for which the original Contract was bid, or unless competitive bidding was waived for the original portion of the contract that is covered by the change order. Bidding for the portion of the Contract covered by the change order shall be subject to any requirements to employ females and minorities on the project that existed at the bidding for the original Contract, together with any later requirements imposed by law.

23. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: Landworks, Ltd., 751 Bolingbrook Drive, #17, Bolingbrook, Illinois 60440, Attn: Joseph A. Pizzuto, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

24. Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1, *et seq.* In addition, Contractor shall produce within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In

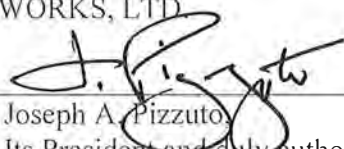
the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

25. Time is of the essence of this Contract.

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

CONTRACTOR:

LANDWORKS, LTD

By: 
Joseph A. Pizzuto
Its President and duly authorized agent

ATTEST:


Title: SECRETARY

VILLAGE OF WILLOWBROOK

By: _____
Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

PROJECT BEAUTIFICATION BOARDS

MAIN ENTRY SIGNS

LARGE DISPLAYS OF PERENNIALS AND SELECT ANNUALS FOR COLOR IN FRONT OF AND AROUND SIDES OF EXISTING MAIN ENTRY SIGNS WITH VARIETY OF COLORS AND TEXTURES THAT OFFER MULTI SEASON INTEREST.

LOCATIONS:

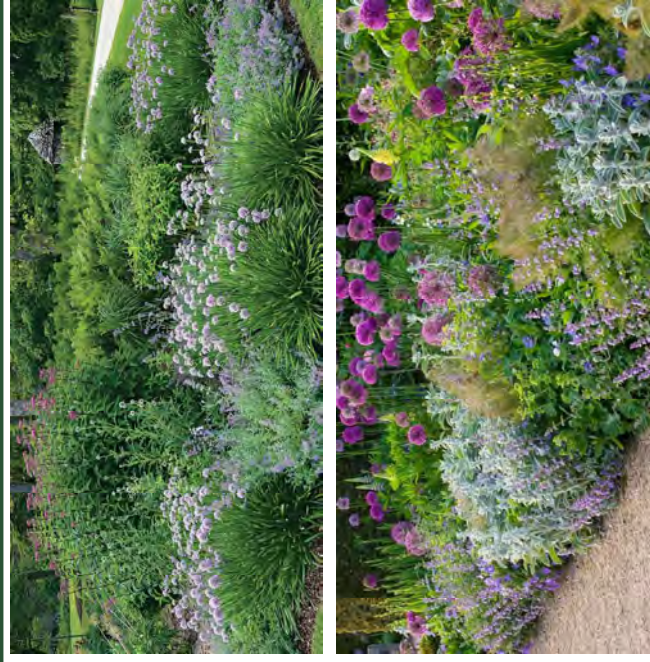
- KINGERY HWY. AND MIDWAY DR.

INSTALLATION DATE:
FALL 2024

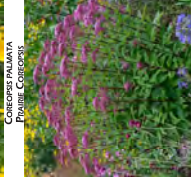
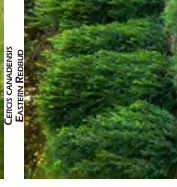
BENEFITS:

- WELCOMES VISITORS AND RESIDENTS WITH DISPLAYS OF SEASONAL COLORS AND INTEREST.
- CREATES A MORE BEAUTIFUL, WELCOMING, AND LIVEABLE NEIGHBORHOOD.
- ADDS AND EXPANDS PLANTED AREAS AT HEAVY VEHICLE ENTRANCES INTO THE VILLAGE, A CONTRAST TO HEAVILY DEVELOPED AREAS.
- GIVES LOOK AND FEEL OF HIGH QUALITY MAINTENANCE AND CARE OF THE VILLAGE.

EXISTING



PLANT PALLET HIGHLIGHTS



VILLAGE OF WILLOWBROOK



uplandDesign Ltd
Landscape Architecture & Park Planning
Oshawa 905.336.4444 | uplanddesign.com | info@uplanddesign.com

JULY 22, 2024
Oshawa
uplandDesign

LANDSCAPE BEAUTIFICATION STANDARDS

PILLAR SIGNS

SMALL DISPLAYS OF MOSTLY LOW MAINTENANCE PERENNIALS WITH LIMITED ANNUALS AROUND EXISTING PILLAR ENTRANCE SIGNS. A VARIETY OF COLORS AND TEXTURES IN EACH PLANTING PROVIDE MULTI SEASON INTEREST.

LOCATIONS:

- 58TH ST. AND CLARENDON HILLS RD.
- 63RD ST. AND BENTLEY AVE.
- 75TH ST. AND SHERIDAN DR.
- PLAINFIELD RD. AND S. GARFIELD ST.
- 79TH ST. AND CLARENDON HILLS RD.

INSTALLATION DATE:

FALL 2024

BENEFITS:

- WELCOMES RESIDENTS AND VISITORS WITH DISPLAYS OF SEASONAL COLORS AND INTEREST.
- CREATES A MORE BEAUTIFUL, WELCOMING, AND LIVEABLE NEIGHBORHOOD.
- ADDS VARIETY PLANT LIFE TO TURF GRASS SHOULDERS AND BEAUTIFIES SMALLER RESIDENTIAL ENTRANCES INTO THE VILLAGE.
- ADDS CURB APPEAL FOR NEARBY HOMEOWNERS.
- GIVES LOOK AND FEEL OF HIGH QUALITY MAINTENANCE AND CARE OF THE VILLAGE.

EXISTING

58TH ST. AND CLARENDON HILLS RD.



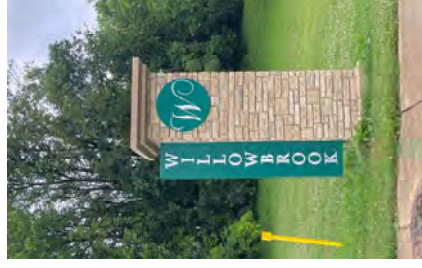
63RD ST. AND BENTLEY AVE.



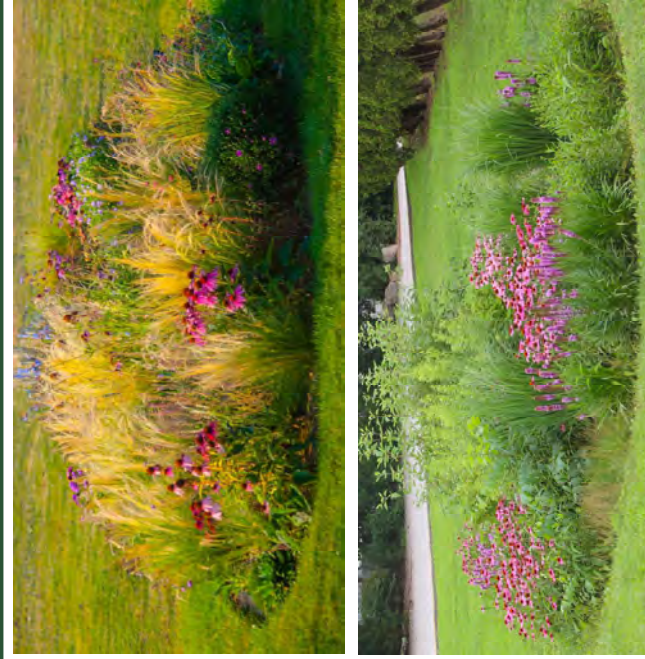
75TH ST. AND SHERIDAN DR.



PLAINFIELD RD. AND S. GARFIELD ST.



79TH ST. AND CLARENDON HILLS RD.



PLANT PALLET HIGHLIGHTS



ASTER SP.
BLUE STAR



SPOROBOLUS HETEROSTACHYUS
PINNACLE



VIOLA SP.
BLUE STAR



ECHINACEA SP.
PURPLE CONEFLOWER



RUDBECKIA SP.
BLACK-EYED SUSAN



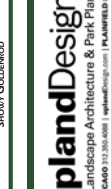
SPOROBOLUS HETEROSTACHYUS
PINNACLE



VIOLA SP.
BLUE STAR



ECHINACEA SP.
PURPLE CONEFLOWER



RUDBECKIA SP.
BLACK-EYED SUSAN



VILLAGE OF WILLOWBROOK



uplandDesign ltd
Landscape Architecture & Park Planning
CREATED BY: uplandDesign.com | PHONE: 630.555.1111

JULY 22, 2024
CLARENDON HILLS
UPDATING DESIGN

LANDSCAPE BEAUTIFICATION STANDARDS

PARK SIGNS

SMALL PERENNIAL BASED DISPLAYS WITH LOTS OF COLOR, TEXTURE VARIETY AND INCLUSION OF NATIVE PLANT SPECIES WITH A FOCUS ON POLLINATORS AND LOW MAINTENANCE PLANTS.

LOCATIONS:

- CREEKSIDE PARK
- FARMINGDALE TERRACE PARK
- MIDWAY PARK
- PRAIRIE TRAIL PARK
- RIDGEMOOR PARK
- TONY AND FLORENCE BORSE MEMORIAL COMMUNITY PARK
- WATERFORD PARK
- WILLOW POND

INSTALLATION DATE:
FALL 2024

BENEFITS:

- PARKS LOOK AND FEEL MORE WELCOMING AND INVITING TO VISITORS.
- ADDS INTEREST AND VARIETY TO LARGE AMOUNTS OF TURF GRASS FOUND AT PARKS.
- BRINGS POLLINATORS TO PARKS AND PROVIDES HABITAT FOR MANY SPECIES OF POLLINATORS
- INCREASES POLLINATOR PLANTINGS WITHIN THE VILLAGE AND PROVIDES A MONARCH WAYSTATION.
- PROMOTES USE LOW MAINTENANCE NATIVE PLANTINGS THROUGHOUT THE VILLAGE.

EXISTING

CREEKSIDE PARK



PRAIRIE TRAIL PARK



TONY AND FLORENCE BORSE MEMORIAL COMMUNITY PARK



RIDGEMOOR PARK



FARMINGDALE TERRACE PARK



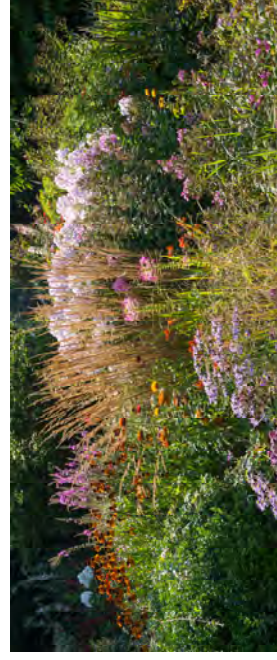
WATERFORD PARK



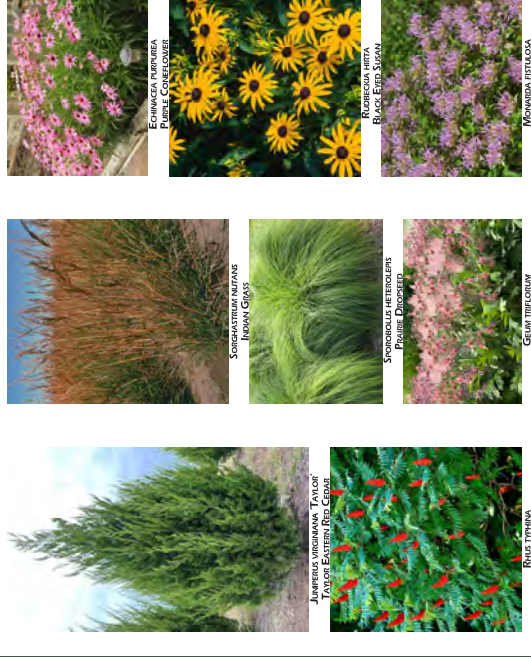
MIDWAY PARK



WILLOW POND



PLANT PALLET HIGHLIGHTS



VILLAGE OF WILLOW BROOK



uplandDesign ltd
Landscape Architecture & Park Planning
CREATED BY: JESSICA WILSON | LANDSCAPEDESIGN.COM | LANDSCAPEDESIGN@GMAIL.COM

JULY 22, 2024
CREATED BY: JESSICA WILSON
UPDATING DESIGN

VILLAGE HALL MESSAGE BOARD

FLORAL BASED DISPLAY OF MIXED ANNUALS AND PERENNIALS AT BASE OF VILLAGE HALL MESSAGE BOARD. CONTINUES PLANTINGS FROM AROUND VILLAGE HALL BUILDING AND VILLAGE MUNICIPAL CAMPUS FOR A COHESIVE LOOK.

LOCATION:

- 835 MIDWAY DR.

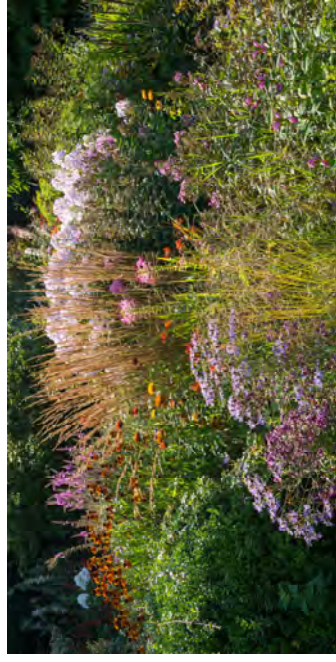
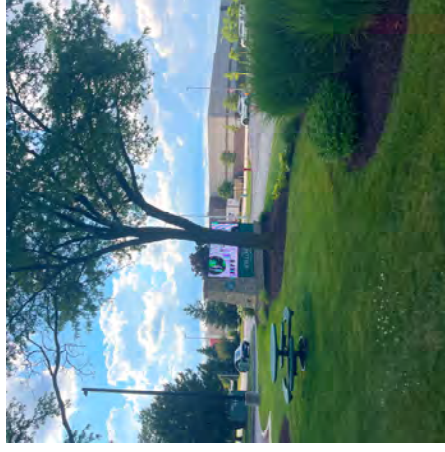
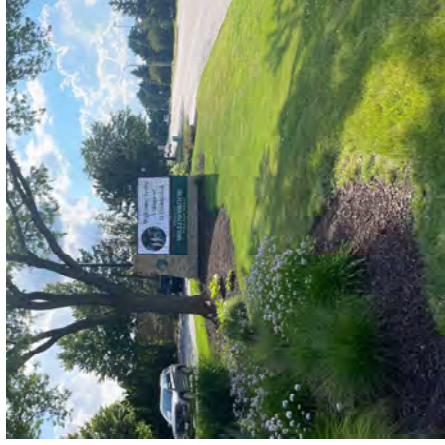
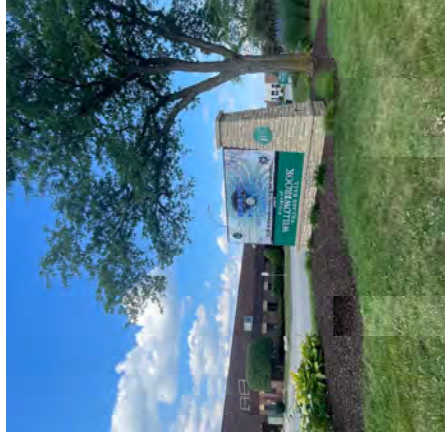
INSTALLATION DATE:

FALL 2024

BENEFITS:

- BEAUTIFIES AND MAKES THE SIGN MORE INTERESTING AND APPEALING AND WELCOMES PEOPLE IN TO VILLAGE HALL CAMPUS.
- MAKES VILLAGE MUNICIPAL CAMPUS MORE INVITING TO THOSE WHO VISIT.
- GIVES LOOK AND FEEL OF HIGH QUALITY MAINTENANCE AND CARE OF THE VILLAGE.
- ADDS A VARIETY OF PLANT LIFE INTO THE SEMI-INDUSTRIAL AREA WHERE VILLAGE HALL IS LOCATED.

EXISTING



PLANT PALLET HIGHLIGHTS



VILLAGE OF WILLOW BROOK



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JULY 22, 2024
UPDATING DESIGN
UPDATING DESIGN

LANDSCAPE BEAUTIFICATION STANDARDS

VILLAGE MUNICIPAL CAMPUS LANDSCAPE ENHANCEMENTS

FLORAL BASED DISPLAYS OF PERENNIALS AND ANNUALS
ADDING TO AND EXPANDING EXISTING PLANTINGS AROUND
BUILDINGS, REDUCING THE APPEARANCE OF AMOUNT OF
EXISTING GRASSES BY ADDING VARIETY OF COLORS AND
TEXTURES FOR MULTI SEASON INTEREST AND CONTINUES
COHESIVE LOOK ACROSS VILLAGE MUNICIPAL CAMPUS.
POTENTIAL TO ADD AND EXPAND PLANTING BEDS ACROSS
VILLAGE MUNICIPAL CAMPUS.

LOCATIONS:

- 835 Midway Dr.
- 825 Midway Dr.
- 7760 S. QUINCY ST.

INSTALLATION DATE:
FALL 2024

BENEFITS:

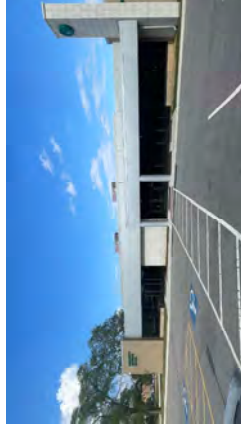
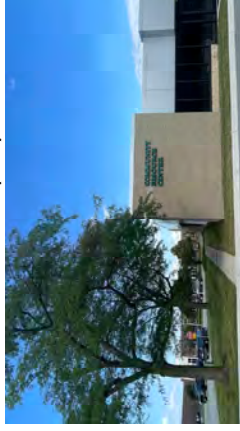
- MAKES THE VILLAGE MUNICIPAL CAMPUS MORE INVITING
AND WELCOMING.
- ADDS INTEREST AND VISUAL APPEAL TO RESIDENTS
ATTENDING EVENTS AND MEETINGS AT THE VILLAGE
MUNICIPAL CAMPUS AND VILLAGE EMPLOYEES.
- BEAUTIFIES AND ENHANCES RECENT UPDATES MADE TO
BUILDINGS.
- GIVES LOOK AND FEEL OF HIGH QUALITY MAINTENANCE
AND CARE OF THE VILLAGE.
- ADDS A VARIETY OF PLANT LIFE INTO THE SEMI-INDUSTRIAL
AREA WHERE VILLAGE MUNICIPAL CAMPUS IS LOCATED.
- INCREASE POLLINATOR PLANTINGS WITHIN THE VILLAGE
AND PROVIDES A MONARCH WAYSTATION.

EXISTING

VILLAGE HALL



COMMUNITY RESOURCE CENTER (CRC)



POLICE DEPARTMENT



PLANT PALLET HIGHLIGHTS



VILLAGE OF WILLOW BROOK



uplandDesign ltd
Landscape Architecture & Park Planning
CREATED BY: [Name] | [Email] | [Phone]

JULY 22, 2024
[Name]
[Email]



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.

DATE: September 23, 2024

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL AND APPROVING THE PURCHASE OF AN OUTDOOR BATTING CAGE SYSTEM FOR THE BORSE MEMORIAL COMMUNITY PARK IMPROVEMENT PROJECT AT A COST NOT TO EXCEED \$23,252.00

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

To pass a resolution to approve the purchase of batting cages from Beacon Athletics for the Borse Park Project Phase II not to exceed the amount of \$23,252.00.

BACKGROUND/SUMMARY

During the planning of the Borse Park Redevelopment process, a new “warmup” area for softball uses was identified as a significant improvement over present condition. The warmup area will consist of two batting cages and two bullpen areas along with a synthetic turf area.

The Beacon Athletic TF Pro Hoist batting cage is a tensioned overhead cable support cage with 6” heavy duty support poles. The poles are powder coated to extend life expectancy and have heavy duty mesh netting to contend with the amount of use these cages will receive. A FuseLink Overload Protection system helps protect the cages against wind and ice overload. This system is used by professional, collegiate, high school, and park district facilities for their baseball and softball uses.

With the installation of the cages at Borse Park, this will enhance the ability of BRW to utilize the space even during inclement weather when field conditions are not ideal as well as during tournaments for teams to warmup, and during practices for more one-on-one practice and coaching. Overall, the addition of these cages will provide an amenity that will be utilized and appreciated by softball players of all ages.



FINANCIAL IMPACT

The proposed cost for the batting cages from Beacon Athletics for the Borse Park Project Phase II does not exceed the amount of \$23,252.00.

RECOMMENDED ACTION:

Staff's recommendation is to approve the purchase of batting cages from Beacon Athletics for the Borse Park Project Phase II in an amount not to exceed \$23,252.00.

RESOLUTION NO. 24-R-___

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING A PROPOSAL AND APPROVING THE PURCHASE OF AN OUTDOOR BATTING CAGE SYSTEM FOR THE BORSE MEMORIAL COMMUNITY PARK IMPROVEMENT PROJECT AT A COST NOT TO EXCEED \$23,252.00

WHEREAS, the corporate authorities of the Village of Willowbrook (the “Village”) have investigated the purchase of a certain outdoor batting cage system for the Borse Memorial Community Park Improvement Project (the “Project”); and

WHEREAS, the selected outdoor batting cage system was bid through Sourcewell, a government purchasing cooperative; and

WHEREAS, Beacon Athletics, LLC has made an acceptable proposal to the Village to supply the outdoor batting case system for Borse Memorial Community Park.

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

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

SECTION 2. The purchase of one (1) Tuff-Frame Pro 70’ Double-Wide Hoistable Outdoor Batting Cage System from Beacon Athletics, LLC, as set forth in the proposal attached hereto as Exhibit “A” and made a part hereof, at a cost not to exceed Twenty-Three Thousand Two Hundred Fifty-Two and 00/100ths Dollars (\$23,252.00), is hereby approved.

SECTION 3. The Village Mayor be and is hereby authorized and directed to execute the purchase order for the selected equipment on behalf of the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. This resolution shall be in full force and effect from and after its passage of approval in the manner provided by law.

PASSED and APPROVED this 23rd day of September, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**BORSE MEMORIAL COMMUNITY PARK OUTDOOR BATTING CAGE SYSTEM
PROPOSAL AND GENERAL CONDITIONS**

Quote

Beacon Athletics
901 Deming Way, Suite 101
Madison, WI 53717



visit our website at beaconathletics.com

(800) 747-5985

Sold To:

VILLAGE O.W.P.&.R. DEPT.
835 MIDWAY DR.
WILLOWBROOK, IL 60527

Ship To:

VILLAGE O.W.P.&.R. DEPT.
835 MIDWAY DR.
WILLOWBROOK, IL 60527

Order Number: 0370270

Order Date: 09/03/2024

Salesperson: KD

Customer Number: B60527

Project Mgr:

Project name: VILLAGE OF WILLOWBROOK PARK - TF PRO CAGE

Customer P.O.	Ship VIA	F.O.B.	Terms
	FEDEX GROUND		NET 30

Special Instructions:

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount (USD)
105-100-495	EACH	1.0	0.0	0.0	19,634.0000	19,634.00

TF PRO HOIST 70-2 (DBL)
TUFF-FRAME™ PRO 70' DOUBLE-WIDE HOISTABLE OUTDOOR BATTING CAGE SYSTEM
MODEL #TFP70-2HST

COMPLETE PACKAGE INCLUDES:

- (10) 6-5/8" OD X 21' LONG BLACK PAINTED* STEEL POSTS WITH WELDED ATTACHMENTS
- (5) SETS WINCHES WITH ALL TENSIONING/ANCHORING HARDWARE
- (2) #36 KNOTTED NYLON 14' H X 14' W CAGE NET (INCLUDES SINGLE ENTRY FLAP ON END)
- (2) 8' X 12' HEAVY-DUTY MESH NET PROTECTOR
- (2) GROUND CABLE KIT

*OPTIONAL POWDER-COAT FINISH ON POSTS AVAILABLE - ADDITIONAL CHARGES APPLY

*ADD \$2,000 TO TOTAL FOR BLACK POWDER-COAT PAINT FINISH ON BATTING CAGE UPRIGHTS

ALTERNATE DEDUCT \$2,250 FROM TOTAL FOR TF PRO STANDARD 70' DOUBLE CAGE -MODEL #TFP70-2STD

105-100-715	EACH	2.0	0.0	0.0	709.0000	1,418.00
-------------	------	-----	-----	-----	----------	----------

BATTING CAGE EXTRA PACKAGE-VS1

INCLUDES:

BEACON L SCREEN
HITTING MAT 6X12-GREEN
NET PROTECTOR-GREEN

Note: For orders without tax exemption certificates on file, sales tax will be charged, where applicable, at the time of invoicing.

Net Order:	21,052.00
Discount	0.00
Freight:	2,200.00
Sales Tax:	0.00
Order Total (USD):	23,252.00

Our promise to our customers...

- Prompt response to your inquiries from knowledgeable and courteous staff
- Quality products that meet your demanding requirements
- Commitment to continuous improvement to achieve an exceptional customer experience

Let me know if we have failed to achieve this promise - or if we have exceeded your expectations.

John Maher, CEO



BEACON ATHLETICS SALES ORDER TERMS AND CONDITIONS

These Terms and Conditions apply to all sales by Beacon Athletics, LLC, a Wisconsin limited liability company ("Seller") to the entity identified on the sales order ("Sales Order") issued by Seller to the entity ("Buyer") to whom Seller shall sell certain goods ("Goods"). These Terms and Conditions together with the applicable Sales Order(s) (collectively, the "Agreement") constitute the entire agreement relating to the subject matter hereof and supersedes all prior or contemporaneous understandings or statements. Any terms submitted by either party which are in addition to or inconsistent with the Agreement (including, without limitation, any terms in a purchase order, order acknowledgment, quotation, invoice, bill of lading or other instrument) are not binding and are expressly rejected, unless agreed to in writing and signed by both parties.

1. PRICES; PAYMENT. The purchase price of the Goods will be as stated in the applicable Sales Order(s) ("Price"), which shall include any applicable sales tax unless Buyer first provides to Seller a valid tax exemption certificate. All Sales Orders are subject to credit approval by Seller. Unless specified otherwise in the relevant Sales Order(s), Buyer shall pay all amounts due for the Goods within thirty (30) days from the date of the applicable invoice, provided that Seller may require pre-payment of all or part of the Price as determined by Seller in Seller's sole and absolute discretion. All past due amounts shall bear interest at the lower of 1.50% monthly (18% annually) or the maximum amount allowed by applicable law. If Buyer fails to make payments or otherwise breaches a material obligation of the Agreement, Seller, may, at its option, by written notice to Buyer, terminate the Agreement or defer shipments or performance.

2. CUSTOM ORDERS. Custom specifications for Goods, if any, shall be detailed in the applicable Sales Order. Buyer shall be solely responsible for confirming that such specifications are designed to meet Buyer's requirements. Upon execution of the applicable Sales Order, Buyer assumes sole responsibility for the full cost of the custom Goods, including product cost, any related service (including but not limited to installation), and shipping costs.

3. CHANGES AND CANCELLATIONS. Buyer may not cancel or change a Sales Order without the written consent of Seller. In no event shall Buyer be entitled to cancel or change a Sales Order where Seller has scheduled shipment of the Goods within thirty (30) days of Buyer's request therefor. If Buyer desires to cancel or change an open Sales Order, Buyer must deliver a written request to Seller, which Seller may approve or reject in its sole and absolute discretion. Where Seller approves Buyer's request for cancellation or change to a Sales Order, Seller shall be entitled to charge Buyer, and Buyer shall be required to pay, a cancellation charge equal to the cost of work completed and/or charges for materials purchased for the Sales Order.

4. DELIVERY. Unless otherwise specified in the Sales Order, all Goods shall be shipped at Buyer's expense and all shipments are F.O.B. Seller's or its suppliers' distribution centers. Seller has the right to select the mode and carrier of shipment.

5. INSPECTION FOR DAMAGES AND ACCEPTANCE. Upon Buyer's receipt of the Goods, Buyer shall immediately inspect the Goods, confirm the receipt quantity and take photographs of the Goods and packaging condition. Unless Buyer provides Seller with written notice of claim for damaged Goods or shortages within five (5) business days after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer. Claims for damaged Goods due to shipping damages shall not be approved without photographic evidence of the Goods while on the shipping trailer.

6. WARRANTIES. Seller warrants that Goods supplied shall conform to the description stated in the Sales Order and shall be free from defects in material or workmanship. This warranty shall be effective for a period of one (1) year from the date of delivery of the Goods to Buyer. Seller disclaims all other warranties, express or implied, oral or written, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Purely as an accommodation to Buyer, Seller may refer or suggest third parties for Buyer to independently hire and install the Goods (each such third party being an "Installer"). Seller makes no warranties, express or implied, and specifically disclaims all liability and disclaims and excludes any and all warranties of merchantability, fitness for a particular purpose or workmanship as to any construction means and methods or any other services performed by any Installer.

7. REMEDIES. In the event that Buyer is in default or otherwise breaches this Agreement, Seller shall be entitled to pursue any and all remedies, legal or equitable including an action to recover the total Price, as well as its costs of enforcing the Sales Order, including, without limitation, its attorneys' fees. If Buyer alleges Seller to be in default under Section 6 hereof, Buyer shall give written notice to Seller stating the same and Seller shall repair or replace the defective or non-conforming Goods within a reasonable time period, which shall be Buyer's sole and exclusive remedy for such breach.

8. LIMITATION OF LIABILITY. Neither party will be liable to the other party for any consequential, special, incidental, indirect, exemplary or punitive damages or losses, or any loss of profits, revenues, opportunities, goodwill or capital. Seller's total liability under the Agreement will be limited to the Price giving rise to the claim.



- 9. INDEMNITY.** Buyer shall defend, indemnify and hold harmless Seller and its affiliates and their respective officers, directors and employees, from and against any claims, liabilities, losses, damages or injuries of any kind (including, without limitation, reasonable attorneys' fees) caused by Buyer or the use or misuse of the materials by Buyer or any third party after Buyer's receipt thereof; provided, however, Buyer shall have no obligation to indemnify hereunder if and to the extent that the relevant claim or liability is caused by an indemnified party. This provision shall not relieve Buyer of any pro rata, proportional, contributory or other allocation of liability under applicable laws.
- 10. COPYRIGHTS AND LICENSES.** Seller shall be deemed the author of the tangible and intangible creative work used to manufacture the Goods, including but not limited to drawings, specifications, models and other similar items ("Instruments of Service"). Upon Buyer's written request, Seller shall provide copies of the Instruments of Service to Buyer conditioned on Buyer's full payment of the Price and the terms hereof. Buyer (or its assigns as authorized by Seller in writing) shall have a perpetual, nonexclusive license to use the Instruments of Service for installation or maintenance of the Goods provided that Buyer agrees to indemnify and hold harmless Seller from all costs and expenses, including cost of defense, related to claims and causes of action asserted by any person or entity to the extent such costs and expenses arise from Buyer's (or its authorized assignee's) use of the Instruments of Service hereunder. Buyer shall not reproduce or make available to third parties the Instruments of Service without Seller's prior written consent (other than for installation or maintenance of the Goods). Buyer shall indemnify Seller for all costs and expenses incurred by Seller to enforce any copyright violations resulting from Buyer's breach of these obligations.
- 11. FORCE MAJEURE.** Neither party will be responsible for failure or delay in performing hereunder (except for the payment of money) due to a cause or circumstance which is beyond that party's reasonable control, including, without limitation, wars or civil disorders, fires, earthquakes, floods, severe weather, acts of God, changes in law or governmental directives, delays in transportation, material shortages, strikes, lockouts, slowdowns or other similar labor disruption.
- 12. GOVERNING LAW.** The Agreement is governed by the laws of, and each party submits to the exclusive venue and jurisdiction of the state or federal courts in, the State of Wisconsin.
- 13. ACCEPTANCE.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. Signatures may be evidenced by facsimile or electronic transmission, the same of which shall be treated as originals.
- 14. MISCELLANEOUS.** The terms of the Agreement do not and are not intended to confer any rights or remedies upon any person or entity other than Buyer. Neither party may assign or transfer the Agreement, without the other party's prior written consent. No modification or amendment of the Agreement shall be binding unless it is in writing and signed by both parties. A party's waiver of any breach of, or failure to strictly enforce, the Agreement will not waive, limit or affect that party's right to do so thereafter. If any provision of the Agreement is invalid, illegal, void or unenforceable, then that provision will be deemed severed from this Agreement and will not affect the validity or enforceability of the remaining provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the order date specified in the Sales Order.

Sales Order Reference #: _____

Seller:

Buyer:

BEACON ATHLETICS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.

DATE: September 23, 2024

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE FOR THE BORSE AND MIDWAY PARKS PERMEABLE PAVER INSTALLATION PROJECT WITH HOPPY'S LANDSCAPING, INC.

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

To pass a resolution to approve Change Order #1 for the Borse and Midway Parks Permeable Paver Installation project in the amount of \$57,357.50.

BACKGROUND/SUMMARY

In early September, representatives from Christopher Burke Engineering (CBBEL) performed a proof roll at Borse Park and found unexpected and poor soil conditions. Testing Service Corporation (TSC), the material testing subconsultant for CBBEL, conducted soil testing at the Borse Memorial Community Park's south parking lot. Their findings indicate that the subgrade does not meet required specifications; dynamic cone penetration (DCP) tests show soil penetration in 2-4 blows per 6" instead of the desired 6-9 blows.

TSC recommends a 9" (0.75') undercut of the existing subgrade throughout the entire south parking lot. This item falls under the "Aggregate Subgrade Improvement" in the Schedule of Prices in the original RFB awarded to Hoppy's Landscaping. At a cost of \$78.50 per cubic yard (CY), pricing would breakdown as follows:

Estimated total quantity needed	920 CY
Original contracted quantity	300 CY
Less quantity used	15 CY
Quantity remaining	285 CY
Additional quantity required	635 CY
Overage cost (635 CY * \$78.50/CY)	\$49,847.50

The proposed undercut would use CA-1 gradation aggregate, consistent with the bottom 13" of the paver parking lot cross section. While this represents a significant cost increase, it would enhance the storage capacity of the permeable paver lot.

Additionally, as part of the original contract, the existing storm sewer pipe was to remain in place. As work progressed, it was discovered that the 12" HDPE portion of the piping was in poor to fair condition. To complete



the necessary storm sewer work, Hoppy's Landscaping requested completing this work on a Time and Materials (T&M) cost basis. CBBEL engineers estimate the cost associated with the storm sewer removal and replacement to be \$7,510.00.

Based on the previous additional costs for the subgrade undercuts, plus the 12" storm sewer replacement, the total additional cost of CBBEL Change Order #1 is \$57,357.50.

After discussion and review of the procurement policy, and the contract with Hoppy's Landscaping, in addition to the time-sensitive nature of the situation, presenting the change order to the Board for approval is the proper procedure for staff to follow.

FINANCIAL IMPACT

The proposed cost for Change Order #1 to complete the Borse Park permeable paver south parking lot is \$57,357.50.

RECOMMENDED ACTION

Staff recommends approving the change order to the Hoppy's Landscaping contract for the Borse Park permeable paver south parking lot project in the amount of \$57,357.50

RESOLUTION NO. 24-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND
AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE FOR THE
BORSE AND MIDWAY PARKS PERMEABLE PAVER INSTALLATION PROJECT WITH
HOPPY'S LANDSCAPING, INC.**

WHEREAS, the Village of Willowbrook (the "Village") entered into a contract with Hoppy's Landscaping, Inc. ("Hoppy's") for the Borse and Midway Parks Permeable Paver Installation Project (the "Project"); and

WHEREAS, the Village Engineer has recommended modifications which changes and increases the scope of the Permeable Paver Installation Project (the "Contract"); and

WHEREAS, Change Order Number One increases the contract price to the Contract by Fifty-Seven Thousand Three Hundred Fifty-Seven and 50/100ths Dollars (\$57,357.50); and

WHEREAS, it is in the best interest of the Village to approve Change Order Number One.

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

SECTION 1: Incorporation of Preamble. The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

SECTION 2: Compliance with Section 33E-9 of the Illinois Criminal Code. The corporate authorities of the Village find that (1) the circumstances said to necessitate the changes to the Contract for the Project were not reasonably foreseeable at the time the Contract was bid; or (2) the changes to the Contract for the Project are germane to the original Contract as signed; and (3) the Change Order Number One is in the best interest of the Village.

SECTION 3: Compliance with the Public Works Contract Change Order Act. The corporate authorities of the Village further find that Change Order Number One does not authorize or necessitate an increase in the contract price that is fifty percent (50%) or more of the original contract price, and that Change Order Number One does not authorize or necessitate an increase in the price of any subcontract

under the Contract that is fifty percent (50%) or more of an original subcontract price.

SECTION 4: Authorization to Execute Change Order Number One. The Village Administrator of the Village is hereby authorized to execute Change Order Number One to the Contract, which Change Order is hereby approved, in substantially the same form as is attached hereto, marked as Exhibit “A”, and made a part hereof, which results in a net increase to the original contract price with Hoppy’s in the amount of Fifty-Seven Thousand Three Hundred Fifty-Seven and 50/100ths Dollars (\$57,357.50).

SECTION 6: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner as provided by law.

PASSED and APPROVED this 23rd day of September, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**CHANGE ORDER NUMBER ONE
BORSE AND MIDWAY PARKS PERMEABLE PAVER INSTALLATION PROJECT
HOPPY’S LANDSCAPING, INC.**



Village of Willowbrook
Change Order

Change Order No.: 1

Date : September 16, 2024

Agreement Date : July 2023

Name of Project: Borse & Midway Parks – Permeable Paver Installation

Owner: Village of Willowbrook

Contractor: Hoppy's Landscaping

CHANGES TO THE CONTRACT DOCUMENTS (Describe and/or attach description/justification)

Borse South Parking Lot Undercuts AND 12" CMP Removal + 12" RCP Replacement

CHANGES TO THE CONTRACT PRICE

Original CONTRACT PRICE =	\$ <u>1,369,441.50</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDER =	\$ <u>1,411,719.75</u>
The CONTRACT PRICE due to this CHANGE ORDER will be (increased/decreased) =	\$ <u>57,357.50</u>
The new CONTRACT PRICE including this CHANGE ORDER will be =	\$ <u>1,469,077.25</u>

CHANGE TO CONTRACT TIME

CONTRACT TIME will (not be affected by this CHANGE ORDER) or will be
(Increased/decreased) by working days:

N/A

The revised Total Contract Time shall be:

N/A

Prepared By CONTRACTOR: Mark Felt (date) 9/16/2024

Reviewed By ENGINEER: Adam Butler (date) 9/16/2024

Accepted By OWNER: _____ (date) _____



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 16th, 2024

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Dustin Kleefisch
Director of Parks & Recreation

Subject: Village of Willowbrook
Borse & Midway Parks – Permeable Paver Installation Project
**CBBEL Change Order #1 – Borse South Parking Lot Undercuts + 12” CPP
Removal/12” RCP Replacement**
(CBBEL Project No. 240474.01)

References: *TSC Daily Field Report for 9/6/2024*
T&M Cost Estimate Spreadsheet – 12” RCP Storm Sewer Installation
12” RCP Exhibit

Dear Mr. Kleefisch:

The Village of Willowbrook is currently under contract with Hoppy’s Landscaping to complete the Borse & Midway Parks – Permeable Paver Installation Project. Once construction was underway on the Borse Park South Permeable Paver Parking Lot, multiple unknown issues were discovered. CBBEL alerted the Village of Willowbrook of these issues which included poor subgrade conditions and a failing existing 12” Corrugated Plastic Pipe (CPP).

While completing the earth excavation for the Borse South Permeable Paver Parking Lot, CBBEL’s material testing subconsultant, Testing Service Corporation, completed soil testing due to suspected poor existing soil conditions. TSC and CBBEL completed a proof roll of the entire parking lot limits along with utilizing a Dynamic Cone Penetrometer (DCP) to test the excavated subgrade. TSC used the DCP test on multiple locations throughout the lot which were all found to have low unconfined compressive strength readings. As seen on the attached, *TSC Daily Report for 9/6/2024* - TSC informed CBBEL that a 9" undercut of the existing subgrade would be needed throughout the entire parking lot limits in order to meet unconfined compressive strength standards.

In order to complete the undercut - the contract pay item "AGGREGATE SUBGRADE IMPROVEMENT" will be utilized. The contract cost per cubic yard (CY) of AGGREGATE SUBGRADE IMPROVEMENT is **\$78.50/CY**. The contract plan quantity was 300 CY with 15 CY of quantity being used on the previous two parking lots (quantity to date based on Pay Estimate #5). The estimated total quantity needed to complete the proposed undercut of the entire parking lot is 920 CY. This would result in a total overage of approximately **635 CY** of quantity and an overage cost of **\$49,847.50**.

The existing 12" CPP storm sewer run is an approximately 82' section of the existing 12" High Density Polyethylene (HDPE) pipe that is called out to remain in place per the plans. A long portion of the entire existing pipe run is 12" Reinforced Concrete Pipe (RCP) in good condition while the 12" HDPE portion varies from poor to fair condition as seen in the attached *12" RCP Exhibit*.

To complete the necessary storm sewer work Hoppy's Landscaping has requested to complete this work on a Time and Materials (T&M) cost basis. CBBEL's estimated costs associated with completing all necessary storm sewer removal and replacement on a T&M basis are shown in the attached *T&M Cost Estimate Spreadsheet – 12" RCP Storm Sewer Installation*. The estimated total of **\$7,510.00** would result an overage cost of **\$7,510.00**. The final costs of the storm sewer removal and replacement won't be known until the work is fully completed but CBBEL's cost estimate was purposely conservative as the estimated price will likely be higher than the final T&M cost.

Based on the previously seen additional costs for the undercuts and 12" storm sewer replacement, the total additional cost of CBBEL Change Order #1 is **\$57,357.50**. The addition of **\$57,357.50** is being presented as CBBEL Change Order #1 to the contract.

The original awarded contract for the Borse & Midway Parks – Permeable Paver Installation Project is **\$1,369,441.50**. The adjusted contract value from previous Change Orders is **\$1,411,719.75**. CBBEL Change Order #1 is a net increase of **\$57,357.50**. We recommend approval of CBBEL Change Order #1 to complete the undercuts and 12" storm sewer replacement on the subject project under this contract, resulting in the adjusted contract value of **\$1,469,077.25**.

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

Sincerely,



Andrew Bourke, PE
Resident Engineer

cc: AJ Passero – Village of Willowbrook
Rick Valent – Village of Willowbrook
Orion Galey – CBBEL



TESTING SERVICE CORPORATION

"Serving Chicago and the Suburbs from an office near you"

DAILY FIELD REPORT (DFR)

OFFICE Carol Stream	PROJECT MANAGER Jeffrey Schmitz	TSC JOB NO. 97922
DAY Friday	DATE 09/06/2024	PAGE 1 of 4

PROJECT Borse Park Permeable Paver Project
LOCATION 208 Midway Drive Willowbrook, IL
CONTRACTOR
CLIENT Christopher B. Burke Engineering, Ltd.

ARRIVE JOB 07:00 AM	DEPART JOB 04:00 PM
ARRIVE JOB --:-- --	DEPART JOB --:-- --
ARRIVE JOB --:-- --	DEPART JOB --:-- --
ON-SITE TIME 9.00	TRAVEL TIME 2.0
TOTAL HOURS 11.0	MILEAGE TOLLS

SUMMARY OF SERVICES PERFORMED PURSUANT TO GENERAL CONDITIONS

Borse parking permeable pavers using DCP
Area 1 as show tsc form sketch. Contractor excavated this area up to final subgrade and show on top brgr sicl mixing with top soil.
First use proof rolling using full construction load semi truck to evaluate ground condition.
Based on proof rolling and observation only small area at west sides of parking show little pumping and deflection rest of area brgrsicl didn't show any pumping.
After that used DCP at all this area up to 12 inch and reading on 6 and 12" deep show 3-4 blows per 6 " deep or 3-4 IBW or 1.0 - 1.3 tsf.
Based on this situation spoken and with tsc engineer Jeff Schmitz and recommended all this area undercut 9" and backfilled with 3"stone CA-1 and rolled with drum roller,
Also recommended on bottom of undercut usin fabric
Observed area 1 undercut 9" and show brgrsicl
Rest of area is going to be excavated next business day.
Informed on job site Contractor and RE for test results

RECEIVING SIGNATURE

RECEIVED BY _____

COMPANY _____

EMAIL LIST _____

TECH SIGNATURE

BY Zoi Mitri

TESTING SERVICE CORPORATION

REVIEWED BY Jeffrey Schmitz

TO SCHEDULE TECHNICIAN SERVICES, PLEASE CALL THE CAROL STREAM OFFICE AT 630-784-4070



TESTING SERVICE CORPORATION

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DAILY FIELD REPORT (DFR) - DRAWING

OFFICE Carol Stream	PROJECT MANAGER Jeffrey Schmitz	TSC JOB NO. 97922
DAY Friday	DATE 09/06/2024	PAGE 2 OF 4

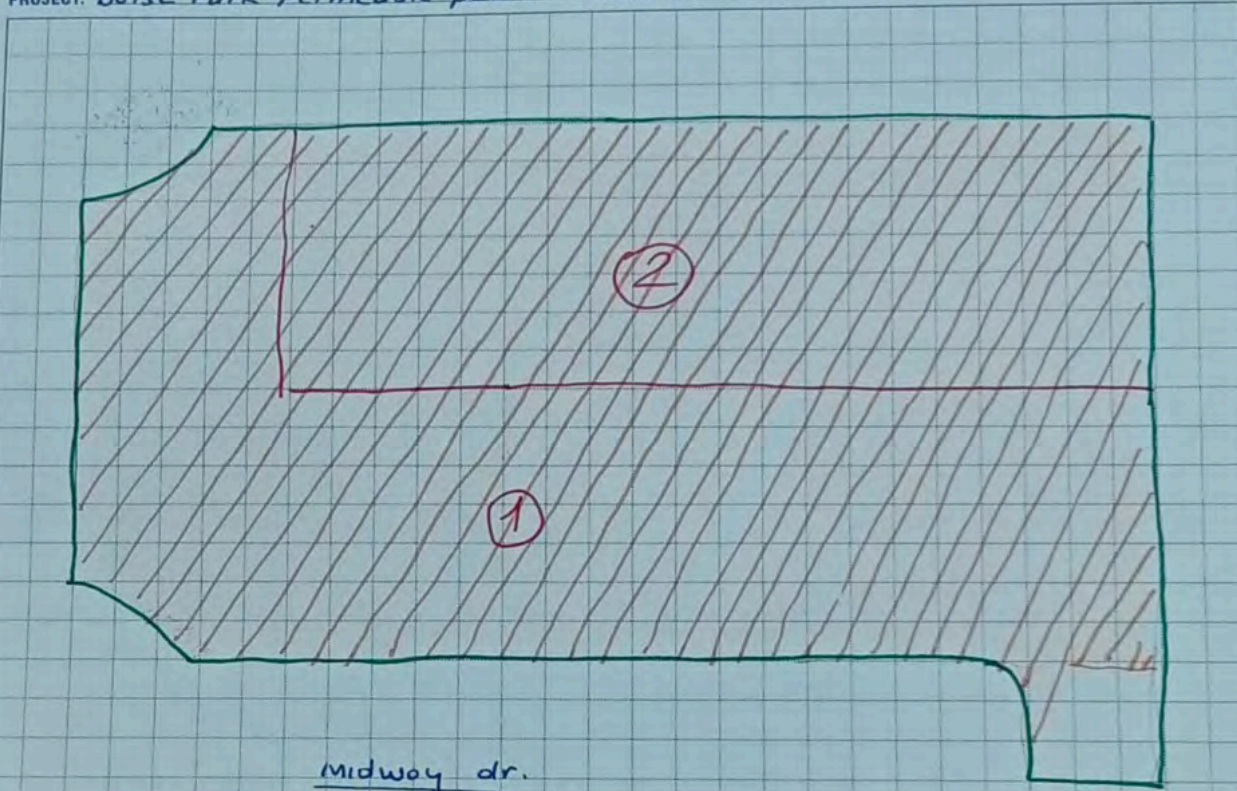


TESTING SERVICE CORPORATION

DFR - SITE SKETCH

OFFICE CS	PROJECT MANAGER Jeffrey Schmitz	TSC JOB NO. 97922
DAY Friday	DATE 09/06/24	Page 1 of 1 Pages

PROJECT: Borse Park permeable paver TECHNICIAN: ZOI MITRI



Area ① Borse Park permeable pavers
contractor removed acc press topsoil up to final subgrade.
The bottom final subgrade shows areas 90% of acc area brprier
mixing with blocktopsoil.
checked proof-rolling first to evaluate ground condition. Based on
proof-rolling and observations areas 80% did not show pumping, except
small area at west side. Based on DCP and observations acc
DCP reading shows 3-4 blows for 6" depth, up to 12" depth, or 3-4 IBV
or 1-1.3 tsf. Based on situation and approved by tsc Engineer Jeff Schmitz
recommended 9" undercut acc this area. observed Area ② undercut today 9"
ACSO recommended on the bottom undercut using fabric

SAMPLES TAKEN / TESTS PERFORMED

<input type="checkbox"/> THIN-WALLED TUBE SAMPLE	<input type="checkbox"/>
<input type="checkbox"/> NUCLEAR DENSITY GAUGE TEST	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

SITE ACTIVITIES

<input type="checkbox"/> AREA EXCAVATED	<input type="checkbox"/> FILL TO BE REWORKED
<input type="checkbox"/> AREA TO BE EXCAVATED	<input type="checkbox"/> FILL PLACED
<input type="checkbox"/> FILL COMPACTED & APPROVED	<input type="checkbox"/>



TESTING SERVICE CORPORATION
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DAILY FIELD REPORT (DFR) - DRAWING

OFFICE Carol Stream	PROJECT MANAGER Jeffrey Schmitz	TSC JOB NO. 97922
DAY Friday	DATE 09/06/2024	PAGE 3 OF 4





TESTING SERVICE CORPORATION
"Serving Chicago and the Suburbs from an office near you"

DAILY FIELD REPORT (DFR) - DRAWING

OFFICE Carol Stream	PROJECT MANAGER Jeffrey Schmitz	TSC JOB NO. 97922
DAY Friday	DATE 09/06/2024	PAGE 4 OF 4



<u>Labor Expense</u>												
Employee	Trade	Number	Days	Total Hrs.			Rate	Insurance	Payroll	Earnings	for Unemployment Tax	
				S.T.	OT	DT		Amount	Amount	To Date	F.U.T.	S.U.T.
	Operator Foreman	1	1	8			\$ 70.00	\$ 560.00	\$ 560.00	\$ 30,000.00	\$ -	\$ -
	Operator	1	1	8			\$ 65.00	\$ 520.00	\$ 520.00	\$ 30,000.00	\$ -	\$ -
	Laborer	2	1	16			\$ 50.00	\$ 800.00	\$ 800.00	\$ 30,000.00	\$ -	\$ -
				32	0	0	\$	1,880.00	\$ 1,880.00		\$ -	\$ -

Foreman Fringes		8.00	@	\$ 35.00					\$ 280.00			
Operator Fringes		8.00	@	\$ 35.00					\$ 280.00			
Laborer Fringes		16.00	@	\$ 25.00					\$ 400.00			
Subtotals, Labor									\$ 2,840.00			
Plus 35% of	\$2,840.00								\$ 994.00			
Subtotals, Labor									\$ 3,834.00			
Workman's Compensation Ins.		15.620%	OF	\$1,880.00					\$ 293.66			
Public Liability & Property Damage Ins.,		9.860%	OF	\$1,880.00					\$ 185.37			
FUT (7,000 Limit).006		0.80%	OF	\$0.00					\$ -			
SUT (12960 Limit).0815		7.20%	OF	\$0.00					\$ -			
FICA .0765 OF		7.65%		\$1,880.00					\$ 143.82			
Total Payroll Additives									\$ 622.84			
Plus .10 Of									\$ 62.28			
									\$ 685.13			

Total Labor Expense

\$ 4,519.13

Equipment Expense				Quantity	Days	HOURS	RATE	AMOUNT
Utility Truck w/ Tools				1		8	\$ 40.00	\$ 320.00
Mid-Size Excavator				1		8	\$ 150.00	\$ 1,200.00
Skidsteer				1		8	\$ 80.00	\$ 640.00
Dump Truck w/Spoil				1		8	\$ 100.00	\$ 800.00

Total Equipment Expense

\$ 2,960.00

Material Expense				Quantity	Unit	RATE	AMOUNT
PIPE MATERIAL TO BE SUPPLIED BY VILLAGE OF WILLOWBROOK							

Plus 15% on		\$0.00			Sub-Total = \$		-
					15% Mark-up = \$		-
					Total Material Expense = \$		-
					Total Labor Expense		\$ 4,519.13
					Total Equipment Expense		\$ 2,960.00
					Total Material Expense		\$ -
					Sub-Total = \$		7,479.13
					5% Contractor Mark-up =		
					Sub-total = \$		7,479.13
							\$ 28.05
							\$ 2.80
					Cost Estimate = \$		7,509.98
					Rounded Cost Estimate = \$		7,510.00

Bond 0.00375%

Plus 10% of Bond





BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 9.

DATE: September 23, 2024

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE DAVENPORT GROUP USA, LTD. AND THE VILLAGE OF WILLOWBROOK FOR AN ONLINE PERMIT SOFTWARE PACKAGE FOR FIVE (5) YEARS AT A COST NOT TO EXCEED \$158,897.00

STAFF REPORT

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

PURPOSE AND ACTION REQUESTED

To pass a resolution to approve the purchase of online permitting software from Lama Software by The Davenport Group USA, Ltd. not to exceed \$158,897.00 over the next five years.

BACKGROUND/SUMMARY

On March 13, 2024, during Budget Workshop #3, the Community Development staff presented the department budget highlights and goals for fiscal year 2024-2025. Researching and securing online permitting software was discussed as a top priority, not only for the benefit of Community Development department staff, but also making it easier for residents and contractors to apply for and monitor their permit applications.

The Village advertised an RFQ for online permitting/plan review/inspection software on May 17, 2024, receiving six (6) bids on June 14, 2024. Staff reviewed all six submitted proposals and scheduled several software demonstrations dating back to November 2023. The lowest bidder was \$24,590.00 and the highest bidder was \$301,648.00 for three (3) years of service and implementation.

Proposals received for 3 years of service:

Contractor	Bid
CloudPermit	\$24,590.00
CivicPlus	\$45,200.00
BS&A	\$67,925.00
Lama/Davenport Group	\$101,920.00
OpenGov	\$145,483.66
Mimeo-Tyler	\$301,648.00



It was determined by Community Development department staff that Lama Software by The Davenport Group USA, Ltd. was the best fit for the department. Staff viewed two (2) online demonstrations from The Davenport Group and department staff went to the Village of River Forest for a live, hands-on demonstration providing an up-close look at the functionalities of the software. River Forest staff had only positive feedback, from the implementation phase through to how user-friendly the software was from both staff and applicant perspectives.

The implementation price quote provided by The Davenport Group is for 5 years of service, with multiple modules including permitting, code compliance, planning, licensing, citizens access portal, mobile app access, and e-plan review. The package also includes all implementation services to get the software live and integration with the existing GIS maps, BS&A financial systems, Laserfiche, BlueBeam, and SeeClickFix. Custom integrations include customer software interface with ACI, the Village credit card processor, and Dacra, the Village local adjudication software. All existing permit data in the current BS&A system will be migrated to Lama. The proposal includes travel for onsite training, creation of custom forms and reports, and Go-Live, experts available when the system becomes active.

H. Grand Totals

Implementation Package	\$80,000.
Custom Integrations	\$3,360.
Data Migration	\$6,000.
Illinois Local Discount	(\$12,900)
Travel Expenses - Estimated	\$6,000.
Costs:	\$82,460.

I. *SaaS Subscription and Support Fees

Year 1	Included
Year 2	\$18,000.
Year 3	\$18,720.
Year 4	\$19,469.
Year 5	\$20,248.
Total 5 Year Costs:	\$76,437.

The implementation package breakdown, labeled H in the LAMA Solution Framework SaaS Implementation Price Quote, includes all software setup customized to the Village's needs, integrations, data migrations, and Go-Live in person support for \$82,460. The SaaS Subscription and Support Fee breakdown, labeled I, is based on an annual cost for up to ten (10) users. This cost will be reduced if we do not utilize all ten (10) accounts.

Although the software will be utilized mainly for Community Development permitting, inspections, and code enforcement, the software can be utilized by multiple departments. Public Works can create right-of-way code enforcement cases from a cell phone using the mobile app and Parks and Recreation can create an address file for each Village park to track annual inspections, maintenance requests and upload new equipment specifications.

Since the Lama software integrates with Laserfiche, the department will save \$8,500-\$10,000 annually on the cost of scanning permit files and will no longer utilize the BS&A permit module saving approximately \$1,200 annually.

FINANCIAL IMPACT

The purchase of Lama online permitting software will cost \$158,897.00 for the first five (5) years of service. A budget amendment of \$82,460 will come before the Board at a future meeting.

RECOMMENDED ACTION:

Staff recommends the approval of acquiring Lama online permitting software from The Davenport Group, at a cost not to exceed \$158,897.00 for five years of service.

RESOLUTION NO. 24-R-___

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN AGREEMENT BY AND BETWEEN THE DAVENPORT GROUP USA, LTD.
AND THE VILLAGE OF WILLOWBROOK FOR AN ONLINE PERMIT SOFTWARE
PACKAGE FOR FIVE (5) YEARS AT A COST NOT TO EXCEED \$158,897.00**

WHEREAS, the Village of Willowbrook (the “Village”) requested proposals for online permitting/plan review/inspection software; and

WHEREAS, of the proposals received and reviewed by the Village, the Village has determined that the proposal submitted by The Davenport Group USA, Ltd., that consists of the LAMA software, best serves the needs of the Village; and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village to approve an agreement with The Davenport Group USA, Ltd. for the purchase of an online permit software package for LAMA software which includes all permitting modules, integration, custom integration, implementation, data mitigation up to ten (10) users, and five (5) years of services at a cost not to exceed One Hundred Fifty-Eight Thousand Eight Hundred Ninety Seven and 00/100ths Dollars (\$158,897.00).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Proposal and Agreement from The Davenport Group USA, Ltd, attached hereto as Exhibit “A”, is hereby approved.

BE IT FURTHER RESOLVED that the Village Mayor is hereby directed and authorized to execute said Agreement on behalf of the Village, and the Village Clerk is hereby authorized and directed to attest to that certain Agreement, attached hereto as Exhibit “A”.

BE IT FURTHER RESOLVED that this Resolution shall be effective from and after its passage and approval as provided by law.

PASSED and APPROVED this 23rd day of September, 2024 by a ROLL CALL VOTE

as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

THE DAVENPORT GROUP USA, LTD AGREEMENT

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement ("Agreement") is entered into by and between The Davenport Group USA Ltd ("Company"), an Illinois corporation, and the Village of Willowbrook, Illinois, ("Client"), a municipal corporation.

1. Definitions

- 1.1. **Pronouns.** The terms "we," "us" or "our" mean the Company. The terms "you" or "your" mean the Client.
- 1.2. **"SaaS"** means the software as a service, commonly abbreviated as SaaS, provided by Company to Client as described in
- 1.3. A.
- 1.4. **"Subscription Fee"** means the fee paid by Client to Company for the use of the SaaS.
- 1.5. **"Effective Date"** means the date this Agreement is signed by both parties.
- 1.6. **"Days"** shall be interpreted as Calendar Days unless otherwise specifically noted as "Business Days". The term Business Days excludes Saturdays and Sundays and Public Holidays.

2. SaaS

We shall provide the SaaS, or services, described in Exhibit A, SaaS Scope of Work under our Standard Support Plan. You are granted the right to use the SaaS only for your internal business purposes and the number of defined Users.

3. Subscription Fee

You agree to pay the Subscription Fee as set forth in Exhibit C, the Cost Proposal, Section I, *Annual Software Assurance and Support*. The Subscription Fee is payable annually, in advance of the term's start date except for the initial term as noted below and is non-refundable. For the initial term, the Subscription Fee is invoiced when users are provided access to the SaaS. Payments to the Contractor shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

4. Term and Termination

4.1. Term

The initial term of this Agreement is five (5) years, which starts on the first day of the first month following the Effective Date. The first SaaS payment shall be due upon the start of Year 2, coinciding with the first anniversary of the initial term start date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms, at our current Subscription Fees, plus an inflation adjustment based on the Bureau of Labor CPI-U, unless terminated, in writing, by either party, at least sixty (60) days prior to the end of the then-current renewal term. Your right to access the SaaS will terminate at the end of this Agreement.

4.2. Termination

This Agreement may be terminated as described below by either party upon written notice to the other party. Upon termination, you shall pay all undisputed fees and expenses related to the software or services you have received, or have been incurred, prior to the effective date of termination. Disputed fees and expenses in all terminations must have been submitted as invoice disputes in accordance with Section 12.

4.2.1 Failure to Pay Subscription Fees. Your access to the SaaS depends on your payment of the Subscription Fees. Failure to pay fees thirty (30) days after the term start date will result in a suspension of your SaaS access and a written notice of our intent to terminate this Agreement. Additionally, if payment is not made within forty-five (45) days after receiving written notice of our intent to terminate, we reserve the right to terminate this Agreement.

4.2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause described in Section 12. You may terminate this Agreement for cause in the event we do not cure or create a mutually agreeable action plan to remedy a material breach of this Agreement within the thirty (30) day window set forth Section 12.

4.2.3 Force Majeure. Either party can terminate this Agreement if a Force Majeure event suspends the SaaS availability for a period of thirty (30) days or more.

5. Professional Services

5.1 General

We shall perform the one-time Professional Services outlined in Exhibit B, Professional Services Scope of Work. The Professional Services are scheduled to be completed according to the Milestone dates, as outlined in Exhibit D, during the initial term of SaaS. The successful and timely rendering of the Professional Services requires good faith cooperation from you. You shall provide reasonable cooperation to us, including, without limitation, making available, as may be

reasonably required, or requested (a) information concerning your business as it relates to the Professional Services; (b) qualified personnel of Client; and (c) sufficient access to your data and systems. Where Client Data is required to perform the Professional Services, and unless specified otherwise, you shall provide such Client Data in a timely fashion and in no more than ten (10) business days. The Project Schedule Milestones as shown in Exhibit D reflect the major deliverables, deadlines, and onsite visits in the project timeline. The parties anticipate the project timeline will have minor adjustments during implementation. However, substantial delays caused by you that result in a thirty (30) day or more cumulative delay to the project timeline, shall require an amendment to adjust the Project Schedule and the additional resource allocations to this project.

5.2 Billing and Payment

You agree to pay the Professional Services Fee set forth in Exhibit C, the cost proposal, Section H, *Grand Total of \$82,460.00*. We will invoice Professional Services monthly based on the Professional Services Milestones (defined in Exhibit D, the Project Schedule) completed the prior month. Payments are due thirty (30) days from the invoice date. Professional services shall be suspended for invoices over sixty (60) days past due. For any disputes arising from Professional Services, you will invoke the Dispute Resolution clause described in Section 12.

6. Indemnification

We shall indemnify, defend, and hold you harmless from and against any claims, based upon infringement of any United States copyright, trademark or patent by the Software. You agree to notify us of any such claim promptly in writing. You agree to cooperate fully with us during such proceedings. We shall defend at our sole expense all proceedings arising out of the foregoing. In the event of such infringement, we may replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement.

We shall defend, indemnify, and save you, your officers, agents, and employees, harmless from or on account of any liabilities, damages, losses, and costs received or sustained by any person or persons by or in consequence of any negligence, other than the negligence of the Client, recklessness or intentional misconduct of Davenport, and any persons employed or utilized by us in the performance of this Project. We agree that negligent, reckless, or intentional wrongful misconduct includes, but is not limited to the use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials.

The indemnification provided above shall obligate us to defend at our own expense or to provide such defense, at the Client's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the Client which may result from the operations

and activities under this Contract whether the construction operations be performed by us, our subcontractors or by anyone directly or indirectly employed by either. The indemnification includes all costs and fees including attorneys' fees and costs at trial or at appellate levels.

You agree to indemnify, defend, and hold us harmless from and against any claims by a third party alleging that your data violates the privacy rights of a third party or violates applicable law. We agree to notify you of any such claim promptly in writing. We agree to cooperate fully with you during such proceedings. You shall defend at your sole expense all proceedings arising out of the foregoing. The indemnification includes all costs and fees including attorney's fees and costs at trial or at appellate levels.

7. Disclaimer

Apart from the explicit warranties contained herein and to the fullest extent allowed by law, we explicitly disclaim all other warranties and conditions, whether expressed, implied, or statutory. This includes merchantability or fitness for a particular purpose or errors arising from user error.

8. Future Functionality

Except as stated herein, you recognize that this purchase is not dependent on the inclusion of any future functionality or features.

9. Limitation of Liability

Company will exercise ordinary care and skill in the performance of its services. Company's liability is limited to those amounts under the policy of insurance, available for claims for damages.

10. Ownership

10.1 Ownership of SaaS Subscription and the Software

We maintain ownership and intellectual property rights to the LAMA Software, and any resources created by us pursuant to this Agreement. You do not gain any license beyond the scope and duration of the SaaS to use the LAMA Software under this Agreement. The Documentation is licensed to you for internal, non-commercial reference purposes only, and may be used and copied by your employees accordingly.

10.2 Ownership of Client Data

We have no right, title, or interest in your Data. You grant us a non-exclusive license to use your data for purpose of completing the services related to this Agreement. We shall protect the security, confidentiality, and integrity of your Data.

11. Insurance

We shall at our own expense, purchase, maintain and keep in force during the term of this Agreement (unless otherwise stated below) such insurance as set forth below. All insurance policies provided under this Agreement shall be written on an “occurrence” basis. The insurance requirement shall remain in effect throughout the term of this Agreement: (a) Commercial General Liability with a minimum coverage \$2,000,000 (b) Automobile Liability with a minimum coverage of \$1,000,000; (c) Professional Liability with a minimum coverage of \$2,000,000; (d) Workers Compensation of \$1,000,000 or in compliance with applicable statutory requirements.

All policies are to be written through companies duly approved to transact that class of insurance and placed with carriers with an A rating or better. The Client, its agents, employees and elected officials shall be endorsed as an additional Insured under our General Liability Insurance. We hereby waive subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against you, it being the intention that the insurance policies shall protect both parties and be primary coverage for all losses covered by the policies. We shall provide you with evidence of Certificates of Insurance promptly upon request. We will not modify any policies by reducing the coverage below the minimum terms provided for above. We shall not create a lapse in insurance coverage.

12. Restrictions

You are prohibited from: (a) making the LAMA Software or Documentation resulting from the software services available to any third party for use in business operations unrelated to your operations or your successful use of services; (b) reverse engineer, decompile, or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the executable code portions of the Licensed Software (collectively, “Reverse Engineering”); (c) using the software or documentation resulting from the software services to develop or assist a third party in developing, products or services that compete with us; or (d) licensing, selling, leasing, transferring, assigning, displaying, hosting, outsourcing, disclosing, or otherwise commercially exploiting the LAMA Software or Documentation to any third party other than as expressly permitted by this Agreement.

13. Dispute Resolution

You agree to notify us in writing within thirty (30) days upon becoming aware of a dispute. You also agree to cooperate with us in attempting to reasonably resolve all disputes. This includes, if requested by either party, appointing a senior representative to engage in good faith negotiations

with our appointed senior representative. Senior representatives will meet within thirty (30) days of the written dispute notice, unless otherwise agreed. All discussions between senior representatives will be considered confidential settlement discussions, not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, the parties will participate in non-binding mediation to attempt resolution. If the dispute remains unresolved after mediation, either party may pursue their rights and remedies in a court of competent jurisdiction. This section does not prevent either party from seeking necessary injunctive relief during the dispute resolution procedures.

14. Nondiscrimination

We comply with applicable federal and state civil rights laws and do not exclude, deny benefits to, or otherwise discriminate against any individual on the basis of race, color, ethnic or national origin, ancestry, age, sex, gender, sexual orientation, gender identity and expression, religion, creed, political beliefs, or disability in employment, admission or access to, treatment or participation in, or receipt of the services and benefits under any of its programs, services and activities, whether carried out by the department directly or through a contractor or any other entity with which it arranges to carry out its programs, services and activities. We do not intimidate or retaliate against any individual or group because they have exercised their rights to participate in actions protected, or oppose action prohibited, by 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

15. E-Verify

We comply with the E-Verify procedures administered by the USCIS for all of our employees assigned to your project.

16. Subcontractors

We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

17. Binding Effect No Assignment

This Agreement shall bind and confer benefits upon the successors or permitted assigns of either party. Neither party may assign this Agreement without the prior written consent of the other party; however, your consent is not required for an assignment by us due to a corporate reorganization, merger, acquisition, or purchase of some or all our assets.

18. Force Majeure

Except for your payment obligations, neither party shall be held liable for delays in fulfilling its obligations under this Agreement to the extent that such delays are caused by Force Majeure. However, in the event of a Force Majeure event, the party experiencing the delay must, within ten (10) business days, provide the other party with written notice detailing the cause and extent of the delay, along with a request for a reasonable time extension equivalent to the estimated duration of the Force Majeure event.

19. No Intended Third-Party Beneficiaries

This Agreement is established solely for the benefit of you and us. No third party shall be considered a beneficiary of this Agreement, nor shall any third party have the right to make any claim or assert any right under this Agreement. However, this provision does not affect the rights of third parties under any Third-Party Terms.

20. Severability

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

21. No Waiver

Failure by either party to strictly enforce the terms and conditions of this Agreement shall not constitute a waiver or modification of the Agreement. Furthermore, such failure shall not prevent either party from enforcing each and every term of the Agreement thereafter.

22. Independent Contractor

We are an independent contractor for all purposes under this Agreement.

23. Notices

All notices or communications required or permitted under this Agreement, including notice of an alleged material breach for termination or a dispute to be submitted to dispute resolution, must be in writing and shall be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) receipt by the sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) receipt by the sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address specified on the signature page or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address shall be borne by the intended receiving party.

24. Client Lists

You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

25. Confidentiality

Both parties acknowledge that their respective employees and agents, while performing this Agreement, may be exposed to confidential information, the disclosure of which could infringe upon the rights of private individuals and entities, including the parties themselves. Confidential information includes nonpublic information that a reasonable person would deem confidential, encompassing personal identifying information (e.g., social security numbers) and trade secrets, as defined by applicable state law.

Subject to the Freedom of Information Act (5 ILCS 140/1, *et seq.* – herein “FOIA”), each party agrees not to disclose any confidential information of the other party and undertakes to take all reasonable and appropriate measures to prevent such disclosure by its employees or agents. The confidentiality obligations outlined herein shall survive the termination or cancellation of this Agreement.

However, this obligation of confidentiality does not extend to information that:

- (a) is in the public domain, either at the time of disclosure or thereafter, except due to breach of this Agreement by a party or its employees or agents
- (b) a party can demonstrate by reasonable evidence was in its possession at the time of initial disclosure
- (c) a party receives from a third party who has the right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under FOIA or similar applicable public disclosure laws governing this Agreement. In such cases, if you receive a FOIA request, you agree to promptly notify us and fulfill the obligations required by applicable law.

26. Freedom of Information Act Requests

Within four (4) business days after the Village’s Notice to the Contractor of the Village’s receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1, *et seq.* – herein “FOIA”), the Contractor shall furnish all requested records in the Contractor’s possession which are in any manner related to this Contract or the Contractor’s performance of the Services, including but not limited to any documentation related to the Village and associated therewith. The Contractor shall not apply any costs or charge any fees to the Village or any other person, firm or corporation for its procurement and retrieval of such records in the Contractor’s possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The

Contractor shall defend, indemnify and hold harmless the Village including its several departments and including its officers and employees and shall pay all of the Contractor's Costs associated with such FOIA request or requests including Costs arising from the Contractor's failure or alleged failure to timely furnish such documentation and/or arising from the Contractor's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Contractor's and/or the Village's defense of any litigation associated therewith. In addition, if the Contractor requests the Village to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Contractor shall pay all Costs in connection therewith.

27. Order of Precedence

All Exhibits are hereby incorporated into this document by reference as if fully set out therein. The parties acknowledge and agree that in creating this document from a complex process of requests and submissions, the Agreement with all its exhibits and supplemental documents, particularly the Proposal and the Request for Proposal (RFP), may include some conflicts in terms, provisions and language. It is the intent of the parties that subsequent Modifications to the Agreement take precedence over the Agreement; that the Exhibits to the Agreement, exclusive of the Proposal and RFP, take precedence over the rest of the Agreement; that the Agreement takes precedence over the Proposal and RFP; and, that the Proposal takes precedence over the RFP.

- Exhibit A. SaaS Scope of Work
- Exhibit B. Professional Services Scope of Work
- Exhibit C. Cost Proposal
- Exhibit D. Project Schedule for Professional Services
- Exhibit E. Company Proposal
- Exhibit F. Client RFP

28. Business License

If a local business license is required for us to perform any services under this agreement, you will promptly notify us and provide us with the necessary paperwork so that we may obtain the license in a timely manner.

29. Governing Law and Venue

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, without regard to its conflicts of law principles. In the event of any legal proceedings, jurisdiction shall lie exclusively in the state or federal courts situated in DuPage County.

30. Multiple Originals and Authorized Signatures

The parties may sign any number of copies of this Agreement. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Agreement. The exchange of copies and of signature pages by facsimile or email, in PDF format or otherwise, shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or email, in PDF format or otherwise, shall be deemed to be their original signatures for all purposes.

31. Cooperative Procurement

To the extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

32. Anti-Corruption

You certify that you have not received or been offered any illegal payment or gift from us or anyone acting on our behalf in connection with this Agreement.

33. No Collusion

The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1, *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1, *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1, *et seq.*

34. Sexual Harassment Policy

The Contractor certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

35. Compliance with Laws and Grants

Contractor shall give all notices, pay all fees, take all action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of,

or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101, *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.* Contractor shall also comply with all conditions of any federal, state, or local grant received by Village or Contractor with respect to this Contract or the Services.

36. Warranty

We warrant that the LAMA Software will perform consistent with the Proposal and without significant defects during the term of this Agreement. If the LAMA Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the defect in accordance with the maintenance and support process set forth in Exhibit A.

36.1 Uptime

Except for scheduled maintenance and required repairs, interruptions due to causes beyond our control and as otherwise provided in this Agreement, the SaaS shall be available to you a minimum of twenty-four (24) hours a day, seven (7) days a week, at least ninety-nine and nine tenths' percent (99.9%) of the time. If we fail to satisfy the minimum availability level of the Software, we shall discount a pro rata share of the affected months billing to Client for the subsequent renewal term.

36.2 Encryption

Data transmitted in the Service is encrypted and user password storage is hashed using best practices. The software has the capability to encrypt certain user-defined data or Details. Since you can create data fields or Details without our knowledge, it is incumbent on you to notify us in writing of any data that should be encrypted to ensure the confidentiality, privacy, and security of all such data and information.

36.3 Data Security

We represent the LAMA Software complies with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives. However, the LAMA Software includes the ability to for you to generate and publish reports and other data for public consumption. You should verify that all published reports and data do not contain information that would violate privacy and data protection laws.

36.4 Fee Calculation

The Software includes fee calculations that can be configured by either party. You agree to always check the fees to ensure that they are accurate before taking any action based on them. We shall not be liable for any mistakes in fees.

37. Entire Agreement

37.1 General

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written, oral, expressed, implied or statutory.

37.2 Amendments

Any amendments to this agreement must be in writing and signed by both Parties. Waiver of any provision under this Agreement will not be deemed a future waiver of that, or any other, provision herein, nor will waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date, noted by the date of the last signatory below.

The Davenport Group USA Ltd

Name: _____

Title: _____

Signature: _____

Date: _____

Village of Willowbrook

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT A- SaaS Scope of Work

In adherence to this Contract Agreement, your services will be hosted either on shared hardware within a LAMA data center or in a third-party data center. Databases housing your Data will be exclusively allocated to you, ensuring confidentiality and security from access by our other clientele.

Our LAMA data centers boast comprehensive redundancy measures in both internet connectivity and electrical power supply. This ensures continuous access to the LAMA Software for our customers, even in the face of unforeseen disasters or hardware failures. In the unlikely event of a data center failure, we retain the right to enact our disaster recovery plan to restore the Software as a Service (SaaS). In such circumstances, we pledge to adhere to a Recovery Point Objective (RPO) and a Recovery Time Objective (RTO) of 24 hours each. The RPO signifies the maximum duration between the most recent recoverable copy of your hosted Data and a subsequent data center failure. Meanwhile, the RTO represents the maximum duration following a data center failure within which your access to the LAMA Software must be reinstated.

We conduct annual penetration tests on either the production network and/or web application, ensuring the robustness of our security measures. Utilizing industry-standard intrusion detection and prevention systems, we continuously monitor network activity for malicious behavior, promptly logging and blocking any such occurrences. Upon detecting any unauthorized access to your database due to security breaches, we commit to providing you with a detailed record of the actions taken. Additionally, we offer the opportunity for an additional security audit at your request, subject to mutual agreement on terms and timing. It is imperative that you refrain from attempting to circumvent or undermine security protocols within the Services or LAMA Software-related environments. Any unauthorized access attempts or vulnerability tests on our network or systems, whether hosted or otherwise, are strictly prohibited without prior written approval from our IT Security Officer.

We rigorously test our disaster recovery plan on an annual basis, ensuring its effectiveness and reliability. While our standard testing procedures are not client-specific, upon your request, we will collaborate with you to schedule and execute a client-specific disaster recovery test at a mutually convenient time. Upon completion of such tests, we will furnish you with the results within a commercially reasonable timeframe upon receipt of your written request. Our responsibility lies in importing backup data and verifying login functionality, while you are tasked with conducting reports and testing critical processes to ensure the integrity of the returned Data.

All data transfer between your devices and our servers is encrypted. Applications involved in the handling or processing of card payment data, we assume responsibility for ensuring the security of cardholder data in our possession. This includes all functions associated with storing, processing, and transmitting such data. As of the Effective Date of this agreement, we affirm our compliance with relevant standards to maintain PCI DSS (Payment Card Industry Data Security Standard) compliance. We have taken requisite measures to validate our compliance with PCI DSS requirements. We commit to providing evidence of our

PCI DSS compliance status through an official Attestation of Compliance. Furthermore, should there be any alterations in our compliance status, we pledge to adhere to appropriate notification procedures as required.

Ticketing Support: You will have access to an online help desk system accessible round the clock, seven days a week. During our defined Hours of Operation, a proficient support specialist will exert commercially reasonable efforts to address inquiries and troubleshoot issues for Standard Support customers concerning our Services.

Telephone Support: During our specified Hours of Operation, your designated Authorized Support Personnel will have access to a live technical support technician. Telephone support will be facilitated through a dedicated support line. Additionally, 24x7 access to self-service resources is provided via the LAMA customer portal. Cases may initially be assessed by a triage agent, who will document and route them to a suitable support specialist for resolution. The support specialist will then manage the case for the Authorized Support Personnel. Please note that the actual time required for resolution may vary. Resolutions may encompass various forms such as workarounds, code updates, user training, or other applicable solutions.

Feature	Standard Support
Hours of Operation	7:00 A.M. until 7:00 P.M. Central Standard Time, Monday through Friday, excluding our observed holidays
Authorized Support Personnel	3
Manual GIS Imports	Annual
Account Manager	Yes
Technical Support Advisor	No
Regular Meetings / Check-ins	Every 6 weeks

Online Support Material: Our LAMA Knowledge Base and online support materials are available to our customers round the clock, seven days a week.

Authorized Support Personnel (ASP): These are the individuals you designate to be the primary contacts with our Technical Support. You shall specify the ASPs according to the Support Plan and must inform us promptly of any changes. ASP are responsible for initiating and managing support cases, requesting system or configuration changes, and serve as the primary contact for support-related communications from us.

It is expected that your ASPs have completed our LAMA Admin Training as well as demonstrate a deep understanding of the agency's configured solution to help with technical issues. ASPs should be able to

readily understand and replicate reported issues with our support staff to assist in effective troubleshooting.

Submitting a Case: Authorized Support Personnel may submit cases via our online support portal or via a telephone call to Customer Support as described below. For Severity Level 1 and Severity Level 2 issues, the ASP must call Customer Support.

Updates: SaaS updates address security patches, critical dependency updates, bug fixes, and new or revised functionality. SaaS updates shall be produced and applied at our discretion. We are under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. Where practical and when applicable, we will schedule Updates during non-business hours and provide you with advance notice and release notes.

Severity Level: If the reported either demands a higher severity level than currently assigned or no longer justifies the severity level based on its current impact on the production operation of the SaaS offering, then the severity level will be adjusted accordingly to reflect its current impact most appropriately.

Customer Cooperation: For us to resolve errors effectively, our support staff must be able to accurately reproduce the issue. We count on your collaboration in this process, which may entail diagnostic or troubleshooting tasks, applying fixes or updates provided by us, or promptly providing requested information.

Third-Party Product Support: We are not responsible for any support obligations regarding any third-party software. Any required changes to our software to accommodate or resolve issues arising from the use of, or a change in, third-party software, is outside the scope of this Agreement.

Project Manager (PM): We will provide a named PM to you. They will facilitate the following scheduled calls based on your Support Plan to review open support tickets with us and to review overall support performance.

Named Technical Support Advisor: We will provide a named technical support advisor for any Preferred support plan holders. The technical support advisor will have knowledge of the customer's system and provide oversight for any support cases created with us. They will also facilitate the following: 1. Scheduled calls to review open support tickets with us; and 2. A bi-weekly service review to review overall support performance.

Manual GIS Data Import: In the absence of ArcGIS Map Servers, the Preferred support plan includes a monthly upload of APO data to your hosted environment. This must be requested following the methods outlined in the case submission process in this document. All imports will be addressed as a Level-3 severity-level case.

Data Export: Upon termination of Services, we will provide a database export and document attachment export. Data exports will not be provided for termination due to Failure to Pay unless all undisputed invoices are paid. Additional data exports can be provided but are outside the scope of services.

Exclusions: This Support Policy does not extend to the following Support Exclusions:

- a. Assistance necessitated by your misuse of the SaaS.
- b. Support provided outside of regular business hours.
- c. Support required due to external factors beyond our reasonable control.
- d. Assistance with customizations or configuration against our best practices, or scripting or data issues caused directly or indirectly by you.
- e. Support related to your third-party software or technology not under our direct control.
- f. Resolution of conditions that cannot be replicated in our support environment.

Any support services falling within these Support Exclusions may be provided by us at our discretion and, if so provided, may be subject to additional pricing and support terms as specified by us.

Support Request (SR) Classifications: The table below provides our classification of support request and the Target Response Time (TRT). Severity Level 1 and 2 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted via email or electronically via the LAMA customer portal.

Severity	Definition	TRT
Level 1	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted)	1 hour
Level 2	Supported Product is affected and there is no workaround available, or the workaround is impractical (e.g. Supported Product response is very slow, day to day operations continue but are impacted by the work around)	4 hours
Level 3	Supported Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention)	8 hours
Level 4	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect)	24 hours

EXHIBIT B – PROFESSIONAL SERVICES SCOPE OF WORK

Services set out in the Cost Proposal are based on the number of users, predicted case types, test plans, integrations, data migrations, persons being trained, and the perceived complexity of every one of the above.

Services shall include weekly meetings between representatives of both parties who have authority to make configuration decisions on your behalf. All weekly meetings shall occur between the hours of 11am and 4pm ET to accommodate staff in different time zones.

There are seventy (70) predicated case types as follows: 30 permit types, 20 planning case types, 10 license types, and 10 code enforcement case types. These numbers are based on our other customers of similar size.

1. Implementation

1.1 Kick-Off Meeting. The project kickoff meeting shall be scheduled in accordance with the Project Schedule in Exhibit D. The purpose of the kick-off meeting is to introduce team members and set expectations for all personnel involved. Questionnaires will be submitted to you immediately following this meeting and you shall return completed questionnaires approximately twenty-one (21) days after the kick-off meeting. The Questionnaire documents shall be reviewed together on conference calls within seven (7) days of you returning the documents.

1.2 Configuration Study. Using the material from the questionnaires, we will produce a Configuration Study document which describes the case types, review divisions, inspection types, fees, forms, reports, code sections, and users that will require configuration in the software. The Configuration Study Draft documents will be submitted to you approximately fourteen (14) days after the receipt of all your completed Questionnaire documents and you shall return completed Configuration Study Draft documents fourteen (14) days from our submittal. The Configuration Study Draft documents shall be reviewed together on conference calls within seven (7) days of you returning the document to identify any required changes. The Configuration Study documents shall then be submitted to you for your Acceptance. You shall have seven (7) days to review the Configuration Study documents and request changes. If no revisions or changes are submitted to us within the allocated time, the Configuration Study shall be deemed to be Accepted. If the number of Case Packets identified in the Configuration Study or later in the process exceeds 20% of the anticipated number (Threshold), the Parties hereby acknowledge and agree that additional Services shall be required to configure case types above the Threshold using the procedures described herein. The parties will work together to either (a) identify mutually agreed upon services to configure the case types that may deviate from the services described herein; (b) identify the case types to exclude from the services described herein such that the number of case types is within the Threshold; (c) enter into an Amendment of \$1,200 per case type to cover the time and other resources necessary to complete the configuration of excess case types.

1.3 Case Packets. We will produce a Case Packet document for each case type defined in the Configuration Study. The Case Packet will document the workflow, fees, required and optional data points, inspections, document submittals, document outputs, required contractors, and public web related help-text and Before You Begin text. Fifteen percent (15%) Case Packets for each module shall be identified by us and submitted to you. The Case Packet documents shall be reviewed together on conference call(s) to identify any required changes. We shall then visit your offices for an in-person review of the remaining 85% Case Packets. We shall submit all Case Packets documents to you within five (5) days of the in-person visit. After the in-person review, the Case Packets documents shall then be submitted to you for your Acceptance. You shall review the submitted case packets within fourteen (14) days of receipt of the same. Subsequent submittals of Case Packets shall be reviewed and either revised or accepted by the receiving party within three (3) business days of receipt. A lack of response within the allotted timeframe shall constitute Acceptance.

1.4 Configuration. We shall configure the software based for each of the Accepted Case Packets generated by us in accordance with the Milestones. While you have considerably more experience in your business processes, we have considerably more experience in best practices in configuration of the LAMA software. We reserve the right to configure the Case Packets using best practices and to avoid certain configurations that will cause the system to not work as intended. If configuration intentionally deviates from that of the Case Packet, we shall notify you and work together on identifying a configuration path mutually agreeable to both parties. Both parties shall work together in good faith to reach agreement.

1.5 Test Plans. We shall record Test Plan Videos of each case type configured by us and provide you with the Test Plan Video and Test Plan Feedback Form. We will initially select five (5) Test Plans for each of our joint review at weekly meetings. All Test Plan Videos will be submitted to you in accordance with the Project Schedule. You shall have fourteen (14) days to review the test plan video and submit revisions to us. A lack of response within the allotted timeframe shall constitute Acceptance. Revisions needed in the configuration shall be performed by us and a video resubmitted. Configuration changes shall be updated on the associated Case Packet document. Substantial configuration changes requested which deviate from the Case Packet may require an amendment to the project timeline and costs.

1.6 Training. We shall conduct software training at your offices after all Test Plans have been accepted. We shall provide group classroom training for the specified days in the Cost Proposal and provide electronic training materials in the form of user guides, training guides, and training videos.

1.7 Go-Live. We shall visit your offices for in-person Go-Live assistance for the number of days specified in the Cost Proposal. Go-Live will be scheduled for Monday morning.

1.8 Post Go-Live. Following Go-Live, we will address any configuration issues that might occur. At the same time, we will discuss with your key staff what works well and what does not. We will look specifically at why certain processes are working well and determine how concepts of those processes can be applied to things that are not working well. Working together, we will formulate a path to resolving any remaining issues with the software configuration.

2. Data Migration

We shall migrate the data sources described in the Cost Proposal. Data Migrations defined in the Cost Proposal are best guess estimates of the time and resources required to complete the migration based on similar data migration efforts for other clients. You are responsible for providing us with two data exports for each data source identified. You shall provide us with the first data export within twenty-one (21) days of the Kick-Off meeting. The second data export shall be provided by 11pm ET on the Thursday prior to Go-Live. We will write a program to migrate the data and it is critical the data export format does not change between the exports. We will review the 2nd data export for schema conformity and notify you by Friday 5pm ET if the schema has changed. Any costs related to delays or cancellations resulting from incompatible or changed exports shall be borne by you. One additional data migration can be run on the existing data sources provided at your request. Other data migration efforts not set out above, including new data exports or data sources not included in the Cost Proposal shall require an amendment to this Agreement for the time and resources required to complete such efforts.

The software provides for the import of code sections and Table of Uses from your adopted ordinances. These code sections and Table of Uses can be imported directly from the required Excel import format by either party. You are responsible for providing or importing applicable code sections in a timely manner.

3. Software Integrations

We shall integrate with the sources described in the Cost Proposal. A software integration may require you to provide us with documentation and specification details of the integration. Requested documentation and data shall be provided to us within twenty-one (21) days of receipt of the request. Custom software integrations in the Cost Proposal are best guess estimates of the time and resources required to complete the integration based on the anticipated scope of the integration and our hourly rates. A more detailed scope of work for each integration shall be developed in coordination with both parties during the project after more details and access to the third-party system being integrated is obtained. If an integration cannot be completed due to factors outside our control, we shall deduct the costs of the proposed integration or work together to find a mutually acceptable solution.

4. Forms and Reports

We shall configure standard Forms and Reports during the Implementation Services. If you wish us to configure any forms or reports you currently use, these custom forms and reports must be identified and submitted to us in Microsoft Word or Excel format during the Configuration Study phase. All submitted custom forms and reports shall be submitted with the populated dataset. While you can configure custom forms and reports in the software, some complex custom forms and reports require software scripting or programming. Custom reports submitted later in the implementation process may require an amendment for associated development costs and may impact the project timeline.

4. GIS Data

LAMA requires GIS Data and GIS Services to operate. At a minimum, we require Address and Parcel GIS data. Parcel GIS data must include owner information including Name, Address, City, State, and Zip. If an ArcGIS Server is available, we will write a program to import Address data no greater than a daily interval, and Parcel and owner data imported at no less than a weekly interval. In the absence of available ArcGIS Map Services, we will migrate either Shapefile or File Geodatabase GIS data twice during the Implementation process. Additional GIS data imports may require an amendment to this Agreement for the time and resources required to complete such efforts.

EXHIBIT C – COST PROPOSAL

LAMA Solution Framework SaaS Implementation Price Quote Prepared for Village of Willowbrook on June 7, 2024. Revised July 14, 2024



A. Modules

Core	Map, Addresses and Parcels; Contacts and Owners; Calendar, Notifications; Document Manager; Reports
Permitting	Building permits, public works, engineering permits, inspections, fees, reviews, workflows, and contractor profiles
Code Compliance	Compliance and inspection cases, notices, citations, communications, adjudication
Projects & Planning	Development review, routing, workflows, board meetings, and hearings
Licensing	Location-based, equipment-based, individual, and business licenses. Includes contractor licensing, special events, food-carts, taxicabs, etc. Workflows, reviews, inspections, and fee calculations. Licenses can be easily renewed.
Work Orders	Service requests including invoicing and reports. GIS associated features, labor, part and materials, contractual work, tasks, and inventory
Citizen Access Portal	Allows citizens and contractors to submit online and track statuses for applications, upload documents, request inspections, and pay fees. Includes Open Data portal.
Mobile App	Android, iOS, and Windows mobile applications. Work offline or connected. Includes routing and navigation, nearby activity via mapping, and voice recognition
E-Plan Review	Allows electronic document mark-up of plan submittals. Facilitates concise communication between plan reviewers
Outlook Integration	Integrates Microsoft Exchange Server calendars with the LAMA calendars
Costs: All Included	

B. Implementation Services

Configuration Analysis Study and Documentation: Information Collection, Documents (Forms and Reports), Workflows	
GIS and Database Setup: Setup and configuration of the database and schema including mapping and integration with GIS datasets.	
Case Type Documentation: Includes the design and revisions to documentation packets for each object type in the system.	
Software Configuration: Configuration of codes and objects from the case type documentation.	
User Acceptance Testing: Preparation and execution of Test Plans. The goal is to demonstrate that the software works properly.	
Standard Forms and Reports: LAMA Standard Forms and Reports to MS Word and Excel are included.	
Training and Launch Preparations: Training Plan and Training Materials are launch readiness.	
Project Management and Coordination: Project management services and deliverables to ensure successful on time and on budget implementation. Includes regular status reports.	
Custom Forms and Reports: Up to fifteen (15) custom are included with each proposed module.	
Costs:	Included

C. Onsite Services

Case Packet Review	2 Professionals	2 days
Training	2 Professionals	3 days
Go-Live	2 Professionals	2 days
Costs:	Included	

D. Standard Integrations

GIS	Integrate seamlessly with ESRI technologies and formats including ArcGIS Server or ArcGIS Online
Financial System	This effort is for building an data interchange format from LAMA, compatible with specification from BS&A.
Payment Gateway	Integration with Persolvent online payment gateway for the Public Web Portal Extension
Laserfiche	This effort is for building an data interchange format from LAMA, compatible with specification from Laserfiche.
Bluebeam	This effort is for syncing plan review documents and comments from Lema to Bluebeam
SeeClickFix	This effort is for syncing incident report created in SeeClickFix into LAMA.
Costs: All Included	

E. Implementation Package

Includes all software modules, services, and integrations listed above. Ten (10) named users - \$80,000	
Named Users: 10	Costs: \$80,000

F. Custom Integrations

API	Custom software interface with API from API	\$3,360
Payments	Payments Inc ReST API	
Dacra	This effort is to create a data interchange file (EDI) that can be imported into Dacra. Dacra would need to provide the EDI specification.	Included
Costs:		\$3,360

G. Data Migration

Data Migration from BS&A for Permitting, Inspections and Code Enforcement.	
Costs:	\$6,000

H. Grand Totals

Implementation Package	\$80,000
Custom Integrations	\$3,360
Data Migration	\$6,000
Illinois Local Discount	(\$12,900)
Travel Expenses - Estimated	\$6,000
Costs:	\$82,460

I. *SaaS Subscription and Support Fees

Year 1	Included
Year 2	\$18,000
Year 3	\$18,720
Year 4	\$19,469
Year 5	\$20,248
Total 5 Year Costs:	\$76,437

*SaaS Subscription and Support Fees include new software updates and releases. Pricing is \$10,000 plus \$800 per named user. SaaS includes toll-free phone and email support. This quote shall remain valid for 180 days.

Benjamin K. Davenport
Benjamin K. Davenport, CEO
The Davenport Group USA, Ltd.

7/15/2024
Date

EXHIBIT D – PROJECT SCHEDULE FOR PROFESSIONAL SERVICES

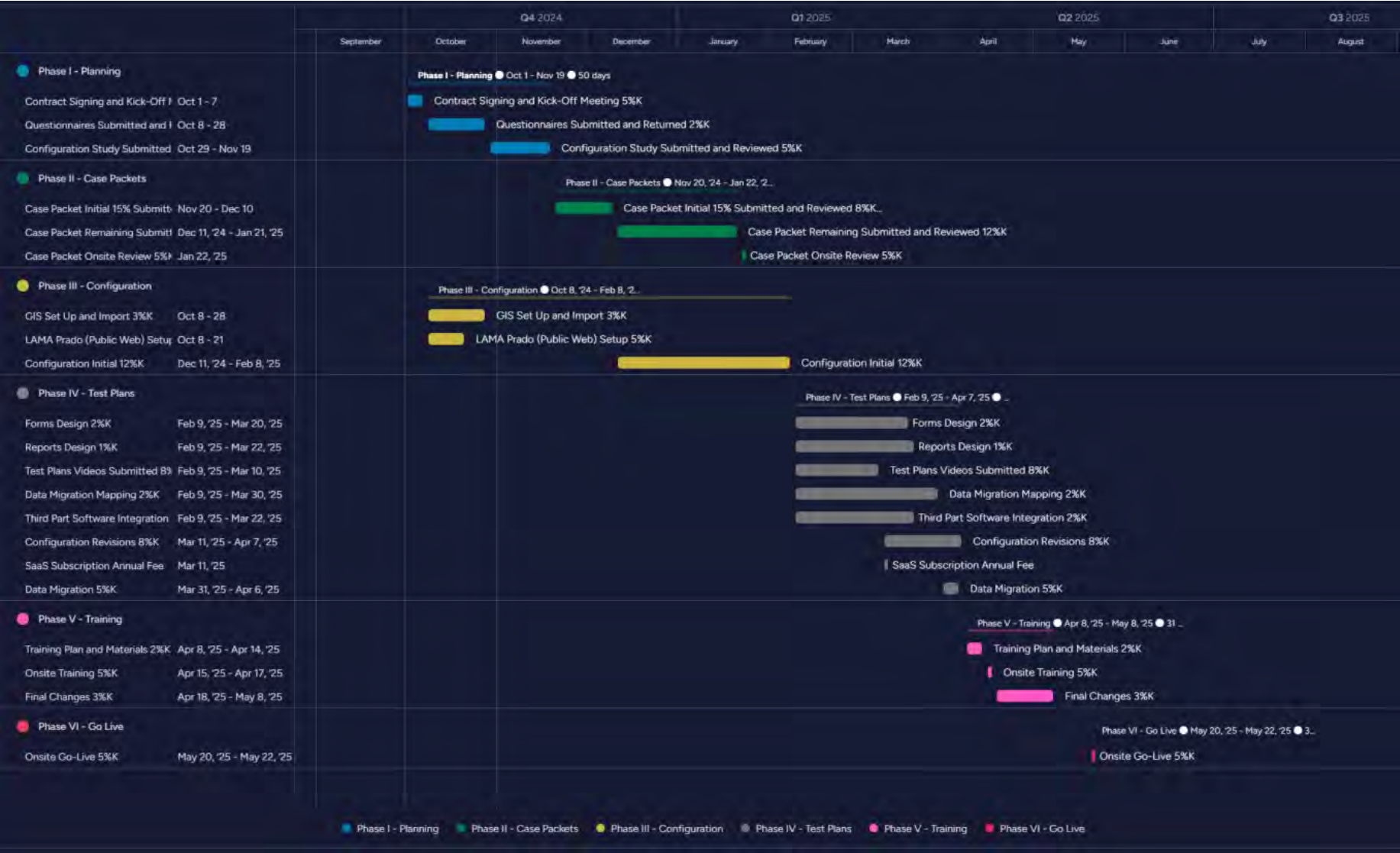


EXHIBIT E – COMPANY PROPOSAL

Proposal for Village of Willowbrook, Illinois



RFP No. 023

Building Permit Software

By: The Davenport Group USA, Ltd.

Due: June 14, 2024 by 11:00 am

Submitted by:

Benjamin K. Davenport, CEO
The Davenport Group USA
128 S. Tejon St., Suite 206
Colorado Springs, CO 80903
Phone: 719-960-4550
Email: ben@davengis.net



Cover Letter

The Davenport Group USA, Ltd.
128 S. Tejon St., Suite 206
P.O. Box 2006
Colorado Springs, CO 80903
June 10, 2024

Village Administrator's Office
Village of Willowbrook
835 Midway Dr.
Willowbrook, IL 60527

RE: Proposal for RFP No. 023 – Building Permit Software

Dear Software Selection Committee:

The Davenport Group USA, Ltd. is pleased to present the following proposal in response to your RFP for Building Permitting Software. We were happy to see an RFP from another Illinois municipality, as we have a strong presence here in the Chicagoland area and would love to add Willowbrook to our list of Illinois municipalities.

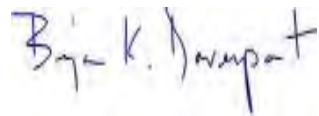
We have had a long history of addressing the needs of local governments in permitting and inspections, planning, projects and development review, code enforcement, licensing, work orders and more. Most of our clients have sought software to manage these matters in order to gain efficiency in processing, do more with less, have better information available in decision-making, eliminate missed action dates, reduce mistakes and duplications, and create new ways for citizens to interface with the local government. Our software is outstanding in integrating all departments around a single workflow. It eliminates problems arising from paper records (missing files and parts of files), and individual, not integrated, databases. It allows quick methods of searching for data that pertain to the problem at hand. It notifies users of upcoming events, such as "comments due" or "action due." It reduces the time it takes to do tasks. It reduces the likelihood of making a mistake in charging fees. And, because it serves information through the GIS, it provides a great organizational tool. After all, almost everything in local government is geographic.

About Us and LAMA Software. We have extensive backgrounds in local government, both as employees and contractors. Our LAMA program was originally released in 2004 – this is our 20th anniversary year! The LAMA solution framework leverages the latest technologies in software innovations. Our solution is GIS-based, .NET-based, SQL Server backend solution, with Mobile Tablet/Phone App for your inspectors, REST and SOAP Web Services and APIs. LAMA is a web application for state-of-the-art user experience and performance. The solution integrates with major server technologies and applications, such as Microsoft Exchange, SharePoint, ArcGIS Server, and online cloud environments, such as Microsoft Azure. We are a full-service firm, and LAMA comes completely and professionally configured by us.

We are a small firm with some prestigious clients. Our LAMA clients include cities as large as Philadelphia and New Orleans, as well as a lengthy list of cities and counties with 20,000 to 100,000 people. Our clients purchase a "Solution," and we deliver solutions that meet their requirements.

I am the authorized agent and contact on this proposal. We do not use subcontractors on our projects or support. My contact information is included below. I believe that the Village of Willowbrook would fit in well with our client base and would welcome an opportunity to further present our program to you. I think you will be amazed!

Sincerely yours,



Benjamin K. Davenport, CEO
The Davenport Group USA, Ltd.



Benjamin K. Davenport, CEO
The Davenport Group USA, Ltd.
Phone: 719-960-4550
Email: ben@davengis.net
Website: www.davenportgroup.us
128 S. Tejon St., Suite 206
Colorado Springs, CO 80903



Table of Contents

Cover Letter	2
Table of Contents.....	4
1. Services Provided	7
A. Understanding of Project.....	7
B. Scope of Services.....	9
C. Backup Plan.....	13
D. Other Services Provided.....	14
1) Implementation Plan	14
2) Kick-Off Meeting	14
3) High Level Configuration Study.....	14
4) GIS Data Migration and Assessor's Database Integration	15
5) Case Packets.....	15
6) Configuration	16
7) Data Migration	16
8) Davenport Test Plan and Execution.....	16
9) Form Design	16
10) Client Installation	16
11) Client Test Plan Review	17
12) Report Configuration	17
13) Final Training.....	17
14) Go-Live	17
15) Post Go-Live Conference.....	17
16) On-Going Services	18
17) Project Schedule	18
E. Testing.....	20
F. Education and Training Plan	22
1) Sample – Work Session/Case Packets.....	23
2) Sample – Training Schedule/Final Training.....	23
G. Proposed Training and Support	24
H. Training Coursework	25
I. Training/LAMA Documentation	27
J. Maintenance and Support	29

1) Customer Support	29
2) Service Level Agreement.....	29
3) Product Upgrades	29
4) Problem Reporting and Resolution Procedures.....	30
5) Timing of Upgrades and Bug Fixes	30
K. Cybersecurity & Security Approach	31
1) Single Sign-on Between Solution Components.....	31
2) Encryption of Data Communication.....	31
3) Security Strategy	31
4) Digital Signature.....	31
5) Security Architecture	32
6) Security Level Management (Role-based Access)	32
7) Compliance with Payment Card Industry (PCI) Security Standards.....	32
8) Web Transactions and Security.....	32
9) Active Directory and Two-Factor Authentication	32
10) Mobile and Web.....	33
2. Qualifications and Experience of Firm	34
A. Davenport Project Team & Organization.....	34
B. Project Management	35
C. Project Management Workflow	36
D. Resumes of Key Staff.....	36
E. Your Davenport Team Members and Roles.....	42
F. Key Responsibilities – Village Roles	43
G. Company History and Experience	45
H. Organization.....	46
I. Experience.....	46
J. Products and Services	47
3. References	48
4. Proposal Pricing.....	55
5. Required Forms.....	57
6. Supplementation Information - Software Description and Features	64
A. GIS Mapping.....	65
B. Addressing and Ownership	65
C. Planning, Projects & Development Review.....	66

D.	Permitting and Inspections	67
E.	Code Enforcement	68
F.	Business Licensing.....	69
G.	Work Orders Module	70
H.	LAMA - Public Web	71
I.	LAMA - Open Data Portal.....	72
J.	Mobility	72
K.	Exchange Integration Service.....	73
L.	.NET Object Model and Web Services SDK	73
M.	Scheduling.....	73
N.	Document Manager	74
O.	Cashiering.....	74
P.	Notifications.....	74
Q.	Advanced Searching.....	75
R.	LAMA Dashboards.....	75
S.	Data Migration and Integration with Other Programs	76
T.	LAMA e-Plan Review and Markup.....	76
U.	Administrative.....	77
V.	Forms, Reports, and Charts.....	77
W.	Tutorials & Support.....	77
X.	Land Disposition and Expression of Interest (Optional Module)	78

1. Services Provided

A. Understanding of Project

The Davenport Group's **LAMA** (LAnd MAnagement) software provides a comprehensive land management solution. Our GIS-based solution manages practically all local government functions with an intuitive user interface and easy-to-use reporting, tracking, and time management functions, all on one centralized system. For the Village of Willowbrook and its requirements, we are offering our LAMA Community Development Suite. It includes Permitting and Inspections, Planning, Projects and Development Review, Licensing, Code Enforcement, our Public Web, and Mobility. Our suite includes Licensing, but it is the Village's option whether to use it or not. Inspections are fully integrated throughout the program -- each inspection type draws from its own checklists, codes (IPMC, IRC, IBC, etc.) and fact patterns. We are proposing a SaaS solution to the Village.

Integrations and Data Migrations. In this proposal we also included several program integrations and data migration from your current system, BS&A for permitting, inspections and code enforcement. We have migrated data from BS&A on several projects in the past and don't foresee any problems. LAMA does come with a document management element which organizes all documents in file folders associated to the permit, planning, and code enforcement case types, etc. LAMA uses a flat file document management system. In this proposal we also included integration with Laserfiche.

As far as integration with your financial program, BS&A, we generally export data on a daily basis. Our preferred method is a CSV or Fixed-Width TXT file. Or we can do something more sophisticated. Integration with a financial program is included in our basic setup at no additional costs.

LAMA utilizes Persolvent by default, or we can use your preferred payment gateway. Applicants can use our shopping cart feature to pay fees by various credit cards. Each online payment generates a LAMA receipt which is emailed to the user, and the payment gateway usually generates a second receipt when payment is tendered.

LAMA now comes with e-Plan Review and Markup. LAMA ePlan Review and Markup provides users with the ability to mark-up, edit and add comments to plans and drawings, then submit them back to the contractor/developer, and get his marked-up drawings in return. No additional costs or licenses needed! Or we can do a seamless integration with Bluebeam if that is your preferred software for plan review and markup. Costs for Bluebeam integration are included in our Standard Integrations.

Our LAMA program integrates all modules. Elements include GIS interactive mapping, addressing and parcel management, cashiering, contacts (addressing and parcel contact information), scheduling, communication log, notifications, charts, reports, and much more. You will love that all forms and reports are created in Microsoft's Word and Excel.

Our Understanding of Contracted Inspections, Code Enforcement and Plan Reviews. Our current understanding is that the Village has outsourced/contracted some of their inspections, along with code enforcement and some plan reviews. Contracted inspectors and reviewers who only use our mobile app or public web to input their findings do not need a user license.

Permitting Module. Our Permitting module addresses Zoning Compliance Certificates, Building Permits (including Electrical, Plumbing, and Mechanical), Sign Permits, Right-of-Way Permits, Driveway Permits, Health Department related permits, and just about any type of permit that can be found in Planning, Engineering and Public Works departments. Users can add, change, or delete permit types from the built-in administrative interfaces. Users can fully configure checklists attached to events in the process, participate in interdepartmental reviews, and associate an inspection profile with any case type. Case types take into consideration the type of permit and land use. The module includes many checklists adapted from international codes.

Planning Module. Our Planning, Projects and Development Review module will manage your Zoning Map and Text Amendments, Conditional Use Permits, Preliminary and Final Subdivision Plats, Planned Development, and Variances. It will also manage the Village's own Capital Improvement and Engineering Projects. Each project has its own profile – who reviews it, types of actions or events, and timeframe. The user groups and auto-generated notifications associated with each project facilitate cross-departmental coordination and a highly efficient workflow.

Code Enforcement Module. Our Code Enforcement module manages both citizen complaints as well as those started by a code enforcement officer. The module is designed to eliminate typing in the field. Users can undertake inspections by checking boxes indicating location and pull up code references and typical fact patterns by clicking on items in a tree. Users can bring up workflows associated with various actions. The module includes a full set of citations from the International Property Maintenance Code, and we will add sections of your local municipal code. The module includes an Adjudication element and Property Management Inspections element which can be used for Rental Housing and Health Department permits.

Licensing Module. Our Licensing module addresses address-based licenses, such as contractor and health department related licenses and registrations, fire prevention inspections, special events, as well as non-address-based licensing, such as for contractors, animals and equipment. Licenses can be easily renewed with one or two clicks of the mouse. Licensing can interface with databases maintained by the State. LAMA will generate a flag when a permit attempts to use a contractor that is not licensed or insured, or whose license or insurance has expired.

Pub Web. Our Public Web allows citizens to apply for permits, complete details, upload documents, request inspections, track permit status and pay fees, etc. The public can view data in LAMA, start and complete applications, upload documents, track the status of a plan or project review, place items in a shopping cart, pay fees on-line, report a problem, and request an inspection. In addition, municipal staff can complete inspections in the field, staff from other agencies can upload documents and submit development review comments and change statuses. (The ability to make payments on-line requires a payment gateway.) Users can print forms and reports.

LAMA's Mobile Tablet/Phone App (LAMA MIA) allows inspectors to route their inspections for the day, find nearby permits, interface with permits, code incidents and licenses on the server, undertake inspections, including adding correction items, upload pictures and documents, view documents in LAMA on the server, schedule new inspections, etc. Nearly all information on LAMA's server is accessible through the phone application and the public web.

In summary, we are a full-service firm who understands your processes. We have designed the program, written all the codes and are quite capable of doing custom programming to address specific client needs. Although LAMA is robust, our users tell us that the software is “intuitive” and “easy to use.”

B. Scope of Services

We have taken the Village’s Scope of Services from your RFP on page 3 and responded to each line item. As you can see, The Davenport Group and our LAMA software can meet or exceed your expectations.

City’s Scope of Work	Y/N	Davenport Response
Permit Process		
1. Create Permits/Projects	Yes	Our LAMA software is a configurable program which manages any number of permit or project case types and their unique workflows. This is also true for code enforcement and license case types.
2. Ability to assign a permit/activity to staff by specific criteria.	Yes	Permits and activities can be assigned to individual staff persons or departments based on specific criteria, such as permit type, geographic area, as well as reviews and inspections assigned to specific persons, departments, contractors, etc.
3. Ability to tie related permits/projects together via a project umbrella.	Yes	Projects and permits can be linked in LAMA. Our planning module will enable the user to process more than one planning case type at the same time, such as a Rezoning and Special Use or a Comprehensive Plan and rezoning. Conditions can also be brought forward to the permit.
4. Ability to connect permit and project documents (photos, permits, etc.) within the system.	Yes	LAMA comes with its own document management system. All documents, photos, plans, etc., are stored in specific Village identified folders within the permit, project, code enforcement case type, etc.
5. A user-friendly, online web portal for citizens including the ability for users to apply for permits, check current status, schedule inspections and complaints, and pay online.	Yes	The public can view data in LAMA, start and complete applications, upload documents, track the status of a plan or project review, place items in a shopping cart, pay fees on-line, report a problem, and request an inspection. In addition, municipal staff can complete inspections in the field, staff from other agencies can upload documents,

City's Scope of Work	Y/N	Davenport Response
		submit development review comments, and change statuses. Forms and reports can also be downloaded from the public web. (The City decides what information is made available to the public.) Contractors can register and renew their registrations, as well as many other features available. And our public web is user-friendly!
6. Software needs to connect to BS&A for accounting purposes and the Village's online payment system for fees.	Yes	<p>We have worked with BS&A on past project implementations and don't foresee any problems. We will build a data interchange format from LAMA compatible with specifications from BS&A. We generally export data on a daily basis. Our preferred method is a CSV or Fixed-Width TXT file. Or we can do something more sophisticated.</p> <p>Regarding the Village's online payment system for fees, by default LAMA utilizes USAePay as its payment gateway. We have also used many other gateways including PayPal, Payflow, Elavon, Authorize.net and several State run systems. Each online payment generates a LAMA receipt which is emailed to the user, and also the payment gateway usually generates a <i>second</i> receipt when payment is tendered. Credit card and other sensitive personally identifiable information is sent directly from the client browser to the payment gateway. Credit card data is not stored in LAMA (nor does it even pass through the LAMA web server). This eases PCI-DSS compliance by offloading.</p>
Plan Review		
1. Plans can be submitted online.	Yes	Plans can be submitted online.
2. Ability to accept digital, scaled drawings/plans, and supporting documentation.	Yes	The program can accept digital, scaled drawings/plans and supporting documentation and they are all stored in one place.
3. Ability for review of digital plan sets.	Yes	LAMA offers complete plan and development review, along with markup capabilities (paperless review).

City's Scope of Work	Y/N	Davenport Response
4. The software needs to be able to connect with BlueBeam Plan Review software.	Yes	We can do a seamless integration with Bluebeam Plan Review software and have done so on many project implementations in the past. We now have LAMA ePlan Review and Markup added to the program – no extra licenses needed. It has almost the same functionality as Bluebeam. See a demonstration to decide which works best for the Village.
5. Users can view the status of their plans at any time.	Yes	Applicants can log into the public web at any time to view the status of their plans at any time. LAMA users also have program and web access to view the status, make changes, add comments, etc.
6. Users can review revised drawings and plans, make edits, and resubmit plan sets.	Yes	Users can review revised drawings and plans, make edits and then resubmit plan sets. All this and more.
7. Ability for the user to be notified of an update on their permit/project.	Yes	Applicants will be automatically notified of a permit/project update. Many different types of notifications can be created and this is all configurable.
Inspections/Complaints		
1. Allows inspectors and permit applicants to email and/or print completed forms from the job site.	Yes	Yes, inspectors can complete and print forms from the job site with our mobile application (printer onsite needed). And permit applicants can email and/or print completed forms online.
2. Ability to schedule inspections online	Yes	Applicants can request an inspection online. The Village makes the decision to accept.
3. Inspectors can approve or deny inspections in the field on their phone or tablet.	Yes	Inspectors can approve or deny inspections in the field on their phone or tablet. Our LAMA mobile application can be used with Androids, iOS, tablets, etc.
4. Inspectors can view the entire file or at least the previous inspection results from the field.	Yes	The entire file, including previous inspection results, can be viewed by inspectors in the field.
5. Inspectors can photograph and document findings in the field, which will upload to the case file.	Yes	Inspectors can take photos in the field and they will automatically upload to the permit or code enforcement case. Inspector's using our mobile application can add comments and document their findings in the field.
Reporting/Other		

City's Scope of Work	Y/N	Davenport Response
1. Ability to pull up data by address, street, permit types, etc.	Yes	LAMA is a GIS-based program and users and applicants can pull data by address, parcel, street, permit types, etc. Ad hoc reporting is also available. Users can query the data in LAMA and export it to Excel for a report. All forms and reports are created in Microsoft's Word and Excel. No extra report program needed.
2. Ability to develop reports to track the amount of time it took a permit, plan review, and project to be completed.	Yes	Reports can be created to track the amount of time it took to complete a permit, plan review or project. Everything in LAMA is tracked – who, what, when.
3. Ability to notify an employee of a deadline on a permit/project (i.e., 72 hours to review).	Yes	Notifications are integrated into the program with hundreds of notification types. Users can set when they want to be notified and the time duration (hours/days before/after).
4. Ability to consume secured ESRI REST services including feature services, map services, cached basemaps, and/or geolocator services.	Yes	Davenport provides a service-oriented solution architecture that is optimized for cloud hosted solution, consisting of SOAP and REST web services layers, web applications, and application virtualization of desktop applications. Davenport utilizes industry standard cloud hosting technologies to provide a high-performance, cost-effective hosting option. Also, LAMA has an open REST API.
5. Integrating existing systems, as necessary.	Yes	We have been offering LAMA software since 2004, and our development/technical team has the knowledge and experience with integrations and data migrations. LAMA includes an API which third-parties can use to integrate with our software.
6. The proposer shall provide all data conversion from existing BS&A for permitting and code enforcement.	Yes	Again, we have been offering LAMA software since 2004, and our development/technical team has the knowledge and experience with integrations and data migrations. We will migrate your permitting and code enforcement data to our LAMA program.
7. The proposer shall provide and administer end user training.	Yes	We always include onsite user and Admin training on all our project implementations.

C. Backup Plan

We always have a backup plan when the project manager or employee involved in the implementation is absent, for long term or short. That is why we have a project team to work with the Village. It doesn't happen often, but on that rare occasion, we have had to replace a project manager in the middle of a project due a close family death. Our projects and milestones are all well documented throughout the process, along with a high-level configuration study, regular meetings and weekly/biweekly progress reports. Several of our employees have been with us for years and wear many "hats," so to speak, and can step in and fill the spot needed. Our employees are cross-trained on module configurations, as well as creating forms and reports, and some support. We hold weekly meetings with our Chief Projects Officer who oversees and coordinates all project activities. We take steps to prevent disruptions, but unforeseen things happen, such as COVID. The coronavirus pandemic altered some of the ways we were doing business. At that time, the effects on our existing contracts were significant, but we implemented our projects remotely and adapted to restrictions on travel and safety concerns related to the spread of the virus. We even had a couple of Go-Lives completed remotely. Rest assured; we will address the situation to your satisfaction if the situation arises.

D. Other Services Provided

1) Implementation Plan

The LAMA software is what is described in the industry as a robust, highly configurable software application. That means that the software is flexibly designed to manage (map and implement) your existing processes, no matter how complex. On the other hand, the flexibility of our design puts a heavy emphasis on our implementation services. These services encompass defining requirements, configuration, customizations, process reengineering (if desired), test plan formulation and execution, training, support, and many onsite visits throughout the project.

A key point is that our software can adapt seamlessly to your existing processes. However, many of our clients have taken this opportunity to optimize and reconfigure workflows and think about the “why” in their current processes.

Given our extensive background in local government, and especially our knowledge of permitting and planning in local government, we feel that we offer our clients some unique capabilities in restructuring workflows. The adaptability of the software to your processes is the reason our projects are very services oriented.

While the client has the capability to configure all aspects of the solution, optimum adaptability and performance are best achieved when set up by professionals with an intimate knowledge of both the software and your processes. As such, Davenport has realized that the key to a successful implementation is the amount of services rendered by us in the process. No other firm offers the amount of services or quality that we provide.

In order to make it easier for you to understand, we have organized those services by the timeline for when the services are rendered.

2) Kick-Off Meeting

The process starts with a web kick-off meeting, where our project manager and team meets your project manager and key stakeholders. Project details and expectations will be outlined, followed by a question/answer session.

3) High Level Configuration Study

This study encompasses several tasks. After the kick-off meeting our implementation team will collect various pieces of information from your potential users. These include workflow diagrams, permit forms, inspection forms, ordinances, letters, notices, etc.

About two weeks after collecting input materials, several members of our team will put together a configuration study for your review. The configuration study attempts to map out generally how we will structure and set up the LAMA software to meet your peculiar needs. We will provide you with a copy of the report and encourage you to comment. This study examines key facets of a particular case type, permit type, etc., including workflows, reviewers, fee calculations, required inspections, and data point captures. The components of this study are used in creating the Case Packets. The Case Packets expand in detail on the more generalized Configuration Study.

As part of the Configuration Study, our design team will examine each of the forms and reports to be generated from within the software. Our team will review the forms and reports to determine to what extent our standard forms can address the details needed and whether any forms and reports need to be customized. We will also use these to identify pieces of information that need to be added to the databases.

After we have completed the Configuration Study, our team may set up one or more web demos and discuss the study with your stakeholders.

4) GIS Data Migration and Assessor's Database Integration

This task involves obtaining the GIS database and analyzing it to determine how best to set it up in LAMA and analyzing the Assessor's database to determine how best to integrate it. The process is complete when the data is migrated by our technical staff into LAMA, and your own LAMA project file is populated with map layers.

5) Case Packets

This task continues the work done in the Configuration Study. The task involves the preparation of a detailed set of information necessary for our team to fully configure LAMA. It involves setting up each permit, license, planning and code enforcement case type (typically as many as 20 or 30 types per planning and permitting module). Module case types have their own process of key events, with documents being submitted and prepared by the Client with each event. These include checklists associated with these events, with details necessary to keep track of information for forms and reports, with document structure, reviews and typical comments, fees, and inspections, etc. LAMA is unique in that all case types are land use sensitive. We do not mix the land use to the case type – it is just another variable in the case type, but as a variable it can alter the workflow or require more information. A case type for a deck permit can be different for a restaurant, as opposed to a single family residential one.

We usually roll the Case Packets out in groups, typically 15- 25% in the first submission, which we will review with you via the web, and the remaining 75-85% in the second submission, which we will review with you onsite. Any Case Packets still remaining will be reviewed by your team and submitted to us before program configuration.

6) Configuration

We use the Case Packets as the basis for configuring the LAMA software. In addition to setting up the modules, the configuration includes setting up user permissions and capabilities, and other aspects shared by all modules.

7) Data Migration

Prior to execution of the Test Plans, Davenport will write a program to migrate historical data sources into the system. The migration itself is done after the Test Plans are created for system stability, but before Test Plan Review, so the client can interact with familiar data in the system. We will share the data migration program with you so you can see how we have mapped your conversion. By writing a program, we have the opportunity to rerun the program at any time, and we often do this to pick up pieces of information that were missed or mapped incorrectly. We have even rerun the program, in parts, at several points in the process, including at final training and go-live.

8) Davenport Test Plan and Execution

This task involves the formulation of Test Plans for many of the case types in the system. Based on the Configuration Study, the Test Plans attempt to prove the system implements the requirements. Davenport executes the Test Plans internally, making any necessary corrections, before submitting to the client. The Test Plans mark the beginning of client access to the software. It gives your project manager and key users access to the LAMA program. It typically occurs about four to five months from contract signing.

9) Form Design

This task involves the formulation of Test Plans for many of the case types in the system. Based on the Configuration Study, the Test Plans attempt to prove the system implements the requirements. Davenport executes the Test Plans internally, making any necessary corrections, before submitting to the client. The Test Plans mark the beginning of client access to the software. It gives your project manager and key users access to the LAMA program. It typically occurs about four to five months from contract signing.

10) Client Installation

Unless otherwise set out in the cost proposal or contract, we will install the LAMA program on the client's server or in the cloud with your GIS layers set up appropriately and the program tentatively configured. This typically occurs three to four months from contract signing. Unless otherwise set out in the cost proposal or contract, annual maintenance and support begins when the client's key users are provided access to the program.

11) Client Test Plan Review

The purpose of this stage is for the client to test the program. We begin this stage with team web meetings to review each case type's configuration with the Client. The Client will then, with Davenport's templates and *How To Videos* as a guide, finish reviewing the Test Plans for each case type. The Client will share Test Plan results and any problems that are discovered with Davenport. Davenport will make such changes to the program, configuration, integration, data migration, and forms, as necessary, to address problems. If necessary, the client will execute the Test Plans again, and when satisfactorily completed, the individual member of the team who is responsible for that Test Plan will sign off on the same indicating it has been satisfactorily completed.

12) Report Configuration

This task involves the design of the client's custom reports and any modifications to standard reports to manage the peculiarities of the client's processes. Because reports are highly dependent on the configuration, Davenport often will design these towards the end of the process. The Client will test these during the two-weeks between Final Training and Go-Live.

13) Final Training

This task is initiated with the development of a Training Plan. Training includes Davenport's project manager and a member of the technical team coming onsite for "n" number of day, depending on the number of users being trained. Final Training is a mix of training on the modules and role-based training. Training is conducted in a seminar/work session, supplemented with selected one-on-one sessions with key users. Modules are usually presented through hands-on sessions containing lecture, hypotheticals, quizzes and assignments. Role-based sessions are often lectures and demonstrations. They often have twice the number of users per class.

14) Go-Live

Davenport staff will be onsite for "n" number of day to ensure that the program is functioning properly and that the users are not having any problems using the program during the Go-Live period.

15) Post Go-Live Conference

Following Final Training and Go-Live, Davenport will address any configuration issues or bugs that occurred. At the same time, we will discuss any training and communication concerns with your key staff. We will look specifically at why certain processes are working well and determine how concepts of those processes can be applied. Working together, we will formulate a path to resolve any remaining issues with the software's configuration or any other concerns.

16) On-Going Services

Our firm provides many types of on-going services. These include User Support via the phone and email, and for our local clients, onsite. We offer Web Seminars on particular issues as they arise and on new functionality. We take requests from our clients for new functionality. Our staff reviews these requests and determines which ones to incorporate in the next or subsequent release(s). We offer post Go-Live training, if needed or requested. We provide eTicket support where clients can present us with an issue, see who is working on it, and follow its resolution. We provide our clients with a personal touch.

17) Project Schedule

Almost all our projects are completed within 5-7 months of the start date, depending on the complexity and modules are purchased. Exceptions are for situations where the client has requested additional time to review Case Packets or Test Plans, or to avoid conflicts with staff workloads and vacations. Your RFP indicated an approximate approval date as either June 24th or July 8th. We have provided you with a timeline on the following page and used the start date of **July 15, 2024**. We can accommodate an earlier start date if the Village so chooses. If we are your selected vendor, we will create another schedule for your project implementation. The following is a SAMPLE Schedule and Milestones.

E. Testing

Listed below are the main test types that will be performed for customizing and implementing the LAMA Solution Framework. All system test plans and conditions will be developed from the requirements listed in the RFP, the Davenport Group Proposal, and the resulting cases of the Implementation Study conducted immediately after project execution.

Functional Testing

The objective of this test is to ensure that each element of the application meets the functional requirements of the Municipality as outlined in the:

- RFP
- Davenport Group Proposal
- Addendums and Other Agreements between the Municipality and the Davenport Group
- Other functional documents produced during the course of the project, i.e., the Implementation Study and resolution to issues/change requests/feedback.

The Functional Testing stage also includes **Validation Testing**, which is an intensive testing of the new functionality and customization to the user interface as necessitated by the functional requirements.

The third stage includes **Specific Functional Testing**. These are low-level tests which aim to test the individual business processes for the Municipality and other data flows within the Municipality and with external agencies.

Integration Testing

Integration Testing proves that all components of the LAMA Solution Framework interface with each other correctly and that there are no gaps in the data flow. The Final Integration Test proves that the solution functions as an integrated unit when all the fixes are complete.

User Acceptance Test

The User Acceptance Test is planned and executed by UAT Team from the Municipality. The User Acceptance Test ensures that the system operates in the manner expected, and any customized features function as intended. It is a high-level test, ensuring that there are no gaps in business workflow or functionality.

Performance Testing

These tests ensure that the system provides acceptable response times.

Regression Testing

Regression Testing is performed after the release of any new functions. It ensures that:

- There is no impact on previously developed functionality of the software

- There is an increase in the functionality and stability of the software.

Regression Testing will be automated using the automated testing tool.

Operations Acceptance Testing

Operations Acceptance Testing is performed by the Systems Installation and Support group prior to implementing the system in a live site. The SIS team, consisting of both Davenport Group and Municipality representatives, will define their own testing criteria, and implement the tests.

User Acceptance Testing

Under our current program, LAMA will generate Test Plans for each of the case types in the modules you are acquiring. The case types will cover all your document management, detail entry, events, checklist integrations, review, fees and forms. The Village will download a packet. Davenport will run through a few with the Village via the web. The Village's project manager will assign the Test Plans to individuals for testing. We will have already run the plans to determine that they work. The Test Plans involve almost every aspect of the program. The Testers are encouraged to complete additional tests of the program and to develop additional test plans if they desire. Every tester will be required to sign off accepting their Test Plan or identify in what way the program failed or does not meet their requirements. In that event, the configuration or customization will be modified and a revised or new Test Plan is submitted for review and acceptance by the Village.

F. Education and Training Plan



We always make our clients a partner in the training process. Our goal in delivering training is to make sure that all users, and in particular key users, have the technical skills needed to use LAMA. Training occurs directly and indirectly throughout the process. We will develop various training schedules during various stages of implementation.

Web Demos During Rough Configuration. During the review of the Case Packets, we will often conduct one or more web or onsite demos with your staff to familiarize them with the program so they can thoroughly review the Case Packets. We will then come onsite to review the remaining case packets.

Executing Test Plans in UAT. During the Work Sessions on the Test Plans, your key staff (testing team) will be given basic instruction on how to adequately use the program and the modules which they will be working in. The testing process is repetitive, and in our experience your testing team will acquire enough knowledge at this time to be able to use the program to undertake certain tasks, such as creating a new permit, processing a workflow, adding details, etc.

Final Training. The Davenport Group will develop a final training schedule. Training is both role-based and module-based. As you might note from the sample on the following page, we tend to do a mixture of classroom and one-on-one training. Classroom training works particularly well if the municipality has a dedicated classroom or conference room which can accommodate up to 12 or more users at one time. The classroom should be equipped with workstations or users should have laptops. However, we are flexible and can adjust our entire training structure to your situation and style of learning. And, while a dedicated classroom for training is desirable, it is not critical. Training is one of the most important contributors to a successful project, so we guarantee it will be effective no matter what techniques we agree on.

- ✓ Web Demos
- ✓ Executing Test Plans
- ✓ Final Training
- ✓ One-On-One Training
- ✓ Classroom Training
- ✓ How-To Videos
- ✓ Training Guides

In addition to classroom and one-on-one training, we also use web demos to demonstrate how to undertake certain tasks. We provide training videos, online website (*How Can We Help You?*) and many training guides. We also have an eTicket system and unlimited free phone support during any period under annual maintenance.

Go-Live Assistance. Davenport will provide you with Go-Live Assistance for two to four days with one or more of our professionals. (*See Section on Proposed Training in Cost Proposal.*) The focus is on making sure that key users are able to do their job in a live setting. We also provide additional one-on-one training when users confront situations that were not anticipated by us or them.

Follow-up Training. Refresher sessions to maximize work efficiency can be added after Go-Live. Davenport will provide web demos after Go-Live on special subjects that your users may be having concerns about. Every client is different, and every user is different. We have noticed that sometimes these classes tend to focus more on developing a flow to process cases.

1) Sample – Work Session/Case Packets

Below is a sample of a Work Session Schedule/Case Packet. A detailed schedule will be created for your project and modules selected.

Work Session Schedule										Number of City Personnel Involved: 3-4							
Case Packets										Number of DGUSA Involved: 2							
Day	8:30	9:00	9:30	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30	2:00	2:30	3:00	3:30	4:00	4:30
Mon		Permitting			Permitting					Permitting				Permitting			
Mon		Planning			Planning					Planning				Planning			
Tues		Permitting			Permitting					Permitting				Permitting			
Tues		Planning			Code Enforcement					Code Enforcement				Code Enforcement			
Structure: City Staff will be assigned LAMA Case Packets -- one for each case type, a week before.																	
City Staff limited to 2 persons on any one case type.																	
Most of the case packets will be covered in the Work Sessions																	

2) Sample – Training Schedule/Final Training

Below is a sample Training Schedule. A schedule will be created for your project, based on the number of modules selected and the number of users being trained.

Training Schedule										Number of City Personnel Involved: >10							
Final Training										Number of DGUSA Involved: 2							
Day																	
Mon	Intro to Rio		Intro to Prado		App Process		Permitting		Planning								
Tues	Code Enforcment		Mobility		Plan Review Internal		Plan Review External		Payments								
All classes will have two trainers - Project Manager & Technical person																	
Additional training days can be added for modest cost																	
Admin training is generally completed virtually with key staff before full user training																	
Other classes available upon request																	

G. Proposed Training and Support

We license by “named” users with a minimum of 10. Costs are outlined in our Cost Proposal. Those people who will only do reviews and inspections by logging into the web will not need a license. As far as training, classes are tailored to job roles – all Village users on LAMA will attend introductory and role-based classes. See detailed description of classes offered in the section entitled, “Training Coursework.” We propose the following services.

Services	
Kick-off Meeting	Via Web
Case Packets (onsite)	2 professionals for 2 days
Final Training (onsite)	2 professionals for 2 days
Go-Live Assistance (onsite)	2 professionals for 2 days
Post Go-Live Follow-up	As needed

Kick-off Meeting. Davenport’s project manager host a web kick-off meeting to present the project to the Village’s team. The project scheduled will be outlined, along with a discussion of work elements, roles, and responsibilities with follow-up questions/answers.

Case Packet Review. For a staff the size of the Village, we are proposing to bring in two (2) professionals for two (2) days to manage the Work Sessions on the Case Packets.

Final Training. For Final Training we will bring in two (2) professionals for two (2) days for classroom and one-on-one training. We usually use one presenter and one professional helping with one-on-one.

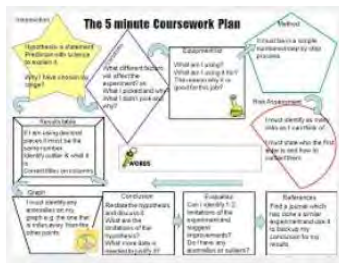
Go-Live Assistance. Davenport will provide you with Go-Live Assistance with two (2) professional for two (2) days. The focus is on making sure that key users are able to do their job in live settings. We also provide additional one-on-one training when users confront situations that were not anticipated by us or them.

Post Go-Live Follow-up. We offer refresher sessions to maximize work efficiency. These can be added after Go-Live. Davenport will provide web demos after Go-Live on special subjects that users may be having concerns about. Every client is different, and every user is different. We have noticed that sometimes these classes tend to focus more on developing a flow to process cases.

All Training Classes Taught by Davenport Professional Staff. We do not use third parties to train or configure our software. All our training is done by our own staff of professionals who are knowledgeable in the software, and are experienced in training persons on how to use it.

In summary, we are flexible and can adjust our entire training structure to your situation and style of learning. Also, while a dedicated classroom for training is desirable, it is not critical. Training is one of the most important contributors to a successful project, so we guarantee it will be effective no matter what techniques we agree on.

H. Training Coursework



Change can have a profound effect on the acceptance of a new software program. We try to ease our new users into the program with encouragement and support – with procedural documentation, classroom and one-on-one training, with training videos, webinars, and sometimes a little “hand holding.” Final training typically lasts from three days to a week depending on the modules purchased and the number of persons being trained.

Different roles require different levels of training. For example, a permitting inspector’s role will be quite different than that of a permit intake person. There will be power users and people who will use the program just for reviewing a project or to quickly look-up information. We provide a high level training plan that accommodates every type of user.

Introduction to LAMA Rio. LAMA Rio is the web-based staff application. This is an introductory class given to all users who will sign into the program and have a user license. It is a broad overview of the entire application with emphasis on the structure of the view, navigation, layout, and functions. Class outlines and support materials are included.

Introduction to LAMA Prado. LAMA Prado is the Citizen Access Portal. This is an introductory class given to all users who want to learn about our Public Web application. LAMA Prado will enable the public to access general information on permits, planning cases, code incidents, licenses, work orders, etc. Citizens will also be able to apply for application online, request inspections, pay fees, renew licenses, update contractor information, and more. This class is focused on what the public experience is and how communication between the customer and staff works seamlessly.

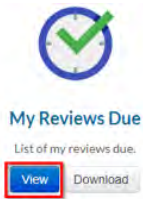
Application Processing. This is a basic introductory class on processing all application types. LAMA users will learn how to create new cases and bring them to completion, edit existing cases, implement searches and finds, query data, and much more. All LAMA users entering data, reviewing applications taken over the web, taking payments, doing the processing other than just making comments are encouraged to take this class. It is a general overview of applications, from application submittal to finalization.

Named Modules (Permitting, Planning, Code Enforcement, Licensing). Classes are then scheduled for individual modules. Again, procedural documentation is supplemented with hands-on exercises. Separate classes are held on the modules being installed for your project – usually Permitting, Licensing, Projects and Planning, Code Enforcement, Public Web, etc. We also have other modules which, if they are selected, will be added or put in place of the above, namely Redevelopment, Work Orders, Historic Preservation, and Infrastructure.

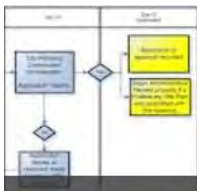
Role Based Classes. The categories below focus on role based classes -- inspections, plan reviews for internal and external users, ADMIN, forms and reports, payments and requests.



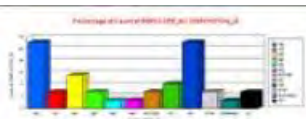
Inspections. Inspections are addressed in multiple classes. Inspectors should sign up for **Introduction to LAMA Rio** as well as **LAMA Prado** and the appropriate “**Hypotheticals**” Classes for Permitting, Planning, Licensing and Code Compliance. Staff will learn to conduct inspections on LAMA Rio, as well as the mobile application, **LAMA MIA**. Our inspection application was designed for inspectors and other users who work in the field. The application is tightly integrated with our LAMA applications, so mobile users can use the software when they are in the office and switch to the mobile application when they leave. This class is for both Android and iOS devices.



Plan Review - Internal. The plan review class will consist of people with user licenses in permitting and planning who only do reviews, signoffs and changing the status of their department, division, or office’s review. It will focus on searches, division comments, comment templates, meetings, notifications, etc., within our **LAMA Rio** application.



Plan Review – External. This class will consist of people who do not have user licenses and only do external reviews, signoffs and changing the status of their department or office’s review. It will focus on searches, division comments, comment templates, meetings, notifications, etc., within our **LAMA Prado** application.



Forms and Reports. LAMA uses Microsoft Word and Excel for producing forms, reports and letters. The program comes with many standard forms and reports, charts and graphs. This class will step the user into executing those existing reports. In addition, the class will teach the user how to edit and create forms using our “Key Words.” The class will also address building queries with our Ad Hoc query builder and how to modify tables and export to Excel.



Requests. This class focuses on staff that are in the front lines of communicating with the public. Staff will learn how to process online inspection requests, review online registrations, review contractor information, along with reviewing documentation submitted through the portal.



Payments. This payment processing class concentrates on those users who are involved in the payment process, taking payments, voiding/deleting a payment, refunding a payment, etc. Financial processes are very individualized to each community.



ADMIN Training. ADMIN training is usually addressed in a small group session outside the classroom. The session is geared toward your system administrator and IT users, and addresses adding/deleting new users to the system, setting permissions on individual modules, instructions on modifying workflows and checklists. Also we touch on how to change a fee, add a new template to the system, modify a case, add or delete reviewers, and more.



I. Training/LAMA Documentation

The LAMA application is rich in documentation. It includes a manual that is updated with each major release, *How-To-Videos*, Materials from Classroom Training, Release Notes with illustrations explaining how to execute new functionality and specially prepared notes on selected topics.

LAMA Manual. The LAMA manual provides full explanations and illustrations on how to execute LAMA's routines, functionality and procedures. It is full of handy tips. The manual is also available online.

How-To-Videos. Davenport has prepared videos on how to undertake various tasks in LAMA. The videos are organized into overviews, basic tasks and more advanced sessions. The videos were prepared as mp4 files with Camtasia. Davenport is constantly adding new videos and reworking old videos when the screenshots become outdated.

Materials from Classroom Training. During final training, all users are given detailed materials related to modules or routines. These materials are full of notes on how to execute tasks. Special topic handouts may be also distributed.

Live Webinars. Continuing your LAMA team's education is periodically given through live webinars on selected topics of interest.

Release Notes. During a typical year, Davenport will probably issue one or two major releases with new functionality, and one or two others minor releases with enhancements and bug fixes. All our releases are accompanied by release notes with illustrations on how to execute the new functionality, or explanations on some processes that have been significantly modified.



Training
Videos



Classroom
Materials



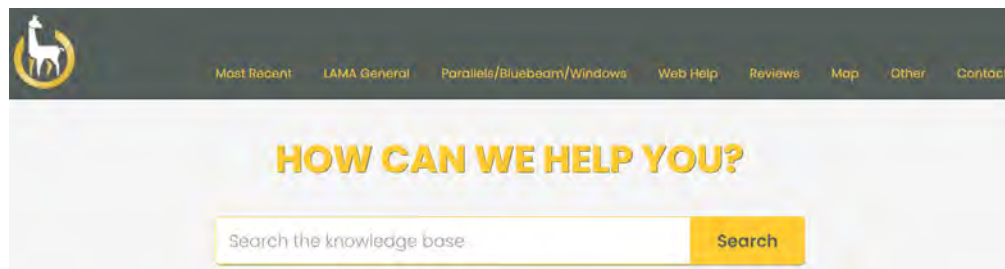
Training
Manual



On-line
Knowledge
Base

Specially Prepared Notes on Selected Items. From time to time we will issue special documentation (sometimes only a single page) on how to execute a process that users seem to be having problems with. These papers include, for example, notes on how to reset passwords, how to set notifications, how to issue a refund, etc.

Knowledge Base Website. LAMA users have access to our “How Can We Help You” website. Convenient search enables users to find articles showing step-by-step procedures. Articles are also grouped into categories by subject matter. A fast and easy “Contact Us” facilitates a quick response to those who need help. Great support tool to enhance and develop your LAMA skills.









Admin Documentation. LAMA includes additional documentation on how to configure the LAMA software. This is the same manual that our own staff uses to configure the LAMA software.

J. Maintenance and Support

1) Customer Support

Customer support is available through our toll-free number, email and eTicket site at any time. As far as resources for user support, we provide training materials and documentation on new functionality, as well as online resources (knowledge base), etc. We do monthly webinars on selected topics – often new releases. Our phone lines are manned from 7:00 AM to 7:00 PM (CT). We will respond to emergency situations directed to our cell phones at times outside these hours. All of our clients have access to direct lines, including cell phones, for any staff member who has worked on the project, including senior staff. It is not unusual for some of our staff to be working through the night. We have answered calls at 11:00 PM and 5:00 AM. Our telephone support line is 800-640-0373 option 2. We encourage our clients to contact us by phone for issues that need immediate resolution and the eTicket site for all issues. The eTicket site has the advantage of allowing the client to see who is working on the issue and its status.

-  eTicket Support
-  Email Support
-  Telephone Support
-  Tutorials and Videos
-  On-line User Forums and Knowledge Base
-  Web Demos on Selected Topics

2) Service Level Agreement

We offer a standard annual maintenance agreement which entitles the client to any upgrades in the modules they have, any bug fixes, report design, unlimited free phone and eTicket support, and one or more days per year of onsite training, subject to personnel availability and some shared costs. We also offer monthly Web training on client topics of interest or a specific concern and on new functionality. Our clients will tell you that we have never turned down a request for additional training. In terms of addressing problems in the software, issues are prioritized with those affecting the major functions in the program receiving top priority; then those that affect ancillary functions; then those that are minor or cosmetic. We attempt to answer all phone calls immediately. In a survey conducted in 2022, we found that the majority of our tickets, emails and phone calls were resolved within 24 hours. We only offer one level of support – the best!

3) Product Upgrades

LAMA's SaaS application is automatically maintained by us with the latest version of the program. Our LAMA solution is self-updating and requires no staff support on the part of the municipality. For the first year and then as part of the annual maintenance agreement, the application will download and apply new updates when available, meaning there is no staff support required on the part of the municipality. The municipality can also choose not to enable the self-updating feature and instead control when to apply the update. Updates to LAMA will not negatively affect client customizations since client customizations are kept separate from the program files maintained for all LAMA clients.

Feature requests can be submitted at any time by clients, and historically a significant portion of feature requests are implemented within one year. Major releases with exciting new features are typically planned for once a year, but a second release sometimes occurs. Minor releases, usually to address bug fixes with some occasional new functionality, are added, as necessary.

4) Problem Reporting and Resolution Procedures

Services are divided into two types – general help with the use of the program and the reporting of problems or errors. The Davenport Group will use its best efforts to respond to all calls within 30 minutes. We will use our best efforts to correct a reported problem or error consistent with the seriousness of the problem as set out below.

Davenport has classified all problems into three types: *Critical*, *Significant*, and *Minor*. *Critical* errors are those that affect one or more fundamental functions of the program and which make the program inoperable, or cause it to shut down or lock up, or cause it to produce erroneous results. *Critical* errors receive our top priority and are worked on immediately until a remedy or work-around is found. We will continue to work on those until a fix is found – our goal is less than four hours. *Minor* errors are those that do not affect a fundamental function in the program or which do not cause the program to be inoperable, to shut down or lock up, or produce erroneous results. An example of *Minor* is the production of a message box with an error code that can be closed with no effect on the functioning of the program or a misspelling of a label. Errors that are not *Critical* or *Minor* are considered to be *Significant*. LAMA is a very stable, mature program. *Critical* problems are virtually non-existent.

We encourage our clients to use our e-Ticket site where they can monitor the progress being made and interact with our staff.

5) Timing of Upgrades and Bug Fixes

Whenever possible, any upgrades, bug fixes, necessary downtime or outage windows will occur during the Village's off times, namely, evenings and weekends. In the event that any of the above would not occur during those periods, we will notify the Village and seek approval before beginning maintenance.

K. Cybersecurity & Security Approach

The Davenport Group takes security seriously. We have certified security+ professionals on staff. We are a Level 2 PCI service provider and routinely undertake pen testing on our cloud-hosted solution. The Davenport Group maintains a cyber security insurance policy and adheres to industry standards for password hashing and data encryption. Our database provides encryption at-rest, and server disks are encrypted with Bitlocker. Our on-premise solution integrates directly with Windows' identity principals, and our Cloud solution offers Active Directory integration through SAML for Azure AD, Octa and others. We have a 30 minutes SLA for critical issues and 24-hour response time for other inquiries.

1) Single Sign-on Between Solution Components

Users will have access to all the components (permitting, licensing, planning, code enforcement, etc.) within LAMA after signing in. There would be no need to login again to access the different components. Solutions accessed over the web (LAMA Public Web and the LAMA mobile applications) would require a separate log on at the time. The LAMA Android and iOS applications use the same credentials as LAMA. The LAMA Public Web solution requires a separate, but connected account, which the user would need to supply upon login even if he/she were already logged into LAMA.

2) Encryption of Data Communication

All LAMA applications transmit data over Secure Socket Layer (SSL) to encrypt data transmitted across a network.

3) Security Strategy

Regarding SQL injection, the program utilizes only stored procedures in SQL Server. In terms of password protection, we utilize built-in .NET security and Cryptography namespaces, using one-way hashes for passwords. All sensitive data, such as email addresses, can also be configured to be stored in the encrypted database. Text variables and strings in the source code are also encrypted to prevent de-compilation and discovery of seed strings. In regard to corruption, TCP and SQL Server will identify missing packets or a bad request and recover. In the event the installation of the application in a self-hosted environment is corrupt, the municipality will have the setup MSI files to reinstall the software. Regarding malicious access, user permissions are identified in the software for over 100 permissions. Standard application configurations for timeout functionality are configured (such as in the web.config file for web-based applications) and can be set with screen-saver/password resume for desktops. In addition, the software tracks all user edits by username, date, old value, and new value.

4) Digital Signature

Certain areas of the LAMA Public Web application will require the end user to validate that they are who they say they are and any information provided is accurate. These areas are usually coupled with strong, enforceable, legally binding agreements with which the end user must accept and agree to in order to submit said information. This language is often provided by the Village's legal staff.

5) Security Architecture

In terms of system architecture, we rely on both application and database security. In addition, a SHA hash of the software DLLs is stored in the database and verified with the application when it is started locally, preventing any alterations of the program's DLLs. When updates are distributed, the new hashes are updated in the database. When updates are applied (if system is hosted locally), the updates can be configured to verify that it's a trusted source, such as an IP or certificate.

6) Security Level Management (Role-based Access)

LAMA has over 100 distinct user permissions that can be easily managed by user roles from within the software administrative section, or through Active-Directory.

7) Compliance with Payment Card Industry (PCI) Security Standards

The LAMA Web application accepts payments through a PCI compliant payment gateway (the gateway used is up to you). We recommend Persolvent's USAePay because we like some of their features. We do not and will not store any credit card information.

8) Web Transactions and Security

LAMA provides the applicant with the ability to pay fees or fines online through our LAMA Public Web program. The shopping cart in LAMA interfaces with 3rd party payment processors such as USAePay, USAPaypal (A.K.A. Payflow), Chase Payment Tech, Authorize.net and others, and will either embed a control from that processor or redirect them (depending on payment processor and integration method).

This is seamless for the web user and also secure. While the actual methods and data returned by the payment gateway vary slightly, credit card data is *never* stored on or even sent to the LAMA server. It goes from the user's browser directly to the payment processor. In this way the community is able to receive payments online without having to store the credit card data which comes with additional PCI/DSS requirements. The payment processor site sends the LAMA server the transaction response which contains the transaction result (approved, declined, etc.), the approval code (if any), the amount approved, and usually line items and a transaction message that has readable information in case of error.

In addition, LAMA itself has the ability to declare fields *sensitive*. Sensitive fields are encrypted in the database and are masked and only partially shown later for verification purposes. So, for example - an SSN field would be set as sensitive. Doing so both encrypts it in the database and shows it as XXX-XX-1234 when it is displayed. LAMA users cannot see the full data in a sensitive field unless they have those rights in the administrative section of LAMA.

9) Active Directory and Two-Factor Authentication

We have Active Directory and single sign-on and two-factor authentication capabilities. Security is robust with over 100 function settings. User profiles can be set for groups and copied from one user to another.

10) Mobile and Web

Mobile and web users' accounts are synchronized with the server, so all security and permissions are mirrored by default. The mobile and web API's employ the OAuth standard for authentication. User session length is also configurable.

2. Qualifications and Experience of Firm

A. Davenport Project Team & Organization

Our team organizational chart is below. There are no other firms or subcontractors involved in our project implementation. Our project structure is simple – everyone on our team reports to the project manager for the project.



Your Davenport assigned team will consist of a Project Manager, Technical Team Coordinator, Configuration Team and a Document Specialist. Our project managers are available 85% of the time for all stages of the project, not just preliminary and final stages. Your Davenport Group project manager will be coordinating every aspect of your project and timeline. He/she will be hosting your weekly meetings, submitting progress reports, as well as serving as team lead to shepherd you through the Configuration Study, Case Packets and Test Plan reviews, program configuration, etc. Your project

manager will be on-site for final training, as well as go-live. Generally, 95% of the time it will be your project manager who will respond to your support tickets involving program configuration changes, reports, general questions and requests for documentation. Our project managers have strong backgrounds in local government, typically City Building Officials and Planners with masters' degrees and professional certifications. Your project manager's leadership will take you through the entire process from beginning to end, as he/she will be responsible for the ongoing implementation and delivery of LAMA.

We have a Technical Team Coordinator who will coordinate with our teams specializing in IT and Cloud Management, as well as GIS, Integrations, Data Migrations, and the Public Web. These specialists will coordinate with the City's specialist at the determined time, as outlined in the project. We will also assign a technical person who will be available onsite during final training and go-live.

Your project will also have an assigned Configuration Team which consists of experts in configuring each module – specialists in Permitting, Planning, Licensing and Code Enforcement.

And finally, your Documentation Specialist will analyze your current forms and reports, creating any news custom reports, as necessary. Each module comes with 15 custom reports. You will find the program comes with many standardized reports, as well as Ad Hoc reporting. Your final training materials will be created by the Documentation Specialist, using your data. Any special documentation needed will also be created by the Document Specialist, ensuring complete knowledge transfer.

B. Project Management

We see this implementation as a collaboration between the Village and the Davenport Group. Davenport will work with the Village to document its workflows and provide the expertise to implement, configure and customize the software.



After the project scope has been identified, our project manager will create a Gantt Project Plan where each step or task is identified and what named staff is responsible for the completion. There is an approximate start date and end date, enabling the team to stay on schedule.

C. Project Management Workflow

The project is broken into nine stages of implementation with tasks. Certain steps must be completed before others can begin. Weekly meetings are held with project managers involved and key Village staff, when needed. Our project manager will submit regular status reports on what has been completed and what is outstanding.

We are an easy, fun group to work with. We try to accommodate your changes in the schedule, especially around holidays and vacations.

Configuration Study									
Name	Subtasks	Owner	People	Duration	Dependent On	Timeline - Start	Timeline - End		
Analyze Forms and Submitted Documents for Datapoint:		Molly Booth		28	Forms and Documents Submitted by Client	2023-01-16	2023-02-12		
Technical Integrations Meeting	Server Specifications, Web Payment Gateway / Persolvent Meeting, Finance Export - Springbrook, Laserfiche	Molly Booth	Tech Team	14	Configuration Study Finalized	2023-02-23	2023-03-08		
Subitems	Name	Owner	Status	Due Date	Completion Date	Duration	Planned Effort		
	Communicate Server Specifications								
	Web Payment Gateway / Persolvent Meeting	Molly Booth	Working on it	2023-03-07					
	Finance Export - Springbrook								
	Laserfiche Integration								
Set Up Cloud Hosted Environment		Molly Booth	Tech Team	14	Technical Integrations Meeting	2023-03-08	2023-03-21		
Request Data Migration Sources from Client		Molly Booth		14	Technical Integrations Meeting	2023-03-08	2023-03-21		
Request GIS Data and Accessor Data from Client		Molly Booth		14	Technical Integrations Meeting	2023-03-08	2023-03-21		
Basic Configuration of Modules		Molly Booth		28	Configuration Study Finalized	2023-02-23	2023-03-22		
Send Progress Report to Client		Molly Booth		7	Technical Integrations Meeting	2023-03-08	2023-03-14		
				44992		2023-01-16	2023-03-22		

D. Resumes of Key Staff

The following pages contain resumes of key staff members who will be involved in your project implementation.

Adelynn Khoo

BA | Project Coordinator & Tech Lead



Title

Adelynn Khoo – Developer & Technical Supervisor

Role

Developer & Technical Supervisor, Mobile Team Developer, Data Migration Specialist, LAMA Markup Specialist, Web Team Development Member

Project Roles & Responsibilities

- Developer: Assisted in development and testing of LAMA mobile tablet/phone app used by municipal inspectors making inspections in the field. Actively supports LAMA software and integrations and assists in the implementation of Data Migration.
- Modified design and implementation of LAMA Markup.
- Configuration: Reviews case packets. Populate database tables to mirror city processes. Create events, triggers, Details structure, etc., to makeup integrated workflows. Write formulas for fee calculations. Adds any required inspection items that are not already present.
- Report Writing: Add/remove standard reports to fit municipality's needs. Work with municipal staff to design custom reports. Write custom SQL queries, design new report templates and looks, design input forms that allow user to choose from many different parameters.
- Form Design: Creates electronic versions of current application forms, letters, and certificates. Consults with city staff to make any updates/improvements to their forms and ensure that the forms are flexible enough to fit their needs. Forms are then automatically generated by the program.
- Consults with project managers on problem solving strategies.
- Customized Integrations: Developed customized integrations for clients including Exchange, Google Calendar, Bluebeam, Laserfiche and more.
- Manages data migrations for client implementations.
- Support Specialist

List of Past Projects where Resource Implemented the Proposed Product

- City of Bettendorf. Designed forms and reports. Formulated complex fee calculations. Made configuration changes in all modules.
- City of Batavia. Implementation of Licensing Data Migration.
- Village of Montgomery. Revised processes to implement new case types and changes in fees and details needed to trigger the fees.
- City of Dieppe. Designed forms and reports. Developed some custom functionality for the mobile application to fit their needs. Formulated complex fee calculations.
- City of Goshen. Prepared Case Packets and Test Plans, Configuration of LAMA software. Set-up fee calculations and designed custom reports.
- Village of River Forest. Lead tech to assist project manager in implementation. Performed all data migrations and analyzed database

structures for improving performance of the migration process.
Implemented necessary third-party integrations with LAMA software as specified by the client.

- Caroline County. Lead tech and go-live support. Assisted in the configuration of LAMA software in all modules. Set-up fee calculations as well as custom reports.
- Florence County. Lead tech to assist project manager in implementation. Created Case Packets and Test Plans, Configuration of LAMA software. Final training lead and go-live support. Data migration specialist on project. Providing necessary change and support documentation.

Educational Background

BA, Mathematical Economics and Computer Science, Colorado College,
UC Berkeley Leading Complex Projects Certificate

Professional Registrations & Memberships

- Registered Google Android Developer
- Registered Apple Developer
- Certified JAVA Developer
- Flutter Mobile Developer
- Angular Developer
- Web Developer

Other

Background in C, C#, Python, JAVA, Typescript, Python
Fluent in Mandarin and Cantonese; speaks some French

Benjamin Davenport

MCAD, MCSD, MCP | Division Chief



Title

Benjamin K Davenport – Division Chief, Software Development

Role

Division Chief: Software Design and Implementation. Principal Architect of LAMA Software Program, Supervised Data Migration and Integration; Trainer

Project Roles & Responsibilities

- Product Architect for LAMA: Developed Permitting and Inspections, Code Enforcement, Planning, Projects and Development Review, Licensing, Work Orders, Redevelopment, Historic Properties, Infrastructure modules for LAMA Software, a comprehensive Land Management solution leveraged on ESRI and Microsoft .NET Technology and built on SQL Server Enterprise databases; Supervised Design of LAMA One-Stop Public Web Module; Designed or supervised the design of Many Special Functions (Notifications, Cashiering, Document Management, Mobility, Exchange Integration, Scheduling, etc.); Supervised the Design of LAMA Mobile Tablet/Phone App.
- Project Manager: Managed all aspects of projects or parts of projects, for all projects from configuration to deployment.
- Software Development and Implementation: Developed or supervised the development of all the code in the LAMA Program.
- Testing Supervisor: Supervised team in testing all code.
- Forms and Reports Supervisor: Designed the structure for delivering quality forms and reports using Microsoft Word and Excel. Supervised forms and reports produced by staff.
- Support Supervisor: Supervised all technical support issues; managed the more difficult issues related to the software.
- GIS Specialist.
- Office Manager: Manage the Colorado office of firm. Managed technical issues related to the firm's partnerships with Microsoft and ESRI.

List of Past Projects where Resource Implemented the Proposed Product

City of Ankeny, Iowa. Project Manager from Configuration to Deployment. Configured or supervised the configuration of most of the program; designed or implemented the design related to adding new custom features for City; migrated data from several other programs to LAMA; designed integration with a number of other programs; participated in training; managed or supervised technical support.

Oldham County, Kentucky. Setup the configuration and programming for the County and three municipalities within its jurisdiction. The County staff processes permits and planning cases on behalf of three municipalities, using their forms and ordinance requirements, along with County staff processing their own permits and planning projects.

City of New Orleans. Project Manager. Configured or supervised the configuration of most of the program; designed or implemented the design related to adding new custom features; supervised the production of many special reports; migrated data from Accela and several other programs to LAMA; designed integration with many other programs; participated in training; managed or supervised technical support.

City of Philadelphia and Philadelphia Redevelopment Authority. Project Manager. Configured or supervised the configuration of the program, especially crafted the complex Redevelopment module; designed or implemented the design related to adding new custom features for City; designed integration with a number of other programs; participated in training; handled or supervised technical support.

City of Fargo, North Dakota. Served as Project Manager and supervised all aspects of the project. Lead Advisor to the City on Business Processes related to Permitting, Planning, Licensing and Code Enforcement. Completed data migrations and lead on integrations. Served as consultant on IT and GIS related process.

<Same or similar role for another 40 +/- municipalities.

Educational Background

- Product architect for Atoms, a database management program developed for John Hancock allowing uniform access to a variety of ODBC and OLE databases, providing easy data transfer, migration, and conversion tools.
- Product architect for InfraTerrex, an infrastructure management solution leveraged on ESRI ArcObjects and Microsoft .NET Technology.
- Product architect for DRACO, a web-based Development Review solution for local governments, based on Microsoft SharePoint technology.
- Supervised production of many projects for municipal and state clients, for Software Solutions Architect, InfoTech Enterprises, Inc.
- Designer, GIS Program, Lake Havasu City, Arizona
Project Manager, Software Design, El Paso County, Colorado

Professional Registrations & Memberships

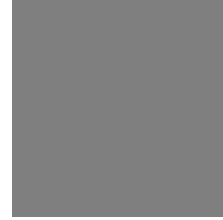
- BA Mathematics and Geography University of North Carolina at Chapel Hill
- Post graduate work University of Phoenix

Other

- Microsoft Certified Solution Developer, MCSD
- Microsoft Certified Application Developer, MCAD
Microsoft Certified Professional, MCP

Kimberly Gilbert

MRP, AICP | Project Manager



Title

Kimberly Gilbert – Project Manager and Client Support

Role

Manage project scope, schedule and control budget, coordinate efforts across the product development, software configuration, prepare case packets and test plans, customer support and trainer; Focus on Permitting and Planning Cases and Module Configurations.

Project Roles & Responsibilities

- Project Manager for LAMA Implementation. Coordinating all aspects of the program – from Configuration Study to Post Go-Live Support
- Prepare Case Packets and Test Plans for Permitting, Planning and Licensing Modules
- Review planning cases for compliance with local codes
- Project Manager/Assistant Project Manager
- Configure LAMA's Planning and Permitting Modules, handling difficult workflows involving multiple board and staff meetings, concurrent and consecutive reviews by departments and offices, iterations, and development review
- Design Forms and Reports, especially Planning related, using Microsoft Word and Excel
- Research local codes and ordinances for workflow compliance

List of Past Projects where Resource Implemented the Proposed Product

- Project Manager for Draper City, Utah. Role as project manager included implementation of project scope and process, resource, schedule, budget control, coordinating efforts across the project development, report development, training, etc.
- City of SeaTac, WA. Assistant Project Manager for City's LAMA Implementation. Assisting in coordination with all aspects of the LAMA program. Preparing Case Packets for Planning module, Case Packets for Permitting module and Configuration of all data.
- Managing support for Harrisonburg and Brentwood
- Lead Project Support for several municipalities throughout the US and Canada

List of Selected Past Pre-Davenport Employment

- Regional Planner, Two Rivers-Ottawaquechee Regional Commission, Vermont. Provided technical planning services to region's 30-member towns.

Educational Background

- Master of Regional and City Planning, University of Oklahoma
- Bachelor of Arts – Anthropology, University of Oklahoma

Professional Registrations & Memberships

- Certified AICP
- Northern New England Chapter APA
- Vermont Planners Association
- National Association of Development Organizations Impact Award recipient, 2019

Other

Undergraduate degree in Anthropology – studies included extension onsite work in the Amazon and Africa.

E. Your Davenport Team Members and Roles

We staff three implementation teams. Depending upon availability and the anticipated complexity of the project, team members will be assigned. All of our employees have multiple specialties, and all are capable of configuring our LAMA software. Our team consists of many highly experienced, well educated professionals, with diverse backgrounds and experiences. We have tentatively scoped out the following team members and their responsibilities.

Role	Person/Position	Role Description
Project Manager/Leader	Kimberly Gilbert, MUP, BA	Supervisor of team; responsible for QC and time management; interacts with the City's project manager and City's team
Kick-off Meeting	Kimberly Gilbert, MUP, BA	Lead preview and discussion on proposed project
Configuration Team – Document Collection and Assemblage	Kimberly Gilbert, MUP, BA Permitting: Katie Byrd, ICC Certification Planning: Kimberly Gilbert Code Enforcement: Gaby Serrano, BA	Identify and collect key documents; identify case types, inspections, workflows, reviewers, etc.; prepare Configuration Study
Case Packets	Kimberly Gilbert, MUP, BA Permitting: Katie Byrd, ICC Certification Planning: Kimberly Gilbert Code Enforcement: Gaby Serrano, BA	Prepare Case Packets. Address all aspects in the case, setting out the fields that need to be populated in the database, the data types, dropdown lists, default values and dependencies, etc.
Case Packets On-Site	Kimberly Gilbert, MUP, BA Michael Duening, BA	Review Case Packets on-site
Configuration Team	Kimberly Gilbert, MUP, BA Permitting: Katie Byrd, ICC Certification Planning: Kimberly Gilbert Code Enforcement: Gaby Serrano, BA	Configure the LAMA software using the information provided in the Case Packets
Test Plans Design	Same as Configuration Team above	Test the Configuration and prepare Test Plans for the client to review
Test Plan Reviews	Same as Configuration Team above	Review Test Plans

Role	Person/Position	Role Description
Configuration Review and Testing	Project Manager and Case Packet Team	Test Configuration
GIS Data Migration	Benjamin Davenport, MCAD, MCSD, BA or Aelynn Khoo, BA	Migrates GIS and Assessor's Data; sets up mapping
Forms and Reports Designed	Document Specialist	Design Forms and Reports
Forms and Reports Review and Testing	Project Manager and Configuration Team	Test Forms and Reports
Data Migration	Benjamin Davenport, MCAD, MCSD, BA or Adelynn Khoo, BA	Write program to migrate data and implement same
Data Migration Testing	Benjamin Davenport, MCAD, MCSD, BA or Adelynn Khoo, BA	Tests Data Migration
Public Web	Adelynn Khoo, BA	Implement Public Web
Mobility	Adelynn Khoo, BA	Lead Developer, Tester and Training on Mobile Units
Training Materials	Project Manager	Prepare Training Materials
Final Training	Project Manager and Member of Tech Team or Permitting or Planning Team Above	Lead Trainer Assist in Training
Reconfiguration	Same as Configuration Team above	Revise Configuration per Test Cases (depending on case type)
Go-Live Assistance	Project Manager and Member of Tech Team	Help Client users with program

F. Key Responsibilities – Village Roles

Again, we see this project as a collaboration between the Village and the Davenport Group. The Village's responsibilities will be to do their assigned tasks on time and show up prepared when required. For example, the project will start with a kick-off meeting. Key Village personnel involved in the project are requested to attend – the Village's Project Manager, plus key people from each department involved. Next, the Village is asked to identify all their Permitting and Planning Case types, their Inspection types, typical Workflows in Permitting and Planning, fee; same for Licensing and Code Enforcement. We will use that information to prepare some high level profiles. A Configuration Study will then be prepared and presented to the Village. We will request that you review the document, make changes as necessary, and then submit the document back to us.

Subsequently, we will prepare Case Packets that identifies data required and nice to have workflows, along with reviewers, documents needed, documents produced, etc. We request that you review the documents and return them in about a week. We will set aside some time to review the changes with you. We will then come onsite for "n" number of day to review the Case Packets. Key staff from each department involved will need to attend and contribute to the review – when we review permitting, key

permitting people should be present for the review, the same for Planning cases, etc. For the most part our staff has the responsibility of doing the heavy lifting, but we need your help.

We have briefly outlined the Village's responsibilities in the table below.

Village	Role Description
Project Manager	The Village is expected to assign a project manager.
Kick-off Meeting	The Village's project manager and key personnel from each department involved is requested to attend the meeting where our project team meets yours. The project and expectations are outlined and expanded following a Question/Answer session.
Department Key Persons Involved	The Village's team will collect key documents; identify case types, inspections, workflows, reviewers, etc. The Village will collect and submit their forms and reports. Most of the datapoints can be obtained by us from your applications and online information.
Weekly Meetings	We will set up weekly meetings to go over the implementation's progress. These meetings generally last about an hour. Again, Village people involved are requested to attend – when we discuss permitting, key permitting people should attend, etc.
Case Packet Submissions for Village's Review	Our case packets address all aspects in the case, setting out the fields that need to be populated in the database, the data types, dropdown lists, default values and dependencies, etc. We will review some of the case types in web meetings before coming onsite.
Case Packets On-Site	Key personnel from the Village are expected to review a selection of case packets with our onsite team.
Test Plans	Key Village personnel will go through selected test plans – first on the web with DG's project manager, then the Village will complete the review of the remainder.
GIS Data Migration	Your IT or GIS may be involved.
Data Migration	Your IT and ADMIN users may be involved.
Data Migration Testing	Your IT and ADMIN users may be involved.
Public Web	We set up the Public Web. Selected Village staff will review setup.
Final Training	All "named" users, reviewers (both Village and external web reviewers), and inspectors will need to attend their appropriate sessions.
Reconfiguration	Review, as necessary.
Go-Live Assistance	Our Project Manager and technical personnel will work together with your LAMA users to make sure everyone can do their job and are comfortable using the new software.

G. Company History and Experience

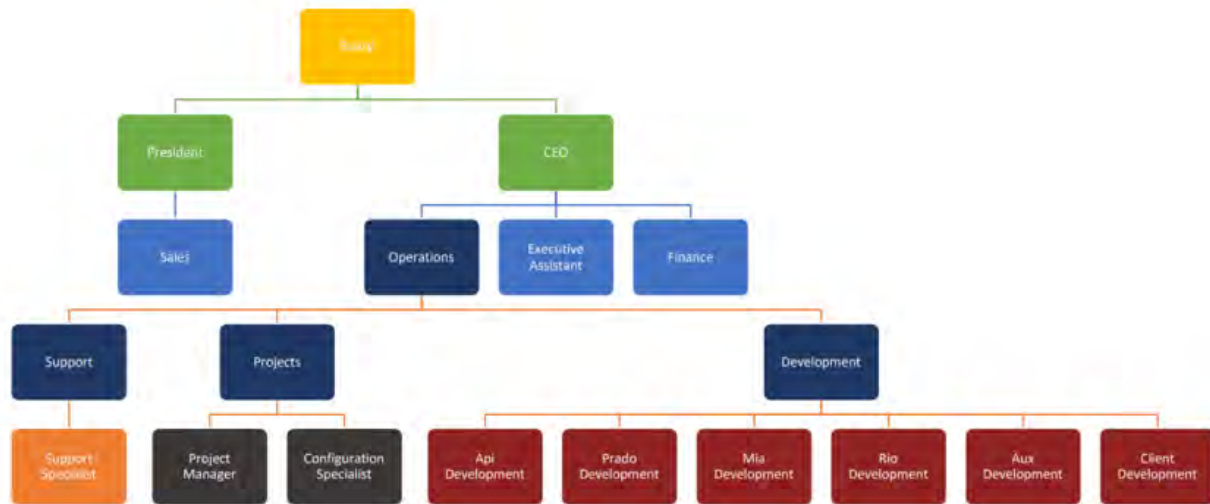
Legal Name of Company	The Davenport Group USA, Ltd.
Doing Business As	Corporation
Tax ID Number	46-0917448
Main Addresses	128 S. Tejon St., Suite 206
City, State, Zip Code	Colorado Springs, CO 0903
Number of Years in Business	20 Years – Since 2004
Number of Employees	Around 20
Contract Person	Benjamin K. Davenport
Title	CEO
Phone Number	719-960-4550; 800-640-0373 Ext. 113
Mobile Phone Number	719-244-4784
Email Address	ben@davengis.net
Website	www.davenportgroup.us

The Davenport Group USA, Ltd. began in 2004 as a partnership between Ben and Jerry Davenport with the development of the LAMA software by Ben from his office in Harper's Ferry. Prior to writing the LAMA software, Ben developed software applications for Wachovia, John Hancock, Infotech, Orbis, and El Paso County, to name a few, as well as help implement permitting and licensing software for Lake Havasu City. This implementation, along with his undergraduate course work in GIS and software development and his several Microsoft Developer and Database certifications, provided Ben a framework and vision for the Davenport Group's LAMA software.

Jerry had roots in local government, too, with a 20+ year career as a staff attorney and administrative law judge for the State of North Carolina. His background also includes City Planner for Carrboro and Community Development Director (permitting, inspections, planning, code enforcement, main street) for the City of Henderson, North Carolina and Culpeper, Virginia. Jerry started a City Planning and GIS company in 1996 serving local governments in the Chicago area with GIS services, planning and expert witness services for local governments and the private sector. Ben and Jerry started the partnership, The Davenport Group USA in 2004. Jerry provided GIS and local government knowledge and contacts, which combined with Ben's software development and implementation expertise, to launch the LAMA software solution for local governments that you see today.

H. Organization

The Davenport Group Organizational Chart



We have around 20 employees, many of whom have been with us since the beginning. All are dedicated to the proposed software. We have three implementation teams, each headed with a project manager. Our teams consist of a specialist for each module and an assigned technical person. Our development and support teams are located in Colorado Springs. Members of our development team have advanced degrees in software development, while others specialize in security, public web, mobility, data migrations and integrations.

We have witnessed the growth, change, and demand for municipal software solutions over the past 20 years. Our LAMA software has met that demand by adding new functionality each year, providing our clients with both a web-based LAMA solution (SaaS) and a client-hosted solution for those municipalities still wanting total control over their program and data. And we all know how Covid played a role in how municipalities do business. With the introduction of our public web and mobile applications, municipalities and its' citizens can now do business more efficiently with more transparency and in real time. Our software has evolved over the years with fundamental changes in its engineering. Those changes allowed for more efficient programming, thereby making our software more powerful. We are proud of the fact that our software was fully developed and has always been maintained by us. Our commitment to our program, our clients, and our staff has been our "north star" over the years. We look forward to an exciting new year with the launch of many new features.

I. Experience

We have been offering our LAMA solution for the past 20 years. The Davenport Group USA, Ltd. is a privately-owned company with a wide range of clients. We serve municipalities in 28 states and 3

provinces in Canada. Our solution is proven! Our clients range from very large – the City of Philadelphia (1,500,000 people +/-), to large, City of New Orleans (500,000 +/-), to medium sized, the City of Harrisonburg, Virginia (EFJ 120,000), to small, Caroline County, Maryland and Village of Gurnee, Illinois, (all about 30,000 + people), to very small, City of River Forest, IL (12,000). All our clients have two or more of our modules with most having three or more. Over half of our clients have added modules after the completion of the original contract.

As far as project experience, we have included references in **Section 3** with detailed project descriptions, scope, tasks and related information.

Davenport knows and understands what you do, as many of our employees hail from local government positions. Our strength is that we are a small company and can give you the best service – you are not a “little fish in a big pond.” We are dedicated to providing the best software and services to our clients, while at the same time you will discover that our software will enhance your employees’ and citizens’ experience.

J. Products and Services

Over 95% of our total revenue as a firm is directly related to our Land Management (LAMA) software. Our LAMA software is a web-based program with modules for Permitting, Planning, Projects and Development Review, Code Enforcement, Licensing, and Work Orders. Inspections are fully integrated throughout the program -- each inspection type draws from its own checklists, codes (IPMC, IRC, IBC, etc.) and fact patterns. Also included in our LAMA program are the following elements: Development Review with ePlan Review and Markup, Cashiering, Addressing, Ownership and Tenants, Searching/Querying, Scheduling, and Reporting. LAMA utilizes Microsoft’s Word and Excel for forms and reports. The entire system is GIS-based. In addition to the above modules, we offer a Public Web CRM (LAMA Prado) where citizens can apply for permits and licenses on-line, upload documents, interact with staff, check the status of applications, schedule inspections, pay fees and print documents. We also offer a Mobile Tablet and Phone App (LAMA MIA) which allows inspectors to route inspections and complete them in the field. The application interfaces fully with each module enabling inspectors to view details concerning a permit, including documents and review comments in the file.

For those communities with specialized software needs for redevelopment, we have our software for Land Disposition and Expressions of Interest. This module will allow your jurisdiction to show a listing of owned properties. This allows you to track details of the inventories of those properties, property status, reservations, work orders and the acquisition and disposition of the asset.

Our other products and services include GIS services to municipalities and technical advice on permitting, planning and code enforcement, licensing, and expert testimony.

The Davenport Group offers both client-hosted and cloud-hosted (SaaS) solution environments.

3. References

Your reference page is below. Following this page, please find more detailed project implementation information.

REFERENCES

List below other organizations (users of similar size and structure to the Village of Willowbrook preferred) for which these or other similar services have been provided since January 1, 2017.

Please note that we do not disclose contract amounts in proposals. Our clients are not prohibited from disclosing the same. You may contact them for that information.

Municipality/Agency: Village of River Forest
Address: 400 Park Ave.
City, State, Zip Code: River Forest, IL 60305
Contact Person/Telephone Number: Ms. Lisa Scheiner, Village Manager; 708-714-3554
Dates of Service/Award Amount: Go-Live Date: April 19, 2021

Municipality/Agency: City of Creve Coeur
Address: 300 N. New Ballas Rd.
City, State, Zip Code: Creve Coeur, MO 63141
Contact Person/Telephone Number: Mr. Chris Tumbarello, IT Coordinator; 314-872-2509
Dates of Service/Award Amount: Go-Live Date: March 25, 2024

Municipality/Agency: Village of Lincolnwood
Address: 6900 North Lincoln Ave.
City, State, Zip Code: Lincolnwood, IL 60712
Contact Person/Telephone Number: Mr. Charles Meyer, Assistant Village Manager; 847-745-4715
Dates of Service/Award Amount: Go-Live Date: June 26, 2023

Municipality/Agency: Draper City
Address: 1020 E. Pioneer Rd.
City, State, Zip Code: Draper, Utah 84020
Contact Person/Telephone Number: Ms. Jennifer Jastremsky, Community Development Director; 801-576-6328
Dates of Service/Award Amount: Go Live Date: June 26, 2023

Municipality/Agency: City of Oak Harbor
Address: 865 SE Barrington Dr.
City, State, Zip Code: Oak Harbor, WA 98277
Contact Person/Telephone Number: Mr. David Kuhl, Development Services Director; 360-279-4511
Dates of Service/Award Amount: Go Live Date: 5-9-22

Project Reference Information

Village of River Forest, Illinois

CUSTOMER NAME	Village of River Forest 400 Park Ave. River Forest, IL 60305
CONTACT INFORMATION	Ms. Lisa Scheiner, Village Manager lscheiner@vrf.us 708-714-3554
CUSTOMER PROFILE	Users: 9 Population: 11,600 + Parcels: 3,007
PROJECT TIMELINE	Contract Signed: October 12, 2020 Go-Live Date: April 19, 2021
PRODUCTS PROVIDED	LAMA SaaS Solution – Core Components along with Address and Parcel Management, GIS, Contacts, Permitting and Inspections, Planning, Projects and Development Review, Licensing, Code Enforcement, Mobile Application, Plan Review Markup, Public Web Portal, MS Exchange with Outlook Integration.
PROJECT DESCRIPTION	Transition River Forest from Springbrook SQL Server database to LAMA. Seamless one-way integration with Laserfiche. Integrate live GIS data from a contactor managed local consortium REST service. Train third party inspectors and plans examiners on the use of Mobile inspections and web-based remote plan review using the onlama.com web portal and Bluebeam Revu.
REASON FOR INCLUDING	<p>River Forest is a suburban village adjacent to Chicago and rated as one of the best places to live in Illinois. As a small jurisdiction with limited full-time staff, River Forest serves as an example of how LAMA can facilitate the incorporation of external resources into government processes.</p> <p>The Village of River Forest uses 100% third party building and trade inspectors and ~80% third party plans examiners. This project focused on ensuring that Village staff could manage, assign, and review the work of third-party contractors using our LAMA MIA mobile app and online Plan Review.</p> <p>As project started and finished during the pandemic (on time and on budget), a key focus of the project was implementing online application functionality to facilitate staff and public social distancing.</p>

Project Manager: Jennifer Cecil

Project Reference Information

City of Creve Coeur, MO

CUSTOMER NAME
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, MO 63141

CONTACT INFORMATION
Mr. Chris Tumbarello
IT Coordinator
ctumbarello@crevecoeurmo.gov
Phone: 314-872-2509

CUSTOMER PROFILE
Users: 30
Population: 18,834

PROJECT TIMELINE
Contract Signed: December 9, 2022
Go-Live Date: March 25, 2024

PRODUCTS PROVIDED
LAMA SaaS Solution – Address and Parcel Management, GIS, Contacts, Permitting and Inspections, Planning, Projects and Development Review, Licensing, Code Enforcement, Android/iOS Mobile Application, Internal Plan Review Markup, Public Web Portal.

PROJECT DESCRIPTION
Creve Coeur is the heart of commerce in the greater St. Louis area with a resident population of 18,000 and a daytime population of 50,000 with key industries including technology, life sciences and health services. The City has 109 full-time employees organized into seven departments.

Transition Creve Coeur from their in-house built permitting system to our LAMA SaaS solution. Their focus was a solution integrated with ESRI GIS, a Browser or Windows based client, deployment of mobile use in the field and a user-friendly public web portal for application submittals and reporting problems. Data migration was from their in-house system (MySQL database) built and modified over the years, and Incode 9 for business licenses. Payment integration included setup and configuration of an export format from LAMA cashing to Tyler Incode, and USAePay/Persolvent for the payment gateway provider. Creve Coeur is utilizing the internal Plan Review Mark-up capability of LAMA.

Project Manager: Molly Booth

Project Reference Information

Village of Lincolnwood, Illinois

CUSTOMER NAME	Village of Lincolnwood 6900 North Lincoln Avenue Lincolnwood, IL 60712
CONTACT INFORMATION	Mr. Charles Meyer, Assistant Village Manager CMeyer@lwd.org 847-745-4715
CUSTOMER PROFILE	Users: 28 Population: 13,500 +/-
PROJECT TIMELINE	Contract Signed: December 6, 2022 Go-Live Date: June 26, 2023
PRODUCTS PROVIDED	LAMA SaaS Solution – Core Components along with Address and Parcel Management, GIS, Contacts, Permitting and Inspections, Planning, Projects and Development Review, Licensing, Code Enforcement, Mobile Application, Plan Review Markup, Public Web Portal, MS Exchange with Outlook Integration.
PROJECT DESCRIPTION	Transition Lincolnwood from Accela to LAMA. Seamless one-way integration with Laserfiche. Integrate live GIS data from a contractor managed local consortium REST service. Setup and configuration of an export format that is compatible with their financial systems (Springbrook) import tool. Migrate data and document attachments from Accela and Public Stuff into LAMA. Project management and coordination, training and support.
REASON FOR INCLUDING	<p>Lincolnwood is a village in Cook County, Illinois, sharing several boundaries with Chicago. As an inner suburb, the Village is primarily a residential, built-out community.</p> <p>Lincolnwood emphasized permitting / licensing online functionality for residents, businesses, and contractors. The Public Web Portal provided this functionality with residents immediately noting the ease of the online permitting and ability to request inspections online. Inspectors smoothly transition to the Mobile app, allowing for completion of building and code enforcement inspections in the field.</p> <p>The Village targeted July 1, 2023 as their implementation completion date, and this 6-month project schedule was successfully achieved.</p>

Project Manager: Molly Booth

Project Reference Information

Draper City, Utah

CUSTOMER NAME

Draper City
1020 E. Pioneer Rd.
Draper, Utah 84020

CONTACT INFORMATION

Jennifer Jastremsky, AICP
Community Development Director
jennifer.jastremsky@draperutah.gov
801-576-6328

CUSTOMER PROFILE

Users: 53
Population: 54,300 +/-

PROJECT TIMELINE

Contract Signed: November 21, 2022
Go-Live Date: June 26, 2023

PRODUCTS PROVIDED

LAMA SaaS Solution. Core Components along with Address and Parcel Management, GIS, Contacts, Permitting and Inspections, Planning, Projects and Development Review, Code Enforcement, Mobile Application, Plan Review Markup, Public Web Portal, MS Exchange with Outlook Integration.

PROJECT DESCRIPTION

Transition Draper from EnerGov to LAMA. Integrate live GIS data of Esri's ArcGIS Enterprise 10.8.1 (GIS managed by in-house staff). Setup and configuration of an export format that is compatible with their financial system (Tyler Incode and USAePay) import tool. Migrate data and document attachments from EnerGov into LAMA. Project management and coordination, training and support.

REASON FOR INCLUDING

Draper City is a community in Salt Lake County, Utah. Their Community Development Department administers Building, Business Licensing, Code Enforcement, and Planning, and employs 21 employees.

LAMA achieved Draper's goal of improving the efficiencies of their business processes in order to advance service delivery and internal operations. The implementation transitioned city departments to a fully integrated, paperless system utilizing electronic workflow approvals, built-in standardized business rules, and automated processes. LAMA provided solutions to Draper's needs of GIS interface, fee calculations, invoicing, document management, online portal services and online payment features.

Project Manager: Kimberly Gilbert

Project Reference Information

City of Oak Harbor, WA

CUSTOMER NAME City of Oak Harbor
865 SE Barrington Dr.
Oak Harbor, WA 98277

CONTACT INFORMATION Mr. David Kuhl
Development Services Director
dkuhl@oakharbor.gov
Phone: 360-279-4511

CUSTOMER PROFILE Users: 20
Population: 25,132 +/-
Parcels: 51,151

PROJECT TIMELINE Contract Signed: July 13, 2021
Go-Live Date: May 9, 2022

PRODUCTS PROVIDED LAMA Solution – Core Components along with Address and Parcel Management, GIS, Contacts, Permitting and Inspections, Planning, Projects and Development Review, Licensing, Android/iOS Mobile Application, Plan Review Markup, Public Web Portal.

PROJECT DESCRIPTION Oak Harbor is an oceanfront city located on Whidbey Island in Washington State. The Naval Air Station has a large presence in the community. The city includes straight-forward processes in permitting. Due to State environmental requirements (SEPA), the planning workflows were complex and relied heavily on various iterations. Planning also has separate Shoreline management processes. A Hearing Examiner also serves as a city official on many quasi-judicial matters.

A focal point for the city was using the public web portal for application submittals, including a heavy reliance on applicants paying for fees online. This was mainly due to improving customer service as Development Services & Engineering does not handle cash/deposits and Finance was in a different area of city hall.

Data was migrated from Eden.

Project Manager: Molly Booth

Project Reference Information

City of Canton, Georgia

CUSTOMER NAME	City of Canton 110 Academy Street Canton, GA 30114
CONTACT INFORMATION	Jason Taylor, License & Permit Manager 110 Academy Street Canton, GA 30114 jason.taylor@cantonga.gov Phone: 770.704.1517
CUSTOMER PROFILE	Users: 22 Population: 29,000 + Parcels: 20,382
PROJECT TIMELINE	Contract Signed: April 17, 2020 Contract Go-Live Date: October 1, 2020 Actual Go-Live Date: September 28, 2020
PRODUCTS PROVIDED	LAMA Solution – Core Components along with Address and Parcel Management, GIS, Contacts, Permitting and Inspections, Planning, Projects and Development Review, Code Enforcement, Android Tablet/Phone Application, Plan Review Markup, Public Web Portal.
PROJECT DESCRIPTION	Transition Canton from Trakit to our SaaS LAMA System prior to the termination of Canton/Trakit Contract. Improve customer service making more application types available online and allowing for monthly excise tax return filing as well as annual occupation tax renewals. Consolidate the use building, fire, and zoning enforcement divisions from three separate systems into a single system to enhance internal communication. Increase development process transparency, update and streamline business processes.
REASON FOR INCLUDING	Canton is located north of Atlanta, GA and has seen its population more than triple in the past two decades. Facing high growth challenges and major increases in the development rates, Canton is an example of how LAMA can complement legislative improvements and departmental realignment to eradicate piecemeal, non-integrated legacy software and simplify the public's interaction with their local government.

Project Manager: Jennifer Cecil

4. Proposal Pricing

Bid Pricing Table

Cost Components	Cost
Year 1 Costs	\$ 79,100. (See our cost proposal for details)
Year 2 Costs	\$ *14,000.
Year 3 Costs	\$ 14,420.
Additional Vendor Module/Options (please include description)	\$ **Included (see description below)
Total	\$ 101,920. (Three year costs)

***SaaS Subscription and Support Fees.** Year 1 fees are included. Year 2 subscription and support fees begin one year from contract signing.

****Included.** The Work Orders and Licensing modules are included in our LAMA Community Development Suite. It is up to the Village whether they choose to use the modules or not. Implementation Services are included, along with our Standard Integrations (GIS, Financial – BS&A, Persolvent’s USAePay online payment gateway for the Public Web Portal, and Laserfiche). Also included is an integration with Bluebeam. Data Migration with BS&A for Permitting, Inspections and Code Enforcement is included. As far as onsite services, we included Case Packet Review (2 days with 2 professionals), Final Training (2 days with 2 professionals) and Go-Live (2 days with 2 professionals). Estimated travel expenses of \$6,000 is also included.

- Additional licenses after Go-Live are \$800.00 each.

The following page contains our detailed cost proposal for your review.

LAMA Solution Framework SaaS Implementation Price Quote

Prepared for Village of Willowbrook on June 7, 2024



A. Modules

Core	Map, Addresses and Parcels, Contacts and Owners, Calendar, Notifications, Document Manager, Reports
Permitting	Building permits, public works, engineering permits. inspections, fees, reviews, workflows, and contractor profiles
Code Compliance	Compliance and inspection cases, notices, citations, communications, adjudication
Projects & Planning	Development review, routing, workflows, board meetings and hearings
Licensing	Location-based, equipment-based, individual, and business licenses. Includes contractor licensing, special events, food-carts, taxicabs, etc. Workflows, reviews, inspections, and fee calculations. Licenses can be easily renewed.
Work Orders	Service requests including invoicing and reports. GIS associated features, labor, part and materials, contractual work, tasks, and inventory
Citizen Access Portal	Allows citizens and contractors to submit online and track statuses for applications, upload documents, request inspections, and pay fees. Includes Open Data portal.
Mobile App	Android, iOS, and Windows mobile applications. Work offline or connected. Includes routing and navigation, nearby activity via mapping, and voice recognition
E-Plan Review	Allows electronic document mark-up of plan submittals. Facilitates concise communication between plan reviewers
Outlook Integration	Integrates Microsoft Exchange Server calendars with the LAMA calendars

Costs: All Included

B. Implementation Services

Configuration Analysis Study and Documentation: Information Collection, Documents (Forms and Reports), Workflows

GIS and Database Setup: Setup and configuration of the database and schema including mapping and integration with GIS datasets.

Case Type Documentation: Includes the design and revisions to documentation packets for each object type in the system.

Software Configuration: Configuration of codes and objects from the case type documentation.

User Acceptance Testing: Preparation and execution of Test Plans. The goal is to demonstrate that the software works properly.

Standard Forms and Reports: LAMA Standard Forms and Reports to MS Word and Excel are included.

Training and Launch Preparations: Training Plan and Training Materials and launch readiness.

Project Management and Coordination: Project management services and deliverables to ensure successful on time and on budget implementation. Includes regular status reports.

Custom Forms and Reports: Up to fifteen (15) custom are included with each proposed module.

Costs: Included

C. Onsite Services

Case Packet Review	2 Professionals	2 days
Training	2 Professionals	2 days
Go-Live	2 Professionals	2 days
Costs:		Included

D. Standard Integrations

GIS	integrate seamlessly with ESRI technologies and formats including ArcGIS Server or ArcGIS Online
Financial System	This effort is for building an data interchange format from LAMA, compatible with specification from BS&A.
Payment Gateway	Integration with Persolvent online payment gateway for the Public Web Portal Extension
Laserfiche	This effort is for building an data interchange format from LAMA, compatible with specification from Laserfiche.
Bluebeam	This effort is for syncing plan review documents and comments from Lama to Bluebeam

Costs: All Included

E. Implementation Package

Includes all software modules, services, and integrations listed above. Ten (10) named users - \$80,000.

Named Users: 10 **Costs:** \$80,000.

F. Custom Integrations

Costs: N/A

G. Data Migration

Data Migration from BS&A for Permitting, Inspections and Code Enforcement.

Costs: \$6,000.

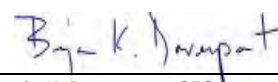
H. Grand Totals

Implementation Package	\$80,000.
Custom Integrations	\$0.
Data Migration	\$6,000.
Illinois Local Discount 15%	(\$12,900)
Travel Expenses - Estimated	\$6,000.
Costs:	\$79,100.

I. *SaaS Subscription and Support Fees

Year 1	Included
Year 2	\$14,000.
Year 3	\$14,420.
Year 4	\$14,852.
Year 5	\$15,298.
	\$15,757.
Total 5 Year Costs:	\$74,327.

*SaaS Subscription and Support Fees include new software updates and releases. Pricing is \$10,000 plus \$800 per named user. SaaS Includes toll-free phone and email support. This quote shall remain valid for 180 days.


Benjamin K. Davenport, CEO
The Davenport Group USA, Ltd.

6-7-24
Date

LAMA Solution Framework SaaS Implementation Price Quote

Prepared for Village of Willowbrook on June 7, 2024, Revised July 14, 2024



A. Modules

Core	Map, Addresses and Parcels, Contacts and Owners, Calendar, Notifications, Document Manager, Reports
Permitting	Building permits, public works, engineering permits. inspections, fees, reviews, workflows, and contractor profiles
Code Compliance	Compliance and inspection cases, notices, citations, communications, adjudication
Projects & Planning	Development review, routing, workflows, board meetings and hearings
Licensing	Location-based, equipment-based, individual, and business licenses. Includes contractor licensing, special events, food-carts, taxicabs, etc. Workflows, reviews, inspections, and fee calculations. Licenses can be easily renewed.
Work Orders	Service requests including invoicing and reports. GIS associated features, labor, part and materials, contractual work, tasks, and inventory
Citizen Access Portal	Allows citizens and contractors to submit online and track statuses for applications, upload documents, request inspections, and pay fees. Includes Open Data portal.
Mobile App	Android, iOS, and Windows mobile applications. Work offline or connected. Includes routing and navigation, nearby activity via mapping, and voice recognition
E-Plan Review	Allows electronic document mark-up of plan submittals. Facilitates concise communication between plan reviewers
Outlook Integration	Integrates Microsoft Exchange Server calendars with the LAMA calendars
Costs: All Included	

B. Implementation Services

Configuration Analysis Study and Documentation: Information Collection, Documents (Forms and Reports), Workflows

GIS and Database Setup: Setup and configuration of the database and schema including mapping and integration with GIS datasets.

Case Type Documentation: Includes the design and revisions to documentation packets for each object type in the system.

Software Configuration: Configuration of codes and objects from the case type documentation.

User Acceptance Testing: Preparation and execution of Test Plans. The goal is to demonstrate that the software works properly.

Standard Forms and Reports: LAMA Standard Forms and Reports to MS Word and Excel are included.

Training and Launch Preparations: Training Plan and Training Materials and launch readiness.

Project Management and Coordination: Project management services and deliverables to ensure successful on time and on budget implementation. Includes regular status reports.

Custom Forms and Reports: Up to fifteen (15) custom are included with each proposed module.

Costs: Included

C. Onsite Services

Case Packet Review	2 Professionals	2 days
Training	2 Professionals	3 days
Go-Live	2 Professionals	2 days
Costs:		Included

D. Standard Integrations

GIS	integrate seamlessly with ESRI technologies and formats including ArcGIS Server or ArcGIS Online	
Financial System	This effort is for building an data interchange format from LAMA, compatible with specification from BS&A.	
Payment Gateway	Integration with Persolvent online payment gateway for the Public Web Portal Extension	
Laserfiche	This effort is for building an data interchange format from LAMA, compatible with specification from Laserfiche.	
Bluebeam	This effort is for syncing plan review documents and comments from Lama to Bluebeam	
SeeClickFix	This effort is for syncing incident report created in SeeClickFix into LAMA.	
Costs:		All Included

E. Implementation Package

Includes all software modules, services, and integrations listed above. Ten (10) named users - \$80,000.

Named Users: 10 Costs: \$80,000.

F. Custom Integrations

ACI	Custom software interface with API from ACI	\$3,360.
Payments	Payments Inc ReST API	
Dacra	This effort is to create a data interchange file (EDI) that can be imported into Dacra. Dacra would need to provide the EDI specification.	Included
Costs:		\$3,360.

G. Data Migration

Data Migration from BS&A for Permitting, Inspections and Code Enforcement.

Costs: \$6,000.

H. Grand Totals

Implementation Package	\$80,000.
Custom Integrations	\$3,360.
Data Migration	\$6,000.
Illinois Local Discount	(\$12,900)
Travel Expenses - Estimated	\$6,000.
Costs:	\$82,460.

I. *SaaS Subscription and Support Fees

Year 1	Included
Year 2	\$18,000.
Year 3	\$18,720.
Year 4	\$19,469.
Year 5	\$20,248.

Total 5 Year Costs: \$76,437.

*SaaS Subscription and Support Fees include new software updates and releases. Pricing is \$10,000 plus \$800 per named user. SaaS Includes toll-free phone and email support. This quote shall remain valid for 180 days.

Benjamin K. Davenport

Benjamin K. Davenport, CEO
The Davenport Group USA, Ltd.

7/15/2024
Date

5. Required Forms

The section contained the following required forms:

Submission Information (RFP page 4)

Disqualification of Certain Contractors (RFP page 28)

Anti-Collusion Affidavit and Certification (RFP page 29)

Tax Compliance Affidavit (RFP page 30)

Sub-Contractor Information (RFP page 31)

Conflict of Interest (RFP page 32)



SUBMISSION INFORMATION

Village of Willowbrook	INVITATION:	#023
835 Midway Dr	BID OPENING DATE:	June 14, 2024
Willowbrook, IL 60527	TIME:	11:00 A.M. Local Time
	LOCATION:	Village Hall

COPIES: One (1) original, one (1) copy, and one (1) electronic (USB)

REQUEST FOR PROPOSAL INFORMATION

Company Name: The Davenport Group USA, Ltd.

Address: 128 S. Tejon St., Suite 206,

City, State, Zip Code: Colorado Springs, CO 80903

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: _____% _____DAYS

We do not give a prompt payment discount; however, we gave a 15% discount off our implementation package and data migration totals. See our Cost Proposal.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this proposal document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature:  Company Name: The Davenport Group USA, Ltd.

Typed/Printed Name: Benjamin K. Davenport Date: June 10, 2024

Title: CEO Telephone Number: 719-960-4550

E-mail: ben@davengis.net Fax Number: 888-818-3654

DISQUALIFICATION OF CERTAIN CONTRACTORS

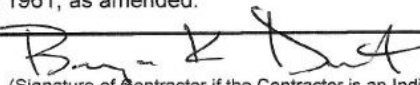
PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded an agreement or sub agreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

- A. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- B. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of proposal rigging or attempting to rig proposals as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- C. Has been convicted of proposal rigging or attempting to rig proposals under the laws of the State of Illinois, or any state in the United States;
- D. Has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- E. Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- F. Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- G. Has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- H. Has entered a plea of nolo contendere to charges of bribery, price fixing, proposal rigging, proposal rotating, or fraud; as set forth in subparagraphs (A) through (F) above

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

By signing this document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.



(Signature of Contractor if the Contractor is an Individual)

(Signature of Partner if the Contractor is a Partnership)

(Signature of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

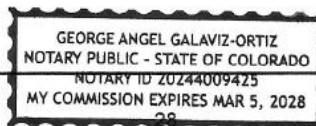
Subscribed and sworn to this 28 day of May, 2024.



Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

RFP Number 023
BUILDING PERMIT SOFTWARE



Due Date: June 14, 2024

ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

Benjamin K Davenport, being first duly sworn, deposes and says that
he is Officer

(Partner, Officer, Owner, Etc.)

Of The Davenport Group USA Ltd

(Contractor)

The party making the foregoing proposal or proposal, that such proposal is genuine and not collusive, or sham; that said Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any Contractor or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the proposal price element of said proposal, or of that of any other Contractor, or to secure any advantage against any other Contractor or any person interested in the proposed agreement.

The undersigned certifies that he is not barred from proposing on this contract as a result of a conviction for the violation of State laws prohibiting proposal-rigging or proposal-rotating.

R. V. D. +

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this 28 day of May, 2024.

G. Galaviz

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

GEORGE ANGEL GALAVIZ-ORTIZ
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20244009425
MY COMMISSION EXPIRES MAR 5, 2028

TAX COMPLIANCE AFFIDAVIT

Benjamin Davenport, being first duly sworn, deposes and says that
he is Officer
(Partner, Officer, Owner, Etc.)

Of The Davenport Group USA Ltd
(Contractor)

The individual or entity making the foregoing proposal or proposal certifies that he is not barred from contracting with the Village because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village to recover all amounts paid to the individual or entity under the agreement in civil action.

Ben K Dye

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

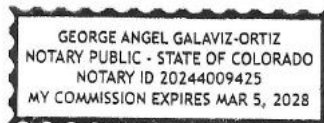
The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this 28 day of May, 2024.

G. Galaviz

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.



SUB-CONTRACTOR INFORMATION

We do not use sub-contractors on our project implementations, training or support.

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ # of Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services Provided by Sub-Contractor:

Name: _____ # of Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services Provided by Sub-Contractor:

Name: _____ # of Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services Provided by Sub-Contractor:

Name: _____ # of Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services Provided by Sub-Contractor:

CONFLICT OF INTEREST

Benjamin K Davenport, CEO of
The Davenport Group USA Ltd, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the Contractor, its owners and employees and any official or employee of the Village as identified herein.

Contractor further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Contractor has not disclosed any actual or potential conflict of interest, the Village may disqualify the proposal or may void any award and acceptance that the Village has made.

Ben K Davenport, CEO

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this 28 day of May, 2024.

G. Galaviz

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.



6. Supplementation Information - Software Description and Features

Below is an overall view of our LAMA software, its features, and components. It is a modular program. LAMA is well documented with user and technical manuals. We also have a user “help” site with step-by-step instructions on topics relative to procedures and frequently asked questions.

Our solution uses an open architecture environment and continues to leverage the latest versions of .NET and ESRI technologies, ensuring our clients never end up with an outdated software solution. We offer both client-hosted and in-the-cloud solutions (SaaS).

Our data is stored in commonly named tables and fields in SQL Server, allowing you to access this business-critical data from external solutions, such as Microsoft SharePoint, Content Manager, OLAP data mining, or ArcGIS, to name a few. The open data model allows you to build other business-oriented solutions, applications and reports around the database, or easily share data with other departments and outside agencies. The entire architecture was designed to ensure interoperability with your data, no matter what future solutions you choose to implement.

Our software solution consists of a GIS-based, .NET web application, a SQL Server database, XML web service layers, web applications, Windows NT Services and an Android or iOS mobile phone/tablet app. This Service Oriented Architecture (SOA) has many advantages over traditional applications, including isolating the application security context, automating workflow, independently monitoring the database without user interaction, and allowing applications to communicate with the database over HTTP through the web services layer for full mobility.

We can use your City's or County's ArcGIS Services for your base map, street centerline and constraints. We can use your addressing or the GIS addressing, or a combination. We will connect your Assessor's database to the base map to identify property owners. We can also connect to other sources such as Water or Sewer Billing records. These layers will form the backbone of your system.

Since our solution is founded on Microsoft technologies, it integrates seamlessly with other Microsoft applications such as Word, Excel, and Outlook. Our solution integrates a broad range of functions and features including:

- GIS Mapping
- Permitting
- Planning, Projects & Development Review
- Code Enforcement with Adjudication
- Business Licensing
- Historic Preservation
- Redevelopment
- Work Orders
- Addressing
- Communications
- Inspections
- Contacts (Owner, Tenants, Managers)
- Integration with Other Programs
- Mobility
- NET Object Model and Web Services SDK
- Email Notification Services
- Microsoft Exchange Synchronization
- Microsoft SharePoint Extensions

Our functionality includes a native (connected and disconnected mode) Mobile Tablet/Phone App functionality. This application allows users, mostly inspectors, to take LAMA in the field to map and complete inspections with near full access to LAMA Software information.

- **Web-based**
- **SQL Server Databases**
- **SharePoint Integration**
- **Mobile Mode**
- **Exchange Server Integration**

A. GIS Mapping

LAMA's mapping component is a fully functional GIS leveraged on ESRI technologies. It contains the most common GIS tools found in ArcGIS desktop and other standard GIS applications. Tools provided in the mapping component consist of buffering, measuring, identifying, spatial selections, comprehensive zoom functions and many more. In addition, we have integrated many complex tasks into one user-friendly menu.

The Map provides quick visual reference for data. It can combine features with attributes, for example, showing all infrastructures scheduled for inspections during the next two weeks, or any pending projects in an area. In addition, the Map gives a useful frame of reference using map layers, such as Municipal Limits, Zoning, Subdivisions, or nearby infrastructure. Aerial photography can easily be turned on and off as needed.

LAMA's Map Documents element, which our users call our "drill-down" tool, enables the user to view a list displaying every permit, incident, planning project, and every document associated with a parcel or address in one window.

B. Addressing and Ownership

LAMA Software is based on a solid Addressing Management element. Standardized addressing information is essential to managing searchable quality data. Our solution includes a Street Dictionary that provides quick and reliable Address Management functions and ensures a standardized database. This Addressing foundation ensures that permits, projects, reviews, inspections, business licensing, and emergency response will function with superior reliability.

- **Standardized Database with Street Dictionary**
- **Link to City Parcel Data and Utility Billing Data**
- **Send Automated Notifications that Comments Are Due**

In the event that the local government receives its addressing and ownership components from outside sources, typically County GIS and parcel data, it can be readily brought in and updated, and even modified in LAMA. Correct and updated ownership and tenant information is vital for optimal efficiency and will facilitate timely notifications to property owners and responses to citizen complaints.

C. Planning, Projects & Development Review

LAMA Planning, Projects & Development Review elements address projects initiated by the municipality, as well as those started by the private sector or another public or quasi-public entity.

Project areas can be composed of parcels in the GIS, or you can draw your own boundary and, if necessary, modify it later. Project boundaries are spatial and can interface with other features, so you can determine the amount and percent of impervious surfaces, land uses, wetlands, floodplain, and zoning in the project area.

LAMA keeps track of project details, such as the intensity of proposed developments (land uses, number of dwelling units or floor areas, lots, parking spaces), and tasks assigned to various persons (determine the significance of the wetlands, search for prior zoning petitions).

- ✓ **Map Amendments**
- ✓ **Special/Conditional Uses**
- ✓ **PRDs/PUDs**
- ✓ **Preliminary Plats**
- ✓ **Zoning Text Amendments**
- ✓ **Critical Area Changes**
- ✓ **Engineering Projects (I, II, III)**
- ✓ **CDBG Projects**

LAMA's Planning module is all about workflows with events like legal notices and adjoining property owner's notices calculated backwards from hearing dates. Workflows are dynamic – change the Hearing date and other dates will change with it.

The module also provides the mechanisms for submitting, reviewing, and approving comments. Templates facilitate the quick submittal of comments. Comments of one staff member or department can be viewed by other professionals or departments with appropriate viewing rights. Comments can be modified and turned into conditions of approval. They can be marked as "Resolved" when satisfied. Participants can be sent automatic notifications of comments due, to keep the review process moving smoothly.

- ✓ **Submit, Review & Approve Comments**
- ✓ **Templates for Standard Comments**
- ✓ **Notification of Comments Due**
- ✓ **Robust Document Manager**

LAMA manages document submittal, classifying them and keeping track of which ones are active. Reviews by outside agencies can be added as documents or imported from Excel documents into the LAMA review template. The status tracking section indicates how long the project has been in the municipality's hands, under review, or in the developer's hands for corrections, additional studies, etc.

The module's robust functionality also includes methods for scheduling and managing meeting materials. Checklists can be tied to events. Iterative routines can be inserted on-the-fly. LAMA will warn the project manager if a change exceeds the deadline. Our Administrative section provides the means to customize all the related codes and dropdown lists to meet your needs.

LAMA e-Plan Review and Markup. E-Plan Review and markup now comes with LAMA - no other program needed. It provides users with the ability to mark-up, edit, and add comments to plans and drawings, then submit them back to the contractor/developer, and get his marked-up drawings in return. No other licenses needed! Comments are automatically inserted into a document for dissemination as a .pdf file to the developer, property owner, boards, etc. LAMA offers complete plan and development review, along with markup capabilities.

Automatic Buffer for Adjoining and Nearby Property Owners. LAMA's Letter Generator can quickly generate notices or letters to adjoining or nearby property owners within "n" feet of a feature (e.g., several parcels proposed for rezoning). It is similar to Microsoft's mail merge, but quicker and easier to use. Our software developers created many more similar sweet tools to enhance the program's functionality, while making required tasks easier to do.

Agenda Builder. Our Planning module has an Agenda Builder which allows the project manager to print an agenda with all items before the Board, along with a short summary of what those items are about.

D. Permitting and Inspections

Our permitting module is innovative, comprehensive, and easy-to-use. LAMA Software auto-populates applicant information from the Contacts element and contractor license status from Business Licensing. It manages complex checklists and brings each department into the review process. It manages time, events, meetings, reviews, and documents.

Every type of permit (building, engineering, health, fire, signs) has templates which collect critical information. The Permitting module also allows the municipality to track any information related to a permit without having to configure custom fields.

Administrators can quickly add new data collection requirements from the Administrative Codes section of LAMA Software. Complex permit fee calculations are easily managed, including subdivision-based or special service area-based impact fee schedules. Fee payments are tracked through the integrated Cashiering Module, which can be queried by pay codes dates, address, etc.

LAMA will generate your many forms and reports, such as a permit application form, certificate of occupancy, erosion control permit, driveway cut permit, permit issued by type, etc. LAMA's Letter Generator can quickly generate letters to permit applicants or property owners within "n" feet of a feature (e.g., several parcels proposed for rezoning). LAMA will generate reports in Microsoft Word, Excel, and Adobe PDF. LAMA's Community Development Suite comes with many standard reports. Users can also create their own custom forms and reports using key words which we developed. We offer our clients many free custom reports. Report writing is also included in annual maintenance.

- ✓ **Templates that Stub Out Inspections**
- ✓ **Outlook Style Calendar Integrated with Exchange**
- ✓ **Master and Subs (Shopping Centers, Condos)**
- ✓ **Complex Fee Calculations (Even GIS Layer-based)**
- ✓ **Quick but Detailed Field Entry Inspection Forms**
- ✓ **Templates for Health Departments (Wells, Septic, Food)**
- ✓ **Templates for Engineering (Curb Cuts, Grading)**
- ✓ **Standard Reports (# Permits, Values, Time, etc.)**

LAMA has many pre-built queries that allow the user to find all open permits, permits that are over 180 days old, permits issued in the last 30 days, etc. Users can also create their own custom queries with our on-the-fly query builder, and these can be saved for future use.

Permitting Inspection Window

Inspections are organized per case type by the order in which they are done. Inspections can be viewed/scheduled by “Grouping,” meaning a grouped set of inspections that are usually scheduled and inspected together. Inspections can also be viewed by “Classification” (i.e., all the Preliminary, Rough, Final, etc.), or by their “Status” (i.e., Unscheduled, Scheduled, Passed, Failed, etc.). When a new permit is created in the system, it is assigned a default list of required inspections and divisional reviews based on the permit type.

An integrated calendar provides inspectors and schedulers with a user-friendly scheduling interface. Inspection templates determine what inspections are required for what permits, determine an order to the inspections, and allow for easy mark-up in the field. LAMA includes selections from many model codes, including the IRC, IBC, NEC, IPC, IMC US Food Code, etc. Users can add correction items from their local codes and create checklists.

E. Code Enforcement

The Code Enforcement module allows intake personnel in the office or in the field to quickly create a code enforcement incident or case. The intake officers can schedule an immediate inspection of the premises and add it to the integrated calendar.

Alternatively, the officer in the field can immediately enter the violation information and inspection data and create a task to be performed in the office, such as sending a notice or issuing a citation. While in the field with LAMA MIA (Mobile Inspection Application), officers can check an address for permits, or view violations on nearby properties or adjacent right-of-way, and much more.

- ✓ **Automatically Schedule Reinspections**
- ✓ **Full Hearing Record**
- ✓ **See Violations in Neighborhood**
- ✓ **Attach Photos, Documents**
- ✓ **Mobile Mode**
- ✓ **Adjudication**

Any number of actions for code enforcement, such as leaving door hangers, talking to owners, sending notices, issuing tickets, or scheduling administrative hearings can be customized to the municipality's current processes. Fees are tracked through the integrated Cashiering element. The system tracks all code-related activity, so even initial inspections not resulting in violations are tracked through the system. Inspection photos, notices, citations, and other documents are managed digitally, providing quick access to them in the future.

The entire module collects all critical information in one place, so the code enforcement officer preparing for an administrative (or court) hearing has all pertinent information collectively in LAMA's document manager. The officer has instant access to every inspection done on the subject property, pictures of the violation, journal entries of conversations, together with a record of remedial actions and dispositions. Not only can the officer look at a history of problems on the property, but because the address is on a GIS system, he can search the map for problems in the right-of-way, or on an adjoining or nearby parcel that might relate to the subject property.

The module allows the officer to easily add new code provisions or modify existing ones. The CE officer can create standard fact patterns relating to a provision that can be incorporated into a notice of violation or another document. Officers can use one of our many forms or create their own forms in Microsoft Word or Excel.

F. Business Licensing

The Licensing module shares many of the same features as the Permitting and Planning modules. It uses an event scheduler with checklists and review prompts, where applicable. Users can place an application on hold or stop a license from being issued. Users can require one or more inspections that need to be passed before a license can be issued. It uses details to manage key pieces of information that set fees and shape policy.

Our business licensing module tracks all appropriate license types, license numbers, certifications, status, etc. In addition, this module stores the insurance, education and licensing information related to each business or contractor. Users can quickly view the contact information of a business or employee facilitating faster communication. One of the key benefits of a normalized contacts database is that a user can quickly view every permit or license that a contractor has worked on and spot problems before they arise.



Licenses, in addition to being associated to a person or business, can be location-based or equipment based. The Licensing module can manage contractor licenses from other jurisdictions, business licenses issued by the municipality, licenses for food trucks, horse drawn vehicles, taxi cabs, restaurants, rental housing, etc. Licensing data can be updated from State or Regional databases when available.

The module also allows users to schedule annual inspections, and to automatically track fees and payments. The License module will notify the user that licenses are about to expire; in fact, notices can

be sent to all license holders that their license is about to expire in “n” days. Licenses differ from permits in that licenses can be reissued with a couple mouse clicks.

Like LAMA’s other modules, the Licensing module can use standard forms, or the user can design and implement forms and reports in Microsoft Word or Excel. LAMA comes with many “key words” which have been programmed to insert fields, and combinations of fields, from the database.

All LAMA’s modules share a similar structure, look and feel. Users who learn one module are able to navigate another intuitively.

G. Work Orders Module

Our Work Orders module has recently been redesigned to meet the ever-growing challenges of municipalities, both large and small. The system is user-friendly with a customizable interface. Our menus will step you through the process, allowing you to keep your requests for service and work orders organized better than ever before. LAMA’s Work Orders module integrates your work orders with your infrastructure and manages inventory, while documenting tasks, completed actions, materials used, labor and much more.

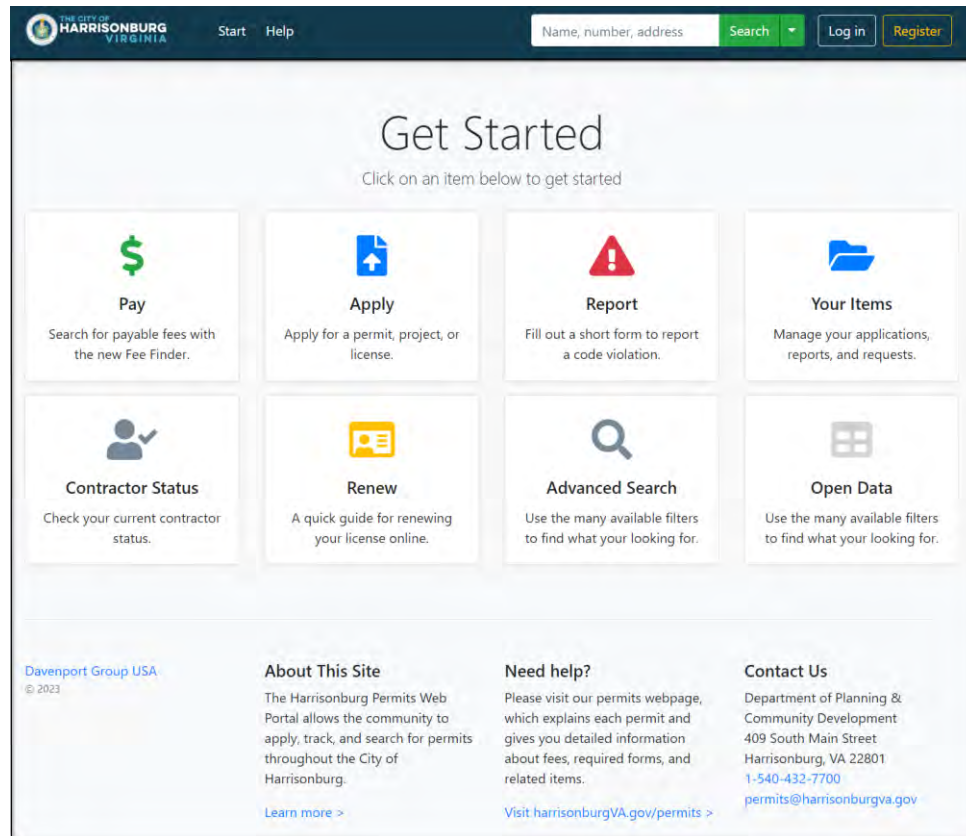
LAMA allows the user to associate a work order with any GIS feature, such as a streetlight, hydrant, manhole, street segment, stormwater line, detention basin. Users can even create their own project area, drawing a polygon or line, or creating a buffer on the same.

LAMA keeps track of parts, labor, inventory, contractual work and equipment. Users can receive notification when inventory is low. LAMA’s Assembly Toolbox allows the user to estimate costs for a project.

LAMA can calculate the time between when a call for service (work order) was created, when it was assigned, scheduled, and completed. Users can update work orders while in the field.

H. LAMA - Public Web

As part of our solution framework, we provide a web-based tracking application, allowing both citizens and staff to access considerable amounts of data via the web browser.



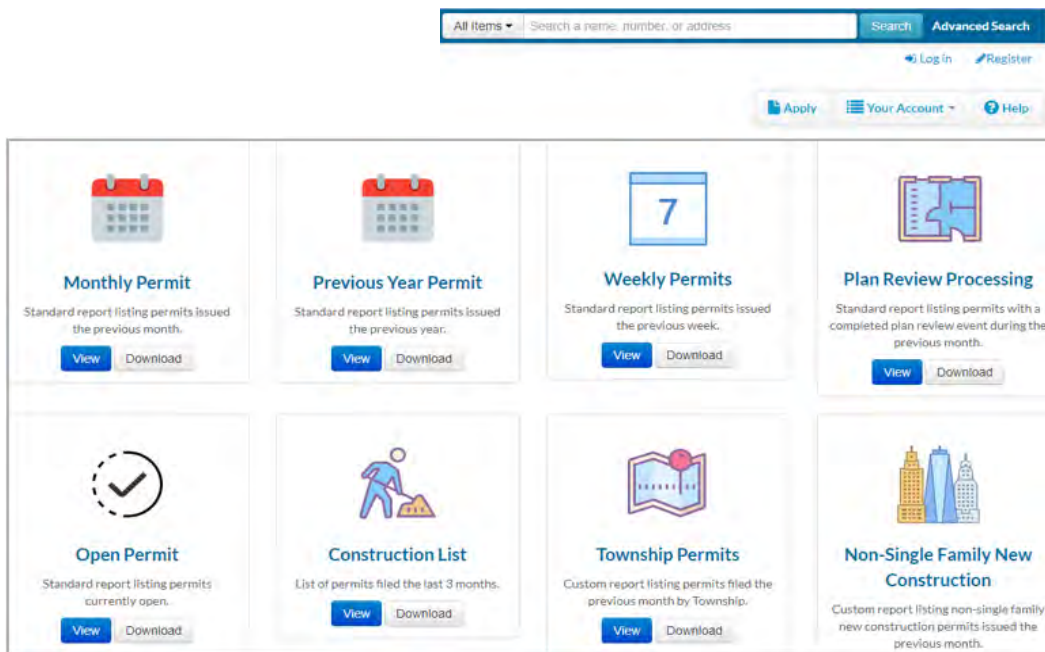
Graphic from LAMA Public Web

The public can view data in LAMA, start and complete applications, upload documents, track the status of a plan or project review, place items in a shopping cart, pay fees on-line, report a problem, and request an inspection. In addition, municipal staff can complete inspections in the field, staff from other agencies can upload documents, submit development review comments, and change statuses. The ability to make payments on-line requires a payment gateway. (LAMA includes USAePay by default.)

While appropriate staff and board members have unfettered access to all the data in the system, LAMA system administrators can limit public user access to only certain permits or development projects.

I. LAMA - Open Data Portal

LAMA's Public Web Open Data Center enables the municipality to publish reports online. These reports are real-time data and can be a valuable assistant to FOIA and other types of requests. Reports can be made available to the public or limited to the administration.



Graphic from LAMA Public Web

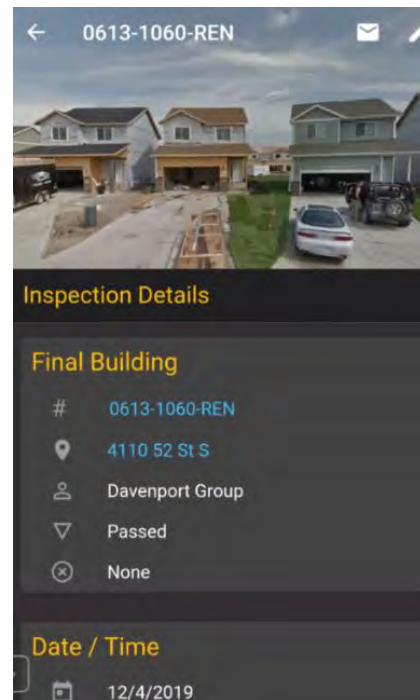
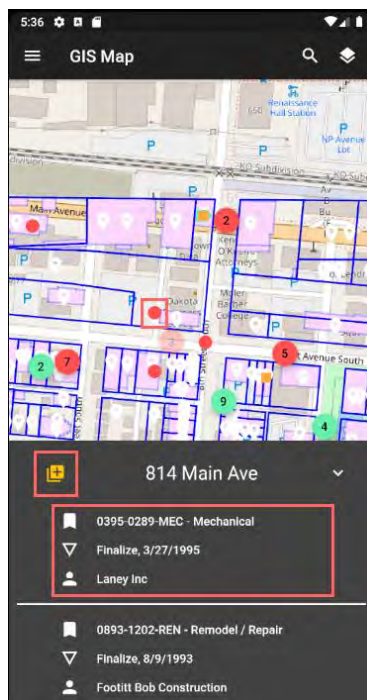
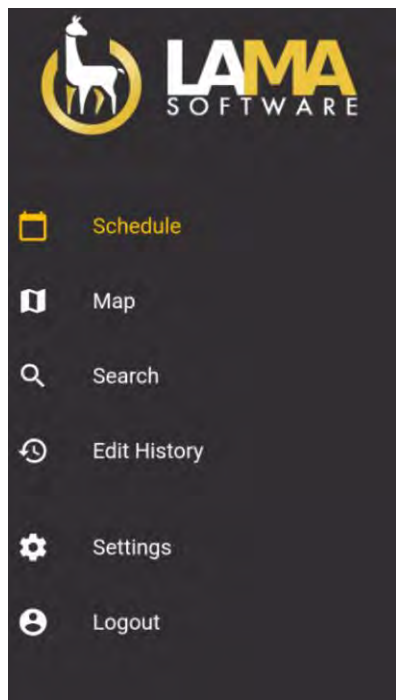
Requests made through the public web application are stored in a separate database and do not automatically trigger any updates to main solution databases. In this respect, changes are tentative until they are approved by the appropriate LAMA staff person.

J. Mobility

LAMA's Mobile Tablet/Phone App allows inspectors to route their inspections for the day, find nearby property ready for an inspection, interface with permits, code incidents and licenses, undertake inspections, including adding correction items, upload pictures and documents, view documents in LAMA, schedule new inspections, etc. We offer both Android and iOS applications. Nearly all information on the LAMA program is accessible through the phone application and the public web.

With LAMA's Mobile technology, client computers can connect to the server database, taking the data offsite without the need for an internet connection. While in the field, mobile users are able to view virtually every piece of data in the solution and edit any information in the program. Administrators can build code checklists for each inspection type.

Because LAMA can be connected to Google Maps, inspectors can see a picture of the property, buildings, and nearby structures. Inspectors have voice to text, which enables them to make comments directly to the case. LAMA's mobile applications will keep track of time spent on each inspection. The Apple, Android and Windows applications will run on the latest technologies on all three Mobile OS platforms.



CONFIDENTIAL Graphics

K. Exchange Integration Service

Our Exchange Integration Service Module synchronizes calendars between our LAMA application and Exchange. The service leverages CDO objects on the Exchange server. The services provide a push of LAMA events to Exchange, a pull of Exchange events to LAMA, or a full synchronization. Regardless of the method chosen, our services provide a unified calendar for system user, allowing them to use either Outlook or the LAMA calendar without having to maintain two disparate calendars.

L. .NET Object Model and Web Services SDK

With the .NET Object Model and Web Services API, the municipality has the object of extending and customizing parts of the application internally. Examples of customization are the creation and definition of new reports, new input and view screens, map buttons and associated tool, and custom notifications categories.

M. Scheduling

Our integrated Scheduling element allows automatic notification of scheduled meetings to relevant parties, quick access to associated documents and supplemental materials, the ability to sort by

individual attendee, committee, date, or room, and seamlessly integrates with Exchange/Outlook calendars. The daily schedule can also be printed out for an individual user. Appointments can be moved from one inspector to another by “drag and drop.”

Inspectors clicking on their inspection appointments are presented with the list of inspections and can automatically view the associated project and inspection data. Likewise, when clicking on a meeting, any associated meeting documents, including those documents related to specific agenda items, such as a development review project, are readily available to the user.

N. Document Manager

Our Document Manager is integrated into every LAMA module. LAMA uses a flat file system by default; however, it also will integrate with SharePoint. LAMA allows the user to establish a folder structure for organization. It allows for documents to be classified as active and inactive, or public, departmental, and private. LAMA will read any file that can be read in Microsoft Word or Excel, as well as any file for which you have a viewer or program on your computer. Our drill-down tool allows users to instantly view a list of any files associated with a feature, permit, incident, planning case, work order, etc. A municipality can use LAMA’s document manager exclusively, or we can integrate with your document repository, such as Laserfiche.

O. Cashiering

The Cashiering element provides the financial integration for all the modules in LAMA Software. Fees collected in the Permitting, Planning, Code Enforcement, or Licensing modules are cataloged in the Cashiering element. Detailed payment information, including the corresponding financial account numbers of related fees can be quickly queried, viewed, and exported to Microsoft Excel, Quick Books, JD Edwards, or other financial software programs. Online payments processed with third-party software can be imported into LAMA.

P. Notifications

Our Notification Service can run on any server in the domain. The service monitors the LAMA SQL Server database and sends emails to users based upon the user configuration. We have over 250 different notifications and alerts in LAMA (most of which can be qualified in a number of ways) which integrate and are displayed seamlessly to the user in the software. For example, a user may wish to receive notice whenever a new permit application is submitted. But that situation can be qualified to include only new electrical or mechanical permits, and that can be further qualified to limit the use to office, retail, restaurant, and wholesale. Administrators can define notification roles for users. Notifications can occur immediately, daily, weekly, or monthly. Users can also define ticklers or reminders for permits, planning projects, and virtually every type of object in LAMA.

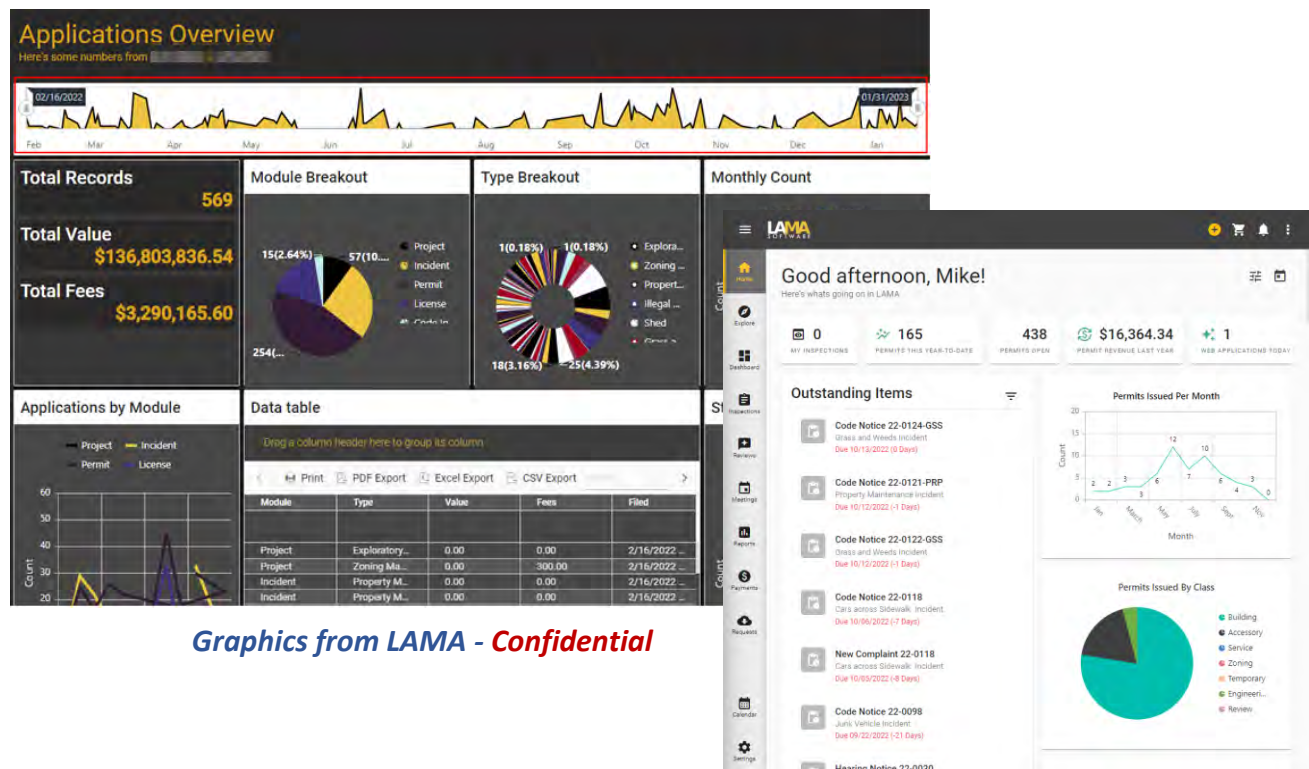
Q. Advanced Searching

All LAMA Modules have an Advanced Search feature which enables the user to perform complex and robust search queries and save those to their profile for future use. Using dynamic search phrases such as “7 Days Back” means that users can save relative timed-based queries, which is advantageous for creating custom workflows for individual users. Users can query any field in the database including wildcard searches.

R. LAMA Dashboards

LAMA has many dashboard views geared toward individual users. Below is an “Application Overview” showing information about all available LAMA Modules, plus rotating chart graphics summarizing activity in the modules. LAMA dashboards provide administrators with the tools to look for trends in business processes and at the same time analyze data.

Individual users, when logging in, have access to smart dashboards that advise them of pending inspections, reviews, and other outstanding items that need their attention.



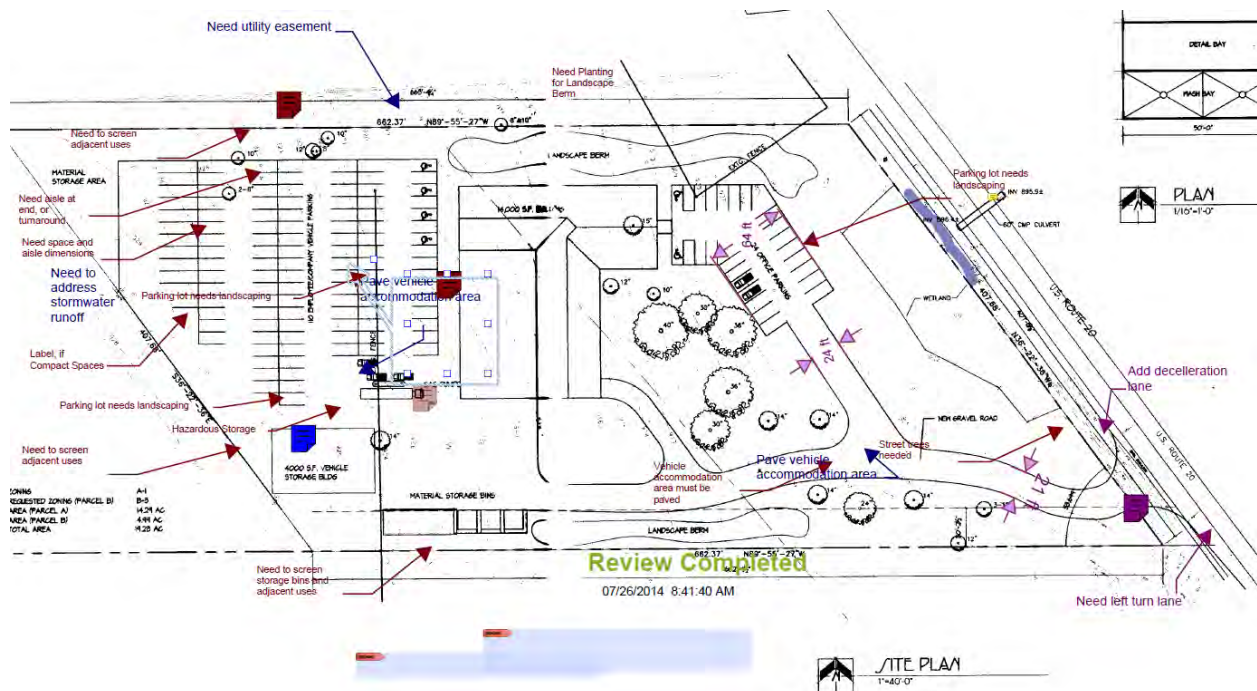
Graphics from LAMA - Confidential

S. Data Migration and Integration with Other Programs

LAMA will read unencrypted data in a broad range of formats, such as Utility Billing, Assessments, and Property Records. In fact, during the last 20 years of intensive data conversion and migration involving hundreds of data migrations and integrations, we have been able to extract data from every program we have encountered where the data was normalized and not encrypted. In order to migrate data, we write a program to bring data residing in your existing programs into LAMA. That program is usually run and rerun a number of times during the process, and sometimes even after we have gone live. LAMA can integrate with any number of external programs, including assessment, financial, cashiering, IVR, licensing, and document management programs. We have written programs that will automatically upload new GIS layers created by other entities, such as Water or Sanitary Sewer layers, or Parcel layers. We also can write data that can be imported by other programs.

T. LAMA e-Plan Review and Markup

LAMA adroitly manages both Plan Review and Development Review and now comes with markup capabilities. No extra licenses needed! Clients can markup drawings and have those comments, along with a thumbnail of the area marked on the drawing, brought into LAMA's Review template. Users have full functionality reviewing and editing at the same time – they can draw, add comments, compare drafts, add stamps, select drawing color options, etc. We recognize that typically many persons participate in the review, each marking up the drawings. LAMA will automatically assemble the markups into one file and flatten the drawing. Below is a sample drawing edited with comments.



U. Administrative

LAMA's Administrative elements, allow the user to modify the database, determine who has what rights, create templates to guide complex actions, and other high-level tasks, such as changing system codes and lookup values. LAMA's Administrative elements allow the user to control about every aspect of LAMA. LAMA is a highly configurable program. Almost any change to the structure of the program can be accomplished through the ADMIN module. Admin users can change the workflow, create new permit types, add new reviewers, change the fees, create and edit checklists, and much more.

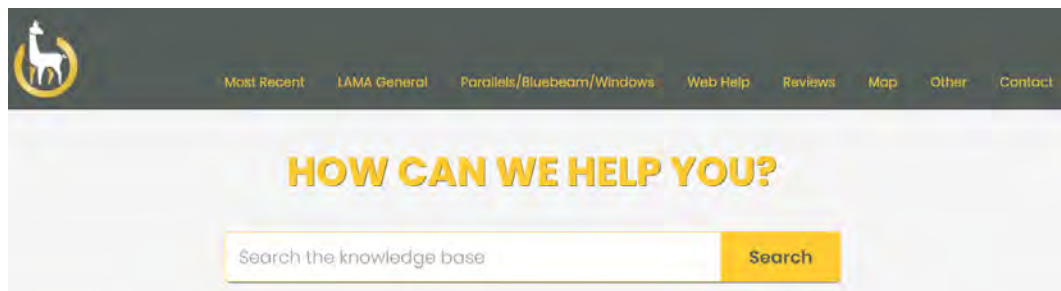
V. Forms, Reports, and Charts

All reports generated in our solution framework are output in Word, Excel, or PDF format. Reports and forms required by the municipality will be collected during the Configuration Study and seamlessly integrated into the software solution. The program includes many standard reports, charts, and graphs. Additional forms and reports may be added by the municipality at any time after implementation, as the need arises. Users can create forms and reports using Word and Excel and then insert one or many of our thousands of pre-programmed key words in much the same way that you use Mail Merge.



W. Tutorials & Support

Customer support is available through our toll-free number, email and eTicket support site at any time. LAMA comes with contextual help, many training videos, user instructive materials, and online resources (knowledge base, online manual, etc.). We often do monthly web seminars on selected topics and on many new releases. Our phone lines are manned from 7:00 AM to 7:00 PM (CST).



X. Land Disposition and Expression of Interest (Optional Module)

The Davenport Group also offers a module that will allow your jurisdiction to show a listing of owned properties for development, redevelopment or some other purpose. This allows you to track details of the inventories of properties, including property status (Available/Under Consideration/Not Available/etc.), current lease(s) type(s), property reservations, work orders, and the acquisition and disposition of the asset.

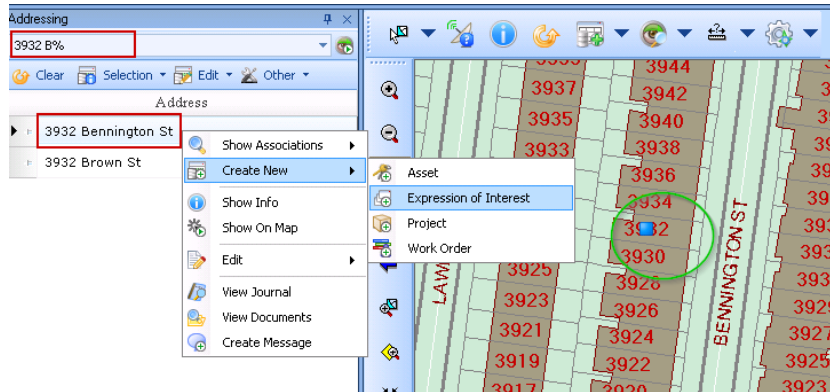


EXHIBIT F – CLIENT RFP

Client RFP on file at Village of Willowbrook and included in digital agenda

REQUEST FOR PROPOSAL

BUILDING PERMIT/PLAN REVIEW/INSPECTIONS SOFTWARE

FOR

THE VILLAGE

OF WILLOWBROOK



Advertised: May 17, 2024

Due: June 14, 2024, 11:00 a.m.

LEGAL NOTICE

Official notice is hereby given that separate sealed proposals will be received at Village Hall, Village of Willowbrook, 835 Midway Drive., Willowbrook, IL 60527 until 11:00 a.m. local time on June 14, 2024, and then at said office publicly opened and read aloud for the following:

RFP NO: 023

RFP ON: BUILDING PERMIT/PLAN REVIEW/INSPECTIONS SOFTWARE

The Village of Willowbrook seeks assistance from a highly qualified firm to provide building permit/plan review/inspections software for the Village of Willowbrook as described in this Request for Proposal (RFP). **Sealed** proposals must be received at Village Hall, 835 Midway Drive, Willowbrook, IL, **before June 14, 2024 at 11:00 a.m.** per the requirements stated in the RFP. No late, faxed, or electronic proposals will be accepted.

The Village of Willowbrook reserves the right to reject or accept any or all proposals and to waive any informalities as deemed in the best interest of the Village.

Questions pertaining to the project may be directed to Alex Arteaga purchasing@willowbrook.il.us no later than June 4, 2024, by 5:00 p.m.

Alex Arteaga

Assistant Village Administrator

Village of Willowbrook

Bid Pricing Table

Cost Components	Cost
Year 1 Costs	\$
Year 2 Costs	\$
Year 3 Costs	\$
Additional Vendor Module/Options (please include description)	\$
Total	\$



SUBMISSION INFORMATION

Village of Willowbrook

835 Midway Dr

Willowbrook, IL 60527

INVITATION:

#023

BID OPENING DATE:

June 14, 2024

TIME:

11:00 A.M. Local Time

LOCATION:

Village Hall

COPIES: One (1) original, one (1) copy, and one (1) electronic (USB)

REQUEST FOR PROPOSAL INFORMATION

Company Name: _____

Address: _____

City, State, Zip Code: _____

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: _____% _____ DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this proposal document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: _____ Company Name: _____

Typed/Printed Name: _____ Date: _____

Title: _____ Telephone Number: _____

E-mail: _____ Fax Number: _____

PROJECT SPECIFICATIONS

1. GENERAL AND BACKGROUND INFORMATION – VILLAGE OF WILLOWBROOK

The Village of Willowbrook, hereafter referred to as the “Village”, is a home-rule, AAA bond-rated municipality located in west-suburban DuPage County, approximately 25 miles west of downtown Chicago. The Village was founded in 1960 and has become a desirable community with great accessibility, high-quality schools and parks, a strong commercial sector, and a vibrant and community-minded residential base. O'Hare and Midway airports are a short distance away, and the nearby rail line transports commuters into Downtown Chicago in as short as 20 minutes. Willowbrook's attractive location allows companies to serve local, national, and international markets from a stable Midwestern base. The Village's accessibility and superior transportation linkages make Willowbrook an attractive place to live and work.

The Village employs 46 full-time equivalent employees and includes a strong network of community volunteers serving on many Boards and Commissions. Willowbrook operates under the Mayor-Trustee form of government. The Mayor and six Trustees are all elected on an at-large basis. A professional Village Administrator oversees the day-to-day operations of the Village.

2. INTENT

It is the intent of the Village to enter into an agreement with a reputable firm ("Contractor") to provide **any or all** of the following services:

- Building Permit, Plan Review, and Inspections software.

3. PROPOSAL PRICE

Respondent contractors are encouraged to remit proposals for services included in the Scope of Work outlined below. Please provide a fee proposal as structured on page 3 of this RFP consistent with those service(s) for which you intend to submit a proposal. Proposal submissions that fail to include pricing for each service(s) included within their bid shall be considered incomplete and will be rejected without any further consideration. The Contractor may include an alternative solution to the fee structure on page 3 of this RFP but must provide a completed copy of page 3 of this RFP.

4. AWARD

Award will be made to the Contractor who is best qualified to perform in accordance with the terms and conditions of the specifications including the evaluation criteria specified herein for each group. The Village reserves the right to award the bid in part, or in whole, or not award any portion of the bid, whatever is deemed to be in the best interest of the Village. The Village further reserves the right to reject any or all proposals.

5. TERM OF AGREEMENT

Services are expected to begin in July or August 2024.

The term of this Agreement shall be three (3) years from the date of award. The Municipality reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this agreement.

For subsequent terms, requests for increases of unit prices shall be limited to three percent (3%) or CPI, whichever is lower. The final increase is up to the Municipality's discretion. The awarded Contractor is permitted to ask for price revisions after the initial period shall be submitted at least ninety (90) days in advance of the annual contract period.

Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit.

The Municipality reserves the right to reject a proposed price increase and terminate the agreement.

At the end of any subsequent contract term, the Municipality reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by each Municipality; no charges shall be assessed for the failure of a municipality to appropriate funds in future contract years.

The Municipality reserves the right to reject any request for a subsequent term price increase and terminate the Agreement.

6. SPECIFICATIONS/SCOPE OF WORK

See pages 19-21.

7. INVOICES AND PAYMENTS

The Contractor shall submit invoices to the Village detailing the services provided directly to the Village. All services shall be invoiced based on unit pricing and quantities used. The Village shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Village. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Willowbrook
Attn: Michael Krol
835 Midway Dr.
Willowbrook, IL 60527

8. CALENDAR OF EVENTS/TENTATIVE AND SUBJECT TO CHANGE

DATE	ACTIVITY
May 17, 2024	Request for Proposals are advertised on the Village website.
June 4, 2024	Last day to submit questions and requests for clarification.
June 14, 2024	<p><i>Deadline for Proposal Submission. Proposals received after the date and time identified will be returned unopened.</i></p> <p>Submit One (1) original, one (1) copy, and one (1) electronic (USB) copy of the complete/signed proposal by June 14, 2024 before 11:00 A.M. CST, to:</p> <p>Village of Willowbrook</p> <p>835 Midway Dr, Willowbrook IL 60527</p> <p>RFP # 023</p> <p>RFP ON: BUILDING PERMIT/PLAN REVIEW/INSPECTIONS SOFTWARE</p>
June 24, 2024 or July 8, 2024	Potential Approval of Firm by Willowbrook Board of Trustees
TBD	Services Start Date, no earlier than 7/01/2024.

9. ADDITIONAL INFORMATION

Should the Contractor require additional information about this request for proposal, submit questions via email to: purchasing@willowbrook.il.us. Questions are required no later than 5:00 P.M. on June 4, 2024.

ANY and ALL changes to these specifications are valid only if they are included by written addendum. No interpretation of the meaning of the scope of work will be made orally. Failure of any Contractor to receive any such addendum or interpretation shall not relieve the Contractor from any obligation under this proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Contractor to improperly submit a proposal.

The Village recognizes that in some cases the information conveyed in this RFP may provide an insufficient basis for performing a complete analysis of the RFP requirements. Prospective Contractors are therefore requested to make the best possible use of the information provided, without the expectation that the Village will be able to answer every request for further information, or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.

INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

1. ADDITIONAL INFORMATION

- A. Definition: The Request for Proposals (RFP) process is a method of procurement permitting discussions with responsible contractors and revisions to proposals prior to award of a contract. Proposal openings will occur publicly; however, proposals will be evaluated comprehensively by Village staff. The award will be based on the criteria set forth herein.
- B. Examination of Documents: Prior to submitting a proposal, Contractors are advised to carefully examine the contract documents, project scope and work tasks to be accomplished, specifications, insurance requirements and required affidavits; becoming thoroughly familiar with all conditions, instructions and specifications governing this proposal. If a proposal is accepted, the Contractor shall be responsible for, and the Village will make no allowance for, any errors in the proposal resulting from the Contractors failure or neglect to comply with these instructions.
- C. Form of Proposal: Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided by the Village. Additional information, as requested by the Village, shall be submitted in accordance with instructions contained within these documents. Failure to execute proposals as required may, at the sole discretion of the Village, be cause for rejection.
- D. Execution of Proposal: Proposals shall be signed by an authorized officer or Manager of the Contractor. If the Contractor is a corporation, the proposal shall bear the name of the corporation, and be signed by the president and secretary of the corporation. Should the proposal be signed by an officer(s) other than the president and secretary of the corporation, the proposal must be accompanied by an affidavit authorizing such officer(s) to bind the corporation.
- E. Incurred Costs: The Village will not be liable in any way for any costs incurred by the Contractor in replying to this Request for Proposal.

2. SUBMISSION OF PROPOSAL

All proposals shall be submitted in a sealed envelope to the Village Administrator's Office, Village of Willowbrook, 835 Midway Dr, Illinois, 60527, by the specified closing time for receipt of the proposals. The sealed envelope shall carry the following information on the face: Contractor's name, address, subject matter of the proposal, proposal number, and date and hour designated for the closing of receipt of proposals as shown in the notice.

Where proposals are sent by mail or courier service, the Contractor shall be responsible for their delivery to the Village Administrator's Office prior to the designated date and hour for opening. If delivery is delayed beyond the date and hour set for the opening, proposals thus delayed will not be considered and will be returned unopened.

The Village will not accept proposals transmitted by facsimile (fax) or e-mail.

The Village shall not be held responsible for the premature opening or non-opening of a proposal not properly addressed and identified in accordance with these instructions, except as otherwise provided by law.

3. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn before the time designated for the closing of receipt of proposals by written request. However, no proposal shall be withdrawn within the ninety (90) calendar day period after the time set for the closing. Contractors withdrawing their proposal prior to the time and date set for closing of receipt of proposals may still submit another proposal if done in accordance with these instructions.

4. EVALUATION PROCESS

The Village will apply the evaluation criteria specified herein in determining whether the Contractor deemed to be the most advantageous and best qualified to perform in accordance with the terms and conditions of the Agreement.

- A. The Village will receive written proposals as follows: One (1) original, one (1) copy, and one (1) electronic (USB or compact disc) copy of the Proposal shall be submitted. The proposals should include the resume of the firm, location of the firm, references from past and present clients, descriptions of projects of similar scope and experience, the names and background of project personnel and any other submittals requested within the proposal document.
- B. The Village will review and evaluate the proposals based on the established selection criteria and a comparison of all proposals. If necessary, the Village may request a meeting with one or more offerors to clarify and/or expand on the Proposal. In accordance with the requirements of the Proposal, the Village may negotiate terms, conditions, and fees with one or more offerors.
 - a. All offerors are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Village require no clarification and/or supplementary information, such proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the Village.
 - b. The Village may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Village shall not disclose any information derived from one Proposal to any other offeror. The Village reserve the right to request the offeror to provide additional information during this process

During discussions, the offeror shall be prepared to cover the following topics:

- i. The specific services to be provided;

- ii. Qualifications of the offeror, including work on projects of similar scope and experience, the background of project personnel, etc., and;
 - iii. The working relationship to be established between the Village and the Contractor, including, but not limited to, what each party should expect from the other.
 - c. The Village reserves the right to negotiate specifications, terms, and conditions that may be necessary or appropriate to accomplish the purpose of this RFP. The Village may require the RFP and the offeror's entire Proposal to be made an integral part of the resulting contract. This implies that the Village will hold all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations as contractually binding on the successful offeror. When the Village determines an offeror's Proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its Proposal.
- C. The Village will select the Proposal, which appears to be the most advantageous based on the ability to meet the criteria. The Village's municipal manager/administrator or board of trustees/city council, as the case may be, will have the right to execute an agreement with the Contractor who is deemed to be the most advantageous and who is best qualified to perform in accordance with the terms and conditions of the Agreement. The Village reserve the right to reject any or all bids

5. EVALUATION CONSIDERATION

A. Responsiveness with Request for Proposals

This evaluation refers to the adherence to all conditions and requirements of the Request for Proposal.

B. Required Submittals

Qualified firms interested in providing the services described are invited to submit a complete Proposal for consideration. The Proposal shall address the items listed below. Failure to provide all requested items may be sufficient cause for the non-acceptance of the Proposal.

The Contractor may provide information in addition to the information requested; however, the additional information shall be placed at the end of the Contractor's submittal in a section separated from the remainder of the Proposal.

C. Acceptability of Proposals

This refers to the adherence to all conditions and requirements of the Request for Proposals. The offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

- i. Acceptable;
- ii. Unacceptable

Grading Criteria Value	
1.	Services Provided
2.	Qualifications and Experience of Firm
3.	References of Firm
4.	Proposal Pricing

1. **Services Provided**

Rating will be based on an assessment of the Contractors' knowledge and understanding of the scope of services and familiarity with the specifications. Provide a narrative demonstrating the exact type and nature of the proposed services and how your firm will accomplish the objectives of the project as outlined in the specifications. This would include a backup plan in the event of an employee's absence. The Village Proposal Review Team will evaluate the completeness and reasonableness of the Contractors proposed plan for completing the proposed services. Finally, the Team shall evaluate the Contractors submission of proposed methodologies for meeting the requirements of this proposal.

2. **Qualifications and Experience of Firm**

Provide a narrative describing the role of and introducing each key individual or department in your firm's organization that will be actively involved in the performance of the services requested herein. Provide an organization chart showing functional relationships between the Contractor, sub-contractors (if any), and the Village. Show the lines of communication, authority, and assigned responsibility.

The firm shall have a minimum of five (5) years of experience with projects of similar size and scope. The Contractor shall describe experience on all projects and contracts of similar size and scope, including scope, tasks performed, and related information. In documenting the experience, the firm should specifically describe significant implementation challenges and the implemented solutions.

Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of project and outstanding performance on previous projects. Little or no experience with the type of project will receive fewer points.

3. **References of the Firm**

Please provide a list of all similar projects completed since January 1, 2017. The Contractor shall furnish at a minimum five (5) project references with contact names, titles, telephone numbers, e-mail, and mailing addresses. The Contractor shall also include the name of the project manager/lead that was responsible for each of the referenced clients.

Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of projects/contracts and outstanding performance on previous projects. Little or no experience of this type of project will receive fewer points.

4. **Proposal Pricing**

This refers to the rate of pay for the various daily, weekly, monthly, quarterly, and annual services combined with total number of labor hours.

GENERAL TERMS AND CONDITIONS

1. CONTRACTOR QUALIFICATIONS

All Contractors must be qualified Consultants and demonstrate the capability to provide services required in accordance with the proposal specifications. Proposals shall be evaluated using the aforementioned Evaluation Considerations. Firms meeting the mandatory criteria will have their proposals evaluated for both technical qualifications and price. The following represent the principal selection criteria that will be considered during the evaluation process (not listed in order of priority):

- Services Provided
- Qualifications and Experience of Firm
- References of the Firm
- Proposal Pricing

2. ADDITIONS/DELETIONS

The volumes identified herein are estimated quantities. The Village does not guarantee any specific quantities and shall not be held responsible for any deviation. This contract shall cover the Village's requirements whether more or less than the estimated amount.

The Village reserves the right to increase and/or decrease quantities, increase/decrease locations, and add a Municipality during the term of the Agreement, whatever is deemed to be in the best interest of the Village. Any new product's price will be subsequently negotiated with the winning Contractor(s).

In the event awarded Contractor(s) is unavailable, the Village reserves the right to use whatever Contractor is available to minimize and/or mitigate the damages to the Village.

3. DOCUMENT OBTAINED FROM OTHER SOURCES

The Village of Willowbrook is the only official source for proposal packages and supporting materials. Registration with the Village is the only way to ensure Contractors receive all addenda and other notices concerning this project. The Village cannot ensure that Contractors who obtain proposal packages from sources other than the Village will receive addenda and other notices. All Contractors are advised that proposals that do not conform to the requirements of this proposal package, including compliance with and attachment of all addenda and other notices, may, at the Village's discretion, be rejected as non-responsive and/or their proposal disqualified. **In such cases, the Village will NOT re-release the project absent extraordinary circumstances.**

4. CONTACT WITH VILLAGE PERSONNEL

All Contractors are prohibited from making any contact with the Village's Administrator, Trustees, or any other official or employee of the Village with regard to the request for proposals, other than in the manner and to the person(s) designated herein. The Village Administrator reserves the right to disqualify any Contractor found to have contacted Village Personnel in any manner with regard to the request for proposals. Additionally, if the Village

Administrator determines that the contact with Village Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

5. DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST

The Village's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest in profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the Village requires all Offerors including owners or employees to investigate whether a potential or actual conflict of interest exists between the Offeror and any Village, their officials, and/or employees. If the Offeror discovers a potential or actual conflict of interest, the Offeror must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Offeror from consideration. Information provided by Offerors in this regard will allow the Village to take appropriate measures to ensure the fairness of the proposal process.

The Village requires all Offerors to submit a certification, enclosed with this proposal packet, that the Offeror has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a proposal, all Offerors acknowledge and accept that if any Village discovers an undisclosed potential or actual conflict of interest, that Village may disqualify the Offeror and/or refer the matter to the appropriate authorities for investigation and prosecution.

6. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion of this request for proposals shall be interpreted as meaning that only the best practice shall prevail.

7. HOLD HARMLESS

The CONTRACTOR shall indemnify, defend, and hold harmless the Village and the Village's elected and appointed officials, employees, agents, and representatives from all claims, liabilities, losses, damages, demands, penalties, causes of action, costs, and expenses, including court costs and reasonable attorneys' fees, which may arise or which may have been alleged to have arisen out of, or in connection with, the Contractor's performance of the Services. The obligations of the Contractor under this Section 11 shall not be limited by any applicable insurance required of the Contractor. Notwithstanding any other contrary provision contained herein, the Contractor's obligations under this Section 11 shall survive the expiration or termination of this Agreement.

8. RESERVATION OF RIGHTS

The Village reserves the right to accept the Proposal that is, in their judgment, the best and most favorable to the interests of the Village and the public; to reject the low Price Proposal; to

accept any item to any Proposal; to reject any and all Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Proposals when to do so would not, in the Village's opinion, prejudice the proposal process or create any improper advantage to any Contractor; and to waive irregularities and informalities in the proposal process or in any Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Contractors should not rely upon, or anticipate, such waivers in submitting the Proposals. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the proposals.

9. CHANGE IN STATUS

The successful Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

10. SUBCONTRACTORS

If the Contractor intends on subcontracting out all or any portion of the engagement, the Contractor must identify any subcontractors on the attached form. Verify that all subcontractors have completed a pre-employment background check.

11. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village's Project Specifications; The Request for Proposals General Terms & Conditions and Special Terms & Conditions, and the successful Contractor's Proposal Response.

12. JURISDICTION, VENUE, CHOICE OF LAW

This agreement has been made in and shall be construed and enforced in accordance with the laws of the State of Illinois. The parties agree that the sole jurisdiction and venue for any action arising hereunder will be the Circuit Court of DuPage County, Illinois.

13. NON-ENFORCEMENT BY THE VILLAGE

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Village, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

14. INDEPENDENT CONTRACTOR

The Contractor is an independent Contractor, and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village.

Employees or Divisions of the contractor may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Village. However, in either case, the Village retains the right to approve or reject personnel assigned or their replacements.

The contractors and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the Village, which retains the right to approve or reject replacements.

Other personnel may be changed at the discretion of the Contractor provided that replacements have substantially the same or better qualifications or experience.

15. TERMINATION

The Village reserves the right to terminate their respective portion of their agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of their agreement. In the event that an agreement is terminated due to Contractor's default, the Village shall be entitled to purchase services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

16. NON-APPROPRIATIONS

The Village reserves the right to terminate the whole or any part of this agreement or to reject proposals, in the event that the Village Board of Trustees does not appropriate sufficient funds for its completion.

17. PROPERTY OF THE VILLAGE

All documents, findings and work products produced as a result of these services shall become the property of the Village.

18. EQUAL EMPLOYMENT OPPORTUNITY

The successful Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Additionally, the Contractor shall comply with any Fair Employment Ordinance that has been adopted by the Village.

19. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

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

20. AUDIT/ACCESS TO RECORDS

A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of contract amendments, change orders) and a copy of the cost summary submitted to the Municipality. The Auditor General, the Municipality, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.

B. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

C. The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns a Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

D. Records under the subsections above shall be maintained and made available during performance of the work under this agreement and for three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

21. PROTEST PROCEDURE

The full context of Protest Procedures can be found in the Village of Willowbrook Procurement Policy at. An overview of the procedures is included below.

Any Contractor wishing to file a protest regarding the proposal process may do so by giving written notice to the office of the Village of Willowbrook Village Administrator within three (3) business days of award. This notice should include the title of the requirement, the request for proposal number, the closing date and the nature of the protest.

In the event that the protest cannot be resolved by mutual agreement, the Village Administrator's Office shall refer the protest to the Village Administrator or his/her designee within five (5) business days after the protest meeting with a recommendation, in writing, for resolution of the protest. The Village Administrator may conduct an evidentiary hearing at his or her sole option and may designate a representative to preside at such hearing. The Village Administrator will conduct a review and make an attempt to resolve the issue in a manner amicable to all parties within ten (10) business days after receipt of the recommendation, date of the hearing, or the review, whichever is later.

22. CONFIDENTIALITY

Consideration will be given to requests to maintain confidentiality for certain proprietary or confidential information provided in this proposal. If the Contractor desires to maintain confidentiality for specific information, the pages containing the information should be clearly marked on the proposal as "Proprietary and Confidential." In no event should all pages of the proposal be so marked. The proposal should include a separate written request clearly evidencing the need for confidentiality. The Village's Purchasing Manager shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the agreement, all responses, documents, and materials submitted by the Contractor pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village's Purchasing Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village. Based upon the public nature of these RFP's, a Contractor must inform the Village, of the exact materials in the offer that the Contractor believes should not be made a part of the public record in accordance with the Illinois Freedom of Information Act.

23. RESPONSIBILITY OF CONTRACTOR

No agreement will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any agreement with the Village, or who is a defaulter as to surety or otherwise upon any obligation to the Village.

24. EXCEPTIONS TO SPECIFICATIONS

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the Contractor on its firm's letterhead, to be attached to and submitted with these documents at the time of submission of the proposal.

Each exception must refer to the page number and paragraph to which it pertains. The nature of each exception shall be fully explained. Contractors are cautioned that any exceptions to these specifications may be cause for rejection of the proposal.

Should a Contractor submit a proposal where any exception is not clearly marked, described and explained, the Village will consider the proposal to be in strict compliance with these specifications. If then awarded an agreement, the successful Contractor shall comply with all requirements in accordance with these specifications.

25. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor(s). This Contract shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources if deemed to be in the best interest of the Village.

26. COMPETENCY OF CONTRACTOR

If requested in writing by the Village, the Contractor must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

SPECIFICATIONS

1. INTENT

It is the intent of the Village to enter into an agreement with a reputable firm ("Contractor") to provide **any or all** of the following services:

- Building Permit, Plan Review, and Inspections software.

2. SCOPE OF WORK

The Village is interested in the following software systems: permit processing, plan review, and inspections. The Village is requesting a permit, plan review and inspection software. The goal of this software is to allow users to apply for a permit and submit their plans online. Users should also be able to schedule an inspection online as well as track their permit.

The goals of this software solution is to optimize system utilization for all users, create accountability, improve response times, reduce errors, improve analytical capabilities, integrate with GIS, and improve customer service.

In addition to building permit and plan review scope, the Village is requesting the software accommodate inspections, code enforcement actions, and property maintenance complaints. This will require the software to allow residents/contractors to schedule their own inspections and have the ability for Village employees to review the application and the plan review remotely.

Current Conditions

The Village has used BS&A Software as their building permit, inspections, and code enforcement system since 2009. The current system tracks permits, code enforcement, permit review, collection of fees, complaint inspections, building inspections, reporting, and facilitates a basic online application submittal. The current software is not intuitive and therefore not user-friendly, requires multiple steps/screens to make simple inputs and has limited reporting capabilities. The software does not include work flow tracking and lacks the capability to effectively operate as an interactive web-based interface with the public (i.e. view permit status, submit electronic plans, schedule inspections, pay online, etc.)

Desired Conditions

The Village seeks a product which provides improved utility especially in regard to electronic submission and review of digital plan sets. The product would accept electronic submission of documents, allow for the mark-up/editing of digital plan sets, include permit status tracking, generate a process work flow for completing the various reviews (health, building, zoning, engineering, etc.), complaint tracking, online inspection scheduling (internal and external), data reporting, and other improvements over the system currently in use.

Scope of Services

The Village currently uses BS&A Software for its permitting software. The Village is seeking to implement a system that adds functionality which is currently lacking. The Village is seeking the following features and/or functionality:

Permit Process

- Create Permits/Projects.
- Ability to assign a permit/activity to staff by specific criteria.
- Ability to tie related permits/projects together via a project umbrella.
- Ability to connect permit and project documents (photos, permits, etc.) within the system.
- A user-friendly, online web portal for citizens including the ability for users to apply for permits, check current status, schedule inspections and complaints, and pay online.
- Software needs to connect to BS&A for accounting purposes and the Village's online payment system for fees.

Plan Review

- Plans can be submitted online.
- Ability to accept digital, scaled drawings/plans, and supporting documentation.
- Ability for review of digital plan sets.
 - The software needs to be able to connect with BlueBeam Plan Review software.
- Users can view the status of their plans at any time.
- Users can review revised drawings and plans, make edits, and resubmit plan sets.
- Ability for the user to be notified of an update on their permit/project.

Inspections/Complaints

- Allows inspectors and permit applicants to email and/or print completed forms from the job site.
- Ability to schedule inspections online.
- Inspectors can approve or deny inspections in the field on their phone or tablet.
- Inspectors can view the entire file or at least the previous inspection results from the field
- Inspectors can photograph and document findings in the field, which will upload to the case file.

Reporting/Other

- Ability to pull up data by address, street, permit types, etc.
- Ability to develop reports to track the amount of time it took a permit, plan review, and project to be completed.
- Ability to notify an employee of a deadline on a permit/project (i.e. 72 hours to review).
- Ability to consume secured ESRI REST services including feature services, map services, cached basemaps, and/or geolocator services.

The scope of services is limited to the footprint of a work order/asset management system that meets the Village's business requirements which is projected to be as follows:

- Integrating existing systems as necessary.
- The Proposer shall provide all data conversion from existing Tyler Munis.
- The Proposer shall provide and administer end user training.

- The Proposer shall provide one (1) hard copy and one (1) digital copy of all software documentation.

Scope Limitations

The following scope limitations or constraints should be understood:

- The scope of services does not include any other functionality beyond those defined in Scope of Work above.

For example, the scope of services does not include replacing the Village's current e-mail or financial system.

If any changes to current systems are required to work with the solution, they must be specifically identified and highlighted in the project cost.

SPECIAL TERMS & CONDITIONS

1. INSURANCE

The Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance is as follows:

- a) \$1,000,000 bodily injury and property damage, combined single limit each occurrence
- b) \$1,000,000 personal and advertising injury;
- c) \$1,000,000 general aggregate; and
- d) \$1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- a) When the following box is checked - ☐ any general aggregate limit shall apply per project;
- b) Liability arising from premises and operations;
- c) Liability arising from the actions of independent Contractors;
- d) When the following box is checked - ☐ liability arising from the explosion, collapse and underground hazards;
- e) Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;
- f) Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

B. BUSINESS AUTO LIABILITY INSURANCE

At least \$1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

C. WORKERS' COMPENSATION INSURANCE

Statutory benefits as required by Illinois law, including Employers' Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

D. UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE

Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

- a) \$1,000,000 bodily injury and property damage, combined single limit - each occurrence;
- b) \$1,000,000 general aggregate other than products/completed operations and auto liability; and
- c) \$1,000,000 products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance

- a) Commercial general liability;
- b) Business auto liability; and
- c) Employers' liability,

The insurance shall follow form with the coverage provisions required for underlying insurance. If the insurance does not follow form, then the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

The Contractor shall not commence services under the Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Contractor allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of the Contractor's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to aarteaga@willowbrook.il.us.

1. The Contractor shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Contractor in 1.1., 1.2., 1.3. and 1.5. (when required) herein. The Contractor shall

furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.

2. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.
3. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.
4. Failure of the Village to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.
5. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Contractor.
6. The Contractor shall advise the Village via email to aarteaga@willowbrook.il.us and by certified mail, return receipt requested, within two (2) business days after Contractor's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.
7. The Contractor's and all subcontractor's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.
8. Any deductibles or retentions of \$5,000 or greater (\$10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor, and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Contractor or its subcontractor or imposed by Contractor's or its subcontractor's insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Village as expenses.
9. If any required insurance purchased by the Contractor or its subcontractors has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:
 - a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;

Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under the Agreement

2. AFFIDAVITS

The following affidavits included in these agreement documents must be executed and submitted with the proposal:

- A. References
- B. Disqualification of Certain Contractor
- C. Affidavit/Anti-collusion
- D. Tax Compliance
- E. Identification of Subcontractors
- F. Conflict of Interest Form

3. NEW PARTS AND MATERIALS

Equipment and materials must be of the current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide, therefore. Further, the contractor guarantees that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

4. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

5. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1. Et seq.)

Contractor shall comply with all provisions of 820 ILCS 265/1, et seq. including having in place, and providing to the Village, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on a Village project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in effect that fulfills the aforementioned requirements, Contractor shall provide the Village with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.

6. TOXIC SUBSTANCES DISCLOSURES

All contractors must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

REFERENCES

List below other organizations (users of similar size and structure to the Village of Willowbrook preferred) for which these or other similar services have been provided since January 1, 2017.

Municipality/Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone Number: _____

Dates of Service/Award Amount: _____

Municipality/Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone Number: _____

Dates of Service/Award Amount: _____

Municipality/Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone Number: _____

Dates of Service/Award Amount: _____

Municipality/Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone Number: _____

Dates of Service/Award Amount: _____

Municipality/Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone Number: _____

Dates of Service/Award Amount: _____

DISQUALIFICATION OF CERTAIN CONTRACTORS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded an agreement or sub agreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

- A. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- B. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of proposal rigging or attempting to rig proposals as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- C. Has been convicted of proposal rigging or attempting to rig proposals under the laws of the State of Illinois, or any state in the United States;
- D. Has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- E. Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- F. Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- G. Has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- H. Has entered a plea of nolo contendere to charges of bribery, price fixing, proposal rigging, proposal rotating, or fraud; as set forth in subparagraphs (A) through (F) above

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

By signing this document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

(Signature of Contractor if the Contractor is an Individual)

(Signature of Partner if the Contractor is a Partnership)

(Signature of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this _____ day of _____, 2024.

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

_____, being first duly sworn, deposes and says that
he is _____

(Partner, Officer, Owner, Etc.)

Of _____.

(Contractor)

The party making the foregoing proposal or proposal, that such proposal is genuine and not collusive, or sham; that said Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any Contractor or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the proposal price element of said proposal, or of that of any other Contractor, or to secure any advantage against any other Contractor or any person interested in the proposed agreement.

The undersigned certifies that he is not barred from proposing on this contract as a result of a conviction for the violation of State laws prohibiting proposal-rigging or proposal-rotating.

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this _____ day of _____, 2024.

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn, deposes and says that
he is _____

(Partner, Officer, Owner, Etc.)

Of _____.

(Contractor)

The individual or entity making the foregoing proposal or proposal certifies that he is not barred from contracting with the Village because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village to recover all amounts paid to the individual or entity under the agreement in civil action.

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this _____ day of _____, 2024.

Notary Public

<i>Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.</i>
--

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ # of Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services Provided by Sub-Contractor:

Name: _____ # of Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services Provided by Sub-Contractor:

Name: _____ # of Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services Provided by Sub-Contractor:

Name: _____ # of Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services Provided by Sub-Contractor:

CONFLICT OF INTEREST

_____, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the Contractor, its owners and employees and any official or employee of the Village as identified herein.

Contractor further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Contractor has not disclosed any actual or potential conflict of interest, the Village may disqualify the proposal or may void any award and acceptance that the Village has made.

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this _____ day of _____, 2024.

Notary Public

<i>Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.</i>
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REQUEST FOR PROPOSAL

BUILDING PERMIT/PLAN REVIEW/INSPECTIONS SOFTWARE

FOR

THE VILLAGE

OF WILLOWBROOK



Advertised: May 17, 2024

Due: June 14, 2024, 11:00 a.m.

LEGAL NOTICE

Official notice is hereby given that separate sealed proposals will be received at Village Hall, Village of Willowbrook, 835 Midway Drive., Willowbrook, IL 60527 until 11:00 a.m. local time on June 14, 2024, and then at said office publicly opened and read aloud for the following:

RFP NO: 023

RFP ON: BUILDING PERMIT/PLAN REVIEW/INSPECTIONS SOFTWARE

The Village of Willowbrook seeks assistance from a highly qualified firm to provide building permit/plan review/inspections software for the Village of Willowbrook as described in this Request for Proposal (RFP). **Sealed** proposals must be received at Village Hall, 835 Midway Drive, Willowbrook, IL, **before June 14, 2024 at 11:00 a.m.** per the requirements stated in the RFP. No late, faxed, or electronic proposals will be accepted.

The Village of Willowbrook reserves the right to reject or accept any or all proposals and to waive any informalities as deemed in the best interest of the Village.

Questions pertaining to the project may be directed to Alex Arteaga purchasing@willowbrook.il.us no later than June 4, 2024, by 5:00 p.m.

Alex Arteaga

Assistant Village Administrator

Village of Willowbrook

Bid Pricing Table

Cost Components	Cost
Year 1 Costs	\$
Year 2 Costs	\$
Year 3 Costs	\$
Additional Vendor Module/Options (please include description)	\$
Total	\$



SUBMISSION INFORMATION

Village of Willowbrook

835 Midway Dr

Willowbrook, IL 60527

INVITATION:

#023

BID OPENING DATE:

June 14, 2024

TIME:

11:00 A.M. Local Time

LOCATION:

Village Hall

COPIES: One (1) original, one (1) copy, and one (1) electronic (USB)

REQUEST FOR PROPOSAL INFORMATION

Company Name: _____

Address: _____

City, State, Zip Code: _____

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: _____% _____ DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this proposal document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: _____ Company Name: _____

Typed/Printed Name: _____ Date: _____

Title: _____ Telephone Number: _____

E-mail: _____ Fax Number: _____

PROJECT SPECIFICATIONS

1. GENERAL AND BACKGROUND INFORMATION – VILLAGE OF WILLOWBROOK

The Village of Willowbrook, hereafter referred to as the “Village”, is a home-rule, AAA bond-rated municipality located in west-suburban DuPage County, approximately 25 miles west of downtown Chicago. The Village was founded in 1960 and has become a desirable community with great accessibility, high-quality schools and parks, a strong commercial sector, and a vibrant and community-minded residential base. O'Hare and Midway airports are a short distance away, and the nearby rail line transports commuters into Downtown Chicago in as short as 20 minutes. Willowbrook's attractive location allows companies to serve local, national, and international markets from a stable Midwestern base. The Village's accessibility and superior transportation linkages make Willowbrook an attractive place to live and work.

The Village employs 46 full-time equivalent employees and includes a strong network of community volunteers serving on many Boards and Commissions. Willowbrook operates under the Mayor-Trustee form of government. The Mayor and six Trustees are all elected on an at-large basis. A professional Village Administrator oversees the day-to-day operations of the Village.

2. INTENT

It is the intent of the Village to enter into an agreement with a reputable firm ("Contractor") to provide **any or all** of the following services:

- Building Permit, Plan Review, and Inspections software.

3. PROPOSAL PRICE

Respondent contractors are encouraged to remit proposals for services included in the Scope of Work outlined below. Please provide a fee proposal as structured on page 3 of this RFP consistent with those service(s) for which you intend to submit a proposal. Proposal submissions that fail to include pricing for each service(s) included within their bid shall be considered incomplete and will be rejected without any further consideration. The Contractor may include an alternative solution to the fee structure on page 3 of this RFP but must provide a completed copy of page 3 of this RFP.

4. AWARD

Award will be made to the Contractor who is best qualified to perform in accordance with the terms and conditions of the specifications including the evaluation criteria specified herein for each group. The Village reserves the right to award the bid in part, or in whole, or not award any portion of the bid, whatever is deemed to be in the best interest of the Village. The Village further reserves the right to reject any or all proposals.

5. TERM OF AGREEMENT

Services are expected to begin in July or August 2024.

The term of this Agreement shall be three (3) years from the date of award. The Municipality reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this agreement.

For subsequent terms, requests for increases of unit prices shall be limited to three percent (3%) or CPI, whichever is lower. The final increase is up to the Municipality's discretion. The awarded Contractor is permitted to ask for price revisions after the initial period shall be submitted at least ninety (90) days in advance of the annual contract period.

Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit.

The Municipality reserves the right to reject a proposed price increase and terminate the agreement.

At the end of any subsequent contract term, the Municipality reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by each Municipality; no charges shall be assessed for the failure of a municipality to appropriate funds in future contract years.

The Municipality reserves the right to reject any request for a subsequent term price increase and terminate the Agreement.

6. SPECIFICATIONS/SCOPE OF WORK

See pages 19-21.

7. INVOICES AND PAYMENTS

The Contractor shall submit invoices to the Village detailing the services provided directly to the Village. All services shall be invoiced based on unit pricing and quantities used. The Village shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Village. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Willowbrook
Attn: Michael Krol
835 Midway Dr.
Willowbrook, IL 60527

8. CALENDAR OF EVENTS/TENTATIVE AND SUBJECT TO CHANGE

DATE	ACTIVITY
May 17, 2024	Request for Proposals are advertised on the Village website.
June 4, 2024	Last day to submit questions and requests for clarification.
June 14, 2024	<p><i>Deadline for Proposal Submission. Proposals received after the date and time identified will be returned unopened.</i></p> <p>Submit One (1) original, one (1) copy, and one (1) electronic (USB) copy of the complete/signed proposal by June 14, 2024 before 11:00 A.M. CST, to:</p> <p>Village of Willowbrook</p> <p>835 Midway Dr, Willowbrook IL 60527</p> <p>RFP # 023</p> <p>RFP ON: BUILDING PERMIT/PLAN REVIEW/INSPECTIONS SOFTWARE</p>
June 24, 2024 or July 8, 2024	Potential Approval of Firm by Willowbrook Board of Trustees
TBD	Services Start Date, no earlier than 7/01/2024.

9. ADDITIONAL INFORMATION

Should the Contractor require additional information about this request for proposal, submit questions via email to: purchasing@willowbrook.il.us. Questions are required no later than 5:00 P.M. on June 4, 2024.

ANY and ALL changes to these specifications are valid only if they are included by written addendum. No interpretation of the meaning of the scope of work will be made orally. Failure of any Contractor to receive any such addendum or interpretation shall not relieve the Contractor from any obligation under this proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Contractor to improperly submit a proposal.

The Village recognizes that in some cases the information conveyed in this RFP may provide an insufficient basis for performing a complete analysis of the RFP requirements. Prospective Contractors are therefore requested to make the best possible use of the information provided, without the expectation that the Village will be able to answer every request for further information, or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.

INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

1. ADDITIONAL INFORMATION

- A. Definition: The Request for Proposals (RFP) process is a method of procurement permitting discussions with responsible contractors and revisions to proposals prior to award of a contract. Proposal openings will occur publicly; however, proposals will be evaluated comprehensively by Village staff. The award will be based on the criteria set forth herein.
- B. Examination of Documents: Prior to submitting a proposal, Contractors are advised to carefully examine the contract documents, project scope and work tasks to be accomplished, specifications, insurance requirements and required affidavits; becoming thoroughly familiar with all conditions, instructions and specifications governing this proposal. If a proposal is accepted, the Contractor shall be responsible for, and the Village will make no allowance for, any errors in the proposal resulting from the Contractors failure or neglect to comply with these instructions.
- C. Form of Proposal: Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided by the Village. Additional information, as requested by the Village, shall be submitted in accordance with instructions contained within these documents. Failure to execute proposals as required may, at the sole discretion of the Village, be cause for rejection.
- D. Execution of Proposal: Proposals shall be signed by an authorized officer or Manager of the Contractor. If the Contractor is a corporation, the proposal shall bear the name of the corporation, and be signed by the president and secretary of the corporation. Should the proposal be signed by an officer(s) other than the president and secretary of the corporation, the proposal must be accompanied by an affidavit authorizing such officer(s) to bind the corporation.
- E. Incurred Costs: The Village will not be liable in any way for any costs incurred by the Contractor in replying to this Request for Proposal.

2. SUBMISSION OF PROPOSAL

All proposals shall be submitted in a sealed envelope to the Village Administrator's Office, Village of Willowbrook, 835 Midway Dr, Illinois, 60527, by the specified closing time for receipt of the proposals. The sealed envelope shall carry the following information on the face: Contractor's name, address, subject matter of the proposal, proposal number, and date and hour designated for the closing of receipt of proposals as shown in the notice.

Where proposals are sent by mail or courier service, the Contractor shall be responsible for their delivery to the Village Administrator's Office prior to the designated date and hour for opening. If delivery is delayed beyond the date and hour set for the opening, proposals thus delayed will not be considered and will be returned unopened.

The Village will not accept proposals transmitted by facsimile (fax) or e-mail.

The Village shall not be held responsible for the premature opening or non-opening of a proposal not properly addressed and identified in accordance with these instructions, except as otherwise provided by law.

3. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn before the time designated for the closing of receipt of proposals by written request. However, no proposal shall be withdrawn within the ninety (90) calendar day period after the time set for the closing. Contractors withdrawing their proposal prior to the time and date set for closing of receipt of proposals may still submit another proposal if done in accordance with these instructions.

4. EVALUATION PROCESS

The Village will apply the evaluation criteria specified herein in determining whether the Contractor deemed to be the most advantageous and best qualified to perform in accordance with the terms and conditions of the Agreement.

- A. The Village will receive written proposals as follows: One (1) original, one (1) copy, and one (1) electronic (USB or compact disc) copy of the Proposal shall be submitted. The proposals should include the resume of the firm, location of the firm, references from past and present clients, descriptions of projects of similar scope and experience, the names and background of project personnel and any other submittals requested within the proposal document.
- B. The Village will review and evaluate the proposals based on the established selection criteria and a comparison of all proposals. If necessary, the Village may request a meeting with one or more offerors to clarify and/or expand on the Proposal. In accordance with the requirements of the Proposal, the Village may negotiate terms, conditions, and fees with one or more offerors.
 - a. All offerors are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Village require no clarification and/or supplementary information, such proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the Village.
 - b. The Village may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Village shall not disclose any information derived from one Proposal to any other offeror. The Village reserve the right to request the offeror to provide additional information during this process

During discussions, the offeror shall be prepared to cover the following topics:

- i. The specific services to be provided;

- ii. Qualifications of the offeror, including work on projects of similar scope and experience, the background of project personnel, etc., and;
 - iii. The working relationship to be established between the Village and the Contractor, including, but not limited to, what each party should expect from the other.
 - c. The Village reserves the right to negotiate specifications, terms, and conditions that may be necessary or appropriate to accomplish the purpose of this RFP. The Village may require the RFP and the offeror's entire Proposal to be made an integral part of the resulting contract. This implies that the Village will hold all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations as contractually binding on the successful offeror. When the Village determines an offeror's Proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its Proposal.
- C. The Village will select the Proposal, which appears to be the most advantageous based on the ability to meet the criteria. The Village's municipal manager/administrator or board of trustees/city council, as the case may be, will have the right to execute an agreement with the Contractor who is deemed to be the most advantageous and who is best qualified to perform in accordance with the terms and conditions of the Agreement. The Village reserve the right to reject any or all bids

5. EVALUATION CONSIDERATION

A. Responsiveness with Request for Proposals

This evaluation refers to the adherence to all conditions and requirements of the Request for Proposal.

B. Required Submittals

Qualified firms interested in providing the services described are invited to submit a complete Proposal for consideration. The Proposal shall address the items listed below. Failure to provide all requested items may be sufficient cause for the non-acceptance of the Proposal.

The Contractor may provide information in addition to the information requested; however, the additional information shall be placed at the end of the Contractor's submittal in a section separated from the remainder of the Proposal.

C. Acceptability of Proposals

This refers to the adherence to all conditions and requirements of the Request for Proposals. The offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

- i. Acceptable;
- ii. Unacceptable

Grading Criteria Value	
1.	Services Provided
2.	Qualifications and Experience of Firm
3.	References of Firm
4.	Proposal Pricing

1. **Services Provided**

Rating will be based on an assessment of the Contractors' knowledge and understanding of the scope of services and familiarity with the specifications. Provide a narrative demonstrating the exact type and nature of the proposed services and how your firm will accomplish the objectives of the project as outlined in the specifications. This would include a backup plan in the event of an employee's absence. The Village Proposal Review Team will evaluate the completeness and reasonableness of the Contractors proposed plan for completing the proposed services. Finally, the Team shall evaluate the Contractors submission of proposed methodologies for meeting the requirements of this proposal.

2. **Qualifications and Experience of Firm**

Provide a narrative describing the role of and introducing each key individual or department in your firm's organization that will be actively involved in the performance of the services requested herein. Provide an organization chart showing functional relationships between the Contractor, sub-contractors (if any), and the Village. Show the lines of communication, authority, and assigned responsibility.

The firm shall have a minimum of five (5) years of experience with projects of similar size and scope. The Contractor shall describe experience on all projects and contracts of similar size and scope, including scope, tasks performed, and related information. In documenting the experience, the firm should specifically describe significant implementation challenges and the implemented solutions.

Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of project and outstanding performance on previous projects. Little or no experience with the type of project will receive fewer points.

3. **References of the Firm**

Please provide a list of all similar projects completed since January 1, 2017. The Contractor shall furnish at a minimum five (5) project references with contact names, titles, telephone numbers, e-mail, and mailing addresses. The Contractor shall also include the name of the project manager/lead that was responsible for each of the referenced clients.

Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of projects/contracts and outstanding performance on previous projects. Little or no experience of this type of project will receive fewer points.

4. **Proposal Pricing**

This refers to the rate of pay for the various daily, weekly, monthly, quarterly, and annual services combined with total number of labor hours.

GENERAL TERMS AND CONDITIONS

1. CONTRACTOR QUALIFICATIONS

All Contractors must be qualified Consultants and demonstrate the capability to provide services required in accordance with the proposal specifications. Proposals shall be evaluated using the aforementioned Evaluation Considerations. Firms meeting the mandatory criteria will have their proposals evaluated for both technical qualifications and price. The following represent the principal selection criteria that will be considered during the evaluation process (not listed in order of priority):

- Services Provided
- Qualifications and Experience of Firm
- References of the Firm
- Proposal Pricing

2. ADDITIONS/DELETIONS

The volumes identified herein are estimated quantities. The Village does not guarantee any specific quantities and shall not be held responsible for any deviation. This contract shall cover the Village's requirements whether more or less than the estimated amount.

The Village reserves the right to increase and/or decrease quantities, increase/decrease locations, and add a Municipality during the term of the Agreement, whatever is deemed to be in the best interest of the Village. Any new product's price will be subsequently negotiated with the winning Contractor(s).

In the event awarded Contractor(s) is unavailable, the Village reserves the right to use whatever Contractor is available to minimize and/or mitigate the damages to the Village.

3. DOCUMENT OBTAINED FROM OTHER SOURCES

The Village of Willowbrook is the only official source for proposal packages and supporting materials. Registration with the Village is the only way to ensure Contractors receive all addenda and other notices concerning this project. The Village cannot ensure that Contractors who obtain proposal packages from sources other than the Village will receive addenda and other notices. All Contractors are advised that proposals that do not conform to the requirements of this proposal package, including compliance with and attachment of all addenda and other notices, may, at the Village's discretion, be rejected as non-responsive and/or their proposal disqualified. **In such cases, the Village will NOT re-release the project absent extraordinary circumstances.**

4. CONTACT WITH VILLAGE PERSONNEL

All Contractors are prohibited from making any contact with the Village's Administrator, Trustees, or any other official or employee of the Village with regard to the request for proposals, other than in the manner and to the person(s) designated herein. The Village Administrator reserves the right to disqualify any Contractor found to have contacted Village Personnel in any manner with regard to the request for proposals. Additionally, if the Village

Administrator determines that the contact with Village Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

5. DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST

The Village's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest in profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the Village requires all Offerors including owners or employees to investigate whether a potential or actual conflict of interest exists between the Offeror and any Village, their officials, and/or employees. If the Offeror discovers a potential or actual conflict of interest, the Offeror must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Offeror from consideration. Information provided by Offerors in this regard will allow the Village to take appropriate measures to ensure the fairness of the proposal process.

The Village requires all Offerors to submit a certification, enclosed with this proposal packet, that the Offeror has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a proposal, all Offerors acknowledge and accept that if any Village discovers an undisclosed potential or actual conflict of interest, that Village may disqualify the Offeror and/or refer the matter to the appropriate authorities for investigation and prosecution.

6. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion of this request for proposals shall be interpreted as meaning that only the best practice shall prevail.

7. HOLD HARMLESS

The CONTRACTOR shall indemnify, defend, and hold harmless the Village and the Village's elected and appointed officials, employees, agents, and representatives from all claims, liabilities, losses, damages, demands, penalties, causes of action, costs, and expenses, including court costs and reasonable attorneys' fees, which may arise or which may have been alleged to have arisen out of, or in connection with, the Contractor's performance of the Services. The obligations of the Contractor under this Section 11 shall not be limited by any applicable insurance required of the Contractor. Notwithstanding any other contrary provision contained herein, the Contractor's obligations under this Section 11 shall survive the expiration or termination of this Agreement.

8. RESERVATION OF RIGHTS

The Village reserves the right to accept the Proposal that is, in their judgment, the best and most favorable to the interests of the Village and the public; to reject the low Price Proposal; to

accept any item to any Proposal; to reject any and all Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Proposals when to do so would not, in the Village's opinion, prejudice the proposal process or create any improper advantage to any Contractor; and to waive irregularities and informalities in the proposal process or in any Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Contractors should not rely upon, or anticipate, such waivers in submitting the Proposals. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the proposals.

9. CHANGE IN STATUS

The successful Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

10. SUBCONTRACTORS

If the Contractor intends on subcontracting out all or any portion of the engagement, the Contractor must identify any subcontractors on the attached form. Verify that all subcontractors have completed a pre-employment background check.

11. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village's Project Specifications; The Request for Proposals General Terms & Conditions and Special Terms & Conditions, and the successful Contractor's Proposal Response.

12. JURISDICTION, VENUE, CHOICE OF LAW

This agreement has been made in and shall be construed and enforced in accordance with the laws of the State of Illinois. The parties agree that the sole jurisdiction and venue for any action arising hereunder will be the Circuit Court of DuPage County, Illinois.

13. NON-ENFORCEMENT BY THE VILLAGE

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Village, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

14. INDEPENDENT CONTRACTOR

The Contractor is an independent Contractor, and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village.

Employees or Divisions of the contractor may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Village. However, in either case, the Village retains the right to approve or reject personnel assigned or their replacements.

The contractors and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the Village, which retains the right to approve or reject replacements.

Other personnel may be changed at the discretion of the Contractor provided that replacements have substantially the same or better qualifications or experience.

15. TERMINATION

The Village reserves the right to terminate their respective portion of their agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of their agreement. In the event that an agreement is terminated due to Contractor's default, the Village shall be entitled to purchase services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

16. NON-APPROPRIATIONS

The Village reserves the right to terminate the whole or any part of this agreement or to reject proposals, in the event that the Village Board of Trustees does not appropriate sufficient funds for its completion.

17. PROPERTY OF THE VILLAGE

All documents, findings and work products produced as a result of these services shall become the property of the Village.

18. EQUAL EMPLOYMENT OPPORTUNITY

The successful Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Additionally, the Contractor shall comply with any Fair Employment Ordinance that has been adopted by the Village.

19. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

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

20. AUDIT/ACCESS TO RECORDS

A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of contract amendments, change orders) and a copy of the cost summary submitted to the Municipality. The Auditor General, the Municipality, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.

B. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

C. The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns a Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

D. Records under the subsections above shall be maintained and made available during performance of the work under this agreement and for three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

21. PROTEST PROCEDURE

The full context of Protest Procedures can be found in the Village of Willowbrook Procurement Policy at. An overview of the procedures is included below.

Any Contractor wishing to file a protest regarding the proposal process may do so by giving written notice to the office of the Village of Willowbrook Village Administrator within three (3) business days of award. This notice should include the title of the requirement, the request for proposal number, the closing date and the nature of the protest.

In the event that the protest cannot be resolved by mutual agreement, the Village Administrator's Office shall refer the protest to the Village Administrator or his/her designee within five (5) business days after the protest meeting with a recommendation, in writing, for resolution of the protest. The Village Administrator may conduct an evidentiary hearing at his or her sole option and may designate a representative to preside at such hearing. The Village Administrator will conduct a review and make an attempt to resolve the issue in a manner amicable to all parties within ten (10) business days after receipt of the recommendation, date of the hearing, or the review, whichever is later.

22. CONFIDENTIALITY

Consideration will be given to requests to maintain confidentiality for certain proprietary or confidential information provided in this proposal. If the Contractor desires to maintain confidentiality for specific information, the pages containing the information should be clearly marked on the proposal as "Proprietary and Confidential." In no event should all pages of the proposal be so marked. The proposal should include a separate written request clearly evidencing the need for confidentiality. The Village's Purchasing Manager shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the agreement, all responses, documents, and materials submitted by the Contractor pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village's Purchasing Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village. Based upon the public nature of these RFP's, a Contractor must inform the Village, of the exact materials in the offer that the Contractor believes should not be made a part of the public record in accordance with the Illinois Freedom of Information Act.

23. RESPONSIBILITY OF CONTRACTOR

No agreement will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any agreement with the Village, or who is a defaulter as to surety or otherwise upon any obligation to the Village.

24. EXCEPTIONS TO SPECIFICATIONS

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the Contractor on its firm's letterhead, to be attached to and submitted with these documents at the time of submission of the proposal.

Each exception must refer to the page number and paragraph to which it pertains. The nature of each exception shall be fully explained. Contractors are cautioned that any exceptions to these specifications may be cause for rejection of the proposal.

Should a Contractor submit a proposal where any exception is not clearly marked, described and explained, the Village will consider the proposal to be in strict compliance with these specifications. If then awarded an agreement, the successful Contractor shall comply with all requirements in accordance with these specifications.

25. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor(s). This Contract shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources if deemed to be in the best interest of the Village.

26. COMPETENCY OF CONTRACTOR

If requested in writing by the Village, the Contractor must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

SPECIFICATIONS

1. INTENT

It is the intent of the Village to enter into an agreement with a reputable firm ("Contractor") to provide **any or all** of the following services:

- Building Permit, Plan Review, and Inspections software.

2. SCOPE OF WORK

The Village is interested in the following software systems: permit processing, plan review, and inspections. The Village is requesting a permit, plan review and inspection software. The goal of this software is to allow users to apply for a permit and submit their plans online. Users should also be able to schedule an inspection online as well as track their permit.

The goals of this software solution is to optimize system utilization for all users, create accountability, improve response times, reduce errors, improve analytical capabilities, integrate with GIS, and improve customer service.

In addition to building permit and plan review scope, the Village is requesting the software accommodate inspections, code enforcement actions, and property maintenance complaints. This will require the software to allow residents/contractors to schedule their own inspections and have the ability for Village employees to review the application and the plan review remotely.

Current Conditions

The Village has used BS&A Software as their building permit, inspections, and code enforcement system since 2009. The current system tracks permits, code enforcement, permit review, collection of fees, complaint inspections, building inspections, reporting, and facilitates a basic online application submittal. The current software is not intuitive and therefore not user-friendly, requires multiple steps/screens to make simple inputs and has limited reporting capabilities. The software does not include work flow tracking and lacks the capability to effectively operate as an interactive web-based interface with the public (i.e. view permit status, submit electronic plans, schedule inspections, pay online, etc.)

Desired Conditions

The Village seeks a product which provides improved utility especially in regard to electronic submission and review of digital plan sets. The product would accept electronic submission of documents, allow for the mark-up/editing of digital plan sets, include permit status tracking, generate a process work flow for completing the various reviews (health, building, zoning, engineering, etc.), complaint tracking, online inspection scheduling (internal and external), data reporting, and other improvements over the system currently in use.

Scope of Services

The Village currently uses BS&A Software for its permitting software. The Village is seeking to implement a system that adds functionality which is currently lacking. The Village is seeking the following features and/or functionality:

Permit Process

- Create Permits/Projects.
- Ability to assign a permit/activity to staff by specific criteria.
- Ability to tie related permits/projects together via a project umbrella.
- Ability to connect permit and project documents (photos, permits, etc.) within the system.
- A user-friendly, online web portal for citizens including the ability for users to apply for permits, check current status, schedule inspections and complaints, and pay online.
- Software needs to connect to BS&A for accounting purposes and the Village's online payment system for fees.

Plan Review

- Plans can be submitted online.
- Ability to accept digital, scaled drawings/plans, and supporting documentation.
- Ability for review of digital plan sets.
 - The software needs to be able to connect with BlueBeam Plan Review software.
- Users can view the status of their plans at any time.
- Users can review revised drawings and plans, make edits, and resubmit plan sets.
- Ability for the user to be notified of an update on their permit/project.

Inspections/Complaints

- Allows inspectors and permit applicants to email and/or print completed forms from the job site.
- Ability to schedule inspections online.
- Inspectors can approve or deny inspections in the field on their phone or tablet.
- Inspectors can view the entire file or at least the previous inspection results from the field
- Inspectors can photograph and document findings in the field, which will upload to the case file.

Reporting/Other

- Ability to pull up data by address, street, permit types, etc.
- Ability to develop reports to track the amount of time it took a permit, plan review, and project to be completed.
- Ability to notify an employee of a deadline on a permit/project (i.e. 72 hours to review).
- Ability to consume secured ESRI REST services including feature services, map services, cached basemaps, and/or geolocator services.

The scope of services is limited to the footprint of a work order/asset management system that meets the Village's business requirements which is projected to be as follows:

- Integrating existing systems as necessary.
- The Proposer shall provide all data conversion from existing Tyler Munis.
- The Proposer shall provide and administer end user training.

- The Proposer shall provide one (1) hard copy and one (1) digital copy of all software documentation.

Scope Limitations

The following scope limitations or constraints should be understood:

- The scope of services does not include any other functionality beyond those defined in Scope of Work above.

For example, the scope of services does not include replacing the Village's current e-mail or financial system.

If any changes to current systems are required to work with the solution, they must be specifically identified and highlighted in the project cost.

SPECIAL TERMS & CONDITIONS

1. INSURANCE

The Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance is as follows:

- a) \$1,000,000 bodily injury and property damage, combined single limit each occurrence
- b) \$1,000,000 personal and advertising injury;
- c) \$1,000,000 general aggregate; and
- d) \$1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- a) When the following box is checked - ☐ any general aggregate limit shall apply per project;
- b) Liability arising from premises and operations;
- c) Liability arising from the actions of independent Contractors;
- d) When the following box is checked - ☐ liability arising from the explosion, collapse and underground hazards;
- e) Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;
- f) Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

B. BUSINESS AUTO LIABILITY INSURANCE

At least \$1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

C. WORKERS' COMPENSATION INSURANCE

Statutory benefits as required by Illinois law, including Employers' Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

D. UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE

Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

- a) \$1,000,000 bodily injury and property damage, combined single limit - each occurrence;
- b) \$1,000,000 general aggregate other than products/completed operations and auto liability; and
- c) \$1,000,000 products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance

- a) Commercial general liability;
- b) Business auto liability; and
- c) Employers' liability,

The insurance shall follow form with the coverage provisions required for underlying insurance. If the insurance does not follow form, then the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

The Contractor shall not commence services under the Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Contractor allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of the Contractor's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to aarteaga@willowbrook.il.us.

1. The Contractor shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Contractor in 1.1., 1.2., 1.3. and 1.5. (when required) herein. The Contractor shall

furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.

2. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.
3. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.
4. Failure of the Village to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.
5. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Contractor.
6. The Contractor shall advise the Village via email to aarteaga@willowbrook.il.us and by certified mail, return receipt requested, within two (2) business days after Contractor's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.
7. The Contractor's and all subcontractor's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.
8. Any deductibles or retentions of \$5,000 or greater (\$10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor, and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Contractor or its subcontractor or imposed by Contractor's or its subcontractor's insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Village as expenses.
9. If any required insurance purchased by the Contractor or its subcontractors has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:
 - a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;

Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under the Agreement

2. AFFIDAVITS

The following affidavits included in these agreement documents must be executed and submitted with the proposal:

- A. References
- B. Disqualification of Certain Contractor
- C. Affidavit/Anti-collusion
- D. Tax Compliance
- E. Identification of Subcontractors
- F. Conflict of Interest Form

3. NEW PARTS AND MATERIALS

Equipment and materials must be of the current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide, therefore. Further, the contractor guarantees that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

4. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

5. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1. Et seq.)

Contractor shall comply with all provisions of 820 ILCS 265/1, et seq. including having in place, and providing to the Village, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on a Village project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in effect that fulfills the aforementioned requirements, Contractor shall provide the Village with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.

6. TOXIC SUBSTANCES DISCLOSURES

All contractors must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

REFERENCES

List below other organizations (users of similar size and structure to the Village of Willowbrook preferred) for which these or other similar services have been provided since January 1, 2017.

Municipality/Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone Number: _____

Dates of Service/Award Amount: _____

Municipality/Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone Number: _____

Dates of Service/Award Amount: _____

Municipality/Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone Number: _____

Dates of Service/Award Amount: _____

Municipality/Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone Number: _____

Dates of Service/Award Amount: _____

Municipality/Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone Number: _____

Dates of Service/Award Amount: _____

DISQUALIFICATION OF CERTAIN CONTRACTORS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded an agreement or sub agreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

- A. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- B. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of proposal rigging or attempting to rig proposals as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- C. Has been convicted of proposal rigging or attempting to rig proposals under the laws of the State of Illinois, or any state in the United States;
- D. Has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- E. Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- F. Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- G. Has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- H. Has entered a plea of nolo contendere to charges of bribery, price fixing, proposal rigging, proposal rotating, or fraud; as set forth in subparagraphs (A) through (F) above

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

By signing this document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

(Signature of Contractor if the Contractor is an Individual)

(Signature of Partner if the Contractor is a Partnership)

(Signature of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this _____ day of _____, 2024.

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

_____, being first duly sworn, deposes and says that
he is _____

(Partner, Officer, Owner, Etc.)

Of _____.

(Contractor)

The party making the foregoing proposal or proposal, that such proposal is genuine and not collusive, or sham; that said Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any Contractor or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the proposal price element of said proposal, or of that of any other Contractor, or to secure any advantage against any other Contractor or any person interested in the proposed agreement.

The undersigned certifies that he is not barred from proposing on this contract as a result of a conviction for the violation of State laws prohibiting proposal-rigging or proposal-rotating.

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this _____ day of _____, 2024.

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn, deposes and says that
he is _____

(Partner, Officer, Owner, Etc.)

Of _____.

(Contractor)

The individual or entity making the foregoing proposal or proposal certifies that he is not barred from contracting with the Village because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village to recover all amounts paid to the individual or entity under the agreement in civil action.

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this _____ day of _____, 2024.

Notary Public

<i>Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.</i>
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SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ # of Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services Provided by Sub-Contractor:

Name: _____ # of Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services Provided by Sub-Contractor:

Name: _____ # of Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services Provided by Sub-Contractor:

Name: _____ # of Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services Provided by Sub-Contractor:

CONFLICT OF INTEREST

_____, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the Contractor, its owners and employees and any official or employee of the Village as identified herein.

Contractor further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Contractor has not disclosed any actual or potential conflict of interest, the Village may disqualify the proposal or may void any award and acceptance that the Village has made.

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this _____ day of _____, 2024.

Notary Public

<i>Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.</i>
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