



## Village Board Meeting June 4, 2020 6:00 p.m.

Note: This meeting will be held remotely. The meeting will be streaming live on the Village's youtube channel:

<https://www.youtube.com/VillageofWestmont> Members of the community can participate in the meeting by submitting comments / questions by filling out the online public comment form by visiting

<https://westmont.illinois.gov/meetinginfo> or by calling (630) 981-6195. If you are calling in a comment please do so 2 hours prior to the meeting time. If there are questions on how to submit a form please email [clerk@westmont.il.gov](mailto:clerk@westmont.il.gov)

### 1. Call To Order

### 2. Roll Call

### 3. Pledge Of Allegiance

### 4. Open Forum

Citizens can submit public comments by filling out an online form or by phone call.

- The Online Public Comment Form can be found by visiting [HTTPS://WESTMONT.ILLINOIS.GOV/MEETINGINFO](https://westmont.illinois.gov/meetinginfo). A link to the form will be found here.
- By phone: Call 630-981-6195 and leave your full name, address, and comment. Comments made by phone must be submitted 2 hours prior to the Village Board Meeting.
- If there are any questions on how to make public comments, email [clerk@westmont.il.gov](mailto:clerk@westmont.il.gov)

*Background of  
Subject Matter*

\*

*Type*

Discussion Only

### 5. Reports

#### a. Board Reports

- Mayor
- Clerk
- Trustees

*Background Of  
Subject Matter*

\*

*Type*

Discussion Only

### 6. Items To Be Removed From Consent Agenda

## 7. Consent Agenda (Omnibus Vote)

### a. Village Board Minutes

#### i. Board Meeting Minutes

Board to consider approving minutes of the Village Board meeting held May 7, 2020.

**Background Of Subject Matter** Required Parliamentary Procedure.

**Type** Motion

**Documents:**

[2020-05-07 VILLAGE BOARD MEETING MINUTES \(1\).PDF](#)

### b. Finance Ordinance

#### i. Finance Ordinance #2

Total to be announced at the meeting.

**Background Of Subject Matter** \*

**Type** Motion

### c. Purchase Orders

#### i. PO 21200047

Amalgamated Bank of Chicago \$2,435,762.50

**Background Of Subject Matter** Fiscal Year Debt Service on Bonds 2013A, 2013B, 2017, 2019A, and 2019B. A portion is due July and a portion is due January.

**Type** Purchase Order

**Budgeted** Yes

**Budgeted Explanation** Not on Hold

**Documents:**

[21200047.PDF](#)

#### ii. PO 21200069

Sikich LLP \$35,805.00

**Background Of Subject Matter** Annual Audit Services

**Type** Purchase Order

**Budgeted** Yes

**Budgeted Explanation** Not On Hold

**Documents:**

[21200069.PDF](#)

iii. **PO 21200070**

Donald E Morris Architect PC \$153,720.00

<b><i>Background Of Subject Matter</i></b>	Plan Review and Inspections
<b><i>Additional Background</i></b>	This is an open purchase order based on the total annual budget, and actual payments will be made as used.
<b><i>Type</i></b>	Purchase Order
<b><i>Budgeted</i></b>	Yes
<b><i>Budgeted Explanation</i></b>	Not On Hold

***Documents:***

[21200070.PDF](#)

iv. **PO 21200071**

Michael Chada \$22,000.00

<b><i>Background Of Subject Matter</i></b>	Plumbing Inspections
<b><i>Additional Background</i></b>	This is an open purchase order based on the total annual budget, and actual payments will be made as used.
<b><i>Type</i></b>	Purchase Order
<b><i>Budgeted</i></b>	Yes
<b><i>Budgeted Explanation</i></b>	Not On Hold

***Documents:***

[21200071.PDF](#)

v. **PO 21200072**

Core & Main LP \$22,118.00

<b><i>Background Of Subject Matter</i></b>	Water Meters for Developments
<b><i>Type</i></b>	Purchase Order
<b><i>Budgeted</i></b>	Yes
<b><i>Budgeted Explanation</i></b>	The budget for meters was labeled, and primarily targeted as, Meter Replacement Program, and was listed as "On Hold". That program is still on hold. These are for new installation / new construction, and we will be paid by developers when they are used.

***Documents:***

[21200072.PDF](#)

vi. **PO 21200073**

DuPage Senior Citizen Council \$24,000.00

<b>Background Of Subject Matter</b>	Contribution to Support Services in Westmont
<b>Type</b>	Purchase Order
<b>Budgeted</b>	Yes
<b>Budgeted Explanation</b>	This was designated as On Hold in the budget. However, at Admin/Finance Committee, the committee discussed releasing the hold as part of the Covid-19 Relief package.

**Documents:**

[21200073.PDF](#)

d. **Total Of Purchase Orders And Finance Ordinance**

Total to be announced at the meeting.

<b>Background Of Subject Matter</b>	*
<b>Type</b>	Motion

**8. Unfinished Business**

**9. New Business**

a. **Renewed Declaration Of Emergency**

Board to consider an ordinance which renews until July 2, 2020 the Declaration of State of Local Emergency executed by the Mayor on May 29, 2020.

<b>Background Of Subject Matter</b>	*
<b>Type</b>	Ordinance

b. **Planning And Zoning Commission Reappointment**

Board to consider a motion approving Mayor Gunter's reappointment of Thomas Sharp to the Planning and Zoning Commission.

<b>Background Of Subject Matter</b>	This appointment will be for the standard 5 year term and will be Mr. Sharp's second appointment to the commission.
<b>Type</b>	Motion

c. **Declaration Of Village Property As Surplus**

Board to consider an ordinance declaring certain Village owned vehicles and equipment as surplus property to be sold at Obenauf Auctions.

<b>Background Of Subject Matter</b>	The property identified in the attachment has outlived its useful life. Outdated, non-functioning, replaced, or otherwise not economically maintainable. Upon being declared surplus & sold, the items will be removed from the Village's property inventory.
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<b>Additional Background</b>	Five (5) fleet vehicles will be disposed of by auction through Obenauf Auction Services on behalf of DuPage Mayors and Managers Conference (DMMC).
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<b>Recommendation</b>	Staff recommends approval of this declaration of listed vehicles and equipment as surplus and the method of disposition.
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*Type* Ordinance

**Documents:**

[2020 WESMTONT AUCTION 2.PDF](#)

d. **Engineering Agreement - FDHQ Regional Stormwater Improvement Project**

Board to consider an ordinance authorizing an engineering agreement with ESI Consultants for the Maintenance and Monitoring Engineering Services for the completed FDHQ Regional Stormwater Improvement Project.

**Background Of Subject Matter** We are seeking engineering services to perform the required 3-Year Maintenance and Monitoring Inspections for the completed Wetland and Native Plantings within the new Stormwater Management Facility to help ensure the survivability of the plantings.

**Additional Background** The proposal in the amount of \$15,500 is for the 3 years. Request to approve the sum of \$15,500 for the Maintenance and Monitoring Engineering Services.

**Recommendation** Staff recommends approving the proposal in the amount of \$15,500.

*Type* Ordinance

**Budgeted** Yes

**Documents:**

[ESI 3YR MAINTENANCE AND MONITORING COST BREAKDOWN MAY2020.PDF](#)

[ESI 3YR MAINTENANCE AND MONITORING PROPOSAL MAY2020.PDF](#)

e. **Award Of Bid Proposal - Ashford Subdivision 61st Street & Richmond Stormwater Detention Project**

Board to consider an ordinance accepting the bid proposal from ENCAP, Inc. for the Village's Ashford 61st Street and Richmond Stormwater Detention Project, and authorizing a contract consistent with the bid documents.

**Background Of Subject Matter** The Village accepted bid proposals from 8 contractors for the Ashford 61st Street and Richmond Stormwater Detention Project. The low bidder was ENCAP with a bid of \$198,602.00 (approximately 25% below the Engineer's Estimate of \$265,718).

**Additional Background** Project includes grading to gain additional detention volume and installation of native plantings to provide water quality improvements to meet the County's Stormwater Ordinance. This project was also awarded \$51,000 from the County's WQIP Program.

**Recommendation** Award ENCAP's bid in the amount of \$198,602.00.

*Type* Ordinance

**Budgeted** Yes

**Documents:**

[BID RECOMMENDATION LETTER.PDF](#)

[BID TAB.PDF](#)

[ENCAP.PDF](#)

f. **Engineering Agreement - Ashford Subdivision 61st Street And Richmond Stormwater Detention Project**

Board to consider an ordinance authorizing an engineering agreement with WBK Engineering LLC for Ph3 Construction Services on the Ashford Subdivision 61st Street and Richmond Stormwater Detention Project.

**Background Of Subject Matter** Request to approve the sum of \$29,846.50 for Ph3 Construction Services for the Village's Ashford Subdivision 61st Street and Richmond Stormwater Detention Project.

**Recommendation** Staff recommends approval of the proposal in the amount of \$29,846.50 for Ph3 Construction Services.

**Type** Ordinance

**Budgeted** Yes

**Documents:**

[WBK PH3 CONSTRUCTION SERVICES PROPOSAL.PDF](#)

**10. Miscellaneous**

**11. Executive Session**

This Board may adjourn to closed session to discuss matters so permitted and may act upon such matters upon returning to open session.

**12. Adjourn**

*Note: Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact the ADA Compliance Officer, 9:00 A.M. to 5:00 P.M. Monday through Friday, Village of Westmont, Illinois, 60559; or telephone (630) 981-6210 voice, within a reasonable time before the meeting.*



**Clerk's Office**  
**Village of Westmont**

MINUTES OF THE VIRTUAL BOARD MEETING HELD **Thursday, May 7, 2020.**

**Mayor Gunter** called the meeting to order at **6:00 P.M.**

**WESTMONT VIRTUAL VILLAGE BOARD MEETING ROLL CALL:**

**PRESENT:** Mayor Gunter P Clerk Szymski P

**TRUSTEES:** Addington P Barker P  
Barry P Guzzo P  
Liddle P Nero P

**STAFF:**

<b>May</b> <u>P</u> (Village Mgr)	<b>Parker</b> <u>P</u> (Finance Director)	<b>Sylvester</b> <u>P</u> (Community Dev. Director)
<b>Brainerd</b> <u>P</u> (HR Director)	<b>McIntyre</b> <u>P</u> (Communications Director)	<b>Liljeberg</b> <u>P</u> (I.T. Manager)
<b>Chief Gunther</b> <u>P</u> (Police Dept.)	<b>Dep Chief Thompson</b> <u>A</u> (Police Dept.)	<b>Dep Chief Gruen</b> <u>A</u> (Police Dept.)
<b>Chief Riley</b> <u>P</u> (Fire Dept.)	<b>Olsson</b> <u>P</u> (Assistant Finance Director))	<b>Richards</b> <u>P</u> (Deputy Clerk)
<b>Ramsey</b> <u>P</u> (P.W. Director)	<b>Mielcarski</b> <u>P</u> (Management Analyst)	<b>Mulhearn</b> <u>P</u> (Deputy Liquor Commissioner)

**ATTORNEY:** Zemenak P Carrara A

**A QUORUM WAS PRESENT TO TRANSACT BUSINESS.**

**PRESS:**

Bugle A

**CHAMBER OF COMMERCE DIRECTOR:** Forssberg - P

**THE PLEDGE OF ALLEGIANCE WAS WAIVED.**

**OPEN FORUM:**

There were no public comments submitted.



- Encouraged everyone to shop locally.
- The Village of Westmont Library is working on curbside pick up for books.

#### **Trustee Johanik-Guzzo**

- The Public Safety Committee meeting is scheduled for May 21st at 4:30pm.
- The Fire Department will host their first ever Virtual Citizen's Fire Academy. It started yesterday and there are three more weeks, you can sign up online at westmont.illinois.gov.
- Congratulations to the Class of 2020.

Mayor Gunter and Manager May were talking about putting up banners at each end of town congratulating the graduates of 2020.

#### **Trustee Addington**

- Community Development won't be meeting before July.
- The Westmont Lions Club continues to look for ways to assist the community.
  - 200 masks were donated to the People's Resource Center.
  - Contact the Lions Club if there is someone in need.
- Happy Mother's Day to all of the moms out there.

#### **Trustee Barker**

- Westmont First will be having a Virtual meeting on May 18th at 6pm.
  - Miller School teacher, Nancy Bartosz, gave a presentation about sharing their message of hope and a new program will be rolled out called the Community Hope Collage. The entire community is invited to share messages of hope in the form of artwork, inspirational writing, and other media. The goal of the project is to bring awareness to the importance of positive mental health. Larry McIntyre and Jenny Babyar from the Communications Department will be taking initiative on this.
- Encouraged everyone to fill out the U.S Census.
- The May 4th Environmental Improvement Committee has been cancelled and has been rescheduled for June 4th.
- The official River Sweep single day group event has been cancelled. However, people can do things on an individual basis to help clean up their neighborhoods and nearby waterways.

Mayor mentioned that the flower baskets will go up in the downtown business district, because they were ordered and paid for prior to the COVID-19 crisis.

#### **Trustee Liddle**

- Gave an update on the Administration / Finance Committee meeting.
  - Different incentives were discussed for providing some relief to businesses.
  - Taste of Westmont has been cancelled, however it will go virtual this year. Additional details will be published soon.
  - Cruisin' Nights has been postponed in June. Westmont Special Events is looking for ways to conduct Cruisin Nights going forward.
  - Gave an update on our internship program. Calvin Herion, who was an intern

with the Village though the Transitions 99 program is currently completing an internship with State Representative Deanne Mazzachi. Calvin may start an internship with Westmont Special Events and the Chamber.

**Trustee Nero**

- The next Public Works Committee meeting is June 18th at 4:30pm.
- Talked about a local business stimulus package. Ideas and a timeline were discussed.

**ITEMS TO BE REMOVED FROM CONSENT AGENDA:**

No items to be removed from the consent agenda.

**(1) CONSENT AGENDA [Omnibus Vote]:**

**Village Manager May** addressed the Board on this agenda item.

Motion by **Trustee Liddle** to approve the consent agenda.

**(A) BOARD MEETING MINUTES**

Board to consider approving the minutes of the Village Board meeting held April 23, 2020.

**(B) FINANCE ORDINANCE #1:** Dated **May 7, 2020** in the amount of **\$ 2,170,897.81.**

**(C) PURCHASE ORDERS**

20202820	ESI Consultants LTD	67,550.00
21200007	Bell Fuels	200,000.00
21200012	Meade, Inc.	75,000.00
21200010	Clarke Environmental	79,520.00
21200008	Bestco Benefit Plans	180,000.00
21200011	Government Insurance Network	2,250,000.00
21200009	Emerald Marketing, Inc.	26,228.90
	<b><u>PURCHASE ORDER TOTAL</u></b>	<b><u>\$ 2,878,518.90</u></b>
	<b><u>TOTAL OF PURCHASE ORDERS &amp; FINANCE ORDINANCE #1</u></b>	<b><u>\$ 5,049,416.71</u></b>

Trustee Barry asked if Purchase Order 21200010 - Clark Environmental should be placed on hold.

Manager May explained that we have an existing multi year contract with Clark Environmental and it is a continuation of something we have already approved. This is an open purchase



order encumbering that amount, so that when work is done we can pay bills promptly. If we approve the purchase order, we can still investigate reducing the scope of services.

Trustee Nero agreed that it is something that should be looked into more closely, especially since we will not be having so many events.

Manager May agreed that this is something that will be looking into with more detail.

Attorney Zemenak said that approving the open purchase order does not bind the Village. We can look at the contract to see if there is a way to reduce the scope of services.

**(D) PROCLAMATION - MUNICIPAL CLERK'S WEEK**

Board to consider a proclamation declaring this week, May 3-9, 2020 as Municipal Clerk's Week in the Village of Westmont.

**(E) PROCLAMATION - PUBLIC SERVICE WEEK**

Board to consider a proclamation declaring this week, May 3-9, 2020 as Public Service Week in the Village of Westmont.

**(F) PROCLAMATION - POLICE WEEK**

Board to consider a proclamation declaring this week, May 10-16, 2020 as Police Week in the Village of Westmont.

**(G) PROCLAMATION - DEMENTIA ACTION WEEK**

Board to consider a proclamation declaring this week, May 11-17, 2020 as Dementia Action Week in the Village of Westmont.

**(H) PROCLAMATION - EMS WEEK**

Board to consider a proclamation declaring this week, May 17-23, 2020 as EMS Week in the Village of Westmont.

**(I) PROCLAMATION - PUBLIC WORKS WEEK**

Board to consider a proclamation declaring this week, May 17-23, 2020 as Public Works Week in the Village of Westmont.

Seconded by **Trustee Nero** and the motion passed.

**VOTE ON MOTION #1**

Ayes: Addington, Barker, Barry, Guzzo, Liddle, Nero

Nays: None

Absent: None

**UNFINISHED BUSINESS**

No unfinished business.

**NEW BUSINESS**

**(2) POLICE PENSION TRUSTEE REAPPOINTMENT**

**Mayor Gunter** addressed the Board on this item.

Motion by **Trustee Liddle** to consider a motion approving Mayor Gunter's reappointment of Thomas Conidi as a member of the Board of Trustees of the Police Pension Fund for a two-year term.

Seconded by **Trustee Nero** and the motion passed.

**VOTE ON MOTION #2**

Ayes: Addington, Barry, Barker, Guzzo, Nero, Liddle

Nays: None

Absent: None

**(3) PARKING VARIANCE - 9-11 WEST QUINCY**

**Village Manager May & Attorney Zemenak** addressed the Board on this item.

Motion by **Trustee Nero** to consider an ordinance approving a variance to reduce the required parking spaces for a proposed renovation and reuse of the vacant building at 9-11 West Quincy Street.

Seconded by **Trustee Liddle** and the motion passed.

**VOTE ON MOTION #3**

Ayes: Addington, Barker, Barry, Guzzo, Liddle, Nero

Nays: None

Absent: None

**(4) ENGINEERING AGREEMENT - CBD ALLEY RECONSTRUCTION SECTION G PROJECT**

**Public Works Director Ramsey & Village Manager May** addressed the Board on this item.

Motion made by **Trustee Nero** to consider an ordinance authorizing an engineering agreement with Thomas Engineering Group for Phase 1 & 2 Design Engineering Services for the proposed Central Business District (CBD) Alley Reconstruction Project Section G.

Seconded by **Trustee Liddle** and the motion passed.

**VOTE ON MOTION #4**

Ayes: Addington, Barker, Barry, Guzzo, Liddle, Nero

Nays: None

Absent: None



**Village Clerk's Office**

31 West Quincy Street • Westmont, Illinois 60559  
Tel: 630-981-6220 Fax: 630-829-4441

**MISCELLANEOUS:**

- Mayor Gunter thanked everyone for viewing and participating.
- Wished all of the moms a Happy Mother's Day.

**(5) ADJOURNMENT**

Motion by **Trustee Liddle** to adjourn the meeting.

Seconded by **Trustee Nero** and the motion passed.

**VOTE ON MOTION #5**

Ayes: Addington, Barry, Barker, Liddle, Guzzo, Nero

Nays: None

Absent: None

**MEETING ADJOURNED AT 6:41 P.M.**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Virginia Szymski, Village Clerk

\_\_\_\_\_  
Ronald J. Gunter, Mayor

Dated this 4th day of June, 2020



# Village of Westmont

# Purchase Order

PO Date: 2020-05-14

Page: 1 of: 4

**Bill To:**

FINANCE  
31 W QUINCY  
WESTMONT, IL 60559  
Email: [AP@WESTMONT.IL.GOV](mailto:AP@WESTMONT.IL.GOV)

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **21200047**

**Vendor:**

AMALGAMATED BANK OF CHICAGO  
ONE WEST MONROE  
CHICAGO, IL 60603

**Ship To:**

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100227						
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
	BOND DEBT SERVICE PMTS (2013 A&B, 2017, 2019 A&B)					
1	JULY 2013A MFT INTEREST GL Account: 5055050 - 58072 - 5INF Ship To: FINANCE 31 W QUINCY WESTMONT, IL 60559 Email: <a href="mailto:AP@WESTMONT.IL.GOV">AP@WESTMONT.IL.GOV</a>	1.0	EACH	\$129,581.25	\$129,581.25	
2	JANUARY 2013A MFT INTEREST GL Account: 5055050 - 58072 - 5INF Ship To: FINANCE 31 W QUINCY WESTMONT, IL 60559 Email: <a href="mailto:AP@WESTMONT.IL.GOV">AP@WESTMONT.IL.GOV</a>	1.0	EACH	\$129,581.25	\$129,581.25	
3	JANUARY 2013A MFT PRINCIPAL GL Account: 5055050 - 58071 - 5INF Ship To: FINANCE 31 W QUINCY WESTMONT, IL 60559 Email: <a href="mailto:AP@WESTMONT.IL.GOV">AP@WESTMONT.IL.GOV</a>	1.0	EACH	\$370,000.00	\$370,000.00	
4	JULY 2013B NON-MFT INTEREST GL Account: 5055050 - 58072 - 5INF Ship To: FINANCE 31 W QUINCY WESTMONT, IL 60559 Email: <a href="mailto:AP@WESTMONT.IL.GOV">AP@WESTMONT.IL.GOV</a>	1.0	EACH	\$23,675.00	\$23,675.00	
5	JANUARY 2013B NON-MFT INTEREST	1.0	EACH	\$23,675.00	\$23,675.00	

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Page: 2 of: 4

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ONE WEST MONROE  
CHICAGO, IL 60603

**Ship To:**

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100227						
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
	GL Account: 5055050 - 58072 - 5INF Ship To: FINANCE 31 W QUINCY WESTMONT, IL 60559 Email: <a href="mailto:AP@WESTMONT.IL.GOV">AP@WESTMONT.IL.GOV</a>				\$23,675.00	
6	JANUARY 2013B NON-MFT PRINCIPAL GL Account: 5055050 - 58071 - 5INF Ship To: FINANCE 31 W QUINCY WESTMONT, IL 60559 Email: <a href="mailto:AP@WESTMONT.IL.GOV">AP@WESTMONT.IL.GOV</a>	1.0	EACH	\$65,000.00	\$65,000.00	
7	JULY 2017 SW INTEREST GL Account: 5055050 - 58072 - 5INF Ship To: FINANCE 31 W QUINCY WESTMONT, IL 60559 Email: <a href="mailto:AP@WESTMONT.IL.GOV">AP@WESTMONT.IL.GOV</a>	1.0	EACH	\$109,000.00	\$109,000.00	
8	JANUARY 2017 SW INTEREST GL Account: 5055050 - 58072 - 5INF Ship To: FINANCE 31 W QUINCY WESTMONT, IL 60559 Email: <a href="mailto:AP@WESTMONT.IL.GOV">AP@WESTMONT.IL.GOV</a>	1.0	EACH	\$109,000.00	\$109,000.00	
9	JANUARY 2017 SW PRINCIPAL GL Account: 5055050 - 58071 - 5INF Ship To: FINANCE 31 W QUINCY	1.0	EACH	\$265,000.00	\$265,000.00	

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# Village of Westmont

# Purchase Order

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Page: 3 of 4

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**Ship To:**

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Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
	WESTMONT, IL 60559 Email: <a href="mailto:AP@WESTMONT.IL.GOV">AP@WESTMONT.IL.GOV</a>					
10	JULY 2019A NON-WATER BOND INTEREST GL Account: 5055050 - 58072 - 5INF	1.0	EACH	\$188,525.00	\$188,525.00	
	Ship To: FINANCE 31 W QUINCY WESTMONT, IL 60559 Email: <a href="mailto:AP@WESTMONT.IL.GOV">AP@WESTMONT.IL.GOV</a>					
11	JANUARY 2019A NON-WATER BOND INTEREST GL Account: 5055050 - 58072 - 5INF	1.0	EACH	\$188,525.00	\$188,525.00	
	Ship To: FINANCE 31 W QUINCY WESTMONT, IL 60559 Email: <a href="mailto:AP@WESTMONT.IL.GOV">AP@WESTMONT.IL.GOV</a>					
12	JANUARY 2019A NON-WATER BOND PRINCIPAL GL Account: 5055050 - 58071 - 5INF	1.0	EACH	\$325,000.00	\$325,000.00	
	Ship To: FINANCE 31 W QUINCY WESTMONT, IL 60559 Email: <a href="mailto:AP@WESTMONT.IL.GOV">AP@WESTMONT.IL.GOV</a>					
13	JULY 2019B WATER BOND INTEREST GL Account: 5055050 - 58072 - 5INF	1.0	EACH	\$127,100.00	\$127,100.00	
	Ship To: FINANCE 31 W QUINCY WESTMONT, IL 60559 Email: <a href="mailto:AP@WESTMONT.IL.GOV">AP@WESTMONT.IL.GOV</a>					
14	JANUARY 2019B WATER BOND INTEREST	1.0	EACH	\$127,100.00	\$127,100.00	

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NEXT PAGE**



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Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
	GL Account: 5055050 - 58072 - 5INF Ship To: FINANCE 31 W QUINCY WESTMONT, IL 60559 Email: <a href="mailto:AP@WESTMONT.IL.GOV">AP@WESTMONT.IL.GOV</a>				\$127,100.00	
15	JANUARY 2019B WATER BOND PRINCIPAL GL Account: 5055050 - 58071 - 5INF Ship To: FINANCE 31 W QUINCY WESTMONT, IL 60559 Email: <a href="mailto:AP@WESTMONT.IL.GOV">AP@WESTMONT.IL.GOV</a>	1.0	EACH	\$255,000.00	\$255,000.00	

By: *Spencer Parkes*  
Authorized Signature

**PO Total** **\$2,435,762.50**

\*All vendors must comply with applicable regulations of the Illinois Department of Human Rights.  
 \*This order is exempt from Federal Excise Tax under title 25 USCA, and from Illinois Sales Use and Service Taxes. E9997-4320-07.  
 \*Acceptance of this Purchase Order constitutes agreement by vendor that any action arising out of this Agreement may be commenced only in the State or Federal courts located in DuPage County and/or the Northern District of Illinois. The prevailing party shall have their attorney's fees and court costs paid by the losing party.  
 \*The Village of Westmont will process all bills in accordance with the Illinois Government Prompt Payment Act 50 ILCS 505.



# Village of Westmont

# Purchase Order

PO Date: 2020-05-27

Page: 1 of: 1

**Bill To:**

FINANCE  
31 W QUINCY  
WESTMONT, IL 60559  
Email: [AP@WESTMONT.IL.GOV](mailto:AP@WESTMONT.IL.GOV)

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **21200069**

**Vendor:**

SIKICH LLP  
1415 W DIEHL ROAD  
SUITE 400  
NAPERVILLE, IL 60563-2349  
Fax: 630-566-8401

**Ship To:**

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100780	630-566-8400	630-566-8401				
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
1	Audit Services FY 2019-2020 Audit Services FY 2019-2020 GL Account: 0152410 - 55031 - 1GOV Ship To: FINANCE 31 W QUINCY WESTMONT, IL 60559 Email: <a href="mailto:AP@WESTMONT.IL.GOV">AP@WESTMONT.IL.GOV</a>	1.0	EACH	\$35,805.00	\$35,805.00	

By: *Spencer Parkes*  
Authorized Signature

**PO Total** **\$35,805.00**

\*All vendors must comply with applicable regulations of the Illinois Department of Human Rights.

\*This order is exempt from Federal Excise Tax under title 25 USCA, and from Illinois Sales Use and Service Taxes. E9997-4320-07.

\*Acceptance of this Purchase Order constitutes agreement by vendor that any action arising out of this Agreement may be commenced only in the State or Federal courts located in DuPage County and/or the Northern District of Illinois. The prevailing party shall have their attorney's fees and court costs paid by the losing party.

\*The Village of Westmont will process all bills in accordance with the Illinois Government Prompt Payment Act 50 ILCS 505.



# Village of Westmont

# Purchase Order

PO Date: 2020-05-27

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**Bill To:**

MUNICIPAL SERVICES  
31 W QUINCY  
WESTMONT, IL 60559

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **21200070**

**Vendor:**

DONALD E. MORRIS ARCHITECT P.C  
616 EXECUTIVE DRIVE  
WILLOWBROOK, IL 60527  
Email: [donmorrisarchitects@hotmail.com](mailto:donmorrisarchitects@hotmail.com)  
Fax: 630-920-8091

**Ship To:**

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100538	630-920-8175	630-920-8091				
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
1	Don Morris Reviews & Inspections GL Account: 0153717 - 55031 - 1GOV Ship To: MUNICIPAL SERVICES 31 W QUINCY WESTMONT, IL 60559	1.0	EACH	\$153,720.00	\$153,720.00	

By: *Spencer Parkes*  
Authorized Signature

**PO Total \$153,720.00**

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# Village of Westmont

# Purchase Order

PO Date: 2020-05-27

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**Bill To:**

MUNICIPAL SERVICES  
31 W QUINCY  
WESTMONT, IL 60559

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **21200071**

**Vendor:**

MICHAEL CHADA  
441 SULLIVAN CIRCLE  
BOLINGBROOK, IL 60440  
Fax: 630-968-5794

**Ship To:**

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100184	630-968-1875	630-968-5794				
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
1	Chada Inspections Chada Inspections GL Account: 0153717 - 55031 - 1GOV Ship To: MUNICIPAL SERVICES 31 W QUINCY WESTMONT, IL 60559	1.0	EACH	\$22,000.00	\$22,000.00	

By: *Spencer Parkes*  
Authorized Signature

**PO Total** **\$22,000.00**

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**Bill To:**

MUNICIPAL SERVICES  
31 W QUINCY  
WESTMONT, IL 60559

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase  
Order #

## 21200072

**Vendor:**

CORE & MAIN LP  
1830 CRAIG PARK COURT  
ST. LOUIS, MO 63148

**Ship To:**

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100208						
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
	Meters					
1	1 1/2" meter w/flange kit GL Account: 4154111 - 57064 - 5INF	4.0	EACH	\$1,147.00	\$4,588.00	
	Ship To: MUNICIPAL SERVICES 31 W QUINCY WESTMONT, IL 60559					
2	2" T2 meters w/flange kits GL Account: 4154111 - 57064 - 5INF	4.0	EACH	\$905.00	\$3,620.00	
	Ship To: MUNICIPAL SERVICES 31 W QUINCY WESTMONT, IL 60559					
3	2" C2 meter w/flange kit GL Account: 4154111 - 57064 - 5INF	4.0	EACH	\$1,325.00	\$5,300.00	
	Ship To: MUNICIPAL SERVICES 31 W QUINCY WESTMONT, IL 60559					
4	4" meter GL Account: 4154111 - 57064 - 5INF	3.0	EACH	\$2,830.00	\$8,490.00	
	Ship To: MUNICIPAL SERVICES 31 W QUINCY WESTMONT, IL 60559					
5	510M wired MXU's - box of 27 GL Account: 4154111 - 57064 - 5INF	1.0	EACH	\$120.00	\$120.00	
	Ship To: MUNICIPAL SERVICES 31 W QUINCY					

**CONTINUED ON  
NEXT PAGE**



# Village of Westmont

# Purchase Order

PO Date: 2020-05-27

Page: 2 of: 2

**Bill To:**

MUNICIPAL SERVICES  
31 W QUINCY  
WESTMONT, IL 60559

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Purchase  
Order #

## 21200072

**Vendor:**

CORE & MAIN LP  
1830 CRAIG PARK COURT  
ST. LOUIS, MO 63148

**Ship To:**

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100208						
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
	WESTMONT, IL 60559					

By: *Spencer Parkes*  
Authorized Signature

**PO Total** **\$22,118.00**

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# Village of Westmont

# Purchase Order

PO Date: 2020-05-27

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### Bill To:

ADMINISTRATION  
31 W QUINCY  
WESTMONT, IL 60559  
Phone: 630-981-6216

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **21200073**

### Vendor:

DuPage Senior Citizens Council  
1990 Springer Drive  
Lombard, IL 60148  
Fax: 630-620-1158

### Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100151	630-620-0804	630-620-1158				
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
1	DSCC contribution-support Meals on Wheels Westmont DSCC contribution-support Meals on Wheels Westmont 2020 GL Account: 0151111 - 58048 - 1GOV Ship To: ADMINISTRATION 31 W QUINCY WESTMONT, IL 60559 Phone: 630-981-6216	1.0	EACH	\$24,000.00	\$24,000.00	

By: Spencer Parkes  
Authorized Signature

**PO Total \$24,000.00**

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**Public Works Department  
Engineering Division**

31 West Quincy Street • Westmont, Illinois 60559  
Tel: 630-981-6272 Fax: 630-829-4479

1. **2008 FORD CROWN VIC** (VIN: 2FAFP71V78X103704 / MILES 59,453)  
Body rusting, needs tires, brakes, and interior repairs (headliner is falling down). Headlights have water and wheel wells show significant rusting.
2. **2008 FORD CROWN VIC** (VIN: 2FAFP71V28X131278 / MILES 75,120)  
Body has a large dent on the driver's front side and paint is peeling, needs battery, tires, and brakes. Wiring concerns as the dashboard odometer fades in and out and wheel wells show significant rusting.
3. **2013 FORD POLICE INTERCEPTOR** (VIN:1FM5K8AR7DGB44164 / MILES 69,507)  
Body has a dent on the passenger rear side and the paint is peeling, needs tires and brakes.
4. **2011 FORD F-350 TOOL BOX BODY** (VIN:1FD8X3GT2BEA48651 / MILES 37,521)  
Bed liner is showing significant wear, needs tires, and a replacement D.E.F. Filter.
5. **2011 FORD F-350 REGULAR CAB LONG BOX** (VIN:1FTRF3BT6BEB05291 / MILES 64,708)  
Bed liner has peeled off, needs a battery, tires, and a replacement D.E.F. Filter. Left rear tail light is cracked and the interior driver's seat is in need of replacement.

Village of Westmont  
3-year Maintenance and Monitoring

Cost Proposal

<b>ESI Consultants, Ltd. - Personnel Hours &amp; Cost</b>							
<b>Cass Avenue Basin - 3-year Maintenance and Monitoring</b>							
	PROJECT MANAGER	SENIOR MANAGER	RESIDENT INSPECTOR	ADMIN ASSOC. 3	Total Hours	% of Hours	Total Cost
<b>Actual Rate</b>	<b>61.54</b>	<b>\$44.29</b>	<b>\$27.00</b>	<b>\$24.64</b>			
	Anthony Bryant	Dave Doffin	Abdallah Abdallah	Heather Proctor			
<b>Basin Planting Inspection</b>							
Ensure 50% Wetland Plant Coverage	12				12	10.9%	\$738.48
Check For Invasive Species	6				6	5.5%	\$369.24
							\$0.00
<b>Embankment &amp; Structure Inspection</b>							
Inspect Orifices for Clogging			12		12	10.9%	\$324.00
Floating Debris			6		6	5.5%	\$162.00
Shoreline Erosion	6				6	5.5%	\$369.24
Sediment Disposition	6				6	5.5%	\$369.24
Monitor Permanent Erosion Control			6		6	5.5%	\$162.00
<b>Inspection Checklist and Narrative</b>							
Narrative/Checklist	6		6		12	10.9%	\$531.24
Recommendations	12				12	10.9%	\$738.48
Project Management/Invoicing	4			4	8	7.3%	\$344.72
<b>Coordinate Contractor Bids and Repair</b>							
Coordinate Bids (Once per year)	6	6			12	10.9%	\$634.98
Construction Inspection	12				12	10.9%	\$738.48
					<b>110</b>		<b>\$5,482.10</b>
Total Labor Cost x 2.8 Multiplier							<b>\$15,349.88</b>
Direct Costs *							<b>\$150.00</b>
<b>Total Cost</b>							<b>\$15,499.88</b>



ESI Consultants, Ltd.  
Excellence, Service, Integrity  
www.esild.com

January 13<sup>th</sup>, 2020

Mr. Noriel Noriega, P.E.  
Village of Westmont  
31 W Quincy Street  
Westmont, Illinois, 60559

Subject: Cass Avenue Basin – 3-Year Maintenance and Monitoring

Dear Mr. Noriega:

On behalf of ESI Consultants, Ltd. we are pleased to submit this proposal for engineering services on the above-referenced project. If you find this proposal to be acceptable, the executed copies of this letter, together with the General Terms and Conditions attached hereto which set forth the contractual elements of this agreement, will constitute an agreement between the Village of Westmont (CLIENT) and ESI Consultants, Ltd. (ENGINEER) for services on this project.

### **PROJECT UNDERSTANDING**

The Village of Westmont has constructed a regional detention facility near the intersection of Cass Avenue and 63<sup>rd</sup> Street – the Cass Avenue Regional Detention Facility. As part of the Water Quality Improvement Grant received by the Village from DuPage County, 3-year maintenance and monitoring of the basin must be performed. As part of this project ESI Consultants will perform the 3-year maintenance and monitoring and recommend corrective actions that need to be taken by the Village for the duration of the maintenance and monitoring period. Inspections will occur on a Bi-annual basis for the duration of the contract (3 years, 6 total inspections).

### **BASIC SCOPE OF SERVICES**

#### **1- Basin Planting Inspection**

ESI will inspect the Cass Avenue Basin on a Bi-annual basis. As part of this task the existing plants along the embankments, and within the basin, shall be inspected for the overall health and coverage of the basin plants. ESI will confirm a plant coverage of 50% and check for invasive species.

#### **2- Embankment and Structure Inspection**

ESI will inspect the structural components of the regional basin. These elements include flared end sections, associated drainage structures, stormwater orifice, permanent erosion control, and overflow weirs. In addition the inspector will check for floating debris, shoreline erosion, and sediment disposition.

#### **3- Inspection Checklist and Narrative**

After the inspection is complete ESI will fill out an inspection checklist and provide a narrative of the findings. Any recommendations deemed necessary will be included in the Inspection Narrative.

#### **4- Coordinate Contractor Bids and Repair**

Based on the findings of the inspection and recommendations ESI will coordinate contractor bids to perform the recommended repairs. This task includes oversight and approval of the proposed repairs. It is estimated

that this task will be performed once per year for the duration of the contract (Max 3 times). As part of this task a construction allowance of \$5,000.00 per year for repairs is included in the direct costs (\$15,000.00 total).

**CLIENT RESPONSIBILITIES**

CLIENT is to provide the following in a timely manner:

1. Access to the Project Site
2. As-built Plans and Specifications.

**COMPENSATION**

For the aforementioned “Basic Scope of Services”, the total fee shall be a lump sum of **\$15,500.00**.

For Additional Services of ENGINEER's principals and employees engaged directly on the Project, a fee based on the actual hours expended multiplied by the appropriate employee billing rate, as set forth in ENGINEER's Staff Billing Rate Schedule attached hereto shall be used.

**MISCELLANEOUS CONTRACTUAL ITEMS**

ENGINEER will bill CLIENT monthly for the engineering services and reimbursable expenses. Payment is to be made within thirty (30) days of receipt of our invoice. If CLIENT objects to any invoice submitted by us, CLIENT shall so advise us in writing giving reasons therefore within fourteen (14) days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable to CLIENT. ESI reserves the right to stop work on the Project if our invoices are overdue by more than thirty (30) days. ESI shall not be liable for damages arising out of any such stop of work, nor deemed to be in default of this Agreement as a result thereof. These financial arrangements are based on the orderly and continuous progress of the Project.

This proposal and General Provisions, attached hereto and incorporated therein, represent the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us.

If this proposal satisfactorily sets forth your understanding of the arrangement between us, please sign the enclosed copy of this letter in the space provided below and return it to us. This proposal will be open for acceptance for thirty (30) calendar days from the date hereon unless changed by us in writing. Authorization to proceed requires return of this signed agreement.

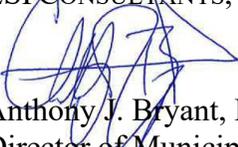
**SCHEDULE**

ENGINEER is available to begin this project immediately. Once required information is received from CLIENT, the work will be scheduled promptly for completion for each yearly cycle.

Thank you for requesting ESI Consultants, Ltd. to provide professional services on this Project.

Sincerely,

ESI CONSULTANTS, LTD.

  
Anthony J. Bryant, P.E., CFM  
Director of Municipal Services

Kevin Hayes  
Vice President



ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

VILLAGE OF WESTMONT

BY: \_\_\_\_\_

May 27, 2020

Mr. Noriel Noriega, PE  
Village Engineer  
Village of Westmont  
31 W Quincy St.  
Westmont, IL 60559

Re: 61<sup>st</sup> St. & Richmond Ave. Stormwater Improvements Project – Bid Opening

Dear Mr. Noriega,

We have reviewed the bids submitted for the above referenced project. Eight (8) bids were received and the apparent low bidder is ENCAP, Inc., of DeKalb, Illinois, with a total base bid in the amount of \$198,602.00.

ENCAP, Inc. has completed similar projects for municipalities throughout northeastern Illinois in the past with no significant issues. Additionally, WBK Engineering, LLC has worked with ENCAP, Inc. on multiple projects in the past with no significant issues.

The bid from ENCAP, Inc. appears to be in order and we recommend that the base bid be awarded to them for the described work. If you have any questions regarding this matter, please feel free to contact me.

Sincerely,



Justin Benham, PE  
Project Engineer  
WBK Engineering, LLC



TABULATION OF BIDS

61st & Richmond Avenue Stormwater Improvements

Village of Westmont

5/26/2020

No.	Description	Unit of Measure	Quantity	Engineer's Estimate		A-Lamp		Applied Ecological Services		Copenhaver		ENCAP		Martam		Nettle Creek Nursery		V3		Wilkinson Excavating	
				Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
<b>Site Improvements</b>																					
1	MOBILIZATION	L SUM	1.0	\$ 12,000.00	\$ 12,000.00	\$ 50,000.00	\$ 50,000.00	\$ 12,474.00	\$ 12,474.00	\$ 37,000.00	\$ 37,000.00	\$ 1,500.00	\$ 1,500.00	\$ 16,500.00	\$ 16,500.00	\$ 20,000.00	\$ 20,000.00	\$ 15,140.25	\$ 15,140.25	\$ 6,000.00	\$ 6,000.00
2	CONSTRUCTION LAYOUT AND AS-BUILT SURVEY	L SUM	1.0	\$ 4,000.00	\$ 4,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,480.00	\$ 7,480.00	\$ 8,000.00	\$ 8,000.00	\$ 7,500.00	\$ 7,500.00	\$ 6,600.00	\$ 6,600.00	\$ 16,000.00	\$ 16,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00
3	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	100.0	\$ 45.00	\$ 4,500.00	\$ 20.00	\$ 2,000.00	\$ 35.00	\$ 3,500.00	\$ 20.00	\$ 2,000.00	\$ 60.00	\$ 6,000.00	\$ 25.20	\$ 2,520.00	\$ 60.00	\$ 6,000.00	\$ 55.00	\$ 5,500.00	\$ 43.00	\$ 4,300.00
4	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	50.0	\$ 55.00	\$ 2,750.00	\$ 22.00	\$ 1,100.00	\$ 97.00	\$ 4,850.00	\$ 29.00	\$ 1,450.00	\$ 80.00	\$ 4,000.00	\$ 34.80	\$ 1,740.00	\$ 66.00	\$ 3,300.00	\$ 80.00	\$ 4,000.00	\$ 54.00	\$ 2,700.00
5	TEMPORARY FENCE	FOOT	127.0	\$ 5.00	\$ 635.00	\$ 8.00	\$ 1,016.00	\$ 6.32	\$ 802.64	\$ 5.00	\$ 635.00	\$ 4.50	\$ 571.50	\$ 4.80	\$ 609.60	\$ 4.00	\$ 508.00	\$ 4.50	\$ 571.50	\$ 10.00	\$ 1,270.00
6	TEMPORARY FENCE (SPECIAL)	FOOT	154.0	\$ 15.00	\$ 2,310.00	\$ 10.00	\$ 1,540.00	\$ 14.00	\$ 2,156.00	\$ 11.00	\$ 1,694.00	\$ 4.50	\$ 693.00	\$ 18.00	\$ 2,772.00	\$ 16.00	\$ 2,464.00	\$ 18.00	\$ 2,772.00	\$ 10.00	\$ 1,540.00
7	EARTH EXCAVATION	CU YD	1,150.0	\$ 12.00	\$ 13,800.00	\$ 35.00	\$ 40,250.00	\$ 19.00	\$ 21,850.00	\$ 33.00	\$ 37,950.00	\$ 8.00	\$ 9,200.00	\$ 26.70	\$ 30,705.00	\$ 30.00	\$ 34,500.00	\$ 16.00	\$ 18,400.00	\$ 15.00	\$ 17,250.00
8	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	1,803.0	\$ 20.00	\$ 36,060.00	\$ 25.00	\$ 45,075.00	\$ 14.00	\$ 25,242.00	\$ 14.00	\$ 25,242.00	\$ 8.00	\$ 14,424.00	\$ 14.50	\$ 26,143.50	\$ 40.00	\$ 72,120.00	\$ 15.00	\$ 27,045.00	\$ 20.00	\$ 36,060.00
9	GRADING AND SHAPING DITCHES	FOOT	380.0	\$ 10.00	\$ 3,800.00	\$ 15.00	\$ 5,700.00	\$ 7.58	\$ 2,880.40	\$ 16.00	\$ 6,080.00	\$ 15.00	\$ 5,700.00	\$ 8.85	\$ 3,363.00	\$ 26.00	\$ 9,880.00	\$ 23.00	\$ 8,740.00	\$ 20.00	\$ 7,600.00
10	SEEDING, WET TO MESIC PRAIRIE	ACRE	3.09	\$ 5,000.00	\$ 15,450.00	\$ 2,500.00	\$ 7,725.00	\$ 3,088.00	\$ 9,541.92	\$ 6,000.00	\$ 18,540.00	\$ 2,000.00	\$ 6,180.00	\$ 4,560.00	\$ 14,090.40	\$ 10,000.00	\$ 30,900.00	\$ 6,500.00	\$ 20,085.00	\$ 5,000.00	\$ 15,450.00
11	SEEDING, TURF GRASS	ACRE	0.34	\$ 4,000.00	\$ 1,360.00	\$ 2,200.00	\$ 748.00	\$ 6,767.00	\$ 2,300.78	\$ 2,900.00	\$ 986.00	\$ 1,700.00	\$ 578.00	\$ 3,180.00	\$ 1,081.20	\$ 4,000.00	\$ 1,360.00	\$ 8,200.00	\$ 2,788.00	\$ 5,500.00	\$ 1,870.00
12	SEEDING, LOW PROFILE MESIC TO DRY PRAIRIE	ACRE	0.84	\$ 5,000.00	\$ 4,200.00	\$ 2,100.00	\$ 1,764.00	\$ 2,645.00	\$ 2,221.80	\$ 8,000.00	\$ 6,720.00	\$ 2,100.00	\$ 1,764.00	\$ 4,680.00	\$ 3,931.20	\$ 8,000.00	\$ 6,720.00	\$ 7,400.00	\$ 6,216.00	\$ 5,500.00	\$ 4,620.00
13	NITROGEN FERTILIZER NUTRIENT	POUND	31.0	\$ 5.00	\$ 155.00	\$ 1.00	\$ 31.00	\$ 10.04	\$ 311.24	\$ 1.00	\$ 31.00	\$ 2.50	\$ 77.50	\$ 4.80	\$ 148.80	\$ 6.00	\$ 186.00	\$ 12.00	\$ 372.00	\$ 4.00	\$ 124.00
14	PHOSPHOROUS FERTILIZER NUTRIENT	POUND	31.0	\$ 5.00	\$ 155.00	\$ 1.00	\$ 31.00	\$ 11.36	\$ 352.16	\$ 1.00	\$ 31.00	\$ 2.50	\$ 77.50	\$ 4.80	\$ 148.80	\$ 6.00	\$ 186.00	\$ 12.00	\$ 372.00	\$ 4.00	\$ 124.00
15	POTASSIUM FERTILIZER NUTRIENT	POUND	31.0	\$ 5.00	\$ 155.00	\$ 1.00	\$ 31.00	\$ 11.36	\$ 352.16	\$ 1.00	\$ 31.00	\$ 2.50	\$ 77.50	\$ 4.80	\$ 148.80	\$ 6.00	\$ 186.00	\$ 12.00	\$ 372.00	\$ 4.00	\$ 124.00
16	SEED BED SOIL PREPARATION	ACRE	2.16	\$ 4,000.00	\$ 8,640.00	\$ 2,200.00	\$ 4,752.00	\$ 506.00	\$ 1,092.96	\$ 3,100.00	\$ 6,696.00	\$ 600.00	\$ 1,296.00	\$ 1,320.00	\$ 2,851.20	\$ 800.00	\$ 1,728.00	\$ 3,300.00	\$ 7,128.00	\$ 3,750.00	\$ 8,100.00
17	MULCH, METHOD 2	ACRE	2.32	\$ 2,500.00	\$ 5,800.00	\$ 2,200.00	\$ 5,104.00	\$ 1,523.00	\$ 3,533.36	\$ 3,000.00	\$ 6,960.00	\$ 2,500.00	\$ 5,800.00	\$ 2,880.00	\$ 6,681.60	\$ 4,000.00	\$ 9,280.00	\$ 5,400.00	\$ 12,528.00	\$ 3,800.00	\$ 8,816.00
18	EROSION CONTROL BLANKET	SQ YD	5,711.0	\$ 3.00	\$ 17,133.00	\$ 4.00	\$ 22,844.00	\$ 1.72	\$ 9,822.92	\$ 2.00	\$ 11,422.00	\$ 1.75	\$ 9,994.25	\$ 1.50	\$ 8,566.50	\$ 2.88	\$ 16,447.68	\$ 3.00	\$ 17,133.00	\$ 2.00	\$ 11,422.00
19	PLANTING, EMERGENT WETLAND	EACH	5,929.0	\$ 5.00	\$ 29,645.00	\$ 5.00	\$ 29,645.00	\$ 3.93	\$ 23,300.97	\$ 8.00	\$ 47,432.00	\$ 3.75	\$ 22,233.75	\$ 6.00	\$ 35,574.00	\$ 8.00	\$ 47,432.00	\$ 4.25	\$ 25,198.25	\$ 5.00	\$ 29,645.00
20	STABILIZED CONSTRUCTION ENTRANCE	EACH	1.0	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,684.00	\$ 2,684.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,530.00	\$ 3,530.00	\$ 2,000.00	\$ 2,000.00	\$ 4,600.00	\$ 4,600.00	\$ 2,500.00	\$ 2,500.00
21	TEMPORARY EROSION CONTROL SEEDING	POUND	1,000.00	\$ 1.50	\$ 1,500.00	\$ 5.00	\$ 5,000.00	\$ 2.04	\$ 2,040.00	\$ 0.50	\$ 500.00	\$ 1.00	\$ 1,000.00	\$ 2.40	\$ 2,400.00	\$ 0.60	\$ 600.00	\$ 4.25	\$ 4,250.00	\$ 4.80	\$ 4,800.00
22	PERIMETER EROSION BARRIER	FOOT	945.0	\$ 3.00	\$ 2,835.00	\$ 3.00	\$ 2,835.00	\$ 4.25	\$ 4,016.25	\$ 2.00	\$ 1,890.00	\$ 3.00	\$ 2,835.00	\$ 4.20	\$ 3,969.00	\$ 3.00	\$ 2,835.00	\$ 5.25	\$ 4,961.25	\$ 4.00	\$ 3,780.00
23	INLET AND PIPE PROTECTION	EACH	4.0	\$ 500.00	\$ 2,000.00	\$ 150.00	\$ 600.00	\$ 260.00	\$ 1,040.00	\$ 80.00	\$ 320.00	\$ 175.00	\$ 700.00	\$ 180.00	\$ 720.00	\$ 120.00	\$ 480.00	\$ 340.00	\$ 1,360.00	\$ 400.00	\$ 1,600.00
24	INLET AND PIPE PROTECTION (SPECIAL)	EACH	1.0	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ 4,559.00	\$ 4,559.00	\$ 150.00	\$ 150.00	\$ 1,200.00	\$ 1,200.00	\$ 480.00	\$ 480.00	\$ 200.00	\$ 200.00	\$ 1,500.00	\$ 1,500.00	\$ 800.00	\$ 800.00
25	TEMPORARY EROSION CONTROL BLANKET	SQ YD	600.0	\$ 2.00	\$ 1,200.00	\$ 0.10	\$ 60.00	\$ 2.51	\$ 1,506.00	\$ 1.00	\$ 600.00	\$ 2.00	\$ 1,200.00	\$ 1.50	\$ 900.00	\$ 2.40	\$ 1,440.00	\$ 2.25	\$ 1,350.00	\$ 1.80	\$ 1,080.00
26	SITE DEWATERING	DAYS	15.0	\$ 1,000.00	\$ 15,000.00	\$ 2,000.00	\$ 30,000.00	\$ 526.00	\$ 7,890.00	\$ 1,000.00	\$ 15,000.00	\$ 200.00	\$ 3,000.00	\$ 840.00	\$ 12,600.00	\$ 200.00	\$ 3,000.00	\$ 1.25	\$ 18.75	\$ 500.00	\$ 7,500.00
27	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH	2.0	\$ 3,500.00	\$ 7,000.00	\$ 3,500.00	\$ 7,000.00	\$ 6,967.00	\$ 13,934.00	\$ 900.00	\$ 1,800.00	\$ 1,500.00	\$ 3,000.00	\$ 1,015.00	\$ 2,030.00	\$ 2,600.00	\$ 5,200.00	\$ 3,100.00	\$ 6,200.00	\$ 750.00	\$ 1,500.00
28	PIPE UNDERDRAINS, TYPE 1, 8"	FOOT	173.0	\$ 25.00	\$ 4,325.00	\$ 50.00	\$ 8,650.00	\$ 29.00	\$ 5,017.00	\$ 45.00	\$ 7,785.00	\$ 25.00	\$ 4,325.00	\$ 41.00	\$ 7,093.00	\$ 60.00	\$ 10,380.00	\$ 41.00	\$ 7,093.00	\$ 30.00	\$ 5,190.00
29	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	EACH	1.0	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,769.00	\$ 4,769.00	\$ 3,700.00	\$ 3,700.00	\$ 6,000.00	\$ 6,000.00	\$ 2,340.00	\$ 2,340.00	\$ 6,000.00	\$ 6,000.00	\$ 4,100.00	\$ 4,100.00	\$ 3,000.00	\$ 3,000.00
30	MANHOLES TO BE RECONSTRUCTED	EACH	2.0	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 2,603.00	\$ 5,206.00	\$ 1,400.00	\$ 2,800.00	\$ 1,000.00	\$ 2,000.00	\$ 1,160.00	\$ 2,320.00	\$ 2,600.00	\$ 5,200.00	\$ 2,300.00	\$ 4,600.00	\$ 2,500.00	\$ 5,000.00
31	GOOSE PROTECTION FENCE	ACRE	0.77	\$ 3,000.00	\$ 2,310.00	\$ 7,500.00	\$ 5,775.00	\$ 15,613.00	\$ 12,022.01	\$ 8,000.00	\$ 6,160.00	\$ 2,500.00	\$ 1,925.00	\$ 9,000.00	\$ 6,930.00	\$ 10,000.00	\$ 7,700.00	\$ 3,800.00	\$ 2,926.00	\$ 5,000.00	\$ 3,850.00
32	PARKWAY TREES (SPECIAL)	EACH	11.0	\$ 500.00	\$ 5,500.00	\$ 1,000.00	\$ 11,000.00	\$ 655.00	\$ 7,205.00	\$ 650.00	\$ 7,150.00	\$ 500.00	\$ 5,500.00	\$ 720.00	\$ 7,920.00	\$ 600.00	\$ 6,600.00	\$ 980.00	\$ 10,780.00	\$ 750.00	\$ 8,250.00
33	NATURALIZED AREA SIGNAGE	L SUM	1.0	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 1,995.00	\$ 1,995.00	\$ 2,500.00	\$ 2,500.00	\$ 4,250.00	\$ 4,250.00	\$ 7,800.00	\$ 7,800.00	\$ 2,000.00	\$ 2,000.00	\$ 4,100.00	\$ 4,100.00	\$ 1,500.00	\$ 1,500.00
34	MAINTENANCE AND MANAGEMENT YEAR 1	L SUM	1.0	\$ 6,000.00	\$ 6,000.00	\$ 10,500.00	\$ 10,500.00	\$ 3,356.00	\$ 3,356.00	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00	\$ 7,200.00	\$ 7,200.00	\$ 6,800.00	\$ 6,800.00	\$ 12,900.00	\$ 12,900.00	\$ 11,000.00	\$ 11,000.00
35	MAINTENANCE AND MANAGEMENT YEAR 2	L SUM	1.0	\$ 6,000.00	\$ 6,000.00	\$ 14,500.00	\$ 14,500.00	\$ 5,226.00	\$ 5,226.00	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00	\$ 7,200.00	\$ 7,200.00	\$ 6,800.00	\$ 6,800.00	\$ 12,900.00	\$ 12,900.00	\$ 11,000.00	\$ 11,000.00
36	MAINTENANCE AND MANAGEMENT YEAR 3	L SUM	1.0	\$ 6,000.00	\$ 6,000.00	\$ 16,000.00	\$ 16,000.00	\$ 6,650.00	\$ 6,650.00	\$ 3,000.00	\$ 3,000.00	\$ 13,000.00	\$ 13,000.00	\$ 10,800.00	\$ 10,800.00	\$ 2,800.00	\$ 2,800.00	\$ 19,500.00	\$ 19,500.00	\$ 11,000.00	\$ 11,000.00
37	CASH ALLOWANCE	UNIT	25,000.0	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00

As-Read Bid	\$ 390,526.00	\$ 248,180.57	\$ 305,255.00	\$ 198,602.00	\$ 275,407.60	\$ 374,232.68	\$ 312,500.00	\$ 271,365.00
<b>As-Calculated Bid</b>	<b>\$ 265,718.00</b>	<b>\$ 390,526.00</b>	<b>\$ 248,180.57</b>	<b>\$ 305,255.00</b>	<b>\$ 198,602.00</b>	<b>\$ 275,407.60</b>	<b>\$ 312,500.00</b>	<b>\$ 271,365.00</b>



Local Public Agency  
Formal Contract Proposal

PROPOSAL SUBMITTED BY		
ENCAP, Inc.		
Contractor's Name		
2585 Wagner Court		
Street		P.O. Box
DeKalb	IL	60115
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF DUPAGE

VILLAGE OF WESTMONT

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. S RICHMOND AVE

SECTION NO. \_\_\_\_\_

TYPES OF FUNDS LOCAL

SPECIFICATIONS (required)

PLANS (required)

**For Municipal Projects**  
Submitted/Approved/Passed

Mayor  President of Board of Trustees  Municipal Official

\_\_\_\_\_

Date

**Department of Transportation**

Released for bid based on limited review

\_\_\_\_\_

Regional Engineer

\_\_\_\_\_

Date

**For County and Road District Projects**  
Submitted/Approved

\_\_\_\_\_

Highway Commissioner

\_\_\_\_\_

Date

Submitted/Approved

\_\_\_\_\_

County Engineer/Superintendent of Highways

\_\_\_\_\_

Date

**Note:** All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County DuPage
Local Public Agency Village of Westmont
Section Number
Route S Richmond Avenue

Sealed proposals for the improvement described below will be received at the office of Department of Public Works (Garage),
39 E Burlington Ave, Westmont IL until 9:00 AM on May 26, 2020

This facility is generally closed to the public; therefore, bid intake will begin at 8:30 AM. If a contractor desires to drop off bids prior to the bid date, an appointment with Mr. Noriel Noriega, PE, Village Engineer, is required. Noriel may be contacted at 630-878-2796.

Sealed proposals will be opened and read publicly at the office of Department of Public Works (Garage)
39 E Burlington Ave, Westmont IL at 9:00 AM on May 26, 2020

DESCRIPTION OF WORK

Name "61st St & S Richmond Ave Stormwater Improvements" Length: feet ( miles)
Location Northwest of intersection of 61st Street & S Richmond Avenue, Village of Westmont
Proposed Improvement Conversion of dry bottom detention basin into wetland bottom detention basin. Project includes earth and topsoil excavation/placement, minor storm sewer work, seeding/plantings, erosion control measures

1. Plans and proposal forms will be available in the office of Department of Public Works (by appointment only) (\$25 fee)
Contact Justin Benham at jbenham@wbkengineering to obtain electronic copy of bid documents (no fee)

2. [X] Prequalification
If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

- 4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
a. BLR 12200: Local Public Agency Formal Contract Proposal
b. BLR 12200a Schedule of Prices
c. BLR 12230: Proposal Bid Bond (if applicable)
d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
e. BLR 12326: Affidavit of Illinois Business Office

## RETURN WITH BID

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County DuPage
Local Public Agency Village of Westmont
Section Number
Route S Richmond Avenue

1. Proposal of ENCAP, Inc.
for the improvement of the above section by the construction of
Conversion of dry bottom detention basin into wetland bottom detention basin. Project
includes earth and topsoil excavation/placement, minor storm sewer work, seeding/plantings

a total distance of \_\_\_\_\_ feet, of which a distance of \_\_\_\_\_ feet, ( \_\_\_\_\_ miles) are to be improved.

2. The plans for the proposed work are those prepared by WBK Engineering, LLC, dated May 6, 2020
and approved by the Department of Transportation on \_\_\_\_\_

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as
"Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special
Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check
Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within \_\_\_\_\_ working days or by 11/20/2020
unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and
Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this
proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the
specifications, made payable to:

\_\_\_\_\_ Treasurer of Village of Westmont

The amount of the check is 5% of bid amount ( \_\_\_\_\_ ).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to
the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check
is placed in another proposal, it will be found in the proposal for: Section Number \_\_\_\_\_

8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full
amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this
proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed
that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the
product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will
be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this
contract.

12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on
BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid
specified in the Schedule for Multiple Bids below.

RETURN WITH BID



**Illinois Department  
of Transportation**

**SCHEDULE OF PRICES**

A bid will be declared unacceptable if neither a unit price nor total price is shown.

County DuPage  
Local Public Agency Village of Westmont  
Section \_\_\_\_\_  
Route S Richmond Avenue

**Schedule for Multiple Bids**

Combination Letter	Sections Included in Combinations	Total

**Schedule for Single Bid**

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	MOBILIZATION	L SUM	1	\$1,500.00	\$1,500.00
2	CONSTRUCTION LAYOUT AND AS-BUILT SURVEY	L SUM	1	\$7,500.00	\$7,500.00
3	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	100	\$60.00	\$6,000.00
4	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	50	\$80.00	\$4,000.00
5	TEMPORARY FENCE	FOOT	127	\$4.50	\$571.50
6	TEMPORARY FENCE (SPECIAL)	FOOT	154	\$4.50	\$693.00
7	EARTH EXCAVATION	CU YD	1150	\$8.00	\$9,200.00
8	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	1803	\$8.00	\$14,424.00
9	GRADING AND SHAPING DITCHES	FOOT	380	\$15.00	\$5,700.00
10	SEEDING, WET TO MESIC PRAIRIE	ACRE	3.09	\$2,000.00	\$6,180.00
11	SEEDING, TURF GRASS	ACRE	0.34	\$1,700.00	\$578.00
12	SEEDING, LOW PROFILE MESIC TO DRY PRAIRIE	ACRE	0.84	\$2,100.00	\$1,764.00
13	NITROGEN FERTILIZER NUTRIENT	POUND	31	\$2.50	\$77.50
14	PHOSPHOROUS FERTILIZER NUTRIENT	POUND	31	\$2.50	\$77.50
15	POTASSIUM FERTILIZER NUTRIENT	POUND	31	\$2.50	\$77.50
16	SEED BED SOIL PREPARATION	ACRE	2.16	\$600.00	\$1,296.00
17	MULCH, METHOD 2	ACRE	2.32	\$2,500.00	\$5,800.00
18	EROSION CONTROL BLANKET	SQ YD	5711	\$1.75	\$9,994.25
19	PLANTING, EMERGENT WETLAND	EACH	5929	\$3.75	\$22,233.75
20	STABILIZED CONSTRUCTION ENTRANCE	EACH	1	\$2,000.00	\$2,000.00
21	TEMPORARY EROSION CONTROL SEEDING	POUND	1000	\$1.00	\$1,000.00
22	PERIMETER EROSION BARRIER	FOOT	945	\$3.00	\$2,835.00
23	INLET AND PIPE PROTECTION	EACH	4	\$175.00	\$700.00
24	INLET AND PIPE PROTECTION (SPECIAL)	EACH	1	\$1,200.00	\$1,200.00
25	TEMPORARY EROSION CONTROL BLANKET	SQ YD	600	\$2.00	\$1,200.00
26	SITE DEWATERING	DAYS	15	\$200.00	\$3,000.00
27	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH	2	\$1,500.00	\$3,000.00
28	PIPE UNDERDRAINS, TYPE 1, 8"	FOOT	173	\$25.00	\$4,325.00
29	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	EACH	1	\$6,000.00	\$6,000.00
30	MANHOLES TO BE RECONSTRUCTED	EACH	2	\$1,000.00	\$2,000.00
31	GOOSE PROTECTION FENCE	ACRE	0.77	\$2,500.00	\$1,925.00
32	PARKWAY TREES (SPECIAL)	EACH	11	\$500.00	\$5,500.00
33	NATURALIZED AREA SIGNAGE	L SUM	1	\$4,250.00	\$4,250.00
34	MAINTENANCE AND MANAGEMENT YEAR 1	L SUM	1	\$12,000.00	\$12,000.00
35	MAINTENANCE AND MANAGEMENT YEAR 2	L SUM	1	\$12,000.00	\$12,000.00
36	MAINTENANCE AND MANAGEMENT YEAR 3	L SUM	1	\$13,000.00	\$13,000.00
37	CASH ALLOWANCE	UNIT	25000	\$1.00	\$25,000.00

\$198,602.00

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	<u>DuPage</u>
Local Public Agency	<u>Village of Westmont</u>
Section Number	<u></u>
Route	<u>S Richmond Avenue</u>

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County DuPage  
Local Public Agency Village of Westmont  
Section Number \_\_\_\_\_  
Route S Richmond Avenue

(If an individual)

Signature of Bidder \_\_\_\_\_

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

(If a partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

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

Inset Names and Addressed of All Partners

} \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation)

Corporate Name AVCA, Inc.

Signed By [Signature]  
President

Business Address 2585 Wagner Court  
DeKalb, IL 60115

Inset Names of Officers

} President Jonathan Koepke

Secretary "

Treasurer "

Attest: \_\_\_\_\_  
Secretary



PROPOSAL SUBMITTED BY <i>ENCAP, Inc.</i>		
Contractor's Name <i>2585 Wagner Court</i>		
Street <i>DeKalb</i>	P.O. Box <i>Il</i>	<i>60115</i>
City	State	Zip Code

STATE OF ILLINOIS

COUNTY DUPAGE  
 VILLAGE OF WESTMONT  
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF  
 STREET NAME OR ROUTE S RICHMOND AVENUE  
 SECTION NO. \_\_\_\_\_  
 TYPES OF FUNDS LOCAL

SPECIFICATIONS (required)

PLANS (required)

CONTRACT BOND (when required)

**For Municipal Projects**  
 Submitted/Approved/Passed

Mayor  President of Board of Trustees  Municipal Official

\_\_\_\_\_

Date

**Department of Transportation**  
 Concurrence in approval of award

\_\_\_\_\_

Regional Engineer

\_\_\_\_\_

Date

**For County and Road District Projects**  
 Submitted/Approved

\_\_\_\_\_

Highway Commissioner

\_\_\_\_\_

Date

Submitted/Approved

\_\_\_\_\_

County Engineer/Superintendent of Highways

\_\_\_\_\_

Date

County DuPage  
Local Public Agency Village of Westmont  
Section Number \_\_\_\_\_  
Route S Richmond Avenue

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month and Year  
between the \_\_\_\_\_ of \_\_\_\_\_  
acting by and through its \_\_\_\_\_ known as the party of the first part, and  
\_\_\_\_\_ his/their executors, administrators, successors or assigns,  
known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section \_\_\_\_\_, in \_\_\_\_\_, approved by the Illinois Department of Transportation on \_\_\_\_\_, \_\_\_\_\_, are essential documents of this contract and are a part hereof.  
Date

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: \_\_\_\_\_ The \_\_\_\_\_ of \_\_\_\_\_  
Clerk By \_\_\_\_\_  
Party of the First Part

(Seal) \_\_\_\_\_  
*(If a Corporation)*  
Corporate Name \_\_\_\_\_

By \_\_\_\_\_  
President Party of the Second Part  
*(If a Co-Partnership)*

Attest: \_\_\_\_\_  
Secretary

Partners doing Business under the firm name of \_\_\_\_\_  
Party of the Second Part  
*(If an individual)*  
Party of the Second Part

RETURN WITH BID



Affidavit of Illinois Business Office

County DuPage
Local Public Agency Village of Westmont
Section Number
Route S Richmond Avenue

State of Illinois )
County of DeKalb ) ss.

I, Jonathan Koepke of DeKalb, Illinois, (Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

- 1. That I am the President of EVCAP, Inc. officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, EVCAP, Inc. (bidder), will maintain a business office in the State of Illinois which will be located in DeKalb County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

(Signature)
Jonathan Koepke
(Print Name of Affiant)

This instrument was acknowledged before me on day of MAY 26, 2020.

(SEAL)



Melina Wheeler
(Signature of Notary Public)



## Affidavit of Availability

For the Letting of



Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	15-0609B	17-0502A	18-1005C	19-0918B		
Contract With	USACE	USACE	Village of Melrose Park	Village of Algonquin		
Estimated Completion Date	Nov 2020	Nov 2022	Nov 2022	Dec 2022		
Total Contract Price	2.9M	777,000	520,000	415,000		
Uncompleted Dollar Value if Firm is the Prime Contractor	111,000	186,000	73,000	384,000		754,000
Uncompleted Dollar Value if Firm is the Subcontractor	—	—	—	—		—
Total Value of All Work						754,000

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork	7,000			95,000		102,000
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage				1,400		1,400
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping	105,000	186,000	73,000	230,000		594,000
Fencing				7,300		7,300
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals	112,000	186,000	73,000	333,700		704,700

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor				Schultz Enterprises	
Type of Work				Earthwork	
Subcontract Price				50,000	
Amount Uncompleted				50,000	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>				50,000	

**Notary**

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

Jonathan Keepe

Title

President

Signature

*[Handwritten Signature]*

Date

Company

ENCAP, Inc.

Address

2585 Wagner Court

City

DeKalb

State

IL

Zip Code

6015

Subscribed and sworn to before me

this 26<sup>th</sup> day of MAY, 2020

*[Handwritten Signature]*

(Signature of Notary Public)

My commission expires 7.9.2023



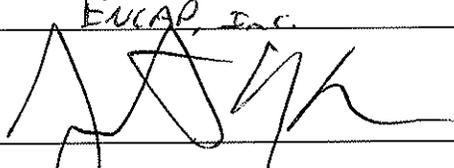
(Notary Seal)

Add pages for additional contracts

# CERTIFICATE OF NONDISCRIMINATION

This is to certify that this firm does not and will not discriminate in any of its employment practices against persons because of their race, color, religion, sex or place of national origin, or ancestry.

The undersigned will take all necessary affirmative action as may be required by all applicable Federal, State and Local laws, ordinances, rules, regulations and orders to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, color, religion, sex or national origin or ancestry.

Firm: EUCAP, Inc.  
By:   
Title: President

Date: May 26, 2020

STATE OF ILLINOIS )  
 )  
COUNTY OF KANE & DUPAGE )

## AFFIDAVIT OF NONCOLLUSION

The undersigned, who has herewith submitted a bid to provide,

construction services for detention basin improvements

(describe nature of service or product)

in accordance with plans and specifications furnished by the Village of Westmont for

"61<sup>st</sup> St & S Richmond Ave Stormwater Improvements"

(describe project)

does hereby affirm that said undersigned person and/or firm into any agreement, understanding, or arrangement with any other bidder or prospective bidder or with any other person, firm, or corporation relating to the price named in said proposal, nor has said undersigned person and/or firm entered into any agreement, understanding, or arrangement under which any person, firm, or corporation is to refrain from bidding, nor any agreement, understanding, or arrangement for any act or omission in restraint of free competition among bidders.

The undersigned further affirms that said undersigned person and/or firm is not disqualified by law from contracting with the Village of Westmont; and that said undersigned person and/or firm has not disclosed to any person, firm, or corporation the terms of this proposal or the price named herein.

ENCAP, Inc.

Company

2585 Wagner Court, DeKalb, IL

Address

May 26, 2020

Date

[Signature]  
Duly authorized agent or officer

Subscribed and sworn to me

this 26<sup>th</sup> day of MAY, A.D. 2020

Melissa Wheeler

Notary Public



**CONTRACTOR EXPERIENCE:**

The CONTRACTOR must have past experience in stormwater improvement construction or similar work for municipalities located in Illinois.

The CONTRACTOR shall submit a list of three (3) similar projects that the CONTRACTOR or his/her specialty subcontractor has completed, along with points of contact for these projects. The submittal shall include the location, contract name, number, total value and completion dates for the projects. The submittal shall also include names and telephone numbers of a supervisory level point of contact at each facility or installation who has knowledge of the CONTRACTOR'S or specialty subcontractor's work performance and project with value of subcontracting contract.

The VILLAGE reserves the right to require the CONTRACTOR to file proof of his ability to finance and execute the project. This proof shall include, but not be limited to, a financial statement, list of equipment owned by bidder, and backlog of jobs under contract. The VILLAGE reserves the right to issue a contract only to a bidder who furnishes satisfactory evidence that he has the ability, sufficient capital, and facilities to enable him to prosecute the work successfully and promptly, and to complete the work within the time specified in the contract documents.

**CONTRACTOR EXPERIENCE AFFIDAVIT**

Bidder shall submit with the bid:

1. A list of three (minimum) similar projects that the CONTRACTOR or his/her specialty subcontractor has completed within the last five years in Illinois.

PROJECT	<u>Creeks Crossing Park and Drainage Improvements</u>
LOCATION	<u>Algonquin, IL</u>
YEAR COMPLETED	<u>Substantial Completion in 2019</u>
CONTACT NAME	<u>Michelle Zimmerman</u>
CONTACT PHONE	<u>847-658-2754</u>
CONTRACT VALUE	<u>\$685,903.60</u>
PROJECT DETAILS	<u>Streambank Restoration with detention basin restorations and</u> <u>regrading</u>

PROJECT Elliot Lakes Shoreline Stabilization Project  
LOCATION Wheaton, IL  
YEAR COMPLETED 2017  
CONTACT NAME Rob Sperl  
CONTACT PHONE 630-510-4970  
CONTRACT VALUE 539,546.00  
PROJECT DETAILS Stabilization and Naturalization of a Detention Area

PROJECT Morton Arboretum Ecosystem Restoration  
LOCATION Morton Arboretum, Lisle, IL  
YEAR COMPLETED Began in 2015 and is currently under ecological management  
CONTACT NAME Kurt Dreisilker  
CONTACT PHONE 630-725-2093  
CONTRACT VALUE \$2,909,270  
PROJECT DETAILS Streambank Restoration with pond buffer restorations and regrading

**BID WILL BE CONSIDERED "NON-RESPONSIVE" IF THESE REQUIREMENTS ARE NOT FULFILLED.**

**CERTIFICATE OF COMPLIANCE  
WITH STATE OF ILLINOIS  
PREVAILING WAGE RATES**

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed.

The Department publishes the prevailing wage rates on its website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates/2020/January-Rates.aspx>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

The undersigned will take all necessary action and be responsible for full compliance with the State of Illinois laws and Illinois Department of Transportation Special Provision with regard to this issue. The Special Provision is included in these documents for your information. If the Company believes the Act does not apply to them, then in lieu of certified payroll, the Company will provide a certified statement, in letter form, setting forth the basis upon which they have concluded the Act does not apply.

ENCAP, Inc.

Company

2585 Wagner Court, DeKalb, IL

Address

May 26, 2020

Date

  
Duly Authorized Agent of Officer

61<sup>st</sup> St. & S Richmond Ave. Stormwater Improvements Project  
Village of Westmont  
**ADDENDUM NO. 1**  
May 19, 2020

This addendum applies to the Village of Westmont Contract Documents and Project Specifications entitled: "61<sup>st</sup> St. & S Richmond Ave. Stormwater Improvements Project" dated May 6, 2020.

This Addendum forms part of the Contract Documents and modifies the original bidding documents as noted below. Acknowledge receipt of this Addendum on the Bid Form. Bids shall include all items included in this Addendum. This Addendum shall be stapled to the original Contract Documents which shall be included as part of the "SEALED BID DOCUMENTS."

Contract Documents

The following revisions/clarifications shall be made part of the Contract Documents, and shall be considered in preparing the proposal:

1. The following statement is added to SPECIAL PROVISIONS subsection entitled "COMPLETION DATE" as a clarification: "Liquidated Damages shall be set in accordance with Article 108.09 of the IDOT Standard Specifications for Road and Bridge Construction."
2. The following revision is made to Item 6, PROPOSAL, Page 4 of 7, IDOT Form BLR 12200: The amount of the proposal guaranty is 5% in accordance with IDOT Form BLR 12230 LOCAL AGENCY PROPOSAL BID BOND. Please utilize the attached revised IDOT Form BLR 12200 (Page 4 Only).
3. A list of current plan holders has been requested. The following list is current as of 8:00 AM Central Time, Tuesday, May 19 2020.

Earthwerks Construction  
WE O'Neil  
Martam Construction  
ENCAP  
Berger Excavating  
Applied Ecological Services  
Copenhaver Construction  
Misfits Construction Company  
Cardno

Resource Environmental Solutions  
A Lamp Concrete Contractors  
V3 Companies  
Nettle Creek Nursery  
McGinty Bros.  
Campanella & Sons  
Wilkinson Excavating  
Construct Connect

**END OF ADDENDUM NO. 1**



Route S Richmond Avenue
County DuPage
Local Agency Village of Westmont
Section

RETURN WITH BID

PAPER BID BOND

WE ENCAP, Inc. as PRINCIPAL, and North American Specialty Insurance Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 26th day of May, 2020

ENCAP, Inc. (Company Name) By: JONATHAN KOEPKE, PRESIDENT (Signature and Title)

Principal (Company Name) By: (Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

North American Specialty Insurance Company (Name of Surety)

Surety By: MAURA P KELLY (Signature of Attorney-in-Fact)

STATE OF ILLINOIS, COUNTY OF DEVALB

I, MELISSA WHEELER, a Notary Public in and for said county, do hereby certify that JONATHAN KOEPKE AND MAURA P KELLY (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of MAY 2020

My commission expires 7-29-2023

Melissa Wheeler (Notary Public)

OFFICIAL SEAL MELISSA WHEELER Notary Public, State of Illinois My Commission Expires 07-29-2023

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed) The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

DAVID A. DOMINIANI, JOAN LEU, MAURA P. KELLY, SHARON K. MURRAY, JACQUELINE L. DREY and DUSTIN COOPER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of April, 2018.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 17th day of April, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 26th day of May, 2020.

## Proposal for 61<sup>st</sup> St & S Richmond Ave Stormwater Improvements

Village of Westmont

May 27, 2020

Mr. Mike Ramsey, P.O.  
Director of Public Works  
Village of Westmont  
328 S. Wilmette Avenue  
Westmont, IL 60559

Dear Mr. Ramsey,

WBK Engineering, LLC (WBK) is pleased to provide this proposal to the Village of Westmont for construction engineering services for the 61<sup>st</sup> Street and S. Richmond Avenue Stormwater Improvements. WBK looks forward to the opportunity to assist the Village of Westmont with the on-site construction engineering services for the detention basin modification project. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

### Understanding of the Assignment

WBK Engineering understands that the Village of Westmont (Village) intends to convert the existing dry bottom detention basin located northwest of the intersection of 61<sup>st</sup> Street and S Richmond Avenue into a wetland bottom detention basin. The existing detention facility is difficult to maintain and remains too wet to be a dry basin in some areas. The proposed improvements will develop additional stormwater storage, improve water quality and naturalize the basin to reduce the overall maintenance costs. The proposed improvements include the re-grading of the existing detention basin, installation of erosion control measures, minor storm sewer improvements and landscape restoration including native seeding and emergent plantings. For the sake of this proposal, we are assuming the contractor will have only one crew in operation at a given time. Therefore, the entire job can be covered by one resident engineer. As such, the Village is requesting this proposal to work as an extension of their staff and provide construction engineering services for the planned improvements.

### Scope of Services

The Scope of Services for Construction Engineering involves a comprehensive effort to provide field inspection to assure the project completion is in accordance with the contract documents and plans. For purposes of this proposal, we have outlined below what we anticipate to be the Scope of Services/Responsibilities by our resident engineer. Included in this scope will be field inspection and documentation of work and quantities, contractor coordination, preparation and submittal of pay estimates and change orders, and final processing to assist the Village. We anticipate the following tasks will be required to ensure successful completion of the proposed improvements.

## Task 1 | Pre-Construction Activities

**Review of Existing Data.** The resident engineer will review project data including the final engineering plans and specifications to familiarize themselves with the project prior to the start of construction.

**Project Set-up.** The resident engineer will conduct a pre-construction project set-up. This shall include file and document organization, preparation of hard and electronic files such as pay requests, daily reports, change orders, material inspection forms, shop drawings, quantity documentation forms, erosion control report forms and other files and forms as necessary.

**Contractor Walk Through.** The resident engineer will schedule a site visit and walk through with the Contractor to assess any changes to site, such as demolition completed by the Village and utility installations since final design was completed.

**Pre-Construction Meeting.** Prior to the start of construction the resident engineer will coordinate a pre-construction meeting. Personnel involved with the project, including necessary utility representatives, Contractor's personnel, construction supervision personnel, local agency representatives, and Village staff shall be requested to attend. WBK will run the meeting, including preparation of the meeting agenda and meeting minutes to be submitted to all attendees no later than seven (7) days after the date of the pre-construction meeting.

## Task 2 | Construction Layout Coordination and Verification

**Datum Control.** All construction layout and staking shall be provided by the Contractor and paid for by the item "Construction Layout and As-Built Survey." The resident engineer and/or his staff shall recover and verify all horizontal control points, benchmarks, and verify contractor staking of the temporary construction easement and right-of-way prior to construction.

**Construction Layout Verification.** The resident engineer and/or his staff shall randomly check horizontal locations and elevations of staking operation. In the event that an error is found, the resident shall notify the Contractor and Village immediately and ensure that it is corrected as soon as possible.

## Task 3 | Resident Engineering Services

The resident engineer will provide full-time, continuous construction observation of the contractor's operations for the entire duration of the project for compliance with the plans, specifications, and contract documents. The resident engineer services will also include, but not be limited to: completing documentation required by the Village, making the day-to-day decisions in cooperation with Village staff, and maintaining daily contact with the Contractor's personnel to proficiently provide the engineering services necessary for the Contractor's continued progress.

The resident engineer will be responsible for observing the project to ensure that the Contractor is following contractual items of the work and will be maintaining communication with Village staff throughout the duration of project. More specifically, we envision our resident engineer will perform the following work items:

- Direct client contact on project related issues
- Inspect and document the adequacy of the establishment and maintenance of the traffic control
- Observe daily construction completed by the Contractor for compliance to the plans, permits and specifications and complete all required documentation
- Coordinate with Contractor on work and schedule and maintain project status to the Village
- Maintain daily record of Contractor's activities
- Monitor contractor performance for compliance with permit conditions
- Complete weekly soil erosion and sediment control inspections for up to 6 weeks after project is completed
- Shop Drawing review and processing

- Perform field measurements and quantity verification
- Prepare and submit partial and final payment estimates, change orders, records, certifications, documentation, and reports
- Conduct project meetings, as required
- Evaluate and provide engineering solutions to solve construction conflicts
- Prepare and coordinate punch list and oversee completion of punch list
- Prepare final documentation and project closeout with the Village
- Furnish the services herein within 24 hours of notification by the Village

#### **Task 4 | Project Administration and Management**

An individual with engineering design and construction experience will be assigned the dual role of Project Manager / Project Engineer. This individual will be responsible for the following contractual items of work:

- Ongoing consultation with project staff
- Quality assurances of construction work in progress and the enforcement of the contract provisions
- Quality assurance of project reports, pay estimates, change orders, records, documentation, and reports
- Attend conferences and job site meetings as needed
- Provide guidance and resolution to construction issues

### **Project Assumptions**

In preparing this proposal, we have attempted to provide you with a complete package of the engineering services anticipated at this point in time. In doing so, we have made some assumptions which will need to be verified during the engineering process. Any findings which are not consistent with our assumptions may increase the engineering budget for this project. We will thoroughly discuss any such findings with you and negotiate any budget revisions prior to proceeding. Our assumptions are as follows:

- It is our understanding that spoil material regulated as Clean Construction or Demolition Debris (CCDD) will be managed by others and is not included as part of this scope.
- Construction Layout and as-built surveys are not included in this scope. Should the Village request these services, WBK will provide a separate scope and estimate of cost for review and consideration by the Village.

### **Estimate of Fees**

Construction is anticipated to occur in the fall of 2020 with a contract completion date set for November 20, 2020. For man-power scheduling and estimating purposes, we are assuming that the Contractor will generally work a five-day work week (Mon.-Fri.) with 50% Saturdays within the time frame of construction (8 hour work days excluding Sunday or holidays). It is assumed that all construction will be complete including punch list items within 4 weeks after the start date and final documentation and closeout with the Village within 12 weeks after the start of construction. It is assumed the entire project duration will be staffed with one (1) full time field personnel consisting of the resident engineer.

We propose to complete the Scope of Services described above for a not to exceed amount of \$29,846.50 including all labor and reimbursable expenses. A detailed breakdown of estimated man-hours and costs by task is provided in the attached table as Exhibit A.

Please note that preparing this proposal requires the exercise of professional knowledge and judgment, and as such, this proposal remains the proprietary instrument of service of the firm WBK Engineering, LLC. No portion of this proposal may be shared with another firm providing similar services without our permission.

We propose to bill you monthly based on the attached Schedule of Charges. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. We reserve the right to increase our fees by five percent (5%) on December 31st of each calendar year.

If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to the Village of Westmont. If you have any questions, please do not hesitate to call.

Sincerely,



Justin Benham, P.E.  
Project Manager  
WBK Engineering, LLC



Vince Di Prima, P.E., CPESC  
Municipal Practice Manager  
WBK Engineering, LLC

Encl: Exhibit A: Standard Hourly Table of Work Hour Estimate for Construction Services  
Standard Hourly Rates  
In-House Direct Cost Table  
General Terms and Conditions (February 4, 2016)

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR THE VILLAGE OF WESTMONT:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Phase III - Construction Engineering  
61st St & S Richmond Ave Stormwater Improvements  
Westmont**

Route 0  
Local Agency Village of Westmont  
Section 0  
Project 0  
Job No. 0  
Existing Structure No. 0

Method of Compensation:  
Standard Hourly Rate

\*Firm's **approved rates** on file with IDOT's Bureau of Accounting and Auditing:

Complexity Factor ( R ) 0.0  
Calendar Days 84

Date: 5/27/2020

**Cost Estimate of Consultant's Services in Dollars**

Element of Work		Employee Classification	Man-Hours	Hourly Rate	(MH) x Hourly Rate	Services by Others	In-House Direct Costs (IHDC)	Total
1	Pre-Construction Activities					\$ -	\$ 46.00	\$46.00
		Engineer IV	2.0	\$145.00	\$290.00			\$290.00
		Engineer II	14.0	\$105.00	\$1,470.00			\$1,470.00
2	Construction Layout Coordination & Verification					\$ -	\$46.00	\$46.00
		Technician III	8.0	\$117.00	\$936.00			\$936.00
3	Resident Engineering Services					\$ -	\$862.50	\$862.50
		Engineer II	222.0	\$105.00	\$23,310.00			\$23,310.00
		ERS III	16.0	\$105.00	\$1,680.00			\$1,680.00
4	Project Administration and Management					\$ -	\$ 46.00	\$46.00
		Engineer IV	8.0	\$145.00	\$1,160.00			\$1,160.00
<b>Totals</b>			270.0		\$ 28,846.00	\$ -	\$ 1,000.50	\$ 29,846.50

Route  
 Local Agency Village of Westmont  
 Section  
 Project  
 Job No.  
 Existing Structure No.

**WORK HOUR ESTIMATE FOR CONSULTING SERVICES**  
**Phase III - Construction Engineering**  
**61st St & S Richmond Ave Stormwater Improvements**

Description		Engineer VI	Engineer IV	Engineer II	ERS III	Technician III	In House Direct Costs
<b>1</b>	<b>Pre-Construction Activities</b>						
	1.1 Review of Existing Data (Plans, Specs & Contract Documents)			4			
	1.2 Pre-construction set-up, File setup, Job Box, Field Book, Electronic Files			2			
	1.3 Contractor Walk Through			4			
	1.4 Pre-Construction Meeting (including agenda & meeting minutes)		2	4			
	<b>SUB-TOTAL</b>		<b>2.0</b>	<b>14.0</b>			<b>\$ 46.00</b>
	<b>PERCENT</b>		13%	88%			
<b>2</b>	<b>Construction Layout Coordination &amp; Verification</b>						
	2.1 Datum Control					4	
	2.2 Construction Layout Verification					4	
	<b>SUB-TOTAL</b>					<b>8.0</b>	<b>\$ 46.00</b>
	<b>PERCENT</b>					100%	
<b>3</b>	<b>Resident Engineering Services</b>						
	3.1 Construction Observation & Documentation			200	16		
	3.2 Pay Estimates & Change Orders			8			
	3.3 Final Quantity Determination, Punch List and Project Closeout			14			
	<b>SUB-TOTAL</b>			<b>222.0</b>	<b>16.0</b>		<b>\$ 862.50</b>
	<b>PERCENT</b>			93%	7%		
<b>4</b>	<b>Project Administration and Management</b>						
	4.1 Project Administrative Set-up		1				
	4.2 Quality Assurance of Project Tasks		2				
	4.3 Project Site Visits		2				
	4.4 Contract Administration		2				
	4.5 Coordination, Correspondence and Administration		1				
	<b>SUB-TOTAL</b>		<b>8.0</b>				<b>\$ 46.00</b>
	<b>PERCENT</b>		100%				
	<b>TOTALS</b>		<b>10.0</b>	<b>236.0</b>	<b>16.0</b>	<b>8.0</b>	<b>\$ 1,000.50</b>
	<b>PERCENT</b>		4%	87%	6%	3%	

**WBK ENGINEERING, LLC**  
**2020 Standard Charges for Professional Services**

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$ 215
Engineer VI	\$ 194
Engineer V	\$ 172
Engineer IV	\$ 145
Engineer III	\$ 119
Engineer II	\$ 105
Engineer I	\$ 88
Urban Planner VI	\$ 200
Urban Planner V	\$ 161
Urban Planner IV	\$ 140
Urban Planner III	\$ 106
Urban Planner II	\$ 86
Environmental Resource Specialist V	\$ 152
Environmental Resource Specialist IV	\$ 124
Environmental Resource Specialist III	\$ 105
Environmental Resource Specialist II	\$ 88
Technician IV	\$ 140
Technician III	\$ 117
Technician II	\$ 93
Technician I	\$ 78
Intern	\$ 49
Administrative	\$ 64
Direct Costs: Copies & Prints, Messenger & Delivery Services, Mileage, etc.	Cost +10%

*Charges include overhead and profit.*

*WBK Engineering, LLC reserves the right to increase these rates by 5% annually.*

Phase III - Construction Engineering

In-House Direct Costs (IHDC)

Route 0  
 Local Agency Village of Westmont  
 Section 0  
 Project 0  
 Job No. 0  
 Existing Struc 0

Consultant **WBK Engineering, LLC**

ITEM	UNITS	UNIT COST	TASK 1		TASK 2		TASK 3		TASK 4	
			QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
<b>DIRECT COSTS</b>										
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00
Vehicle Usage	DAY	\$65.00		\$0.00		\$0.00		\$0.00		\$0.00
Vehicle Mileage	MILE	\$0.575	80	\$46.00	80	\$46.00	1,500	\$862.50	80	\$46.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	EACH	\$350.00		\$0.00		\$0.00		\$0.00		\$0.00
Survey Equipment (Per Week)	WEEK	\$700.00		\$0.00		\$0.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$500.00		\$0.00		\$0.00		\$0.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00
<b>Sub-Totals</b>				<b>\$46.00</b>		<b>\$46.00</b>		<b>\$862.50</b>		<b>\$46.00</b>

**WBK ENGINEERING, LLC  
GENERAL TERMS AND CONDITIONS**

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

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

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

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

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period
5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files.

Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer.

The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

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

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

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

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

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

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

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.
- Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.
10. **Affirmative Action:** The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:
- It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.
- All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.
- All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.
11. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.
- Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.
- In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.
- Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.
12. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
13. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.
- Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.
- The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
14. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
15. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
16. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
17. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
18. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
19. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
20. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
21. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.

22. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
23. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
24. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
25. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

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

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder.

Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

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

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

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer.

Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

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

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

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

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

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

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

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

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

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

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

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

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

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