

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**MAY 2, 2023**  
**7:00 P.M.**

1. CALL TO ORDER
2. ROLL CALL
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. SWEARING IN OF ELECTED OFFICERS
6. SWEARING IN OF VILLAGE ATTORNEY
7. \*CONSENT AGENDA\*

*All items listed with an asterisk\* are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*

- \*8 MINUTES: Executive Session Minutes March 21, 2023; Board Minutes April 18, 2023
- \*9. BILL LIST: May 2, 2023
10. TREASURER'S REPORT: None

11. PRESIDENT'S REPORT:
- A. Police Officer Eric Roger Retirement Proclamation
  - B. Police Officer Chris Solesky Retirement Proclamation
  - C. National Police Week Proclamation
  - D. May 2023 Bike Month Proclamation
  - E. Building Safety Month Proclamation

12. QUESTION/ANSWER: PRESIDENT & TRUSTEES
13. TOWN HALL: (Note: Three (3) minute time limit per person)
14. STANDING COMMITTEE REPORTS:

- A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS
1. None

- B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY
1. None

- C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
- \*1. Microsoft 365 Licensing Purchase

- D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN
1. Annual Appointments of Village Officers by the Village President with the Advice and Consent of the Board
    - a. Village Administrator, Paula Schumacher
    - b. Village Treasurer, Todd Dowden
    - c. Village Budget Officer and Director of Finance, Todd Dowden
    - d. Director of Public Works, Daniel Dinges
    - e. Building and Code Enforcement Division Manager/Building Official, John Komorowski
    - f. Electrical Inspector, William Dettmer
    - g. Plumbing Inspector, Dewayne Burris
    - h. Chief of Police, Geoffrey Pretkelis
    - i. Village Engineer, Robert Allen
    - j. Director of Planning and Development Services/Zoning Administrator, Kristy Stone
    - k. Open Meetings Act Officer, Paula Schumacher
    - l. Freedom of Information Act Officers, Samuel Hughes, Scott Skrycki (in his absence)

2. Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Ancel Glink, a Professional Corporation

3. Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.

**E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI**

\*1. Resolution Waiving Advertising for Bids and Approving of the Contract for Services Between the Village of Bartlett and Northeast DuPage Family and Youth Services for Full Time Social Worker Services

**F. PUBLIC WORKS COMMITTEE, CHAIRMAN LAPORTE**

\*1. Resolution Authorizing the use of Motor Fuel Tax Funds in the Amount of \$2,075,000.00 to Pay for the Cost of Construction for all FY2023/2024 MFT General Maintenance Program Projects

\*2. Resolution Approving of a Professional Services Agreement Between the Village of Bartlett and Bollinger Lach and Associates, Inc. for the 2023 Road Resurfacing Project Phase II and III Engineering

15. **NEW BUSINESS**

16. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**

17. **ADJOURNMENT**



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1. CALL TO ORDER

President Wallace called the regular meeting of April 18, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m.

2. ROLL CALL

PRESENT: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Human Resources Director Janelle Terrance, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Planning and Development Director Kristy Stone, Grounds Superintendent Matt Giermak, Police Chief Geoff Pretkelis, Deputy Chief Will Naydenoff, Deputy Chief Jim Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Alex Culpepper from Renovation Church did the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

President Wallace stated that all items marked with an asterisk on the agenda are considered to be routine and will be enacted by one motion. He further stated that there will be no separate discussion of these items unless a board member so requests, in which event, that item will be removed from the Consent Agenda and considered at the appropriate point on the agenda. He asked if there were any items a board member wished to remove from the Consent Agenda, or any items a board member wished to add to the Consent Agenda.

Trustee Hopkins stated that he would like to add item 14.A.1.; Ordinance 2023-30, an Ordinance Approving an Amendment to the Planned Unit Development Special Use Permit in Accordance with a Fourth Site/PUD Plan Amendment for the Streets of Bartlett, and Approving a Final Site/PUD Plan and Granting Major Design Exceptions for Aldi to the Consent Agenda.



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Trustee Suwanski stated that she would like to remove item 14.C.1.; Resolution 2023-32-R, a Resolution Adopting the Village of Bartlett Budget For Fiscal Year 2023/2024 from the Consent Agenda.

President Wallace then recited each item that was on the Consent Agenda, including the nature of the matters being considered and other information to inform the public of matters being voted upon. He then stated that he would entertain a motion to Approve the Amended Consent Agenda, and the items designated to be approved by consent therein.

Trustee Deyne moved to Amend the Consent Agenda and that motion was seconded by Trustee Hopkins.

**ROLL CALL VOTE TO AMEND THE CONSENT AGENDA AND CONSENT ITEMS THEREIN**

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski  
NAYS: None  
ABSENT: None  
MOTION CARRIED

Trustee Deyne moved to Approve the Amended Consent Agenda and that motion was seconded by Trustee Gandsey.

**ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA AND CONSENT ITEMS THEREIN**

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski  
NAYS: None  
ABSENT: None  
MOTION CARRIED

**6. ADJOURN TO EXECUTIVE SESSION**

President Wallace stated that the Board will be going into Executive Session to Discuss Appointment of Legal Counsel Pursuant to Section 2(c)1 of the Open Meetings Act.

The Board will reconvene the regular meeting immediately following the Executive Session.



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Trustee Deyne moved to adjourn the regular Board meeting to Executive Session to Discuss Appointment of Legal Counsel Pursuant to Section 2(c)1 of the Open Meetings Act, and that motion was seconded by Trustee Gunsteen.

**ROLL CALL VOTE TO ADJOURN TO EXECUTIVE SESSION**

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Reinke  
NAYS: None  
ABSENT: None  
MOTION CARRIED

The meeting was adjourned at 7:05 p.m. to Executive Session.

**7. RECONVENE BOARD MEETING**

Trustee Deyne motioned to reconvene the regular Board meeting and that motion was seconded by Trustee Gandsey at 7:20 p.m. and asked the Village Clerk to call the roll.

ROLL CALL

PRESENT: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski and President Wallace  
ABSENT: None

8. MINUTES – Covered and approved under the Consent Agenda.

9. BILL LIST – Covered and approved under the Consent Agenda.

**10. TREASURER'S REPORT**

Mr. Dowden stated that the Treasurer's Report for the month of February is included in the packet, as well as the sales tax report. We received \$335,097 that represents the February activity which was up \$22,170 from the prior year. As far as MFT tax, we received \$131,699 that was up \$34,931 from the previous year which was unusually low. The last couple of months MFT has been down slightly compared to the rest of the year.

**11. PRESIDENT'S REPORT**

A. President Wallace read a Proclamation for Police Officer Chris Pearson's retirement.

B. President Wallace read a Proclamation for Arbor Day.



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C. Village Attorney Appointment

President Wallace stated that they are going to appoint a new village attorney after many, many years. This has been a long process with hours and hours of discussions and deliberations. Mr. Mraz is going to retire after 40+ years of service. The village took on the challenge of the first ever appointment and he looked for a Motion to Consent to the Appointment as he Appoints the law firm of Ancel Glink as the Village Attorney effective May 2, 2023.

Trustee Deyne moved to Consent to the Appointment of Ancel Glink as the Village Attorney and that motion was seconded by Trustee LaPorte.

**ROLL CALL VOTE TO CONSENT TO THE APPOINTMENT OF ANCEL GLINK**

**AYES:** Trustees Deyne, Gandsey, Gunsteen, LaPorte

**NAYS:** Trustees Hopkins, Suwanski

**ABSENT:** None

**MOTION CARRIED**

**12. QUESTION/ANSWER: PRESIDENT & TRUSTEES**

Trustee Deyne stated that they recently had an election and he thanked all the residents that supported him for reelection for another four years. He also thanked them for the support of Trustees Hopkins and Suwanski. He believed that this is one of the most cohesive, cooperative boards that we have.

He recognized commissioners and staff anniversaries and birthdays.

Trustee Suwanski stated that she wanted to thank Mr. Mraz for his services and it was a pleasure getting to know him. She also thanked the Police Department for allowing her to go on a ride-along. She thanked the residents for an uneventful night, also.

President Wallace stated that he would like Mr. Mraz at the May 2<sup>nd</sup> meeting to swear in the Trustees and new Village Attorney.

**13. TOWN HALL**

**Mike Werden, 431 S. Main Street**

Mr. Werden congratulated Mr. Mraz and wanted to say how pleasingly surprised he was with Aldi. He did not think a lot about Aldi because 35 years ago it was a much different store. He went to the West Chicago, Bloomingdale and Elgin stores and thought it was



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much different than years ago. He was very pleased at how willing Aldi was to make changes, especially to the east wall which faces CVS. He thanked staff for all the work they have done in bringing quality to Bartlett once again.

Trustee Gunsteen thanked the Planning and Zoning Commission for making the recommendations for change.

**14. STANDING COMMITTEE REPORTS**

**A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS**

Trustee Hopkins stated that Ordinance 2023-30, an Ordinance Approving an Amendment to the Planned Unit Development Special Use Permit in Accordance with a Fourth Site/PUD Plan Amendment for the Streets of Bartlett, and Approving a Final Site/PUD Plan and Granting Major Design Exceptions for Aldi; and Resolution 2023-31-R, a Resolution Approving Grasslands Phase Two Public Improvements Completion Agreement were covered and approved under the Consent Agenda.

**B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY**

Trustee Gandsey stated that there was nothing to report.

**C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE**

Trustee Deyne presented Resolution 2023-32-R, a Resolution Adopting the Village of Bartlett Budget For Fiscal Year 2023/2024.

Trustee Suwanski asked for clarification regarding revenues on property taxes being at 13%.

Mr. Dowden stated that it sounds right but he does not have the information in front of him.

Trustee Suwanski asked if 13% was sufficient for a village of our size. She asked if he is looking for more or less property taxes for our budget.

Mr. Dowden stated that every town is a little different (how many businesses they have or residential). They are mainly looking for good diversification of revenue and he thought it played out well during the pandemic, where we were not reliant on one source of revenue. For Bartlett, they have been doing alright with the current amount of property taxes.



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Trustee Suwanski asked if they got the water rate increases reduced to 3% for the budget?

Mr. Dowden stated that they approved a 3% increase versus the 4%.

Trustee Suwanski asked to re-discuss the new hire request for the I.T. department. Her understanding is that new hires do not have to be brought before the board.

Village Administrator Paula Schumacher stated that is correct but a contract employee does need to go to the board because the board approves contracts. A standard hire does not go to the board unless it is an appointment by the board. They need to include the funds for that employee no matter if they are a standard hire or a contractor.

Trustee Suwanski stated that if they did not determine what kind of employee, can she get confirmation that the choice will be brought before the board, before a decision is made.

Ms. Schumacher stated that there are a whole bunch of things that they will be looking at whether or not a contract employee fits the bill. How versed they are with police equipment, etc. Janelle does the job postings and tests the market for them. They can certainly bring that analysis to the board and make sure they are comfortable with it.

Trustee Gandsey stated that she had a couple questions regarding the phone system and switching to Microsoft 365 and eventually adding Teams Phone. She wanted to clarify what the life of the current phone system is and what timeline for implementing Teams Phones with Microsoft 365.

Mr. Dowden stated that they have about 3-4 years left for the lifespan of the current phone system. They would look at different options then.

Trustee Gandsey stated that the Tech Plan mentioned not having the actual phones on the desks so they would not have other maintenance fees and more efficiencies with technology. Is this something they could speed up to next year?

Mr. Dowden stated that part of the issue with switching over to 365 for phones requires desktop equipment. It would not make sense to scrap what has already been paid for and get new equipment. As far as the maintenance costs, they would continue to have them or switch over to 365 subscription cost.

Trustee Gandsey asked to be kept up to date if there are any topics so we keep up on what is going on with municipalities.



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Ms. Schumacher stated that Chris Hostetler is in Bloomington, Normal at the GIS conference. He is in a session specifically about phone systems versus Microsoft versus all the other ways to do it. He will be bringing back some good information and maybe that will change the timeframe, too.

Trustee Deyne moved to approve Resolution 2023-32-R, a Resolution Adopting the Village of Bartlett Budget For Fiscal Year 2023/2024 in the amount of \$109,056,873 and that motion was seconded by Trustee Suwanski.

ROLL CALL VOTE TO ADOPT THE VILLAGE OF BARTLETT BUDGET FOR FISCAL YEAR 2023/2024 IN THE AMOUNT OF \$109,056,873.

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

Trustee Deyne stated that Ordinance 2023-33 an Ordinance Reserving 2023 Volume Cap for Private Activity Bond Issues and Related Matters was covered and approved under the Consent Agenda.

**D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN**

Trustee Gunsteen stated that Resolution 2023-34-R, a Resolution Approving of the Janitorial Services Agreement Between the Village of Bartlett and Alpha Building Maintenance Services; and Ordinance 2023-35, an Ordinance Creating a Class C Liquor License were covered and approved under the Consent Agenda.

**E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI**

Trustee Suwanski stated that Resolution 203-36-R, a Resolution Approving of the First Amendment Agreement Between the Village of Bartlett and School District U-46 Providing for a School Resource Officer was covered and approved under the Consent Agenda.

**F. PUBLIC WORKS COMMITTEE, CHAIRMAN, CHAIRMAN LAPORTE**

Trustee LaPorte stated that Ordinance 2023-37, an Ordinance Authorizing the Sale by Internet Auction of Surplus Property Owned by the Village of Bartlett was covered and approved under the Consent Agenda.



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15. NEW BUSINESS

President Wallace stated Shri Corporation DBA Valley Liquor and Wine has applied for a Class C liquor license.

He stated that if there were no objections from the Board he would issue the Class C liquor license.

16. QUESTION/ANSWER PRESIDENT & TRUSTEES

Trustee Suwanski asked about the status of the BEDA program.

Ms. Schumacher stated that she notified her last week and did a memo that suspended the BEDA program so they can review the application process and go through their work flow on that. There were no pending applications at this time.

Trustee Suwanski asked about the status of some of the massage parlor hearings.

Ms. Schumacher stated that there was a hearing today on the Aura Massage. They negotiated a settlement to the hearing and the village attorney will distribute that.

Village Attorney Bryan Mraz stated that there will be a written settlement/pre-agreement. There was a plea and an agreement documenting it and it was stated on record.

President Wallace stated that they should not discuss until everything is settled.

Attorney Mraz stated that they received the maximum suspension and the fine is above the normal. There are things they have to do like supply the village with records, background checks beyond what State law requires. As part of this settlement, the owner is agreeing to do it in lieu of revocation.

17. ADJOURN

President Wallace stated that the Board will adjourn and there will not be a Committee of the Whole meeting per lack of agenda items.

There being no further business to discuss, Trustee Deyne moved to adjourn the regular Board meeting and that motion was seconded by Trustee LaPorte.



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ROLL CALL VOTE TO ADJOURN

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski  
NAYS: None  
ABSENT: None  
MOTION CARRIED

The meeting was adjourned at 7:45 p.m.

Lorna Giless  
Village Clerk

VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 5/2/2023

**100-GENERAL FUND REVENUES**

**410110-REAL ESTATE TRANSFER TAX**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STERLING SHORE	TRANSFER TAX REFUND	1,185.00
<b>INVOICES TOTAL:</b>		<b>1,185.00</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	355.73
<b>INVOICES TOTAL:</b>		<b>355.73</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A-1 TROPHIES & AWARDS INC	NAME PLATE/ENGRAVING	24.00
<b>INVOICES TOTAL:</b>		<b>24.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TICKETS	12.61
<b>INVOICES TOTAL:</b>		<b>12.61</b>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	5,197.50
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	1,665.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	693.09
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	600.00
<b>INVOICES TOTAL:</b>		<b>11,080.59</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 V3 COMPANIES LTD	ONEIDA STREET PARKING LOT	4,670.00
<b>INVOICES TOTAL:</b>		<b>4,670.00</b>

**1210-LIABILITY INSURANCE**

**544200-LIABILITY INS DEDUCTIBLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	FEBRUARY DEDUCTIBLE	26,069.74

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 26,069.74

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	24.37
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.00
	<u>INVOICES TOTAL:</u>	<u>52.37</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	TRANSFER TAX LABELS	404.14
	<u>INVOICES TOTAL:</u>	<u>404.14</u>

**1500-PLANNING & DEV SERVICES**

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERNATIONAL CODE COUNCIL INC	BOOK PURCHASE	331.50
	<u>INVOICES TOTAL:</u>	<u>331.50</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - MARCH 23	558.76
	<u>INVOICES TOTAL:</u>	<u>558.76</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	ENVELOPES/SUPPLIES	90.33
	<u>INVOICES TOTAL:</u>	<u>90.33</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KRISTY STONE	APA CONFERENCE EXPENSES	1,170.23
	<u>INVOICES TOTAL:</u>	<u>1,170.23</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY RECORDER	RECORDING FEES	61.00
	<u>INVOICES TOTAL:</u>	<u>61.00</u>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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\*\* Indicates pre-issue check.

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**INVOICES DUE ON/BEFORE 5/2/2023**

1 AT&T	SUBPOENA FEES	70.00
1 COMCAST	CABLE SERVICE	190.03
1 COUNTRYSIDE FUNERAL HOMES	TRANSPORTATION SERVICES	475.00
1 FULTON SIREN SERVICES	WARNING SIREN MAINTENANCE	5,520.88
1 FULTON SIREN SERVICES	ANNUAL SYSTEM MONITORING FEE	498.97
1 JOHNSON CONTROLS SECURITY SOLUTIONS	SEMI-ANNUAL BILLING	288.46
1 VERIZON WIRELESS	WIRELESS SERVICES	722.41
1 VERIZON WIRELESS	WIRELESS SERVICES	456.12
<b>INVOICES TOTAL:</b>		<b>8,221.87</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	1,315.92
<b>INVOICES TOTAL:</b>		<b>1,315.92</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	HELP WANTED ADS	195.00
<b>INVOICES TOTAL:</b>		<b>195.00</b>

**524240-IMPOUNDING ANIMALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HEARTLAND ANIMAL HOSPITAL PC	MEDS FOR DART GUN	59.51
<b>INVOICES TOTAL:</b>		<b>59.51</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	121.90
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	1,680.73
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	1,007.90
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.10
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	748.00
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	1,620.00
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	37.00
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.10
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	1,253.51
1 MYD BARTLETT SG LLC	CAR WASH SERVICES - MAR 2023	74.00
<b>INVOICES TOTAL:</b>		<b>6,709.24</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	BOTTLED WATER/D.A.R.E. FLOWERS	15.00
1 AMAZON CAPITAL SERVICES INC	FURNACE FILTERS/DRONE SUPPLIES	225.04
1 AMAZON CAPITAL SERVICES INC	BATTERIES	7.99
1 THE FINER LINE INC	LIFE SAVING AWARD	25.00
1 THE FINER LINE INC	20 YEAR SERVICE AWARD	129.50
1 THE FINER LINE INC	30-YEAR AWARD	63.50

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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 INVOICES DUE ON/BEFORE 5/2/2023

1 PORTER LEE CORPORATION	BARCODE LABELS	86.00
1 STREICHER'S INC	MEDALS	254.50
1 WAREHOUSE DIRECT	TONER	116.99
		<b>INVOICES TOTAL: 923.52</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STREICHER'S INC	HATS	35.98
		<b>INVOICES TOTAL: 35.98</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	ONLINE SOFTWARE SUBSCRIPTION	231.37
		<b>INVOICES TOTAL: 231.37</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - MARCH 23	10,513.17
		<b>INVOICES TOTAL: 10,513.17</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	SOUND MACHINE	39.54
1 AMAZON CAPITAL SERVICES INC	AIR FRESHENERS/SUPPLIES	34.89
1 WAREHOUSE DIRECT	PAPER/FRAMES	94.26
1 WAREHOUSE DIRECT	OFFICE SUPPLIES/BATH TISSUE	287.30
1 WAREHOUSE DIRECT	TRASH BAGS/PAPER TOWELS	144.76
		<b>INVOICES TOTAL: 600.75</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLLEGE OF DUPAGE	TUITION FEES	945.00
1 COLLEGE OF DUPAGE	TUITION FEES	149.00
1 NICHOLAS GRAY	TRAINING EXPENSES	384.00
1 IPELRA	ANNUAL CONFERENCE REGISTRATION	798.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	80.00
		<b>INVOICES TOTAL: 2,356.00</b>

**542810-SAFETY PROGRAM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE FIRE GUY INC	ANNUAL FIRE EXTINGUISHER INSPECTION	533.00
		<b>INVOICES TOTAL: 533.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	BOTTLED WATER/D.A.R.E. FLOWERS	31.92
1 EXECUTIVE ADVERTISING	OPEN HOUSE PROMOTIONAL ITEMS	1,237.59

\*\* Indicates pre-issue check.

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1 GIMMEES.COM

OPEN HOUSE PROMOTIONAL ITEMS

1,474.98

INVOICES TOTAL: 2,744.49

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALTA CONSTRUCTION EQUIPMENT	EQUIPMENT RENTAL	1,860.00
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
<u>INVOICES TOTAL:</u>		<u>1,896.01</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	5,239.05
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	173.36
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	672.95
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	3,143.32
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	23.84
<u>INVOICES TOTAL:</u>		<u>9,252.52</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POMP'S TIRE SERVICE INC	TIRE REPAIRS	43.40
<u>INVOICES TOTAL:</u>		<u>43.40</u>

**527100-SERVICES TO MAINTAIN STREETS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	54.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	54.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	54.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	54.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	54.00
1 NATIONAL SOFTWASH INC	WELCOME SIGN SURFACE CLEANING	1,450.00
1 NATIONAL SOFTWASH INC	CEMETERY SIGN CLEANING	750.00
<u>INVOICES TOTAL:</u>		<u>2,470.00</u>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/APR 2023	2,350.00
<u>INVOICES TOTAL:</u>		<u>2,350.00</u>

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	132.75
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	3,229.20
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	4,124.50
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	180.00

\*\* Indicates pre-issue check.

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1 JUDY LAFRONZA	REIMBURSEMENT/WATER DAMAGE	1,200.00
1 JAYANTIBH PATEL	PUBLIC SIDEWALK REPLACEMENT	525.60
1 WELCH BROS INC	MAINTENANCE SUPPLIES	510.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	246.00
<b>INVOICES TOTAL:</b>		<b>10,148.05</b>

**527160-STREET SWEEPING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLEAN SWEEP	STREET SWEEPING SERVICES	10,475.00
<b>INVOICES TOTAL:</b>		<b>10,475.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	272.12
1 GRAINGER	UTILITY PUMP	782.69
1 GRAINGER	MATERIALS & SUPPLIES	296.54
1 WAREHOUSE DIRECT	PAPER TOWELS/COFFEE STIRRERS	26.50
1 WAREHOUSE DIRECT	INK CARTRIDGES	24.33
<b>INVOICES TOTAL:</b>		<b>1,402.18</b>

**532010-FUEL PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - MARCH 23	6,045.43
<b>INVOICES TOTAL:</b>		<b>6,045.43</b>

**534230-SNOW PLOWING SALT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MORTON SALT INC	ROAD SALT	1,517.60
<b>INVOICES TOTAL:</b>		<b>1,517.60</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	294.00
1 COLLIFLOWER INC - BALTIMORE	MAINTENANCE SUPPLIES	56.75
1 FLEETPRIDE	MAINTENANCE SUPPLIES	226.28
1 HAWK FORD OF ST CHARLES	MAINTENANCE SUPPLIES	7.60
1 MONROE TRUCK EQUIPMENT INC	MAINTENANCE SUPPLIES	387.83
<b>INVOICES TOTAL:</b>		<b>972.46</b>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRIMCO INC	STREET SIGN MATERIALS	205.27
1 TRAFFIC CONTROL & PROTECTION INC	STREET SIGN MATERIALS	326.50
1 TRAFFIC CONTROL & PROTECTION INC	STREET SIGN MATERIALS	958.75
<b>INVOICES TOTAL:</b>		<b>1,490.52</b>

\*\* Indicates pre-issue check.

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**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN APPLIANCES HVACR INC	ICE MACHINE REPAIRS	320.00
<b>INVOICES TOTAL:</b>		<b>320.00</b>

**534800-STREET LIGHTS MAINT MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	86.94
<b>INVOICES TOTAL:</b>		<b>86.94</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE MORTON ARBORETUM	ANNUAL MEMBERSHIP FEE	75.00
<b>INVOICES TOTAL:</b>		<b>75.00</b>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	346.45
1 GONZALEZ-BURKE TREE SERVICE	TREE & SHRUB REMOVAL SERVICES	1,900.00
1 WELCH BROS INC	GRAVEL PURCHASE	102.00
1 WELCH BROS INC	GRAVEL PURCHASE	102.00
<b>INVOICES TOTAL:</b>		<b>2,450.45</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - DEC 2022	142.33
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - MARCH 2023	142.33
<b>INVOICES TOTAL:</b>		<b>284.66</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KINNEY HEATING & AIR	HVAC WORK AT PW ADMIN BLDG	3,125.00
<b>INVOICES TOTAL:</b>		<b>3,125.00</b>

**2200-MFT EXPENDITURES**

**583005-MFT MAINTENANCE PROGRAM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	TREE REMOVAL SERVICES	1,850.00
<b>INVOICES TOTAL:</b>		<b>1,850.00</b>

**4200-MUNICIPAL BLDG PROJECTS EXP**

**584022-PARKING LOT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 V3 COMPANIES LTD	OAK STREET PARKING LOT	8,700.00

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 8,700.00

**5000-WATER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/APR 2023	1,562.00
<u>INVOICES TOTAL:</u>		<u>1,562.00</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	373.60
<u>INVOICES TOTAL:</u>		<u>373.60</u>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	APRIL 2023 BILLING	728.89
<u>INVOICES TOTAL:</u>		<u>728.89</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	47.92
1 NEXAMP INC	ELECTRIC BILL	492.61
<u>INVOICES TOTAL:</u>		<u>540.53</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOB'S AUTO BODY INC	VEHICLE MAINTENANCE	1,580.70
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	636.30
<u>INVOICES TOTAL:</u>		<u>2,217.00</u>

**527120-SVCS TO MAINT MAINS/STORM LINE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	TURF RESTORATION SERVICES	2,925.00
<u>INVOICES TOTAL:</u>		<u>2,925.00</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	3,472.76
1 WAREHOUSE DIRECT	PAPER TOWELS/COFFEE STIRRERS	26.51
1 WAREHOUSE DIRECT	INK CARTRIDGES	24.33
<u>INVOICES TOTAL:</u>		<u>3,523.60</u>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FULLIFE SAFETY LLC	EQUIPMENT CALIBRATION	77.50

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 77.50

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	91.23
** 1 WEX BANK	FUEL PURCHASES - MARCH 23	1,125.59
<u>INVOICES TOTAL:</u>		<u>1,216.82</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - DEC 2022	142.33
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - MARCH 2023	142.33
<u>INVOICES TOTAL:</u>		<u>284.66</u>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KINNEY HEATING & AIR	HVAC WORK AT PW ADMIN BLDG	3,125.00
<u>INVOICES TOTAL:</u>		<u>3,125.00</u>

**500000-WATER FUND**

**121054-WATER/SEWER BILLING A/R**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYED ABEDI	REFUND/WATER BILL OVERPAYMENT	69.37
<u>INVOICES TOTAL:</u>		<u>69.37</u>

**5090-WATER CAPITAL PROJECTS EXP**

**581031-LEAK SURVEY/REPAIR**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	768.00
<u>INVOICES TOTAL:</u>		<u>768.00</u>

**581040-INFRASTRUCTURE REMOVAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER WELL SOLUTIONS ILLINOIS LLC	WATER WELL ABANDONMENT	68,838.00
<u>INVOICES TOTAL:</u>		<u>68,838.00</u>

**5100-SEWER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/APR 2023	625.00
<u>INVOICES TOTAL:</u>		<u>625.00</u>

\*\* Indicates pre-issue check.

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**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	APRIL 2023 BILLING	728.88
<b>INVOICES TOTAL:</b>		<b>728.88</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	308.75
<b>INVOICES TOTAL:</b>		<b>308.75</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	61.85
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	170.15
1 NEXAMP INC	ELECTRIC BILL	963.22
<b>INVOICES TOTAL:</b>		<b>1,195.22</b>

**524210-SLUDGE REMOVAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	9,085.65
<b>INVOICES TOTAL:</b>		<b>9,085.65</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	272.13
1 AMAZON CAPITAL SERVICES INC	MAGNETIC LOCATOR	605.99
1 CORE & MAIN LP	MATERIALS & SUPPLIES	349.15
1 HACH COMPANY	MATERIALS & SUPPLIES	326.42
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	1,079.08
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	107.01
1 WAREHOUSE DIRECT	INK CARTRIDGES	48.66
<b>INVOICES TOTAL:</b>		<b>2,788.44</b>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	2,458.30
1 HAWKINS INC	CHEMICAL SUPPLIES	7,647.95
1 HAWKINS INC	CHEMICAL SUPPLIES	2,413.42
1 HAWKINS INC	CHEMICAL SUPPLIES	7,455.74
1 HAWKINS INC	CHEMICAL SUPPLIES	2,458.30
1 HAWKINS INC	CHEMICAL SUPPLIES	30.00
<b>INVOICES TOTAL:</b>		<b>22,463.71</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRO CHEM INC	NITRILE GLOVES	315.48

\*\* Indicates pre-issue check.

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INVOICES TOTAL: **315.48**

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	139.61
** 1 WEX BANK	FUEL PURCHASES - MARCH 23	2,386.34
<u>INVOICES TOTAL:</u>		<b>2,525.95</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE UPS STORE	SHIPPING CHARGES	11.91
<u>INVOICES TOTAL:</u>		<b>11.91</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FUEL FILTER	45.71
1 HAWKINS INC	PUMP	1,882.09
1 WELCH BROS INC	MAINTENANCE SUPPLIES	54.00
<u>INVOICES TOTAL:</u>		<b>1,981.80</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - DEC 2022	142.34
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - MARCH 2023	142.34
<u>INVOICES TOTAL:</u>		<b>284.68</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KINNEY HEATING & AIR	HVAC WORK AT PW ADMIN BLDG	3,125.00
<u>INVOICES TOTAL:</u>		<b>3,125.00</b>

**5190-SEWER CAPITAL PROJECTS EXP**

**582026-LIFT STATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TROTTER & ASSOCIATES INC	LIFT STATION REHAB PROJECT	2,808.00
<u>INVOICES TOTAL:</u>		<b>2,808.00</b>

**5200-PARKING OPERATING EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	131.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	17.95
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	33.20
1 NEXAMP INC	ELECTRIC BILL	226.77

\*\* Indicates pre-issue check.

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1 VERIZON WIRELESS	WIRELESS SERVICES	42.02
		<b>INVOICES TOTAL: 451.84</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	117.50
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - DEC 2022	288.35
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - MARCH 2023	288.35
1 ROSCOE CO	MATS	311.10
		<b>INVOICES TOTAL: 1,005.30</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANTAGE PLUMBING & SEWER CO	PLUMBING SERVICES	682.60
		<b>INVOICES TOTAL: 682.60</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,181.59
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	18.59
1 NEXAMP INC	ELECTRIC BILL	11.22
		<b>INVOICES TOTAL: 1,211.40</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWELS/TOWEL DISPENSERS	110.41
		<b>INVOICES TOTAL: 110.41</b>

**534200-GOLF CART MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	970.85
		<b>INVOICES TOTAL: 970.85</b>

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	393.86
		<b>INVOICES TOTAL: 393.86</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	ROTARY SPREADER	781.50
		<b>INVOICES TOTAL: 781.50</b>

\*\* Indicates pre-issue check.

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**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	186.26
<b>INVOICES TOTAL:</b>		<b>186.26</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES	64.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - DEC 2022	38.32
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - MARCH 2023	38.32
<b>INVOICES TOTAL:</b>		<b>228.14</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	196.93
<b>INVOICES TOTAL:</b>		<b>196.93</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWELS/TOWEL DISPENSERS	32.47
1 SYSCO CHICAGO INC	KITCHEN SUPPLIES/GLASSWARE	162.22
<b>INVOICES TOTAL:</b>		<b>194.69</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FOOD PANS/VACUUM BAGS	72.98
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	750.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	487.45
1 ELGIN BEVERAGE CO	BEER PURCHASE	130.97
1 EUCLID BEVERAGE LLC	BEER PURCHASE	346.29
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	235.01
1 GRECO AND SONS INC	FOOD PURCHASE	142.72
1 GRECO AND SONS INC	FOOD PURCHASE	355.20
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	218.66
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	123.75
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	675.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	145.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	250.00
1 SYSCO CHICAGO INC	TABLEWARE	238.97
1 SYSCO CHICAGO INC	FOOD PURCHASE	875.00
<b>INVOICES TOTAL:</b>		<b>5,047.00</b>

\*\* Indicates pre-issue check.

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**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 ALSCO	LINEN SERVICES	425.14
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - DEC 2022	38.33
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - MARCH 2023	38.33
<b>INVOICES TOTAL:</b>		<b>609.30</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	196.93
<b>INVOICES TOTAL:</b>		<b>196.93</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWELS/TOWEL DISPENSERS	107.02
1 MLA WHOLESALE INC	FLOWERS	27.50
1 SYSCO CHICAGO INC	COOK SHIRTS	141.06
1 SYSCO CHICAGO INC	KITCHEN SUPPLIES/GLASSWARE	300.00
1 SYSCO CHICAGO INC	GLASSWARE	251.67
1 SYSCO CHICAGO INC	40 QT STOCK POT	189.73
1 SYSCO CHICAGO INC	DINNER KNIVES	26.04
1 SYSCO CHICAGO INC	KITCHEN SUPPLIES	6.88
<b>INVOICES TOTAL:</b>		<b>1,049.90</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	517.48
1 AMAZON CAPITAL SERVICES INC	FOOD PANS/VACUUM BAGS	72.98
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	2,278.31
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,000.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	400.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	346.29
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	653.74
1 GRECO AND SONS INC	FOOD PURCHASE	1,374.21
1 GRECO AND SONS INC	FOOD PURCHASE	70.59
1 GRECO AND SONS INC	FOOD PURCHASE	150.00
1 IL GIARDINO DEL DOLCE INC	MINI PASTRIES	300.00
1 LAKESHORE BEVERAGE	CREDIT	-42.05
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	218.66
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	123.75
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	461.46
1 SYSCO CHICAGO INC	FOOD PURCHASE	2,145.54
1 SYSCO CHICAGO INC	FOOD PURCHASE	2,052.27

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
**INVOICES DUE ON/BEFORE 5/2/2023**

1 SYSCO CHICAGO INC	TABLEWARE	238.97
1 SYSCO CHICAGO INC	FOOD PURCHASE	667.40
1 ZIEGLER'S ACE HARDWARE	PROPANE	45.98
<b>INVOICES TOTAL:</b>		<b>13,075.58</b>

**5580-GOLF MIDWAY EXPENSES**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO CHICAGO INC	COOK SHIRTS	141.07
<b>INVOICES TOTAL:</b>		<b>141.07</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,000.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	500.00
1 CHICAGO BEVERAGE SYSTEMS/	BEER PURCHASE	547.10
1 ELGIN BEVERAGE CO	BEER PURCHASE	399.60
1 EUCLID BEVERAGE LLC	BEER PURCHASE	996.55
1 EUCLID BEVERAGE LLC	BEER PURCHASE	782.76
1 GRECO AND SONS INC	FOOD PURCHASE	569.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	520.26
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	169.57
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	285.66
1 SYSCO CHICAGO INC	FOOD PURCHASE	1,200.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	700.00
<b>INVOICES TOTAL:</b>		<b>7,670.50</b>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	189.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	255.00
<b>INVOICES TOTAL:</b>		<b>444.00</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ESRI INC	GIS SOFTWARE MAINTENANCE	18,608.00
1 FOXIT SOFTWARE INCORPORATED	PDF EDITOR MAINTENANCE RENEWAL	926.90
1 NETSUPPORT INCORPORATED	ANNUAL MAINTENANCE RENEWAL	152.50
<b>INVOICES TOTAL:</b>		<b>19,687.40</b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PLERUS	APRIL/MAY BARTLETTER	4,813.02

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 5/2/2023

INVOICES TOTAL: **4,813.02**

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION LLC	ELEVATOR TESTING/INSPECTION	685.00
1 ALLEGIANT FIRE PROTECTION LLC	FIRE ALARM PANEL MAINTENANCE	1,228.00
1 AMERICAN NATIONAL SKYLINE INC	WINDOW CLEANING SERVICES	3,669.15
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - DEC 2022	3,864.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - MARCH 2023	3,864.00
<u>INVOICES TOTAL:</u>		<b>13,310.15</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,183.15
1 COMCAST	INTERNET SERVICE	228.40
<u>INVOICES TOTAL:</u>		<b>4,411.55</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	44.87
1 NEXAMP INC	ELECTRIC BILL	71.91
<u>INVOICES TOTAL:</u>		<b>116.78</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BACKUP BATTERY POWER SUPPLIES	1,071.39
1 AMAZON CAPITAL SERVICES INC	DRONE SUPPLIES	19.99
1 AMAZON CAPITAL SERVICES INC	COMPUTER SUPPLIES	10.98
<u>INVOICES TOTAL:</u>		<b>1,102.36</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	112.50
<u>INVOICES TOTAL:</u>		<b>112.50</b>

**900000-POOLED CASH & INVESTMENT FUND**

**100002-CASH - MONEY MARKET**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FISERV/BASTOGNE INC	FISERV ONLINE RETURN	184.34
<u>INVOICES TOTAL:</u>		<b>184.34</b>

**GRAND TOTAL:** **358,345.64**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
INVOICES DUE ON/BEFORE 5/2/2023

GENERAL FUND	134,911.04
MOTOR FUEL TAX FUND	1,850.00
MUNICIPAL BUILDING FUND	8,700.00
WATER FUND	86,249.97
SEWER FUND	48,248.47
PARKING FUND	451.84
GOLF FUND	33,752.22
CENTRAL SERVICES FUND	43,997.76
POOLED CASH & INVESTMENT FUND	184.34
<b>GRAND TOTAL</b>	<b>358,345.64</b>

\*\* Indicates pre-issue check.

**A PROCLAMATION RECOGNIZING POLICE OFFICER  
ERIC L. ROGER  
UPON HIS RETIREMENT FROM THE VILLAGE OF BARTLETT**

**WHEREAS**, Officer Eric L. Roger was sworn in as a Bartlett Police Officer on May 4, 1999; and

**WHEREAS**, for 24 years of dedicated service, Eric served in many roles at the police department including Patrol Officer, Directed Patrol Team Officer, Traffic Unit, Investigations, Field Training Officer, Juvenile Officer, and Truck Enforcement Officer; and

**WHEREAS**, in 2014, Eric served as an investigator on the newly created MCAT's Serious Traffic Accident Reconstruction Team that specialized in major traffic crash investigations. For nine years, he played a critical role in the investigations of and positive resolutions of many high-profile fatal crashes within Bartlett and throughout the surrounding area communities.

**WHEREAS**, Eric was also responsible for completing an intense application for the Illinois Traffic Safety Challenge, which our police department was presented with a second-place award and a third-place award in the municipal police agency with 51-65 police officers' category, as well as the railroad crossing safety award; and

**WHEREAS**, Eric participated in many supporting capacities within the department throughout his career as an Evidence Technician, Crisis Intervention Team Member, Round Table Team Member, Policy Review Committee Team Member, Crash Reconstruction Specialist, and Crash Investigator; and

**WHEREAS**, the Village is forever proud of Eric's many accolades and awards during his career which include: 2006 Police Officer of the Year, 2007 Cook County Sheriff's Merit Award, a Life Saving Award, two Shift Citations, a Unit Citation, a Certificate of Commendation, IDOT Achievement Letter for 75 DUI's, Alliance Against Intoxicated Motorists Award for DUI Enforcement, and five Employee of the Month Awards;

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, offer our sincere gratitude to Officer Eric L. Roger for his 24 years of service to the Bartlett community. His extraordinary service and dedication to the police department, and the Village of Bartlett has positively impacted many lives throughout his career and we wish you a retirement filled with good health and much happiness.

Dated this 2nd Day of May 2023



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Kevin Wallace, Village President

**A PROCLAMATION RECOGNIZING POLICE OFFICER  
CHRISTOPHER R. SOLESKY  
UPON HIS RETIREMENT FROM THE VILLAGE OF BARTLETT**

**WHEREAS**, Officer Christopher R. Solesky was sworn in as a Bartlett Police Officer on January 12, 1998; and

**WHEREAS**, for over 25 years of dedicated service, Christopher served in many roles at the police department including Patrol Officer, Detective, Officer In-Charge; and

**WHEREAS**, for 18 years of his career, Christopher served as a Field Training Officer, during which time he played a critical role in the training and mentoring of probationary officers which directly affected the overall professionalism and effectiveness of officers serving the Village; and

**WHEREAS**, Christopher participated in many supporting capacities within the department throughout his career as a Juvenile Officer, Round Table Team Member, Suburban Law Enforcement Academy Class Supervisor, Citizen Police Academy Instructor, and Bicycle Patrol Team Member; and

**WHEREAS**, the Village is forever proud of Christopher's many accolades and awards during his career which include: 2009 and 2019 Police Officer of the Year, Medal of Valor, Cook County Sheriff's Merit Award, three Life Saving Awards, two Certificates of Commendation, ten Employee of the Month Awards, and multiple Shift Citations;

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, offer our sincere gratitude to Officer Christopher R. Solesky for his 25 years of service to the Bartlett community. His extraordinary service and dedication to the police department, and the Village of Bartlett has positively impacted many lives throughout his career and we wish you a retirement filled with good health and much happiness.

Dated this 2nd Day of May 2023



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Kevin Wallace, Village President

**PROCLAMATION  
NATIONAL POLICE WEEK  
MAY 14 – 20, 2023**

**WHEREAS**, the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which it falls as National Police Week; and

**WHEREAS**, the members of the Bartlett Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Bartlett; and

**WHEREAS**, it is important that all citizens know and understand the duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

**WHEREAS**, the Bartlett Police Department has grown to be a modern and nationally accredited law enforcement agency which unceasingly provides a vital public service;

**NOW THEREFORE**, I, Kevin Wallace, Village President, call upon all citizens of Bartlett and upon all patriotic, civil and educational organizations to observe the week of May 14 through 20, as National Police Week to commemorate police officers, past and present, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Bartlett to observe Monday, May 15th, as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

Dated the 2nd day of May, 2023.



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Kevin Wallace, Village President

## VILLAGE OF BARTLETT PROCLAMATION RECOGNIZING MAY 2023 AS BIKE MONTH

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**WHEREAS**, throughout the month of May, the Village of Bartlett will celebrate biking and the freedom, the joy, and the well-being it provides, as well as the power that more people riding bikes has in making life better for everyone; and; and

**WHEREAS**, May 15-21, 2023 is “Bike to Work Week” and May 19, 2023 is “Bike to Work Day”; and

**WHEREAS**, bicycling has been shown to improve citizens’ health, well-being, and quality of life, growing the economy of the Village of Bartlett, and reducing pollution, congestion and parking costs on our streets and roads; and

**WHEREAS**, the Village of Bartlett’s Bike and Run Advisory Committee promotes safe bike and pedestrian activities on the Village’s bike network; and

**WHEREAS**, Ride Illinois is educating cyclists and motorists as to the proper and safe operation of bicycles at [www.rideillinois.org/safety/bike-safety-quiz](http://www.rideillinois.org/safety/bike-safety-quiz); and

**WHEREAS**, The Village of Bartlett, the Bartlett Park District and the DuPage County Forest Preserve and independent cyclists throughout our Village are promoting greater public awareness of bicycle operations and safety education during Bike Month and year-round in an effort to reduce accidents, injuries and fatalities and improve health and safety for everyone on the road.

**NOW, THEREFORE**, I, Kevin Wallace, Village President of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, do hereby proudly proclaim the month of May, 2023 as Bike Month in Bartlett.

Dated this 2<sup>nd</sup> day of May, 2022



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Kevin Wallace, Village President



# *Proclamation*

**WHEREAS**, the Village of Bartlett is committed to addressing the critical issues of safety, energy efficiency, and resilience in our residential, commercial and industrial buildings that serve our citizens, both in everyday life and in times of natural disaster, and;

**WHEREAS**, our confidence in these buildings is achieved through the diligence of the building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry, who work year-round to ensure the safe construction of buildings, and;

**WHEREAS**, modern building codes include safeguards to protect the public from natural disasters, such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

**WHEREAS**, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety -- our local code officials -- who assure us of safe, sustainable, energy efficient and livable buildings that are essential to America's prosperity, and;

**WHEREAS**, "Safety for All: Building Codes in Action," the theme for Building Safety Month 2023, encourages all Americans to become more aware of the importance of safe and resilient construction; fire prevention; disaster mitigation, energy conservation; water safety; training the next generation; and new technologies in the construction industry; and

**WHEREAS**, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments and federal agencies in protecting lives and ensuring the safety of the properties where we live, learn, work, worship and play.

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby proclaim the month of May 2023 as **BUILDING SAFETY MONTH** in the Village of Bartlett.

Dated this 2<sup>nd</sup> day of May, 2023



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Kevin Wallace, Village President



# Agenda Item Executive Summary

Item Name Microsoft 365 Licensing Purchase Committee or Board Board

## BUDGET IMPACT

Amount:	\$47,254	Budgeted	\$46,000.00
List what fund	Central Services Equipment Replacement		

## EXECUTIVE SUMMARY

Staff is seeking to purchase Microsoft Office 365 and EMS licensing subscription for the Village to improve, collaboration, efficiency, security and resiliency. Staff recommends purchasing the licensing subscription from Heartland Business Systems (HBS) for \$47,254.

## ATTACHMENTS (PLEASE LIST)

Finance Department Memo

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION: To approve the purchase Microsoft Office 365 and EMS licensing from Heartland Business Systems for an amount not to exceed \$47,254.**

Staff: Chris Hostetler, Information Technology Coord. Date: April 23, 2023

**Village of Bartlett**  
**Finance Department Memo**  
**23-08**

**DATE:** April 21, 2023

**TO:** Paula Schumacher, Village Administrator

**FROM:** Chris Hostetler, Information Technology Coordinator

**SUBJECT:** Microsoft 365 Licensing Purchase

The Village budgeted \$46,000 to purchase licenses for Office 365 and Enterprise Mobility & Security (EMS). There are several reasons why the Village should move to Microsoft Office 365 and EMS:

1. **Collaboration and Communication:** Microsoft Office 365 offers a suite of powerful tools that enable users to collaborate and communicate seamlessly. The suite includes a range of applications like Teams, OneDrive, and SharePoint, which allow users to share files, chat, and collaborate in real-time. Microsoft Planner enables departments to create projects and associated tasks, assign staff members to tasks, and monitor progress. Personal task lists based on task assignments with due dates help staff members plan their work better and stay on top of their tasks. By using these tools, employees can work together more efficiently and effectively, leading to higher productivity and better outcomes.
2. **Flexibility and Mobility:** Microsoft Office 365 is a cloud-based solution, meaning that users can access their work from anywhere, at any time. Office 365 allows for a seamless transition between devices and locations, ensuring that users always have access to the tools they need to get the job done.
3. **Security and Compliance:** Microsoft Office 365 has built-in security features, which help to protect against data breaches and other security threats. In addition, the platform is compliant with a range of industry regulations, including HIPAA and CJIS.
4. **Cost-Effectiveness:** Adopting Microsoft Office 365 can be a cost-effective solution. It eliminates the need for expensive hardware and software, as everything is hosted in the cloud. In addition, the platform is offered on a subscription basis, meaning that the Village can pay only for what they need and can scale up or down as necessary.
5. **Familiarity and Support:** Microsoft Office is a well-known and widely used platform, which means that most employees are likely to be familiar with it. This familiarity can help to reduce the learning curve and enable employees to start using the platform more quickly. Additionally, Microsoft provides extensive support and training resources, making it easy to onboard new employees and keep everyone up-to-date on the latest features and updates.

Overall, adopting Microsoft Office 365 and EMS can bring numerous benefits to the Village, including increased productivity, enhanced collaboration, and improved security and resiliency.

Microsoft 365 licensing is subscription that is renewed annually. The subscription is available for purchase through a number of sources. There is a Select Agreement between the State of Illinois and Microsoft (administered through Dell) or licenses can be purchased through a cloud services provider (CSP). The two factors that need to be considered are price and support. Below is a table showing the total cost of licensing from Dell (the State agreement) and Heartland Business Systems (HBS) (a local CSP). We requested a quote from HBS based on the many glowing reviews we have received from other municipalities who have partnered with HBS on their implementations of Microsoft Office 365 and EMS.

Dell (State Agreement): \$48,143  
Heartland Business Systems: \$47,254

Both costs are higher than the \$46,000 we budgeted. Unfortunately, Microsoft raised the price of their subscriptions beginning in April 2023 and my budget was based on the earlier pricing.

Based on the price and outstanding recommendations, we recommend the Village purchase the licensing subscription from Heartland Business Systems.

**MOTION:**

To approve the purchase Microsoft Office 365 and EMS licensing from Heartland Business Systems for an amount not to exceed \$47,254.



# Agenda Item Executive Summary

Item Name      Annual Appointments of Village Officers by the  
Village President with the Advice and Consent of the Board      Committee  
or Board      Board

<b>BUDGET IMPACT</b>			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		
<b>EXECUTIVE SUMMARY</b>			
Per Title 1, Chapter 8, of the Bartlett Municipal Code dealing with Village Officers and Employees, annual appointments of Village Officers by the Village President with the advice and consent of the Board are done on an annual basis.			
<b>ATTACHMENTS (PLEASE LIST)</b>			
Memo			

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

## MOTION

I move to Consent to the Appointment of each of the Officers as made by the Village President.

Staff:      Lorna Giles, Village Clerk      Date:      04/24/23

# Village of Bartlett

## Administration Department Memo

**DATE:** April 24, 2023

**TO:** Paula Schumacher, Village Administrator

**FROM:** Lorna Gilles, Village Clerk

**SUBJECT:** Appointments of Village Officers

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D.1. Per Title 1, Chapter 8, of the Bartlett Municipal Code dealing with Village Officers and Employees, annual appointments of Village Officers by the Village President with the advice and consent of the Board are done on an annual basis.

- a. Village Administrator, Paula Schumacher
- b. Village Treasurer, Todd Dowden
- c. Village Budget Officer and Director of Finance, Todd Dowden
- d. Director of Public Works, Daniel Dinges
- e. Building and Code Enforcement Division Manager/Building Official, John Komorowski
- f. Electrical Inspector, William Dettmer
- g. Plumbing Inspector, Dewayne Burris
- h. Chief of Police, Geoffrey Pretkelis
- i. Village Engineer, Robert Allen
- j. Director of Planning and Development Services/Zoning Administrator, Kristy Stone
- k. Open Meetings Act Officer, Paula Schumacher
- l. Freedom of Information Act Officers, Samuel Hughes, Scott Skrycki (in his absence)

### **MOTION**

I move to Consent to the Appointment of each of the Officers as made by the Village President



# Agenda Item Executive Summary

Item Name Professional Services Agreement Law Firm of Ancel Glink, PC Committee or Board Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	\$252,000
List what fund	General Fund		
EXECUTIVE SUMMARY			
Professional Service agreement for fiscal year 2023/24 for Ancel Glink, PC (Village Attorney). This will be the first year for the firm to provide legal services as the Village Attorney. The firm will be represented by Kurt Asprooth.			
ATTACHMENTS (PLEASE LIST)			
Memo Resolution Agreement			
ACTION REQUESTED			

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** I move the passage of Resolution 2023-\_\_\_\_\_, "A Resolution Approving the Professional Services Agreement dated May 2, 2023 between the Village of Bartlett and Ancel Glink, a Professional Corporation."

Staff: Todd Dowden, Finance Director Date: April 24, 2023

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**BRYAN E. MRAZ**  
BEM@MRAZLAW.COM

DAVID W. GULLION  
ASSOCIATE  
DWG@MRAZLAW.COM

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MEMORANDUM

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TO: President and Board of Trustees of the Village of Bartlett  
Paula Schumacher, Village Administrator

FROM: Bryan E. Mraz, Village Attorney

DATE: April 25, 2023

RE: Village Attorney Appointment

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On April 18, 2023, the Village Board voted by a margin of 4 to 2 to consent to President Wallace's appointment of Ancel Glink as Village Attorney commencing May 2, 2023. Ancel Glink has submitted an engagement letter dated May 2, 2023, which is included in the Board Packet, that upon approval and acceptance by the Village corporate authorities on May 2<sup>nd</sup> will become the professional services agreement between Ancel Glink, a Professional Corporation (the "Firm" or "Ancel Glink, P.C."), and the Village of Bartlett (the "Professional Services Agreement"). It sets forth the scope of representation as to all corporate and other legal matters as referenced in the Firm's February 13, 2023 response to the Village's request for qualifications and proposals for legal services; the term which provides that either party, i.e., the Village or Ancel Glink, P.C. can terminate the Professional Services Agreement at any time for any reason by written notice; and lists who will be responsible for overseeing all Village legal work to be Kurt Asprooth to serve as Village Attorney and as the point of contact, backed up by his partners at Ancel Glink, P.C., Julie Tappendorf and Adam Simon. The Professional Services Agreement is signed by Kurt Asprooth, a partner in the Firm, and by Julie Tappendorf, an equity partner/shareholder and member of the Firm's management committee.

Also included in your Board packet is a Unanimous Written Consent of All of the Shareholders of Ancel Glink, P.C., which authorizes and approves of Kurt Asprooth, one of the Firm's partners, to take the Oath of Office for Village Attorney on behalf of the Firm, and sign the Professional Services Agreement on behalf of the Firm.

The Bartlett Municipal Code ("BMC") in Title1, Chapter 8, Article B, Section 1-8B-1 creates the office of Village Attorney, an executive office of the Village, to be appointed

by the Village President with the advice and consent of the Board to serve a term of one (1) year. That Section of the BMC does not limit the appointment to a single person, or put another way, does not preclude the appointment of a law firm (as opposed to an individual) to the office of Village Attorney for the Village of Bartlett. As with most, if not all, of the other municipalities which the Firm represents throughout the State of Illinois, it is Ancel Glink, P.C. that is appointed as the village attorney, city attorney, or corporation counsel, and not an individual partner within the Firm.

Also, despite the one year term listed in Section 1-8B-1 of the BMC for the Village Attorney, under Illinois law, and as provided in Section 1-8-3:A of the BMC applicable to all Village of Bartlett officers, every appointed officer serves until the last to occur of May 1 following the appointment or until a successor is named and qualified. In practice the Village reappoints its officers and approves of service agreements with the officers that are independent contractors each year at the first meeting in May, but could choose not to do so as to any officer/independent contractor, including the Village Attorney. Thus, the termination provision in the Professional Services Agreement with the Firm that allows the Village to terminate the contract at any time is consistent with that, and affords the Village greater flexibility to terminate the agreement earlier, i.e., in less than one year upon written notice, provided the Village also complies with the general Removal of Officers provisions set forth in Section 1-8-10 of the BMC if it decided to remove the Firm as Village Attorney prior to end of the initial one (1) year term, or before the end of a subsequent one (1) year renewal term should the Village decide to discontinue the relationship.

Accordingly, I recommend the Village enter into the Professional Services Agreement with Ancel Glink, P.C.

**MOTION:**

I move the passage of Resolution 2023-\_\_\_\_\_, "A Resolution Approving the Professional Services Agreement dated May 2, 2023 between the Village of Bartlett and Ancel Glink, a Professional Corporation."

**RESOLUTION 2023 - \_\_\_\_\_**

**A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICES  
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT  
AND ANCEL GLINK, A PROFESSIONAL CORPORATION**

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**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** The Engagement Letter/Professional Services Agreement dated May 2, 2023, between Ancel Glink, a Professional Corporation, and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

**SECTION THREE: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

**SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 2, 2023

APPROVED: May 2, 2023

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - \_\_\_\_\_ enacted on May 2, 2023, and approved on May 2, 2023, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk



A Professional Corporation  
140 South Dearborn Street, Suite 600  
Chicago, IL 60603  
www.ancelglink.com

Kurt A. Asprooth  
kasprooth@ancelglink.com  
(P) 312.604.9139  
(F) 312.782.0943

May 2, 2023

Kevin Wallace  
Village President  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

**Re: Village Attorney Services for the Village of Bartlett**

Dear President Wallace:

Ancel Glink is honored and greatly appreciates the opportunity to provide legal services to the Village of Bartlett as the Village Attorney. This letter will serve to memorialize the terms of our engagement so we all have a clear understanding of our relationship:

1. **Client; Scope of Representation.** Our client in this matter will be the Village of Bartlett (the "*Village*"). The scope of our engagement will be to represent the Village relative to all corporate and other legal matters, as more fully described in the Ancel Glink's February 13, 2023, Response to the Village's Request for Qualifications for Legal Services. The Village may limit or expand the scope of our representation from time to time.

2. **Term of Engagement.** Either Party may terminate the engagement at any time for any reason by written notice, subject on Ancel Glink's part to applicable rules of professional responsibility. Following such termination, any otherwise non-public information the Village has supplied to the firm which is retained by us will be kept confidential in accordance with applicable rules of professional responsibility. If, upon such termination, the Village wishes to have any documents delivered to its offices, please advise us. Otherwise, all such documents will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by us, absent contrary instructions from you. Ancel Glink maintains professional malpractice and liability insurance with primary limits of \$5,000,000 for each claim and in the aggregate, and excess limits up to an additional \$10,000,000. Ancel Glink will maintain these policies at all times while serving as the Village Attorney.

3. **Key Personnel.** Kurt Asprooth would lead our team, serve as the Village Attorney and the primary point of contact, and be responsible for overseeing all Village legal work. Kurt will be available to attend the weekly Village Staff meetings, the Village Board meetings each month, meetings of the Planning & Zoning Commission as requested, and other meetings as directed by the Board or the Village Administrator.

Kurt is a partner at Ancel Glink and has worked with local governments for his entire legal career. Kurt's practice focuses all aspects of municipal law, including zoning and land use matters, economic development, public contracting requirements, compliance with the Open Meetings Act and FOIA, and all other issues municipalities face on a day-to-day basis. Kurt also regularly defends municipalities in court, with a focus on land use and zoning disputes. Kurt currently serves as one of the City Attorneys for the City of Lake Forest, one of the Village Attorneys for the Village of Gilberts, and the Village Attorney for the Village of Wadsworth, in addition to working with numerous other municipalities. Kurt has also worked with Bartlett on numerous projects as special counsel over the past several years, beginning in 2018 with the acquisition of the former "Lucky Jacks" property that paved the way for the new MORE Brewery in downtown Bartlett. Not only has Kurt worked with Bartlett for several years, Kurt also grew up in Bartlett, attended Bartlett public schools, and considers Bartlett his hometown.

Julie Tappendorf, an equity partner and member of Ancel Glink's management committee, will also work with the Village and serve as Kurt's back-up on Village matters. Julie co-chairs Ancel Glink's land use practice group and regularly counsels local government clients on a variety of matters, including the Open Meetings Act, Freedom of Information Act, land use, social media, and general corporate matters. Julie currently serves as Village Attorney to the Villages of Glenview, Gilberts, and Lindenhurst and City Attorney to the Cities of Lake Forest and Park Ridge. She regularly advises other municipalities and units of government on a wide variety of legal issues.

Adam Simon is a partner with Ancel Glink and will work with Julie and Kurt on Village matters. Adam's practice focuses on a variety of areas, with extensive expertise in public finance, zoning and economic development, real estate law, and telecommunications. Adam combines his experience in economic development and public finance to counsel municipalities on public private partnerships which leverage public financing and private investment to create new public improvements and enhance economic development opportunities. He has helped to organize special service areas, business redevelopment districts and tax increment financing (TIF) districts.

Other attorneys will be available on an as-needed basis to assist Kurt, Julie, and Adam, particularly where their experience and expertise is best-suited for a particular legal matter.

**4. Fees and Expenses.** Our fees are determined based on time spent providing services to the Village by our professional staff at each person's applicable hourly billing rate. Our schedule of hourly billing rates is based upon years of experience, specialization and training and practice, and level of professional attainment. The rates that will apply to our work are as follows:

- Partners: \$235 / hour
- Associates/of Counsel: \$220 / hour
- Paralegals: \$130 / hour

These billing rates will be applicable through April 30, 2024, after which our billing rates are subject to annual increases. Any expenses, disbursements and other charges incurred on the

ANCEL GLINK  
May 2, 2023  
Page 3

Village's behalf will be billed to the Village in addition to our charges for professional services in accordance with our regularly established procedures. We will bill you for travel time limited to no more than one hour each way. The Village will be responsible for the payment of all directly incurred costs (including the fees of any experts who may be hired to assist in this engagement). We will, of course, consult with you before the hiring of any experts. We may ask you either to pay or reimburse certain vendors directly, or advance to us those sums prior to our expenditure.

On our invoices, all of our time and expenses are fully itemized and documented. Our time is billed in quarter-hour increments. Each monthly bill for services includes the initials of the individual performing the assigned task, the date on which the work was performed, a description of the work and the amount of time spent completing the assignment.

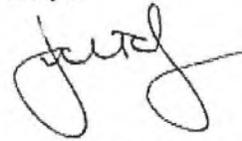
We are so pleased to have this opportunity to continue to be of service to the Village. If you are in agreement with the above, please sign the enclosed copy of this letter in the space provided below and return it to the undersigned.

Sincerely,



Kurt S. Asprooth

Sincerely,



Julie A. Tappendorf

**ACCEPTED:**

\_\_\_\_\_  
Village of Bartlett

\_\_\_\_\_  
Kevin Wallace, Village President

Date: \_\_\_\_\_, 2023

**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF  
THE SHAREHOLDERS  
OF  
ANCEL GLINK, PC  
IN LIEU OF A MEETING**

**April 20, 2023**

The undersigned, constituting all of the shareholders of Ancel Glink, PC (the "Firm"), acting by unanimous written consent in lieu of a meeting, do hereby make the following recitals and adopt the following resolutions:

**WHEREAS**, the Firm, through its attorneys and personnel, provides comprehensive legal services to its various clients, including but not limited to units of local government; and

**WHEREAS**, the Village of Bartlett has selected the Firm to serve as its Corporate Counsel and Village Attorney; and

**WHEREAS**, the Firm will be represented in its relationship with and service to the Village of Bartlett by Kurt Asprooth, a licensed attorney and partner in the Firm; and

**WHEREAS**, pursuant to the Village of Bartlett Code of Ordinances, the Village Attorney is to take the Oath of Office for said Office of Village Attorney; and

**WHEREAS**, the Shareholders deem it advisable and in the best interest of the Firm and the Village of Bartlett to authorize and approve Kurt Asprooth to take the Oath of Office on behalf of the Firm so that the full faith, credit, resources and talents of the Firm are pledged to the faithful service of the Village of Bartlett.

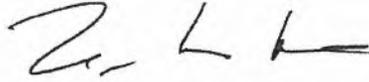
**NOW, THEREFORE, BE IT RESOLVED**, that Kurt Asprooth is hereby authorized and directed to take the Oath of Office for the Village Attorney for the Village of Bartlett for and on behalf of Ancel Glink, PC.

**RESOLVED FURTHER**, that Kurt Asprooth is authorized and directed to do any and all other or further things, and to execute any and all other or further documents, all in the name and on behalf of the Firm, as he, acting in his discretion, may deem necessary, desirable or appropriate to effectuate the purposes of the foregoing resolution.

**RESOLVED FURTHER**, that this Action by Unanimous Written Consent be filed with the minutes of the proceedings of the Firm.

/signature page to follow/

**IN WITNESS WHEREOF**, the undersigned have executed this Action by Unanimous Written Consent as of the date first set forth above.



**Thomas DiCianni**



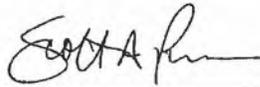
**Keri-Lynn Krafthefer**



**Derke Price**



**Julie Tappendorf**



**Scott Puma**



**Margaret Kostopulos**



**David Silverman**



# Agenda Item Executive Summary

Item Name      Professional Services Agreement Law Offices of      Committee  
Robert J. Krupp, P.C.      or Board      Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	\$33,000
List what fund	General Fund		
EXECUTIVE SUMMARY			
Professional Service agreement for Robert Krupp to prosecute traffic and minor ordinance violations as well as zoning and building violations. There is no rate increase proposed.			
ATTACHMENTS (PLEASE LIST)			
Finance Department Memo Resolution Agreement			
ACTION REQUESTED			

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** I move to approve Resolution 2023-\_\_\_\_\_, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.

Staff:      Todd Dowden, Finance Director

Date:      April 24, 2023

**Village of Bartlett**  
**Finance Department Memo**  
**2023-12**

**DATE:** April 24, 2023

**TO:** Paula Schumacher, Village Administrator

**FROM:** Todd Dowden, Finance Director

**SUBJECT:** Professional Services Agreement with the Law Offices of Robert J. Krupp, P.C.

Attached is the proposed professional services agreement for fiscal year 2023/24 for Robert J. Krupp (Village Prosecutor). There is no increase to the semi-monthly court appearance rate and no increase to the hourly rate for in court time and out of court legal services.

**MOTION:** I move to approve Resolution 2023-\_\_\_\_\_, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.

**RESOLUTION 2023- -R**

**A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE  
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT  
AND THE LAW OFFICES OF ROBERT J. KRUPP, P.C.**

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**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** The Professional Service Agreement dated May 1, 2023 between the Law Offices of Robert J. Krupp, P.C. and the Village of Bartlett (the “Agreement”), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

**SECTION THREE: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

**SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** May 2, 2023

**APPROVED:** May 2, 2023

\_\_\_\_\_  
Kevin Wallace, Village President

**ATTEST:**

\_\_\_\_\_  
Lorna Giles, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023- -R enacted on May 2, 2023, and approved on May 2, 2023, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk

## PROFESSIONAL SERVICE AGREEMENT

Made and entered at Bartlett, Illinois as of May 1, 2023, by and between the **VILLAGE OF BARTLETT**, Cook, DuPage, and Kane Counties, Illinois (the "Village") and the **LAW OFFICES OF ROBERT J. KRUPP, P.C.** (the "Attorneys" or the "Firm").

**WITNESSETH:**

**WHEREAS**, the Village desires to engage the services of **ROBERT J. KRUPP** ("Krupp") of the **LAW OFFICES OF ROBERT J. KRUPP, P.C.** to furnish legal services to the Village and;

**WHEREAS**, Krupp, on behalf of the Firm is willing to furnish legal services to the Village, at the rates hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

**1. Scope of Services and Compensation.**

Krupp agrees to furnish the following services to the Village in a competent and professional manner:

- a. Krupp will prosecute traffic minor ordinance violations on two Court days each month, as these Court days are scheduled by the Circuit Court of Cook County and designated as the Bartlett traffic calls. The Courtroom is located in the Third District Courthouse, Rolling Meadows, Illinois.
- b. As consideration for the in-court prosecution of traffic and minor ordinance violations on the two Court days each month, the Firm will be paid \$22,200.00 per year.
- c. Krupp also will prosecute zoning and building violation cases on the days the Circuit Court has established for the hearing of such cases, and prosecute any violations of the Village Liquor Control Ordinances before the local Liquor Commissioner. As consideration for the prosecution of these cases, and the meetings, preparation of

pleadings and witnesses, and research, the Firm will be paid \$150.00 per hour in-court time and for out-of-court legal services. Travel time will be compensated at a rate of \$25.00 per hour. The Firm shall also be reimbursed for directly related expenses (additional expenses) such as long distance telephone calls outside the metropolitan Chicago area, reproduction and copying expenses and subcontractors, etc.

**2. Changes.**

The Village may, from time to time, request changes in the scope of the legal services to be performed hereunder. Such changes, which are mutually agreed upon by an between the Village Administrator and the Firm, shall be incorporated in written Amendments to this Agreement.

**3. Method of Payment.**

The Firm shall be paid \$925.00 per semi-monthly court appearance for the prosecution of traffic and minor ordinance violations, and shall submit a detailed invoice specifying the time spent by Krupp on various zoning, building and liquor ordinance violations handled by Krupp for the Village and for his travel time during the current billing period.

**4. Billing Disputes.**

In the event the Village President or any member or members of the Village Board have any questions with respect to the Firm's invoice, the Village may withhold payment and request that Krupp be present at the next regular Village Board meeting immediately following the meeting at which said bill was originally placed on the "Bills List" for approval by the Village Board, to explain said invoice and answer any questions that the Village President, any of the Village Trustees or the Village Administrator may have with respect Thereto.

**5. Time of Performance.**

The services of the attorneys will begin May 1, 2023, and shall continue through April 30,

2024, unless sooner terminated by either party.

**6. Termination.**

Either party shall have the right to terminate this Agreement by written notice to the other party at least sixty (60) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the Attorneys, or any of them, under this Agreement shall at the option of the Village become its property.

**7. Insurance.**

The Firm shall maintain and keep in force during the term of this Agreement Commercial General Liability, Business Automobile and Professional Liability Insurance Coverage in the following minimum amounts:

**Commercial General Liability**

General Aggregate Limit	\$1,000,000.00
Product-Completed Operation	\$1,000,000.00
Each Occurrence Limit	\$500,000.00
Personal Advertising Injury Limit	\$500,000.00
Medical Expense Limit	\$5,000.00
Fire Damage, any one fire	\$50,000.00

**Business Automobile**

Combined Single Limits (each accident)	\$500,000.00
Auto Medical Payments	\$5,000.00
Uninsured Motorist-Combined Single Limits	\$500,000.00

**Professional Liability**

Each Claim	\$500,000.00
Aggregate	\$500,000.00

Within ten (10) days of the date of this Agreement, the firm shall furnish the Village with a copy of a certificate(s) of insurance or with copies of the actual insurance policy(ies) evidencing that it has said insurance in effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year above written:

**VILLAGE OF BARTLETT**

By: \_\_\_\_\_

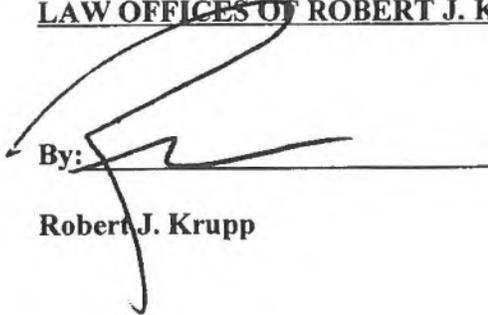
**Kevin Wallace, Village President**

**ATTEST:**

By: \_\_\_\_\_

**Lorna Giless, Village Clerk**

**LAW OFFICES OF ROBERT J. KRUPP, P.C.**

By:  \_\_\_\_\_

**Robert J. Krupp**



# Agenda Item Executive Summary

Item Name	A Resolution Waiving Advertising For Bids And Approving Of The Contract For Services Between The Village Of Bartlett And Northeast DuPage Family And Youth Services For Full Time Social Worker Services	Committee or Board	Village Board
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<b>BUDGET IMPACT</b>			
Amount:	\$66,352.00	Budgeted	Yes
List what fund	Professional Services		
<b>EXECUTIVE SUMMARY</b>			
<p>Attached is a resolution waiving advertising for bids and approving of the contract for services between the Village of Bartlett and Northeast DuPage Family And Youth Services (NEDFYS) for full-time social worker services. The FYE 23/24 budget includes \$66,352.00 for a full-time social worker. Since the inception of the part-time social worker program, the police department's social worker has received over 226 referrals from residents, and village and police department personnel. Services offered through this program fulfilled a need of providing additional time, resources, and engagement to residents requiring support beyond the scope of law enforcement capabilities.</p> <p>The qualifications offered by NEDFYS are in line with the recommended characteristics specified in the Illinois Association of Chiefs of Police's social work survey. The police department has maintained a positive working relationship with NEDFYS. During the previous agreement, NEDFYS took the initiative to apply for additional funding through the Hanover Township's Mental Health Board and Cook County Department of Public Health. In addition, NEDFYS maintains a 24/7 on-call crisis intervention system available to the police department at no additional cost. NEDFYS can also provide at least one master's level clinical intern to support the work at the police department. The interns are supervised by licensed clinical therapists and provide services such as counseling, case management, follow-up phone calls, safety planning, and other clinical support.</p>			
<b>ATTACHMENTS (PLEASE LIST)</b>			
Police Department Memorandum Resolution Contract for Services Between the Village Of Bartlett And Northeast DuPage Family And Youth Services For Full Time Social Worker Services			

**ACTION REQUESTED**

**MOTION: I move to approve Resolution 2023 - \_\_\_\_\_, A Resolution Waiving Advertising for Bids and Approving of the Contract for Services Between the Village of Bartlett and Northeast DuPage Family and Youth Services for Full Time Social Worker Services**

Staff: Will Naydenoff, Deputy Chief Date: May 2, 2023

**POLICE DEPARTMENT MEMORANDUM**  
**23-21**

**DATE:** May 2, 2023

**TO:** Paula Schumacher, Village Administrator

**FROM:** Will Naydenoff, Deputy Chief of Support Services

**RE:** Resolution Waiving Advertising for Bids and Approving of the Contract for Services Between the Village of Bartlett and Northeast DuPage Family and Youth Services for Full Time Social Worker Services

On April 18, 2023, the Village Board approved the Village of Bartlett's FYE 2023-2024 budget, which included the addition of a full-time social worker. During the previous fiscal year, the village entered into an agreement with Northeast DuPage Family and Youth Services (NEDFYS) for a part-time social worker. In part, the early successes of the social worker program can be attributed to the strong working relationship that exists between the police department and NEDFYS. We are requesting to waive bids and enter into a new agreement with NEDFYS for a full-time social worker in the amount of \$66,352.00.

Since the inception of the part-time social worker program, the police department's social worker has received over 226 referrals from residents, and village and police department personnel. Services offered through this program fulfilled a need of providing additional time, resources, and engagement to residents requiring support beyond the scope of law enforcement capabilities.

In conjunction with the social worker program, the police department implemented a diversion program for minors. The purpose of the program is to provide an alternative to court when dealing with minors found to be in possession of tobacco or nicotine products. With a full-time social worker, the police department will grow this program to include diversion for alcohol and cannabis related offenses.

The full-time social worker will also be responsible for managing the police department's formal and informal station adjustments in DuPage County for certain criminal offenses, in lieu of referring juveniles to juvenile court.

Additionally, the police department will utilize the full-time social worker to implement a co-responder model to help individuals who are experiencing a behavioral health crisis.

As we transition to a full-time social worker, we believe NEDFYS will continue to be the right option to accomplish our goals and enhance our standards of service.

The qualifications offered by NEDFYS are in line with the recommended characteristics specified in the Illinois Association of Chiefs of Police's social work survey, which include:

- Need a master's degree in social work and/or psychology or counseling
- Experience working with victims and police at some capacity
- Licensed Clinical Social Worker (LCSW) licensure or similar license in a related field
- Specialized training
- Minimum of 3 years' experience in the field to include familiarity with crisis intervention techniques and knowledge of Illinois statutes related to domestic violence, child abuse, juvenile law, mental health and confidentiality code

NEDFYS meets all of the aforementioned criteria, among other items generally not offered by other social worker vendors. As part of the cost, NEDFYS maintains a 24/7 on-call crisis intervention system available to the police department. Other social worker vendors only offer this as an add-on option with an additional cost. NEDFYS can also provide at least one master's level clinical intern to support the work at the police department. The interns are supervised by licensed clinical therapists and can provide services such as: counseling, case management, follow-up phone calls, safety planning and other clinical support. During the previous agreement, NEDFYS also took the initiative to apply for additional funding through the Hanover Township's Mental Health Board and the Cook County Department of Public Health.

**MOTION: I move to approve Resolution 2023 - \_\_\_\_\_, A Resolution Waiving Advertising for Bids and Approving of the Contract for Services Between the Village of Bartlett and Northeast DuPage Family and Youth Services for Full Time Social Worker Services**

RESOLUTION 2023 - \_\_\_\_\_

**A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING  
OF THE CONTRACT FOR SERVICES BETWEEN THE VILLAGE OF BARTLETT  
AND NORTHEAST DuPAGE FAMILY AND YOUTH SERVICES  
FOR FULL TIME SOCIAL WORKER SERVICES**

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**WHEREAS**, Title 1, Chapter 8, Article, A, Section 1-8A-3 of the Bartlett Municipal Code provides in relevant part that:

“All contracts for work or public improvements in excess of twenty thousand dollars (\$20,000.00) shall be let to the lowest responsible bidder after advertising for bids, provided, however, that any such contract may be entered into without advertising for bids if authorized by a vote of two-thirds (2/3) of the Trustees then holding office;”

and

**WHEREAS**, in 2021 the Bartlett Police Department solicited proposals and requested qualifications from three organizations that provide part time social worker contractual services to other police departments in the Chicagoland area, and after conducting interviews of the three organizations for social services, and after taking into account the minimum qualifications for social workers recommended by the Illinois Association of Chiefs of Police, including the following requirements: (1) a master’s degree in social work and/or psychology or counseling; (2) experience working with victims and police in some capacity; (3) Licensed Clinical Social Worker license or similar license in a related field; (4) specialized training; and (5) a minimum of three years experience in the field including familiarity with crisis intervention technique and knowledge of Illinois statutes related to domestic violence, child abuse, juvenile law, mental health and confidentiality code (the “Minimum Qualification Standards”), the Village entered a contract for services with Northeast DuPage Family Youth Services (NEDFYS) for a part time social worker without advertising for bids as the specialized services sought were, and are not, adaptable to award by public bidding; and

**WHEREAS**, due to the demand for additional time, resources and engagement with Bartlett residents in need of social worker services that are beyond the scope of normal law enforcement capabilities, the Bartlett Chief of Police and the Village Administrator have recommended the need for the Village to contract with NEDFYS for full time social worker services, which the Village corporate authorities have included in its FYE 2023-2024 budget; and

**WHEREAS**, NEDFYS has provided exceptional services to the Village under its prior contract for a part time social worker, and also provides full time social worker services capable of expanding the Village's diversion program to include alcohol and cannabis related offenses, assisting with informal and formal juvenile station adjustments in lieu of referring juveniles to DuPage County juvenile court for certain criminal offenses, and utilization of the full time social worker as a co-responder to assist individuals experiencing a behavioral health crisis;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** Based on the matters set forth in the Recitals, upon the passage of this Resolution by two-thirds of the Village Trustees now holding office, the Board of Trustees hereby authorize the Contract for Services between the Northeast DuPage Family and Youth Services and the Village of Bartlett without advertising for bids.

**SECTION TWO:** The Contract for Services between the Village of Bartlett and Northeast DuPage Family and Youth Services (NEDFYS), dated as of May 2, 2023, for full time social worker services in an amount not to exceed \$66,352.00 (the "Contract"), a copy of which is appended hereto and is expressly incorporated herein by this reference, is hereby approved.

**SECTION THREE** That the Village President is hereby authorized and directed to sign the Contract on behalf of the Village of Bartlett.

**SECTION FOUR: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

**SECTION FIVE: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION SIX: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giless, Village Clerk

### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - \_\_\_\_\_ enacted on May 2, 2023, and approved on May 2, 2023, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giless, Village Clerk



## **Contract for Services Between Northeast DuPage Family and Youth Services (NEDFYS) and Village of Bartlett**

### **I. Effective Dates**

This contract is effective May 2, 2023-April 30, 2024.

### **II. NEDFYS Responsibilities**

NEDFYS will provide the following services to the Village of Bartlett:

- Review and follow-up on police reports at the request of police department personnel
- Maintain 24/7 on-call coverage for social service emergencies; remote and in-person responses as needed
- Conduct outreach to community residents to increase awareness of village social work services and attempt to engage potential clients in NEDFYS counseling and/or other case management services
- Provide case management services (community resources and referrals) to community residents as needed
- Respond to mental health crisis situations upon request by police department personnel
- Conduct home visits upon request by police personnel to engage residents in services and provide resources and support
- Provide crisis intervention services until the crisis is resolved and refer to individual, family services as appropriate
- Conduct suicide and mental health assessments
- Develop and implement case management plans
- Provide assistance with DCFS calls
- Provide assistance to domestic violence victims in obtaining Orders of Protection, creating safety plans, and linking with legal and advocacy services
- Provide “walk-in” services to community residents during designated office hours agreed upon by the police department and NEDFYS
- Conduct outreach and provide training to community residents, village officials, and police department staff via community meetings, roll calls, and other scheduled events

- Referral to therapeutic interventions to be conducted by other licensed therapists employed by NEDFYS upon resident request or social worker recommendation;

### **III. Village of Bartlett Responsibilities**

The Village of Bartlett will provide the following to NEDFYS:

- Adequate office space and related administrative support to provide individual and family-based interventions
- Police reports relevant to requests for social work services
- Referrals for case management and/or counseling services based on police calls for service
- Identification of the needs of community residents, village officials, and police department staff to facilitate the development and implementation of appropriate outreach and/or training efforts

### **IV. Staffing**

NEDFYS will provide Bartlett Police Department (BPD) with a social worker/counselor for up to 40 hours per week. Days and hours of services will be set by NEDFYS in collaboration with BPD. The social worker/counselor assigned to BPD will be supervised by a fully licensed therapist (LCPC, LCSW, or LMFT). Requirements for the position include:

- Master's degree and partial or full licensure (LPC, LSW, LCSW, LCPC, LMFT) maintained for the duration of employment;
- 3+ years of experience working with high-risk adolescents and families
- 3+ years of experience with mental health crisis intervention
- Experience with domestic violence victims/Certified Domestic Violence Professional (CDVP) 40-hour training a plus
- Ability to partner effectively and work cooperatively with law enforcement personnel in a police setting
- Excellent oral and written communication skills
- Flexible, organized, and resourceful
- Some knowledge of trauma treatment modalities
- Valid driver's license and reliable transportation with required auto insurance in effect
- Bilingual (Spanish) a plus

The selection of the social worker will be done in collaboration with the BPD to ensure the most appropriate fit. NEDFYS will assign one master's level intern to support the work at BPD when available. The 24/7 on-call service will be staffed by NEDFYS personnel and clinical interns on a rotating basis.

### **V. Liability Insurance**

NEDFYS will procure and maintain insurance at its sole and exclusive expense which covers its personnel and liability for providing the identified services. NEDFYS will provide the Village of Bartlett with a certificate of insurance in a form acceptable to the Village.

**VI. NEDFYS Board Authority**

This agreement has been properly authorized by the NEDFYS Board of Directors.

**VII. Modification of Agreement**

The terms of this agreement may be amended or modified in writing and signed by both the Village of Bartlett and NEDFYS.

**VIII. Termination**

Either party may terminate this agreement upon providing 60 days' notice to the other party.

**IX. Cost of Services**

The total cost of services for the 12-month term of the contract shall not exceed \$66,352.00.

Costs included under this contract include:

- Salary for BPD social worker up to 40 hours per week
- 24/7 Remote and In-Person Crisis Response Upon Police Request
- Fringe benefits (10%) for FICA and State Unemployment Insurance

**X. Resident Fees**

Residents in need of more intense or specialized services that are offered by NEDFYS but are beyond the scope of those listed under Section II may be referred to other qualified NEDFYS staff for these services. Referrals will be made based on resident request or social worker recommendation only. Payment for these services will be the responsibility of the resident, either through a fee for service agreement or private insurance. Examples of such services include:

- Individual Therapy
- Family Therapy
- Group Therapy

**XI. Access to Other Services Offered by NEDFYS**

NEDFYS offers an array of programs and services that may benefit residents of **Bartlett, DuPage County**, who come to the attention of police. Bartlett Police Department will have priority access to the following services at no cost to the Village of Bartlett:

- Juvenile Station Adjustment Program
- Family-based intervention for juvenile domestic violence
- Youth Crisis Intervention and Family Stabilization Services

**XII. Invoicing and Payment for Services**

NEDFYS will provide the Village of Bartlett with an invoice for allowable costs under this contract on or before the 10<sup>th</sup> of each month. Payment to NEDFYS shall be made within 45 days of the date of the invoice, either via electronic funds transfer or by check. If by check, payment should be sent to the following address:

Northeast DuPage Family and Youth Services  
3 Friendship Plaza  
Addison, Illinois 60101  
Attn: Shannon Hartnett

NORTHEAST DUPAGE FAMILY AND YOUTH SERVICES

VILLAGE OF BARTLETT

By: \_\_\_\_\_

By: \_\_\_\_\_

Shannon Hartnett, Executive Director

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



# Agenda Item Executive Summary

Item Name: Resolution for the Annual 2023 Motor Fuel Tax (MFT) General Maintenance Program      Committee or Board: Board

## BUDGET IMPACT

Amount:	\$2,075,000	Budgeted	\$2,075,000
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List what fund	MFT Fund
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## EXECUTIVE SUMMARY

Enclosed is a Maintenance Resolution for consideration by the Village Board in order to use MFT funds for the annual General Maintenance Program. This program includes street resurfacing, crack sealing pavements, pavement marking, pavement preservation, sidewalk/curb and gutter repairs, and bike path maintenance. The referenced resolution is being submitted in the amount of \$2,075,000 and will commit funds to these projects. Funds not used will be credited back to the MFT account for use on other projects.

## ATTACHMENTS (PLEASE LIST)

Memo  
IDOT Resolution for Maintenance

## ACTION REQUESTED

For Discussion Only

✓ Resolution

Ordinance

✓ Motion: MOVE TO APPROVE RESOLUTION #2023-\_\_\_\_-R, A RESOLUTION AUTHORIZING THE USE OF MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$2,075,000.00 TO PAY FOR THE COST OF CONSTRUCTION FOR ALL FY2023/2024 MFT GENERAL MAINTENANCE PROGRAM PROJECTS.

Staff: Nick Talarico, Civil Engineer

Date: 4/24/2023

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Nick Talarico, Civil Engineer  
**Subject:** Resolution for the Annual 2023 MFT General Maintenance Program  
**Date:** April 24, 2023

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Enclosed is a Maintenance Resolution for consideration by the Village Board in order to use MFT funds for the annual General Maintenance Program. This program includes street resurfacing, crack sealing pavements, pavement marking, pavement preservation, sidewalk/curb and gutter repairs, and bike path maintenance. The resolution consists of the following items and amounts:

• 2023 Various Streets Resurfacing (Engineering & Construction)	\$ 1,350,000.00
• Crack Sealing Pavements	\$ 125,000.00
• Pavement Marking	\$ 50,000.00
• Pavement Preservation	\$ 150,000.00
• Sidewalk / Curb & Gutter Repairs	\$ 200,000.00
• Bike Path Improvements	\$ 200,000.00
	<b>\$ 2,075,000.00</b>

The referenced resolution is being submitted in the amount of \$2,075,000.00 and will commit funds to these projects. Funds not used will be credited back to the MFT account for use on other projects.

I am requesting that you place this resolution on the next available Board agenda for action.

**MOTION**

**MOVE TO APPROVE RESOLUTION #2023-\_\_\_\_-R, A RESOLUTION AUTHORIZING THE USE OF MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$2,075,000.00 TO PAY FOR THE COST OF CONSTRUCTION FOR ALL FY2023/2024 MFT GENERAL MAINTENANCE PROGRAM PROJECTS.**



District	County	Resolution Number	Resolution Type	Section Number
1	Cook	2023-??	Original	23-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Bartlett Illinois that there is hereby appropriated the sum of two million, seventy five thousand, and 0/100 Dollars ( \$2,075,000.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/23 to 12/31/23 .  
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Bartlett shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Lorna Giless Village Clerk in and for said Village of Bartlett in the State of Illinois, and keeper of the records and files thereof, as

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees of Bartlett at a meeting held on 05/02/23 .  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 2nd day of May, 2023 .  
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

**APPROVED**

Regional Engineer Signature & Date  
 Department of Transportation



# Agenda Item Executive Summary

Item Name      2023 Road Resurfacing Engineering Services      Committee or Board      Board  
Award

<b>BUDGET IMPACT</b>			
Amount:	\$151,928	Budgeted	\$1,300,000 Total
List what fund	MFT		

## EXECUTIVE SUMMARY

Engineering Staff sent out a Statement of Interest regarding the engineering services for the road resurfacing project this year. Lakewood Mills Subdivision and Sayer Road are planned to be resurfaced this year. Statements of Interest were due back to Public Works by March 15<sup>th</sup>. Six (6) firms submitted Statements. Staff reviewed the Statements of Interests, considered current workloads of the firms both within the Village and surrounding areas and past projects of similar size and scope. After careful consideration, Staff requested a proposal from Bollinger Lach and Associates (BLA), Inc. This process was required in order to utilize MFT funds to pay for the services.

BLA has submitted a proposal to perform the Phase II and III Engineering Services for the 2023 Road Resurfacing Project. The proposal includes agency coordination, plan design, survey work, bidding, construction observation and IDOT documentation. The proposal and agreement are attached for your review.

**RECOMMENDATION**  
Staff recommends entering into the professional services agreement between Bollinger Lach and Associates, Inc. and the Village of Bartlett for the Phase II and III Engineering Services for the 2023 Road Resurfacing Project.

## ATTACHMENTS (PLEASE LIST)

Memo  
Resolution  
IDOT Engineering Services Agreement

## ACTION REQUESTED

- For Discussion Only
- ✓ Resolution
- Ordinance
- ✓ Motion: **MOVE TO APPROVE RESOLUTION # 2023-\_\_\_\_-R, A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND BOLLINGER LACH AND ASSOCIATES, INC. FOR THE 2023 ROAD RESURFACING PROJECT PHASE II & III ENGINEERING**

Staff:      Tyler Isham, Assistant Director of Public Works      Date:      4/24/2023

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Tyler Isham, Assistant Director of Public Works  
**Subject:** **2023 Road Resurfacing Engineering Services Award**  
**Date:** April 24, 2023

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## **BACKGROUND**

Engineering Staff sent out a Statement of Interest regarding the engineering services for the road resurfacing project this year. Lakewood Mills Subdivision and Sayer Road are planned to be resurfaced this year. Statements of Interest were due back to Public Works by March 15<sup>th</sup>. Six (6) firms submitted Statements. Staff reviewed the Statements of Interests, considered current workloads of the firms both within the Village and surrounding areas and past projects of similar size and scope. After careful consideration, Staff requested a proposal from Bollinger Lach and Associates (BLA), Inc. This process was required in order to utilize MFT funds to pay for the services.

## **DISCUSSION**

BLA has submitted a proposal to perform the Phase II and III Engineering Services for the 2023 Road Resurfacing Project. The proposal includes agency coordination, plan design, survey work, bidding, construction observation and IDOT documentation. The proposal and agreement are attached for your review.

## **RECOMMENDATION**

Staff recommends entering into the professional services agreement between Bollinger Lach and Associates, Inc. and the Village of Bartlett for the Phase II and III Engineering Services for the 2023 Road Resurfacing Project.

## **MOTION**

**I MOVE TO APPROVE RESOLUTION #2023-\_\_\_\_-R, A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND BOLLINGER LACH AND ASSOCIATES, INC. FOR THE 2023 ROAD RESURFACING PROJECT PHASE II & III ENGINEERING**

RESOLUTION 2023 - \_\_\_\_\_-R

**A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE VILLAGE OF BARTLETT AND BOLLINGER LACH AND  
ASSOCIATES, INC. FOR THE 2023 ROAD RESURFACING PROJECT PHASE II AND  
III ENGINEERING**

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**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** The Agreement dated May 2, 2023, between the Village of Bartlett and Bollinger Lach and Associates, Inc. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village President is hereby authorized and directed to sign the Agreement on behalf of the Village of Bartlett.

**SECTION THREE: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

**SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS.** All prior Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

**ROLL CALL VOTE:**

AYES:

NAYS:

ABSENT:

PASSED: **May 2, 2023**

APPROVED: **May 2, 2023**

\_\_\_\_\_  
**Kevin Wallace, Village President**

**ATTEST:**

\_\_\_\_\_  
**Lorna Giles, Village Clerk**

**C E R T I F I C A T I O N**

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - \_\_\_\_\_-R enacted on May 2, 2023 and approved on May 2, 2023, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
**Lorna Giles, Village Clerk**



Local Public Agency Engineering Services Agreement

Using Federal Funds? [ ] Yes [x] No Agreement For: MFT PE-CE Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency: Village of Bartlett County: DuPage Section Number: 23-00000-00-GM Job Number: Contact Name: Robert Allen Phone Number: (630) 837-0811 Email: rallen@bartlett.il.gov

SECTION PROVISIONS

Local Street/Road Name: Various Key Route: Naperville Rd Length: 2.0 miles Structure Number: N/A Location Termini: Various Add Location Remove Location

Project Description: 2023 MFT Resurfacing Program. Project generally consists of the resurfacing of various streets, ADA improvements, spot curb and gutter, and restoration work. Naperville Rd is from Munger Rd north for approx. 0.25 miles and the remainder of streets are all the streets in the Lakewood Mill Subdivision.

Engineering Funding: [x] MFT/TBP [ ] State [ ] Other Anticipated Construction Funding: [ ] Federal [x] MFT/TBP [ ] State [ ] Other

AGREEMENT FOR

[ ] Phase I - Preliminary Engineering [x] Phase II - Design Engineering [x] Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name: BLA, Inc. Contact Name: Jeremie Lukowicz Phone Number: (630) 438-6400 Email: jlukowicz@bla-inc.com Address: 333 Pierce Rd, Suite 200 City: Itasca State: IL Zip Code: 60143

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

## AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheets (BLR 05513 or BLR 05514 )
- EXHIBIT \_\_\_ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- EXHIBIT E: Workhour Summary
- EXHIBIT F: Subconsultant Proposal
- \_\_\_\_\_

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA:
  - (a) For Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
  - (b) For Construction Engineering: The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. For Construction Engineering Contracts:
  - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
  - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COSTS tab in BLR 05513 or BLR 05514).

## II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
  - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
  - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
  - (c) For Non-Federal County Projects - (605 ILCS 5/5-409)
    - (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
    - (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

### Method of Compensation

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee:      Anniversary

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where  $FF = (0.33 + R) DL + \%SubDL$ , where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

**Field Office Overhead Rates:** Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

## III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the FHWA or any authorized representative of the federal government, and to provide full access to all relevant materials.

Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. The the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.
8. Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.
9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or

grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or those entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy to maintain a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the DEPARTMENT agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
12. For Preliminary Engineering Contracts:
  - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
13. For Construction Engineering Contracts:
  - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
  - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provide for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
  - (c) That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
  - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE

shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.

- (e) Inspection of all materials when inspection is not provided at the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
BLA, Inc.	36-4263432	\$133,362.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Rubino Engineering, Inc.	80-0450719	\$18,566.00
Subconsultant Total		\$18,566.00
Prime Consultant Total		\$133,362.00
Total for all work		\$151,928.00

**AGREEMENT SIGNATURES**

Executed by the LPA:

Attest: The  of

of

By (Signature & Date)

By (Signature & Date)

Clerk

(SEAL)

Executed by the ENGINEER:

Attest:

By (Signature & Date)

By (Signature & Date)

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Bartlett	BLA, Inc.	DuPage	23-00000-00-GM

**EXHIBIT A  
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Design Engineering Services (Phase II Engineering) and Construction Engineering Services (Phase III Engineering) to assist the Village of Bartlett staff with its 2023 MFT Resurfacing Program. Scope of Phase II Engineering work shall generally consist of the topographic survey, plan design, specification creation, obtain permits, and Rubino will perform geotechnical analysis.

Scope of Phase III Engineering work shall generally consist of full-time observation to ensure the contractor adheres to the proposed plans and specifications, documentation and measurement of all contract quantities, preparing and submitting for approval contractor pay estimates, and utilizing sound engineering judgment for situations which may arise during construction.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Bartlett	BLA, Inc.	DuPage	23-00000-00-GM

**EXHIBIT B  
PROJECT SCHEDULE**

<p>Notice to Proceed: May 2023  Kickoff Meeting with Village and IDOT: May 2023  Topographic Survey &amp; CCDD Field Work: May-June 2023  Submit Prefinal Plans, Specifications, and Estimate to Village and IDOT: June 2023  Submit Final Plans, Specifications, and Estimate to Village and IDOT: July 2023  Letting: July 2023  Construction Completed October 2023</p>
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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Bartlett	BLA, Inc.	DuPage	23-00000-00-GM

**Exhibit C  
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

**Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.**

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Technical Approach	20%
Firm Experience	20%
Specialized Expertise	10%
Staff Capabilities (Prime/Sub)	20%
Past Performance on Similar Projects	30%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

Top three consultants ranked for this project in order

1	<input type="text" value="BLA, Inc."/>
2	<input type="text" value="Baxter &amp; Woodman"/>
3	<input type="text" value="ESI Consultants Ltd."/>

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Bartlett	BLA, Inc.	DuPage	23-00000-00-GM
16 LPA is a home rule community (Exempt from QBS).			<input type="checkbox"/> <input checked="" type="checkbox"/>



<b>Local Public Agency</b> Village of Bartlett	<b>County</b> DuPage	<b>Section Number</b> 23-00000-00-GM
<b>Prime Consultant (Firm) Name</b> BLA, Inc.	<b>Prepared By</b> Jeremie Lukowicz	<b>Date</b> 4/19/2023
<b>Consultant / Subconsultant Name</b> BLA, Inc.	<b>Job Number</b>	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

**PAYROLL ESCALATION TABLE**

<b>CONTRACT TERM</b>	<b>MONTHS</b>	<b>OVERHEAD RATE</b>
6		121.69%
<b>START DATE</b>	<b>RAISE DATE</b>	<b>COMPLEXITY FACTOR</b>
5/15/2023	ANNIVERSARY	0
		<b>% OF RAISE</b>
		2.00%

**ESCALATION PER YEAR**

DETERMINE THE MID POINT OF THE AGREEMENT

3

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

0.50%

The total escalation for this project would be: 0.50%

**Local Public Agency**

**County**

**Section Number**

Village of Bartlett

DuPage

23-00000-00-GM

**Consultant / Subconsultant Name**

**Job Number**

BLA, Inc.

**PAYROLL RATES**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

<b>MAXIMUM PAYROLL RATE</b>	<b>86.00</b>
<b>ESCALATION FACTOR</b>	<b>0.50%</b>

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Principal	\$86.00	\$86.00
Director of Construction Engineering	\$86.00	\$86.00
Director of Environmental Services	\$86.00	\$86.00
Director of Preliminary Design Services	\$86.00	\$86.00
Director of Municipal Services	\$62.50	\$62.81
Director of Administration	\$68.27	\$68.61
Senior Project Manager	\$70.20	\$70.55
Project Manager	\$46.44	\$46.67
Project Engineer	\$43.00	\$43.22
Office Engineer	\$49.64	\$49.89
Design Engineer	\$32.78	\$32.94
Senior Resident Engineer	\$70.00	\$70.35
Resident Engineer	\$50.00	\$50.25
Construction Engineer I	\$30.80	\$30.95
CAD Tech II	\$32.00	\$32.16
Sr. Marketing Coordinator/Public Outreach	\$37.26	\$37.45
Marketing Coordinator/Public Outreach	\$30.00	\$30.15
Billing & Payroll/HR Specialist	\$36.25	\$36.43
Administrative Assistant	\$28.00	\$28.14
Senior Transportation Engineer	\$69.33	\$69.68
Engineering Intern	\$20.00	\$20.10



Local Public Agency

Village of Bartlett

County

DuPage

Section Number

23-00000-00-GM

Consultant / Subconsultant Name

BLA, Inc.

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project. EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

Table with 5 columns: ITEM, ALLOWABLE, QUANTITY, CONTRACT RATE, TOTAL. Rows include Lodging, Air Fare, Vehicle Mileage, Vehicle Owned or Leased, etc.

TOTAL DIRECT COSTS: \$5,286.40



PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			S.01 Topographic Survey			E.01 Phase II Engineering			E.02 Phase III Engineering					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00	0.0														
Director of Construction Engineering	86.00	20.0	1.96%	1.68												
Director of Environmental Services	86.00	0.0														
Director of Preliminary Design Services	86.00	0.0														
Director of Municipal Services	62.81	82.0	8.02%	5.04			82	17.01%	10.69							
Director of Administration	68.61	0.0														
Senior Project Manager	70.55	0.0														
Project Manager	46.67	0.0														
Project Engineer	43.22	400.0	39.14%	16.91			400	82.99%	35.86							
Office Engineer	49.89	0.0														
Design Engineer	32.94	0.0														
Senior Resident Engineer	70.35	0.0														
Resident Engineer Construction	50.25	520.0	50.88%	25.57			120	100.00%	50.25			400	95.24%	47.86		
Engineer I	30.95	0.0														
CAD Tech II	32.16	0.0														
Sr. Marketing Coordinator/Public Outreach	37.45	0.0														
Marketing Coordinator/Public Outreach	30.15	0.0														
Billing & Payroll/HR Specialist	36.43	0.0														
Administrative Assistant	28.14	0.0														
Senior Transportation Engineer	69.68	0.0														
Engineering Intern	20.10	0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
<b>TOTALS</b>		1022.0	100%	\$49.20	120.0	100.00%	482.0	100%	\$46.55	420.0	100%	\$51.95	0.0	0%	\$0.00	\$0.00

**BLA Manhours**  
**PROJECT: 2023 MFT Resurfacing**  
**Village of Bartlett**  
**Exhibit E**

**Design Engineering Manhours - Phase II**

<u>ITEM</u>	<u># OF SHEETS</u>	<u>MH PER SHEET</u>	<u>TOTAL MH'S</u>
<b><u>PHASE II PLAN SET</u></b>			
Title Sheet	1	4	4
General Notes, Index, Standards	1	2	2
Summary of Quantities @ 14 items / sheet [IDOT std]	3	8	24
Typical Sections (2 existing, 2 proposed, notes, legend, mix-chart)	2	8	16
Schedule of Quantities	2	8	16
Alignment, Ties, and Benchmarks	2	8	16
Roadway Removal Plans (600' scale, 2 panel views @ 4 hrs/view)	10	8	80
Roadway Plan & Pavement Marking (600' scale, 2 panel views @ 8 hrs/view)	10	16	160
Drainage Plans (600' scale, plan and profile, @ 6 hours/sheet)	0	6	0
Erosion and Landscaping Restoration (600' scale, 2 panel views @ 4 hrs/view)	0	8	0
ADA Ramps (13 intersections @ 2 per sheet @ 4 hours / intersection)	7	8	56
District One Details / Village Specific Details	10	1	10
Cross Sections (Every 50' through the reconstruction limits, 210 sections total) (4 sections per sheet)	0	4	0
Total Sheets	48	<b>Subtotal</b>	384
<b><u>PHASE II - ADDITIONAL REQUIREMENTS</u></b>			
Estimate of Cost (2 Submittals @ 6 hours each)			12
Estimate of Time (2 Submittals @ 1 hour each)			2
Special Provisions and Specifications / Bid Documents (IDOT & Bartlett)			32
IDOT Coordination			8
Environmental Survey Request & Historical Submittal			8
Utility Coordination / Adjustment of Structures			8
Site Visit (2 visits with 2 people @ 4 hour each person)			16
Meetings (2 meeting with 3 people @ 2 hours each person)			12
<b>Total</b>			<b>482</b>

**BLA Manhours**  
**PROJECT: Crescent Avenue & Ellis Street**  
**Village of Bartlett**  
**Exhibit E**

**Direct Cost - Phase II**

**60% PRELIMINARY PLANS - Village / Utilities**

	<u>Sheets</u>	<u>Sets</u>	<u>\$/Sht</u>			
Quarter size plans (11x17) - 2 check set	61	2	\$0.10	=	\$	12.20
Review set (11x17)	61	2	\$0.10	=	\$	12.20

**Preliminary Total** \$ 12.20

**90% PRE-FINAL PLANS - IDOT / Village / Utilities**

Quarter size plans (11x17) - 2 Bartlett/IDOT each	61	4	\$0.10	=	\$	24.40
Quarter size plans (11x17) - 3 Utilities	61	3	\$0.10	=	\$	18.30
Special provisions and Estimates - 1 Bartlett/IDOT each	250	2	\$0.10	=	\$	50.00
Review set plans (11x17)	61	2	\$0.10	=	\$	12.20
Review set specs	250	2	\$0.10	=	\$	50.00

**Pre-Final Total** \$ 92.70

**100% FINAL PLANS - IDOT / Village / Utilities**

Quarter size plans (11x17) - 2 Bartlett/IDOT each	61	4	\$0.10	=	\$	24.40
Quarter size plans (11x17) - 3 Utilities	61	3	\$0.10	=	\$	18.30
Special provisions and Estimates - 1 Bartlett/IDOT each	250	2	\$0.10	=	\$	50.00
Construction plans (11x17)	61	4	\$0.10	=	\$	24.40
Construction special provisions	250	2	\$0.10	=	\$	50.00

**Final Total** \$ 117.10

**VEHICLES**

6 Vehicle Days x \$65.00/day	6	=	\$65.00		\$	240.00
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**Grand Total** \$ **462.00**

# 2023 MFT Resurfacing

Village of Bartlett

Exhibit E

BLA, Inc.

## Projected Monthly Manpower Schedule, Phase III

Month Number	2023												Total Hours		
	1	2	3	4	5	6	7	8	9	10	11	12		13	14
BLA, Inc.	Completion Date														
	01/01/23	02/01/23	03/01/23	04/01/23	05/01/23	06/01/23	07/01/23	08/01/23	09/01/23	10/1/2023 -	11/01/23	12/01/23	01/01/24	02/01/24	
Principal															
Director of Const Eng (PM)							2	8	8	2					0
Construction Engineer (RE)							40	160	160	40					20
Director of Muni Serv															400
															0
															0
															0
															0
															0
Totals	0	0	0	0	0	0	42	168	168	42	0	0	0	0	420
Cummulative Manhours	0	0	0	0	0	0	42	210	378	420	420	420	420	420	
Multiplier	0.0000														
Vehicle Days	6 22 22 22 5													55	
<b>DIRECT COSTS</b>															
Vehicle Costs	\$3,575.00														
Phone/ Radio	\$ 115.00														
Printing	\$ 3,690.00														
Web Site Establishment	-														

Normal Work Week: Days/Month	22
8 hrs/day	174
9 hrs/day	196
9 hrs/day + 2 Saturdays.	212
10 hrs /day	218
10 hrs/day + Sat.	224

April 20, 2023

To: Jeremie Lukowicz  
BLA, Inc.  
333 Pierce Road, Suite 200  
Itasca, IL 60143  
630.438.6400

Re: Proposal - Geotechnical Exploration  
Proposed Bartlett MFT Program  
Various Streets  
Bartlett, Illinois

Proposal No. Q23.185g\_REV1

Via email: [jlukowicz@bla-inc.com](mailto:jlukowicz@bla-inc.com)

Dear Mr. Lukowicz,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Jeremie Lukowicz of BLA, Inc. via email on April 13, 2023 .

### PROJECT UNDERSTANDING

Rubino understands that BLA, Inc. is planning to aid the Village of Bartlett in the design and construction of their MFT road program this year. The project consists of mostly resurfacing with spot curb and gutter and ADA improvements. Rubino has been requested to perform soil borings, pavement cores, and CCDD testing for this project.

#### Information received:

- RFP email from Jeremie Lukowicz of BLA, Inc. on April 13, 2023 .
- "Project Map for Geotech" prepared by BLA, Inc.

#### Revisions:

- Revision to revise proposal cost to match BLR form.

Location: Naperville Rd



Location: Lakewood Mill Subdivision



### Field Services Scope of Services Summary

Additional Scope discussion can be found in subsequent pages of this proposal

<b>Client Notification Needed prior to mobilization</b>	Please notify Rubino if this is needed upon project authorization
<b>Site Access</b>	Open site
<b>Permit Needs</b>	Naperville Road – Cook County Permit
<b>Soil Sampling Method Proposed</b>	Track-mounted Geoprobe Drill Rig & Core Machine
<b>Traffic Control Needs</b>	Flaggers along Naperville Road
<b>Boring Location Plan</b>	See below for aerial / KMZ
<b>Soil Sampling</b>	SPT – 2 ½ ft to 5 feet or DCP and Direct Push
<b>Backfill Needs</b>	Cuttings, excess spoils remain on site
<b>Patching</b>	Cold Patch and Quikrete
<b>CCDD</b>	662 – soil grabs at all borings + pH

#### Shallow Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas. Rubino proposes the drilling scope of work as detailed below:

NUMBER OF SHALLOW BORINGS	NUMBER OF CORES WITH PAVEMENT THICKNESS	DEPTH (FEET BEG*)	LOCATION
5	--	5	Lakewood Mill Subdivision
--	7	2 feet max	
1	--	5	Naperville Road
--	1	2 feet Max	
<b>6</b>	<b>8</b>	<b>30</b>	
<b>Total Borings</b>	<b>Total Cores</b>	<b>Total Lineal Feet</b>	

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

### SCOPE OF SERVICES DISCUSSION

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

### Site Access

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe drilling equipment and pick-up truck with coring equipment.

### Traffic Control

Rubino anticipates that traffic control will be necessary along Naperville Road. Rubino will subcontract a traffic control company to provide flaggers.

### Boring Locations

The approximate proposed boring locations are shown below. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.



Exhibit 1) Showing proposed 7 core locations (blue) and 5 boring locations (yellow) in Lakewood Mill Subdivision south of Bartlett Road



Exhibit 2) Showing proposed 1 core location (blue) and 1 boring location (yellow) along Naperville Road north of Bartlett Road

### SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 5 feet.

### Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and asphalt cold patch or Quikrete. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

### Geotechnical Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
Atterberg Limits	1	Split spoon, bulk, or Shelby Tube
Moisture Content	5	Cohesive Samples
Organic Content	14	Split spoon, bulk, or Shelby Tube

### CCDD TESTING – LPC 662 ONLY

Rubino will obtain a "Potential Impacted Property" (PIP) evaluation of the area near the proposed roadway improvements.

If the PIP evaluation indicates no further testing is needed for form LPC-662, Rubino will composite soil samples from each borehole for soil analytical testing in general compliance with the IEPA CCDD requirements.

- PIP Evaluation (Historical & Regulatory)
  - 2 Eris Report
- Soil Analytical Tests:
  - pH (6 total tests)
- P.E. Certification (LPC #662)
- *LPC-662 CCDD Certification, as applicable*

Please note that CCDD certification requirements vary depending on the dump site. The above scope should be reviewed by the proposed dump site to determine compliance with the site's specific requirements.

### GEO REPORT

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
- *Geotechnical recommendations pertaining to:*
  - *Subgrade preparation*
  - *Subgrade Stability*
  - *Estimated IBV value at each boring location if subgrade soils will be exposed*
  - *Pavement Core Summary table including photos and measurements*
- *Construction considerations, including temporary excavation and construction control of water*

An electronic copy of the report will be provided. The report will be addressed to BLA, Inc..

### PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	10 – 15
Field work including site layout and drilling	5
Laboratory Testing	10 – 12
Preparation of the Geotechnical Report	10
CCDD Field and Reporting	15 - 20

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

### UTILITY LOCATE AND OUTSIDE SERVICES

Rubino will coordinate contacting the Utility “One-Call” for public utility clearance prior to the start of drilling activities. It is Rubino’s experience that this service does not mark the locations of privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

### FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a cost plus fixed fee basis per the attached CECS. Based on the scope of services outlined above, the fee will be \$12,225.

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

### Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the existence of adequate bearing

materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

### AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

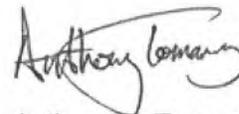
Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

#### RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE  
President



Anthony T. Tomaras  
Project Manager

Attachments:      Proposal Acceptance and Data Sheet  
                            Schedule of Services and Fees  
                            General Conditions

\*\*This is an electronic copy. Hard Copies of this proposal are available upon request.

**PROPOSAL ACCEPTANCE:**

<b>AGREED TO, THIS</b> _____ <b>DAY OF</b> _____ , 202__.
<b>BY (please print):</b> _____
<b>TITLE:</b> _____
<b>COMPANY:</b> _____
<b>SIGNATURE:</b> _____

**PROJECT INFORMATION:**

1. Project Name: \_\_\_\_\_
2. Project Location: \_\_\_\_\_
3. Your Job No: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_
4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
5. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
6. Number and Distribution of Reports:  
( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_ Attn: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_  
  
( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_  
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Attn: \_\_\_\_\_ Attn: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_
7. Invoicing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_
8. Other Pertinent Information Or Previous Subsurface Information Available:  
\_\_\_\_\_  
\_\_\_\_\_

**Rubino Engineering, Inc.**  
**2023 Schedule of Geotechnical Services & Fees**

**ENGINEERING**

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Principal Engineer	Per Hour	\$	185.00
Project Engineer/Manager	Per Hour	\$	135.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	105.00

**SUBSURFACE EXPLORATION**

Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	\$	650.00
Hourly Rate Drilling	Per Hour	\$	475.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

**LABORATORY TESTING**

Moisture Content Test / Visual Classification	Each	\$	7.00
Atterberg Limits Determination (LL, PL)	Each	\$	65.00
Combined Hydrometer & Sieve Analysis	Each	\$	130.00
Sieve Analysis (washed)	Each	\$	85.00
Unconfined Compression Test, with Stress-Strain Curve	Each	\$	95.00
Density Determination	Each	\$	15.00
Specific Gravity Determination	Each	\$	65.00
Organic Content Determination Test (loss on ignition)	Each	\$	15.00
One-Dimensional Consolidation Test (ASTM D-2435)	Each	\$	750.00
Triaxial Testing (TXC-CIU) 3-Point Envelope	Each	\$	1,300.00

**FEE REMARKS**

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 10) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional services rates are exclusive of expert deposition or testimony time.
- 14) Drilling and field service rates are based on OSHA Level D personnel protection.
- 15) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 16) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577

RUBINENG

**ACORD** CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 9/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger PHONE (A.C. No. Ext): 630 625-5219 FAX (A.C. No.): 610 537-4939 E-MAIL ADDRESS: AECertificates@usi.com
	INSURER(S) AFFORDING COVERAGE INSURER A : RLI Insurance Company INSURER B : Berkley Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LITE	TYPE OF INSURANCE	ADDL BUSN INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PSB0003777	09/01/2022	09/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISE \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		PSA0001881	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED RETENTION \$		PSE0002142	09/01/2022	09/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	PSW0002789	09/01/2022	09/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH EL, EACH ACCIDENT \$1,000,000 EL, DISEASE - EA EMPLOYEE \$1,000,000 EL, DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability		AEC905800703	09/01/2022	09/01/2023	\$2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability is written on a 'claims made' policy form.  
 Some or all officers are excluded from Workers Compensation coverage.  
 Contractors Pollution Liability Coverage:  
 Insurance Carrier - Capitol Specialty Insurance Corporation (NAIC #10328)  
 (See Attached Descriptions)

CERTIFICATE HOLDER Rubino Engineering, Inc.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## GENERAL CONDITIONS

**1. PARTIES AND SCOPE OF SERVICES:** Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

**2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

**3. SCHEDULING OF SERVICES:** The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

**4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

**5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

**6. RESPONSIBILITY:** Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

**8. PAYMENT:** Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

**9. STANDARD OF CARE:** RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

**10. INDEMNITY:** To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

**11. TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related charges.

**12. DISPUTE RESOLUTION:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

**13. WITNESS FEES:** Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

**14. NO HIRE:** Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

**15. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

**16. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

**17. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

**Rubino Engineering, Inc.**



<b>Local Public Agency</b> The Village of Bartlett	<b>County</b> Cook	<b>Section Number</b>
<b>Prime Consultant (Firm) Name</b> BLA, Inc.	<b>Prepared By</b> Anthony Tomaras	<b>Date</b> 4/19/2023
<b>Consultant / Subconsultant Name</b> Rubino Engineering, Inc.	<b>Job Number</b>	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

MFT Road Program along various streets in Bartlett, IL

**PAYROLL ESCALATION TABLE**

CONTRACT TERM	12	MONTHS	OVERHEAD RATE	169.03%
START DATE	4/20/2023		COMPLEXITY FACTOR	
RAISE DATE	3/1/2024		% OF RAISE	2.00%
END DATE	4/19/2024			

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	Contract	% of
0	4/20/2023	3/1/2024	11	91.67%	
1	3/2/2024	4/1/2024	1	8.50%	





## Local Public Agency

The Village of Bartlett

## County

Cook

## Section Number

## Consultant / Subconsultant Name

Rubino Engineering, Inc.

## Job Number

## DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	4	\$65.00	\$260.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)	1	\$2,800.00	\$2,800.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	1	\$310.00	\$310.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Drill Rig Mobilization	In house direct cost	1	\$650.00	\$650.00
ERIS Report	Outside Direct Cost	1	\$500.00	\$500.00
Cook County Permit	Outside Direct Cost	1	\$750.00	\$750.00
Pavement Cores	In house direct cost	8	\$220.00	\$1,760.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$7,030.00</b>







**PROPOSAL**

April 20, 2023

To: Jeremie Lukowicz  
BLA, inc.  
333 Pierce Road, Suite 200  
Itasca, IL 60143  
630.438.6400

Re: **QA Materials Testing Services**  
Bartlett MFT Program  
Various Streets  
Bartlett, Illinois

Proposal No. Q23.185

Via email: [jlukowicz@bla-inc.com](mailto:jlukowicz@bla-inc.com)

Dear Mr. Lukowicz,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA materials testing and inspection services for the above referenced project.

**PROJECT UNDERSTANDING**

Rubino Engineering, Inc. received material quantities from Jeremie Lukowicz of BLA, Inc, on April 13, 2023 and the following outlines our understanding of the requested scope of services:

**General Scope of Services**

**BITUMINOUS PAVING AND CONCRETE**

- QA Field testing of hot mix asphalt (HMA) – density by the nuclear method
- QA Laboratory testing of HMA - Bulk SG, Max SG, and Loss on Ignition
- QA Field testing of uncured concrete and inspection of reinforcing steel
  - Slump, air, temperature, and casting of cylinders
  - Laboratory testing of cured concrete – compressive strength

**Extras**

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal. Based on your email on April 13, 2023, the following summarizes our estimate for testing and is subject to change based on final scheduling:

Material	Estimated Number of trips	Half / Full Day *
BITUMINOUS PAVING	2	Full (8 hours)
CONCRETE	2	Full (8 hours)

\*Portal to Portal

## FEES

The work will be accomplished on a CECS in accordance with the attached BLR 05514 Cost Estimate and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal. The estimated fee is **\$6,341**.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

## PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

<https://rubinoeng.com/schedule-field-testing>

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: [scheduling@rubinoeng.com](mailto:scheduling@rubinoeng.com)

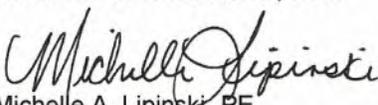
Please call the office with any questions or changes to the schedule between 8am to 4pm.

## CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

**RUBINO ENGINEERING, INC.**

  
Michelle A. Lipinski, PE  
President  
[michelle.lipinski@rubinoeng.com](mailto:michelle.lipinski@rubinoeng.com)

RUBINO ENGINEERING, INC. IS:  
AN AASHTO-ACCREDITED LABORATORY  
IDOT PREQUALIFIED  
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

### AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

<b>AGREED TO, THIS</b> _____ <b>DAY OF</b> _____ , 20__.
<b>BY (please print):</b> _____
<b>TITLE:</b> _____
<b>COMPANY:</b> _____
<b>SIGNATURE:</b> _____

### PROJECT INFORMATION:

1. Project Name: \_\_\_\_\_
2. Project Location: \_\_\_\_\_
3. Your Job No: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_
4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
5. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
6. Number and Distribution of Reports:  
( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_  
Attn: \_\_\_\_\_ Attn: \_\_\_\_\_  
**Email:** \_\_\_\_\_ **Email:** \_\_\_\_\_  
  
( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_  
Attn: \_\_\_\_\_ Attn: \_\_\_\_\_  
**Email:** \_\_\_\_\_ **Email:** \_\_\_\_\_
7. Invoicing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
**Email:** \_\_\_\_\_
8. Other Pertinent Information Or Previous Subsurface Information Available:  
\_\_\_\_\_  
\_\_\_\_\_

**REMARKS**

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577

RUBINENG

**ACORD** CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 9/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Svcs LLC Euclid-Prot 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: <b>Laurie Cloninger</b>	
	PHONE (A.C. No. Ext): <b>630 625-5219</b> FAX (A.C. No.): <b>610 537-4939</b> EMAIL ADDRESS: <b>AECertificates@usi.com</b>	
INSURED <b>Rubino Engineering, Inc.</b> 425 Shepard Dr Elgin, IL 60123	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>RLI Insurance Company</b>	<b>13056</b>
	INSURER B : <b>Berkley Insurance Company</b>	<b>32603</b>
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISSUE LTR	TYPE OF INSURANCE	ADDL INSR	SUBR DIVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PSB0003777	09/01/2022	09/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED. EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIREO AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PSA0001881	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED RETENTION \$			PSE0002142	09/01/2022	09/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			PSW0002789	09/01/2022	09/01/2023	<input checked="" type="checkbox"/> PER <input type="checkbox"/> STA/STP <input type="checkbox"/> OTH (EL) EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			AEC905800703	09/01/2022	09/01/2023	\$2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Professional Liability is written on a 'claims made' policy form.**  
**Some or all officers are excluded from Workers Compensation coverage.**  
**Contractors Pollution Liability Coverage:**  
**Insurance Carrier - Capitol Specialty Insurance Corporation (NAIC #10328)**  
**(See Attached Descriptions)**

CERTIFICATE HOLDER <b>Rubino Engineering, Inc.</b>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## GENERAL CONDITIONS

**1. PARTIES AND SCOPE OF SERVICES:** Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

**2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

**3. SCHEDULING OF SERVICES:** The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

**4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

**5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

**6. RESPONSIBILITY:** Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

**8. PAYMENT:** Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

**9. STANDARD OF CARE:** RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

**10. INDEMNITY:** To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

**11. TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

**12. DISPUTE RESOLUTION:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

**13. WITNESS FEES:** Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

**14. NO HIRE:** Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

**15. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

**16. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

**17. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



<b>Local Public Agency</b> Village of Bartlett	<b>County</b> Cook	<b>Section Number</b>	
<b>Prime Consultant (Firm) Name</b> BLA, Inc.	<b>Prepared By</b> Anthony Tomaras	<b>Date</b> 4/19/2023	
<b>Consultant / Subconsultant Name</b> Rubino Engineering, Inc.	<b>Job Number</b>		

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

MFT Road Program along various streets in Bartlett, IL.

**PAYROLL ESCALATION TABLE**

<b>CONTRACT TERM</b>	12	MONTHS	<b>OVERHEAD RATE</b>	169.03%
<b>START DATE</b>	4/20/2023		<b>COMPLEXITY FACTOR</b>	
<b>RAISE DATE</b>	12/31/2023		<b>% OF RAISE</b>	2.00%
<b>END DATE</b>	4/19/2024			

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	4/20/2023	12/31/2023	9	75.00%
1	1/1/2024	3/31/2024	3	25.50%





**Local Public Agency**

Village of Bartlett

**County**

Cook

**Section Number**

**Job Number**

**Consultant / Subconsultant Name**

Rubino Engineering, Inc.

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	7	\$65.00	\$455.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	1	\$349.00	\$349.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Nuclear Gauge	Inhouse Direct Cost	2	\$44.00	\$88.00
Standard Proctor	Inhouse Direct Cost		\$195.00	\$0.00
Cylinders	Inhouse Direct Cost	20	\$18.00	\$360.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$1,252.00</b>



