

VILLAGE OF DOWNERS GROVE
Report for the Village
4/5/2022

SUBJECT:	SUBMITTED BY:
Award of Contracts for 2022 Material Testing Services	Andy Sikich Public Works Director

SYNOPSIS

A motion is requested to authorize contracts for material testing services for capital improvement projects with the following companies:

- Millennia Professional Services of Downers Grove, Illinois;
- SEECO Consultants, Inc., of Tinley Park, Illinois; and
- INTERRA, Inc., of Bolingbrook, Illinois

Each contract is in an amount not-to-exceed \$50,000.00 plus a 10% (\$5,000) contingency. The total amount for all three contracts is not to exceed \$165,000.

STRATEGIC PLAN ALIGNMENT

The goals for 2021 – 2023 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY22 budget includes \$165,000 for material testing within the construction budgets for various projects. A summary of the funding locations and levels is provided in the following table:

Fund	Allocation Amount
Capital Improvements Fund	\$102,500
Stormwater Fund	\$36,500
Parking Fund	\$4,000
Water Fund	\$22,000
TOTAL	\$165,000

RECOMMENDATION

Approval on the April 5, 2022 consent agenda.

BACKGROUND

Three firms were pre-qualified by the Village for material testing services through a Request for Qualifications that was issued in 2021, for FY22, FY23 and FY24. Unit rates for required testing services were solicited from the pre-qualified firms, with all three firms responding. After reviewing the proposals, Staff has determined all three firms meet the needs of the Village.

Each contract is in an amount not-to-exceed \$50,000.00 plus a 10% (\$5,000) contingency. Services will be provided as requested by Staff and in accordance with the unit prices specified within the contracts.

INTERRA, Inc. and SEECO Consultants, Inc. have satisfactorily provided material testing services for capital improvements projects from 2013 through 2021. Millennia Professional Services has satisfactorily provided material testing services for capital improvements projects in 2019, 2020 and 2021.

ATTACHMENTS

Contracts

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING AN AGREEMENT PROVIDING
FOR AUTOMATIC AID BETWEEN THE VILLAGE OF DOWNERS GROVE
AND THE VILLAGE OF WESTMONT**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Downers Grove (“Downers Grove”) and the Village of Westmont (“Westmont”), providing for automatic aid in the event of fire or disasters, and other matters related thereto, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

Automatic Aid Agreement
Village of Westmont and Village of Downers Grove

THIS AUTOMATIC AID AGREEMENT (“Agreement”) is entered into between the Village of Westmont, an Illinois municipal corporation, through its Fire Department (“Westmont”), and the Village of Downers Grove, an Illinois municipal corporation, through its Fire Department (“Downers Grove”), and is effective this 29th day of July, 2021 (“Effective Date”).

1. Authority

This Agreement is authorized by the Constitution of the State of Illinois (Ill. Const., Art. VII, Sec. 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) which authorize units of government to contract with one another and to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose.

2. Purpose

The purpose of this Agreement is to provide for the Automatic Aid (as defined herein) between the Westmont Fire Department and the Downers Grove Fire Department (each a Member Unit as defined herein) for emergencies, including the dispatch of medic, engine, ladder, squad company, communications vehicle, chief and/or any specialty vehicle, simultaneously with necessary equipment and personnel, to the stricken community to predetermined areas in the event of an emergency.

3. Definitions

- A. Mutual Aid Box Alarm System (MABAS). A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by MABAS Member Units and amended from time to time.
- B. Stricken Unit. A Member Unit which requests aid in the event of an emergency.
- C. Aiding Unit. A Member Unit furnishing equipment, personnel and/or services to a Stricken Unit.
- D. Member Unit. A unit of local government including but not limited to a city, village or fire protection district having a fire department recognized by the State of Illinois; or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately

authorized by the governing body to enter into such an agreement, and to comply with the rules and regulations of MABAS.

- E. **Emergency.** An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.
- F. **Automatic Aid.** The automatic dispatch of an Aiding Unit to a Stricken Community in a predetermined area upon the receipt of a report of an emergency. A minimum of three (3) personnel will respond on all apparatus with the exception of ambulances which will respond with two (2) personnel. If manpower or an Aid Unit is not available, the Stricken Unit must be promptly notified that no assistance will be given.
- G. **Training.** The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of this Agreement.

4. Dispatching

Westmont Incidents

As Addison Consolidated Dispatch Center (ACDC) dispatches for the Westmont Fire Department, calls for service for an emergency where Downers Grove is requested will be entered in DuPage County CAD. Downers Grove will be automatically dispatched in CAD and the call will be sent out through DuPage County Fire Station Alerting including Downers Grove's dispatch radio talkgroup. Responding Downers Grove units will communicate directly with ACDC on FDACDC1 unless otherwise directed.

Downers Grove Incidents

As DuPage Public Safety Communication (Du-Comm) dispatches for the Downers Grove Fire Department, calls for service for an emergency where Westmont is requested will be entered in DuPage County CAD. Westmont will be automatically dispatched in CAD and the call will be sent out through DuPage County Fire Station Alerting including Westmont's dispatch radio talkgroup. Responding Westmont units will communicate directly with Du-Comm on FDSOUTH unless otherwise directed.

5. Cancellation of Requests for Automatic Aid

If upon arrival of the Stricken Unit's first arriving company, it is determined as a result of their investigation that there is no emergency, the Incident Commander or highest ranking officer shall cancel and/or return the automatic Aiding Unit as soon as possible.

6. Equipment Deployed During a Response

Response to Westmont for all reported emergencies will be with a Squad Company, Engine Company, Ladder Company, Medic Unit, Specialty Vehicle or Chief Officer as specified in the most current version of the CAD running orders and MABAS Box Alarm cards for the Westmont Fire Department.

Response to Downers Grove for all reported emergencies will be with a Squad Company, Engine Company, Ladder Company, Medic Unit, Specialty Vehicle or Chief Officer as specified in the most current version of the CAD running orders and MABAS Box Alarm cards for the Downers Grove Fire Department.

7. Control of the Scene of the Emergency

The Incident Commander or highest ranking officer of the Stricken Unit who is present shall assume full responsibility and command for operations at the scene of the emergency. The Aiding Unit shall report to, and shall follow all lawful orders from, the Stricken Unit. However, at all times, the personnel of the Aiding Unit shall remain employees of the Aiding Unit and shall adhere to the policies and procedures of their own employer.

8. Jurisdiction Over Personnel

Emergency responders of an Aiding Unit dispatched to aid a Stricken Unit pursuant to this Agreement shall at all times remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they are otherwise entitled under federal and state laws and under the ordinances of their respective political subdivision. This may include, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an emergency responder is injured or killed while rendering assistance under this Agreement, any benefits which are due shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the emergency responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

9. Inability to Render Automatic Aid

Each Member Unit, through the decision of its Fire Chief or designee, reserves the right to refuse to render Automatic Aid or to recall any or all rendered Automatic Aid, whenever it believes that such refusal or recall is necessary to ensure adequate services, equipment and protection within its own jurisdiction.

10. Training

Each Member Unit will be responsible for familiarization with all areas of response. Interdepartmental Training will be conducted on a regular ongoing basis.

11. Maps and Pre-Plans

Each Member Unit will furnish the other Member Unit with current maps and pre-plans for the Member Unit's areas of response within thirty (30) days of the effective date of this Agreement, and thereafter within thirty (30) days after any updates are made.

12. Expenses of Automatic Aid

All Automatic Aid provided under this Agreement by an Aiding Unit shall be provided without reimbursement from the Stricken Unit. Nothing in this Agreement prohibits an Aiding Unit from seeking reimbursement or defrayment of any expenses incurred in providing Automatic Aid from other third party sources. The Stricken Unit agrees to cooperate with reasonable requests from the Aiding Unit to seek reimbursement or defrayment of Automatic Aid expenses from other third party sources. A Member Unit providing Automatic Aid under this Agreement may bill patients for emergency medical services in accordance with federal and state ambulance billing regulations and in accordance with the ordinances of said Member Unit.

13. Insurance and Indemnification

Each Member Unit shall maintain insurance as required by law for its own employees and shall indemnify its own employees as may be required by State law or local ordinance. Each Aiding Unit is responsible for replacing or repairing any damage to its own equipment incurred in responding to an Automatic Aid request, regardless of fault, unless such damage is caused by the willful acts or gross negligence of the Stricken Unit.

Each party agrees to indemnify, defend, and hold harmless the other party from and against any loss, cost or damage of any kind (excluding reasonable attorneys' fees unless specifically awarded by a court of competent jurisdiction) to the extent arising out of its breach of this Agreement, or its negligence or willful misconduct. Nothing in this paragraph shall be deemed a waiver by any party of its right to claim or assert statutory and/or common law immunities or other defenses as to third parties.

14. Term and Termination

This initial term of this Agreement shall be one (1) year from the Effective Date, and this Agreement shall automatically renew for successive one (1) year terms unless a Member Unit notifies the other Member Unit in writing at least ninety (90) days prior to the end of the then-current term of its intent to terminate the Agreement upon the expiration of the then-current term. In the event that a Member Unit wishes to terminate this Agreement during the term, it must notify the other Member Unit in writing at least ninety (90) days prior to the specified date of termination.

15. MABAS Agreement

The MABAS Agreement adopted in 1989 (revised 2014) by all Member Units is hereby made a part of this Agreement as if fully set forth herein. If there is a conflict between the MABAS Agreement and this Agreement, this Agreement shall govern

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above written.

Date

Village Manager Steve May
Village of Westmont

7/29/21

Date

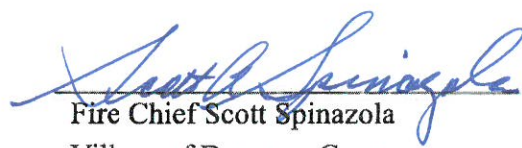


Fire Chief Steve Riley
Village of Westmont

Date

Bob Barnett
Mayor
Village Downers Grove

Date



Fire Chief Scott Spinazola
Village of Downers Grove