Village Board

Village President
Frank DeSimone

Trustees
Rosa Carmona
Ann Franz
Marie T. Frey
McLane Lomax
Nicholas Panicola Jr.
Armando Perez

Village Clerk
Nancy Quinn

Village Manager
Evan K. Summers

BENSENVILLE
GATEWAY TO OPPORTUNITY

Village of Bensenville, Illinois
VILLAGE BOARD
COMMITTEE OF THE WHOLE
AGENDA
6:30 PM March 19, 2024

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)

V. APPROVAL OF MINUTES

1. *February 20, 2024 Committee of the Whole Meeting Minutes*

VI. **REPORTS OF VILLAGE DEPARTMENTS**

A. Administration

1. *Consideration of an Ordinance Amending Section 3-3-5 of the Bensenville Village Code – Liquor Regulations – to Increase the Number of Class E1 Liquor Licenses from 12 to 13 for the Issuance of a Liquor License to Gigi's Place*

2. *Consideration of a Resolution Granting Authorization to the Village Manager to Enter into an Agreement with Granicus for Peak Agenda and Video Software*

3. *Consideration of a Resolution to Purchase a New Village Phone System and Enter Into a Service Agreement with Chicago Business VOIP*

B. Community and Economic Development

1. *Consideration of an Ordinance Granting a Variation, Fence in the Corner Side Yard at 145 S Ellis Street*

2. *Consideration of an Ordinance Granting Variations, Outdoor Storage Setback Requirements and Rooftop Mechanical Equipment Screening Requirements, at 700 Larsen Lane*

3. *Consideration of an Ordinance Amending the Building Code Regulations, Title 9, and Repealing and Reserving Chapters 2 and 3 of Title 7 of the Village Code*

4. *Consideration of a Resolution Approving the Adoption of the 2024 Village of Bensenville Zoning Map*

C. Finance

1. *Consideration of an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Section 8-7-7 of Chapter Seven of Title Eight of the Bensenville Village Code with Regard to Water and Sewer Rates*

D. Police Department

1. *Consideration of an Ordinance Creating Section 28 of Chapter Two of Title Five of the Bensenville Village Code to Regulate Permit Parking on Main Street*

2. *Consideration of a Resolution Authorizing the Donation of Unclaimed Personal Property (Bicycles) Currently in the Custody of the Bensenville Police Department to Bensenville School District No. 2*

E. Public Works

1. *Consideration of a Resolution Authorizing the Execution of a Purchase Order with Kara Company, Inc. of Countryside, IL for Field Survey Equipment in the Not-to-Exceed Amount of $24,985.07*

2. *Consideration of a Resolution Authorizing the Execution of a Contract with Automatic Building Controls (ABC) to Upgrade Existing Building Automation System (BAS) Software and Hardware in the Police Station*

3. *Consideration of a Resolution Authorizing the Execution of a Contract with Automatic Building Controls (ABC) for the Installation of a Building Automation System (BAS) and the Upgrading of Outdated Controls for Three Dehumidification at Roof Top Units at the Edge 2*

4. *Consideration of a Resolution Authorizing the Execution of a Construction Contract to Schroeder Asphalt Services, Inc. of Huntley, IL for the Eastview Avenue Roadway Reconstruction Project in the Not-to-Exceed Amount of $249,714.82*

5. *Consideration of a Resolution Authorizing the Execution of a Construction Engineering Services Agreement with Civiltech Engineering, Inc. for the Eastview Avenue Roadway Reconstruction Project in the Not-to-Exceed Amount of $62,388*

6. *Consideration of a Resolution Authorizing a Phase I Design Engineering Services Agreement with BLA, Inc. of Itasca, IL for the Evergreen Street Reconstruction STP Project in the Not-to-Exceed Amount of $353,487*

7. *Consideration of Resolution Authorizing the Execution of an Engineering Services Agreement with Christopher B. Burke Engineering, Inc. for Grant Assistance for the York Road at CP Railway / Metra MDW Grade Separation Project in the Not-to-Exceed Amount of $49,510*

8. *Consideration of Resolution Authorizing the Execution of Change Order No. 1 with FH Paschen, S.N. Nielsen & Associates, LLC for the Senior and Community Center Project in the Not-to-Exceed Amount of $212,383.93 for a Revised Contract Cost of $1,029,530.43*

9. *Consideration of a Resolution Authorizing a Contract with Clarke Environmental Mosquito Management, Inc. for the 2024 Mosquito Abatement Services Including Insecticide Tablets, in the Not-to-Exceed Amount of $40,462*

10. *Consideration of a Resolution Authorizing the Execution of a Purchase Order with Core & Main for Replacement Water Meter Register Heads in the not to Exceed*

Amount of $224,775.

11. *Consideration of a Resolution Establishing Guidelines and Procedures for 2024 Senior/Disabled Grass Cutting Program*

12. *Consideration of a Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Ground Corp. for the 2024 Senior/Disabled Grass Cutting Program*

13. *Consideration of a Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the 2024 Senior/Disabled Grass Cutting Program*

14. *Consideration of a Resolution Authorizing the Execution of a Contract with Tomas Herrera Landscaping for the 2024 Senior/Disabled Grass Cutting Program*

15. *Consideration of a Resolution Authorizing the Execution of a Contract with KSK Landscaping & Handyman Corp. for the 2024 Senior/Disabled Grass Cutting Program*

F. Recreation

1. *Consideration of a Resolution Authorizing an Ice Arena and Facility Usage License Agreement with MyHockey Tournaments, Inc.*

VII. INFORMATIONAL ITEMS

VIII. UNFINISHED BUSINESS

IX. EXECUTIVE SESSION

A. Review of Executive Session Minutes [5 ILCS 120/2 (C) (21)]
B. Personnel [5 ILCS 120/2 (C) (1)]
C. Collective Bargaining [5 ILCS 120/2 (C) (2)]
D. Property Acquisition [5 ILCS 120/2 (C) (5)]
E. Litigation [5 ILCS 120/2 (C) (11)]

X. ADJOURNMENT

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Minutes	Corey Williamsen	Village Clerk's Office	March 19, 2024

DESCRIPTION:
February 20, 2024 Committee of the Whole Meeting Minutes

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

COMMITTEE ACTION: **DATE:**

BACKGROUND:

KEY ISSUES:

ALTERNATIVES:

RECOMMENDATION:

BUDGET IMPACT:

ACTION REQUIRED:

ATTACHMENTS:

Description	Upload Date	Type
DRAFT_240220_COW	3/8/2024	Cover Memo

Village of Bensenville
Village Board Room
12 South Center Street
Bensenville, Illinois 60106
Counties of DuPage and Cook

MINUTES OF THE COMMITTEE OF THE WHOLE
February 20, 2024

CALL TO ORDER: Village President, Frank DeSimone, called the meeting to order at 6:30 p.m.

PRESENT: Upon roll call by Village Clerk, Nancy Quinn, the following Board Members were present:

Carmona, Franz, Frey, Panicola

Absent: Lomax, Perez

A quorum was present.

Staff Present: E. Summers, J. Caracci, S. Flynn, K. Pozsgay, D. Schulze, A. Sumner, C. Williamsen

Public Comment: There was no Public Comment

Approval of Minutes: The October 17, 2023 Committee of the Whole Meeting minutes were presented.

Motion: Trustee Carmona made a motion to approve the minutes as presented. Trustee Franz seconded the motion.

All were in favor. Motion carried.

The October 30, 2023 Special Committee of the Whole – Budget Workshop Meeting minutes were presented.

Motion: Trustee Panicola made a motion to approve the minutes as presented. Trustee Frey seconded the motion.

All were in favor. Motion carried.

DRAFT

AVI Systems Cablecast:

Village Manager, Evan Summer, presented a **Resolution Authorizing a Retail Sales Agreement with AVI Systems, Inc. For The Village Hall Cablecast Video Distribution System in the Not to Exceed Amount of $55,827.00.**

Marketing & Communications Manager, Anthony Sumner stated the Village of Bensenville is seeking to upgrade their existing aging video file server with new live streaming & video on-demand system, in order to modernize workflows and better manage media assets. Mr. Sumner stated the existing Leightronix system, which has become increasingly difficult to maintain and support, will be replace with a CableCast Community Media video distribution system and integrated with the recently renovated studio & control room.

Motion:

Trustee Franz made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Frey seconded the motion.

All were in favor. Motion Carried.

AVI Systems Room 201:

Village Manager, Evan Summer, presented a **Resolution Authorizing a Retail Sales Agreement with AVI Systems, Inc. for The Village of Bensenville Admin Conference Room 201 In the Not to Exceed Amount of $45,510.00.**

Mr. Sumner stated the Village of Bensenville is renovating the 2nd Floor Admin Conference Room 201 to accommodate video presentations and video conferencing calls. Mr. Sumner stated AVI will provide and install an advanced system allowing for local wired/wireless presentation and wired/wireless BYOD/BYOM video conferencing from user laptops to a large display and USB video bar. Mr. Sumner stated additional features include a control system with tabletop touch panel allowing for selecting owner-furnished Roku streaming set top box or selectable video feed from boardroom system, and in-room credenza rack for AV equipment.

Motion: Trustee Panicola made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Franz seconded the motion.

All were in favor. Motion Carried.

AVI Systems CED Conference Room: Village Manager, Evan Summer, presented a **Resolution Authorizing a Retail Sales Agreement with AVI Systems, Inc. for The Village Hall First Floor CED Conference Room in the Not to Exceed Amount of $22,799.00.**

Mr. Sumner stated the Village of Bensenville is renovating the 1st Floor CED Conference Room to accommodate video presentations and video conferencing calls. Mr. Sumner stated AVI will provide and install a basic system allowing for local wired presentation and wired BYOD/BYOM video conferencing from user laptops to a large display and USB videobar.

Motion: Trustee Frey made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Franz seconded the motion.

All were in favor. Motion Carried.

Omega Sign EMC Upgrade: Village Manager, Evan Summer, presented a **Resolution Authorizing a Order with Omega Sign & Lighting, Inc. for Upgrades to the Existing Electronic Message Center Sign in the Not-to-Exceed Amount of $95,668.00.**

Mr. Sumner stated the current EMC signage at Brentwood Commons in Bensenville (1127 S York Rd, Bensenville, IL 60106) is 10 years old and has a very low-quality resolution compared to today's standards. Mr. Sumner stated new replacement screens would allow for much more detailed, clearer and easy to read notifications from the Village. Mr. Sumner stated the new system would also allow for cloud-based updates, so we could more easily get messaging out to the public from any location.

Mr. Sumner stated Omega Sign will remove and dispose existing D/F EMC, reuse existing support; provide and install (1) D/F 5' x 10' viewable "Watchfire" 6mm EMC. Includes 5 year parts limited warranty, 10 year parts availability guarantee; 4G wireless w/ life-of-sign cellular data plan, & ignite design software w/ web based training.

Village Clerk Quinn asked if there was a possibility of selling the current screens of the EMC. Mr. Summers stated the value of the screens have significantly decreased but Staff will explore the possibilities.

Motion: Trustee Panicola made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Franz seconded the motion.

All were in favor. Motion Carried.

La Poblanita Class E1 Liquor License:

Village Manager, Evan Summer, presented an **Ordinance Amending Section 3-3-5 of the Bensenville Village Code – Liquor Regulations – to Increase the Number of Class E1 Liquor Licenses from 11 to 12 for the Issuance of a Liquor License to La Poblanita.**

Village Manager, Evan Summers stated Section 3-3-5-E.3 of the Bensenville Village Code limits the number of Class E1 liquor licenses issued and outstanding at one time. Mr. Summers stated Class E1 licenses authorize the retail sale of liquor for consumption on the premise when food is offered. Mr. Summers stated La Poblanita of Bensenville, LLC DBA La Poblanita has operated at 1075 South York Road for a little over a year now. Mr. Summers stated the location used to have a liquor license while operating as Jade Dragon.

Mr. Summers stated a background check was conducted on the applicant, Ramon Juarez in December 2023 with no criminal history found by the State or Illinois and the FBI.

Motion: Trustee Franz made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Frey seconded the motion.

All were in favor. Motion Carried.

1301 W. Irving Park Rd.
Tax Agreement: Village Manager, Evan Summer, presented an **Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Authorizing a Tax Increment Financing Redevelopment Agreement by and Between the Village of Bensenville and 1301 W Irving Park LLC for Property Located at 1301 West Irving Park Road, Bensenville, Illinois.**

Director of Community and Economic Development, Kurtis Pozsgay stated the applicant, 1301 W Irving Park LLC, is requesting TIF funds for redevelopment work at their property and new location of Cilantro Taco Grill.

Mr. Pozsgay stated the TIF scope of work includes, but not limited to, site work in the Village and State right of way, and general conditions.

Mr. Pozsgay stated the total TIF eligible work being considered is $37,000.

Mr. Pozsgay stated this project was approved by Village Board on June 21, 2022.

Mr. Pozsgay stated the Village agreed to pay for the improvements in the right of way, including closing two curb cuts, new curb and gutter, and new Village standard stamped concrete along Irving Park Rd.

Mr. Pozsgay stated the project would not move forward "but for" the TIF assistance.

Mr. Pozsgay stated the Northern Business District TIF has the funds available to assist with this project.

Motion: Trustee Panicola made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Frey seconded the motion.

All were in favor. Motion Carried.

800 W. Irving Park Rd.
Tax Agreement: Village Manager, Evan Summer, presented an **Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Authorizing a Tax Increment Financing Redevelopment Agreement by and Between the Village of Bensenville and A & E Luxury Developments, LLC for Property Located at 800 West Irving Park Road, Bensenville, Illinois.**

Mr. Pozsgay stated the applicant, A & E Luxury Developments, LLC, is requesting TIF funds for redevelopment work and proposed new location for their proposed new 6 story residential and retail operations.

Mr. Pozsgay stated the TIF scope of work includes, but not limited to, architectural, site work, plumbing, electrical, demolition, masonry, roofing, carpentry, drywall, insulation, doors, painting, floors, HVAC, fire protection, signage and general conditions.

Mr. Pozsgay stated the total project costs are expected to be at least $15 million.

Mr. Pozsgay stated this project received Board approval June 20, 2023.

Mr. Pozsgay stated the incentive for this project is in the form a discount on the sale of the land previously purchased by the Village for $1,101,272.

Mr. Pozsgay stated A & E Luxury Developments, LLC will pay $125,000 for the land.

Mr. Pozsgay stated the project would not move forward "but for" the TIF assistance.

Mr. Pozsgay stated the Northern Business District TIF has the funds available to assist with this project.

Mr. Pozsgay stated Staff estimates a more than 20% increase in the annual tax bill, upwards of $350,000, as compared to the former banquet center.

Motion: Trustee Panicola made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Franz seconded the motion.

All were in favor. Motion Carried.

Dahme Mechanical Agreement: Village Manager, Evan Summer, presented a **Resolution Authorization the Execution of a Contract with Dahme Mechanical Inc. for the Removal and Replacement of all Four Influent Screw Pump's Lower Bearing Seals in the Not-to-Exceed Amount of $19,888.**

Director of Public Works, Joe Caracci stated staff observed in 2023 that the lower bearing grease pumps utilize grease to lubricate the lower bearings of the WWTP influent screw pumps, but see no discharge of the grease into the waste grease canisters. Lower bearing seals provide protection to the lower bearings from contaminants as well as keeping the grease positively lubricating the bearings. Mr. Caracci stated the seals allow the clean grease that is being pumped into the bearings to replace the old grease by forcing the old grease out of the discharge when new grease is added. Mr. Caracci stated in order to correct this problem and make sure we get the most life out of our screw pumps, these seals need to be replaced.

Mr. Caracci stated Staff solicited proposals from four qualified candidates.

Dahme Mechanical Inc.	$19,888
DPS Mechanical	$20,000
Helm Mechanical	$65,000
Hayes Mechanical	$70,625

Mr. Caracci stated staff has worked well with Dahme on multiple projects in the past and recommend their approval.

Motion: Trustee Franz made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Frey seconded the motion.

All were in favor. Motion Carried.

MFT Funds: Village Manager, Evan Summer, presented a **Resolution Appropriating the Use of Motor Fuel Tax (MFT) Funds to Pay For Roadway Related General Maintenance in the Amount of $300,000 from January 1, 2024 to December 31, 2024.**

Mr. Caracci stated the Village receives a monthly allotment of the MFT funds from the State of Illinois. Mr. Caracci stated the Illinois Department of Transportation (IDOT) is the state agency assigned to oversee the disbursement of the MFT funds by municipalities. Mr. Caracci stated MFT funds are only allowed to be spent towards roadway improvements and/or related maintenance.

Mr. Caracci stated each municipality must first appropriate the estimated MFT funds to be spent on general maintenance in any given year using IDOT form BLR 14220. Mr. Caracci stated these funds can be spent once authorized by IDOT. Mr. Caracci stated once authorized by IDOT, they will reduce the Village's unobligated MFT balance on their books by the approved amount. Mr. Caracci stated any monies spent over the authorized amount will require the municipality to approve a supplemental resolution while any monies under spent will be credited back to the unobligated balance during the next audit cycle.

Mr. Caracci stated in order to utilize MFT funds for projects, IDOT must approve the allocation prior to the bidding of the project. Mr. Caracci stated the Village has two annual projects, Sidewalk Removal and Replacement & Pavement Patching, that have been identified for use of MFT funding in 2024. Mr. Caracci stated we plan to bid these projects before the end of April. Mr. Caracci stated therefore, it is critical to get the Resolution to IDOT as soon as possible for us to move forward with the bidding.

Mr. Caracci stated this year's general maintenance program will include Sidewalk R&R in the estimated amount of $100,000, and pavement patching in the estimated amount of $200,000.

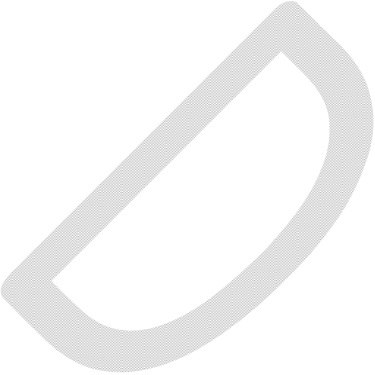
Motion: Trustee Panicola made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Frey seconded the motion.

All were in favor. Motion Carried.

Acqua Contractors Agreement: Village Manager, Evan Summer, presented a **Resolution Authorizing the Award of a Construction Contract for the 2023 CDBG – Browngate Subdivision Improvements Project to Acqua Contractors Corporation of Elmhurst, IL in the Not-to-Exceed Amount of $1,900,000.**

Mr. Caracci stated the Browngate Subdivision consisting of Green Valley Street (Marshall to east end), Kevyn Lane, Stoneham Street, and North Franzen Street is in need of watermain replacement, storm sewer improvements, and roadway improvements do the age of the existing infrastructure. Mr. Caracci stated the Browngate Subdivision falls into a census block that is eligible for DuPage County Community Development Block Grant (CDBG) funding. In October of 2021, the Village submitted an application for DuPage County CDBG funds for the 2023 Browngate Subdivision Roadway & Watermain Improvements Project. Mr. Caracci stated the CDBG program is generally a 75/25 split with a maximum cap of $600,000 per project.

Mr. Caracci stated the Village requested and has been awarded the maximum $600,000 towards the total anticipated project construction costs through the CDBG program. Mr. Caracci stated the CDBG Program is a reimbursable program in which the Village fronts the initial costs and is reimbursed by DuPage County. Mr. Caracci stated the scope of work proposed includes installation of approximately 1,600 linear feet of eight-inch (8") ductile iron watermain with appurtenances, approximately 1,500 feet of new storm sewer, enhanced resurfacing of roadway pavement, curb and gutter replacement, spot sidewalk replacement, driveway replacement, ADA sidewalk upgrades, and landscape restoration.



Mr. Caracci stated the scope of work proposed includes installation of approximately 1,600 linear feet of eight-inch (8") ductile iron watermain with appurtenances, approximately 1,500 feet of new storm sewer, enhanced resurfacing of roadway pavement, curb and gutter replacement, spot sidewalk replacement, driveway replacement, ADA sidewalk upgrades, and landscape restoration.

Mr. Caracci stated in March of 2022, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide design as well as construction engineering services for the upcoming years. Mr. Caracci stated Thomas Engineering Group, LLC (Thomas Engineering) is one of the short-listed firms to provide construction engineering services.

Mr. Caracci stated Thomas Engineering brings forth a very experienced project team that has successfully provided similar services for the Village with previous CDBG project Addison Creek Storm Sewer Phase I. Mr. Caracci stated the proposed assignment scope includes on-site inspections, review of project layout, construction documentation, material testing, preparation of record drawings, and all CDBG paperwork to help the Village ensure we receive the full funding amount of the Grant.

Mr. Caracci stated after scope and work effort negotiations, the proposed fee for Thomas Engineering's construction engineering services totals $216,188. Mr. Caracci stated this not-to-exceed fee equates to 11.4% of the proposed construction cost of $1,900,000 for the project. Mr. Caracci stated typically, construction engineering costs for a locally funded project fall within 8-10% of the construction costs range. Mr. Caracci stated the experience of the proposed staff from Thomas Engineering, as well as the additional work required to satisfy DuPage County's requirements of the CDBG-DR funding, account for this elevated work effort proposed for this agreement.

Motion: Trustee Franz made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Frey seconded the motion.

All were in favor. Motion Carried.

HR Green Amendment #7: Village Manager, Evan Summer, presented a **Resolution Authorizing the Execution of Amendment No. 7 to the Engineering Services Agreement with HR Green for Plan Review Services Associated with the Elgin-O'Hare Western Access Project in the Additional Not to Exceed Amount of $75,000 for a Revised Contract Total of $798,000.**

Mr. Caracci stated the Elgin-O'Hare Western Access (EOWA) Project will be a game changer for the Village of Bensenville. Mr. Caracci stated the EOWA will include the eastern leg of the mainline tollway as well as both the northern and southern ring roads.

Mr. Caracci stated the Tollway is actively designing the multiple parts (contracts) that make up the whole of the Project. Each contract requires at least three reviews from the Village (30%, 60%, 95%). Mr. Caracci stated the Tollway is hiring their own engineering firms to perform this task on behalf of the Tollway. Mr. Caracci stated the Village must take these reviews seriously in order to protect our interests in the project. Mr. Caracci stated from infrastructure to aesthetics, it is important that the Village participate in every aspect of the project.

Mr. Caracci stated the Villages of Roselle, Itasca, and Wood Dale have secured the services of HR Green to assist in their review, coordination, and outreach for the Project. HR Green has the personnel on staff that were intimately involved in the Phase I design when it was under the control of IDOT. Mr. Caracci stated they have strategic connections within the Tollway project team that can be beneficial to Villages and their individual and collective interests. Mr. Caracci stated Staff feels that HR Green can utilize their technical expertise, experience, leverage, and connections to provide a benefit to the Village of Bensenville as well.

Mr. Caracci stated HR Green was initially selected to perform this work in October 2013. Mr. Caracci stated the history of our contract and amendments is as follows:

Original Contract	R-112-2013	$23,000
Amendment #1	R-11-2014	$125,000
Amendment #2	R-111-2015	$150,000
Amendment #3	R-9-2017	$150,000
Amendment #4	R-116-2018	$100,000
Amendment #5	R-99-2021	$100,000
Amendment #6	R-55-2023	$75,000
Total		$723,000

Mr. Caracci stated now that the Tollway has finalized their agreement with the Railroad, they are pushing forward with multiple contracts to try to get back on track and are shooting for a 2025 project completion. Mr. Caracci stated in the upcoming year, there are four (4) potential IGAs and twenty (20) anticipated plan reviews to perform. Mr. Caracci stated the complexity of the reviews is great as it will be vital to take drainage, utilities and aesthetics into account. With this magnitude of involvement, the Village seeks the assistance of consulting engineering firms.

Mr. Caracci stated HR Green submitted a proposal for services for Amendment #7 in the amount of $75,000. Mr. Caracci stated Staff has reviewed the proposal and recommends its approval. Mr. Caracci stated payments will be made for actual time spent on the reviews and in meetings. Staff will closely monitor time spent on the project to keep the budget on track and in line.

Motion: Trustee Panicola made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Franz seconded the motion.

All were in favor. Motion Carried.

Traffic Control & Protection Purchase Order: Village Manager, Evan Summer, presented a **Resolution Authorizing the Execution of a Purchase Order to Traffic Control & Protection Inc. for Bike Path Signage in the Not to Exceed Amount of $11,552.**

Mr. Caracci stated the Village was made aware of new laws set in place beginning January 1st of 2024, that require specific signage along bike paths. Mr. Caracci stated this signage will indicate to users of the path that road crossings, railroad crossings, sharp curves, or other hazards are ahead. Mr. Caracci stated stop signs at intersections shall also be installed. Mr. Caracci stated additionally, signs must also be in place on roadways to alert vehicles of an upcoming crossing with the paths.

Mr. Caracci stated the Public Works staff surveyed the bike paths throughout town and discovered twenty-one intersections in need of adequate signage.

Mr. Caracci stated Public Works staff requested proposals from three different sign providers. Only two were received:

Traffic Control & Protection	$11,552
Concord Signs LLC	$29,935

Mr. Caracci stated Traffic Control & Protection Inc is able to provide the 176 signs and 80 posts needed to become compliant with new laws.

Motion: Trustee Franz made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Carmona seconded the motion.

All were in favor. Motion Carried.

MJ Iron Works Purchase Order: Village Manager, Evan Summer, presented a **Resolution Authorizing a Purchase Order to MJ Iron Works of Elk Grove Village, IL for Emergency Pedestrian Safety Railing Repairs along Illinois Route 19 (Irving Park Road) in the Not-to-Exceed Amount of $15,000.**

Mr. Caracci stated in Summer of 2023, Village Staff discovered damaged to the pedestrian safety railing along the north edge of the sidewalk in front of Walgreens at 5 W. Irving Park Road. Mr. Caracci stated a vehicle had left the roadway and struck the steel railing along the north edge of the sidewalk.

Mr. Caracci stated this railing provides protection for pedestrians from the elevation drop-off along the parking lots on the north side of Irving Park Road. Mr. Caracci stated this railing was installed as part of the York Road / Irving Park Road / CN Rail Underpass project that was completed in the mid 2010's.

Mr. Caracci stated later in 2023, as Staff was working on finding a fabricator for the damaged railing in front of Walgreens, another section of railing in front of 7 W. Irving Park Road had been discovered damaged as well. Mr. Caracci stated this section of railing also provides pedestrian safety from the lower elevation of the Subway and Express Tobacco parking lot.

Mr. Caracci stated the section of railing damaged at Walgreens is approximately 38 feet in length. Mr. Caracci stated the section damaged by the Subway is approximately 32 feet in length. Mr. Caracci stated as reference, the bid pricing during the original construction of these railings was $241 per foot, or $9,158 and $7,712 for the two sections.

Mr. Caracci stated Illinois Route 19 (Irving Park Road) is under the jurisdiction of the Illinois Department of Transportation (IDOT). Mr. Caracci stated however, IDOT and the Village have agreements for the maintenance of sidewalks in their rights-of-way. Mr. Caracci stated during the York Road / Irving Park Road / CN Rail Underpass Project with the CN Railroad tracks, retaining walls were built along the edge of right-of-way on the northside of Irving Park Road to allow for the construction of a seven-foot-wide carriage walk. Mr. Caracci stated a safety railing is required on the top of the wall, along the edge of the sidewalk, to protect against the elevation change from the Walgreens/Subway parking lot and the sidewalk/roadway.

Mr. Caracci stated Village Staff has found a local fabrication shop in Elk Grove Village who is able to utilize the original plans from the York Road / Irving Park Road / CN Rail Underpass project to create two new sections of the damaged railing. Mr. Caracci stated Bensenville Police were called to the scene of the first damaged railing section at the

Walgreens. Mr. Caracci stated police report # BEP23005218 identifies the person who caused this damage. Mr. Caracci stated no information on who, when, or how the second section of railing was damaged is available.

Mr. Caracci stated the cost for each section of railing to be fabricated, galvanized, and installed is quoted at $7500 each. Mr. Caracci stated this results in a total cost for railing repairs of $15,000. Mr. Caracci stated Village Staff will seek reimbursement from the known driver of the vehicle that damaged the first section of railing, in the amount of $7,500.

Motion: Trustee Franz made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Frey seconded the motion.

All were in favor. Motion Carried.

Roesch Ford Purchase Order: Village Manager, Evan Summer, presented a **Resolution Authorizing the Execution of a Purchase Order to Roesch Ford for the Purchase of Public Works and Police Vehicles in the Not-to-Exceed Amount of $677,256.**

Mr. Caracci stated the CY2024 Capital Investment Plan includes the purchase of multiple Ford vehicles for multiple Departments. Mr. Caracci stated as part of our agreement with Roesch Ford, they provide the vehicles to the Village at the lowest government pricing available.

Mr. Caracci stated many of the vehicles being purchased also include upfit costs that may be included in the Ford pricing, while others are done aftermarket. Mr. Caracci stated the aftermarket upfits will either be done administratively (under $10,000) or be brought back to the Village Board if greater than $10,000.

Mr. Caracci stated by way of our agreement with Roesch Ford of Bensenville to provide the Village with State purchase vehicles at or below State Bid pricing, the cost of the vehicles is as follows:

Vehicle Make / Model	Vehicle ID	Cost
2025 Ford Police Interceptor SUV	302	$50,443
2025 Ford Police Interceptor SUV	303	$50,443
2025 Ford Police Interceptor SUV	309	$50,443
2024 Ford 150 Pickup	200	$67,498
2024 Ford F250 Pickup (w/ plow)	219	$50,318
2024 Ford F250 Pickup (w/ plow)	222	$50,318
2024 F550 Utility Truck w/ crane	243	$173,356
2024 Ford Escape PHEV	501	$42,823
2024 Ford Escape PHEV	506	$42,823
2024 Ford Escape PHEV	510	$42,823
2024 Ford Transit 250 Medium Roof	1792	$55,968
Total		$677,256

Motion: Trustee Franz made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Panicola seconded the motion.

All were in favor. Motion Carried.

Informational Items: There were no informational items.

Unfinished Business: There was no unfinished business.

Executive Session: Village Manager, Evan Summers, stated there was not a need for executive session.

ADJOURNMENT: Trustee Carmona made a motion to adjourn the meeting. Trustee Panicola seconded the motion.

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 7:00 p.m.

DRAFT

Corey Williamsen
Deputy Village Clerk
PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ___ day, March 2024

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Corey Williamsen	Village Clerk's Office	March 19, 2024

DESCRIPTION:
Consideration of an Ordinance Amending Section 3-3-5 of the Bensenville Village Code – Liquor Regulations – to Increase the Number of Class E1 Liquor Licenses from 12 to 13 for the Issuance of a Liquor License to Gigi's Place

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

	Financially Sound Village		*Enrich the lives of Residents*
X	*Quality Customer Oriented Services*		*Major Business/Corporate Center*
X	*Safe and Beautiful Village*		*Vibrant Major Corridors*

COMMITTEE ACTION:	DATE:
N/A	March 19, 2024

BACKGROUND:
Section 3-3-5-E.3 of the Bensenville Village Code limits the number of Class E1 liquor licenses issued and outstanding at one time. Class E1 licenses authorize the retail sale of liquor for consumption on the premise when food is offered. Nigijo 5, Inc. DBA Gigi's Place is soon to operated space at 1203-1205 West Irving Park Road.

A background check was conducted on the applicant, Kim Dellutri in January 2024 with no criminal history found by the State or Illinois and the FBI.

Village Inspector, Ron Herff, is conducting inspections of the premise as part of the Village's building permit process.

KEY ISSUES:
The current Village Code allows for no more than twelve (12) Class E1 liquor licenses to be issued. Currently all twelve licenses are issued to the following: Two Chef's, Bella Vista Banquets, Mamma Maria's, Mariscos El Amigo-3, Stella's Place, Taqueria El Toreo, Lucky Dog's, Green Street Grille, Los Buenos Diaz Mexican Grille, Tacos Puebla, Cilantro Taco Grill, La Poblonita.

In order to issue a Class E1 liquor licenses to Gigi's Place, the Village Board would have to increase the number of total licenses from 12 to 13.

ALTERNATIVES:
- Approve or deny the Ordinance.
- Discretion of the Committee.

RECOMMENDATION:
Staff recommends approval of the Ordinance increasing the number of Class E-1 liquor licenses from 12 to 13.

BUDGET IMPACT:
An additional $2,500.00 of net revenue to the Village.

ACTION REQUIRED:
Board approval of the Ordinance increasing the number of Class E-1 liquor licenses from 12 to 13.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	3/8/2024	Cover Memo

Ordinance _____

AN ORDINANCE AMENDING THE BENSENVILLE VILLAGE CODE
TITLE 3 – CHAPTER 3 – LIQUOR REGULATIONS – CLASS E1

BE IT AND IT IS HEREBY ORDAINED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois, as follows:

SECTION ONE: That Section 3-3-5 of the Bensenville Village Code, entitled "License classifications; fee; number" is hereby amended by the addition of one (1) class E-1the following language shall be inserted in lieu thereof:

"E. Classes E-1 and E-2:

3. There shall be no more than thirteen (13) class E-1 licenses issued and outstanding at any one time."

SECTION TWO: All Resolutions and Ordinances in conflict herewith are replaced to the extent of said conflict.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this 26th day of March, 2024.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	M. Ribando	Village Manager's Office	03/19/24

DESCRIPTION:

Consideration of a Resolution Granting Authorization to the Village Manager to Enter into an Agreement with Granicus for Peak Agenda and Video Software

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	*Financially Sound Village*	X	*Enrich the lives of Residents*
X	*Quality Customer Oriented Services*		*Major Business/Corporate Center*
	Safe and Beautiful Village		*Vibrant Major Corridors*

COMMITTEE ACTION:	DATE:
COW	03/19/24

BACKGROUND:

Granicus is trusted by thousands of government agencies at all levels. We currently are using Novus Agendas which is a program of Granicus since 2010. We have found the software to be exceptional and fills our needs and purpose. However, Novus Agendas has met its useful life and Granicus will be sunsetting the Novus program next year in 2025.

After review of agenda software options, it was decided that the Granicus Peak Agenda and Video Software would fulfil the digital services needs by consolidating multiple applications into a single platform.

KEY ISSUES:

Granicus, an innovation leader has secure programming that offers engagement, agenda meeting management, and video and digital services that will enhance the Village website transparency while improving ease of workflow and customer service.

Because the Village is currently using Novus Agendas, a Granicus product all historical and archived information will be easily transferred and available to existing Novus users.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff is recommending approval of the Resolution Granting Authorization to the Village Manager to Enter into an Agreement with Granicus for Peak Agenda and Video Software.

BUDGET IMPACT:

One-time fees $11,200.00

The annual pricing that the Village currently for Novus Agenda Software is $8,268.00.

The new annual pricing for Peak Agenda Management will remain the same at $8,268.00 for the first year. The new Granicus Live Cast Software will be $4,429.79 and $1,500 for Encoding Software.

ACTION REQUIRED:

Approval of the Consideration of a Resolution Granting Authorization to the Village Manager to Enter into an Agreement with Granicus for Peak Agenda and Video Software.

ATTACHMENTS:

Description	Upload Date	Type
Spec Sheet - PEAK	3/14/2024	Cover Memo
Granicus PEAK Proposal	3/14/2024	Cover Memo
Resolution - PEAK	3/15/2024	Cover Memo

GRANICUS

Empowering a Modern Digital Government:

Village of Bensenville

Why Government Leaders Choose Granicus

Trusted by thousands of government agencies at all levels

Secure

Security-First

Security Operations Center with full-time, around-the-clock, 100% dedicated cybersecurity staff who identify, respond, and react to threats in real-time

Supported

Tech support M-F, 8 a.m. – 2 a.m. ET

Extended support and in-depth training for your entire team. Three types of support available: Technical, Success, and Adoption.

Simplified

One Platform

Streamline digital services by consolidating to a single platform vs. multiple vendors and applications.

Innovation Leader

First-to-Market Technology

$20M Invested Annually in R&D; Foremost innovator of government SaaS technology, with 5 first-to-market solutions.

Granicus Technology Snapshot

Web

Sites, Portals, and Intranets

Engagement

Feedback Mgmt. & Sentiment Analysis

Email & SMS

1:Many & 1:1 Outreach

Agendas & Minutes

Agenda & Meeting Management

Video Management

Live Streaming & Broadcasting

Digital Services

Forms & Workflow Automation

Customer Service

Service Request Mgmt. & CRM

Short Term Rentals

Identification & Compliance

Records Requests

Records Request Access & Delivery

Boards & Commissions

Board Applications & Recruitment

Top priorities:

- **Reduce workload** by automating agenda, public meetings, and public records processes.
- **Build and distribute agendas** efficiently, completing key public meeting activities securely and remotely.
- **Increase transparency** while reaching more residents and businesses to account for the needs of the whole community.
- **Enhance cybersecurity** and data protection to mitigate increasing cybersecurity risks.
- **Consolidate systems** and increase interoperability to improve ease of use and reduce silos.
- **Improve compliance** with public records and meetings laws as well as accessibility and similar laws and regulations.

Maximizing staff efficiency and improving public trust

Less Work

- ✓ Reduce the number of manual processes — **gain staff time for critical projects**
- ✓ **Decrease workload,** including phone calls and walk-ins
- ✓ **Promote self-service** by public record requesters
- ✓ **Increased automation** means fewer errors to fix

Faster Work

- ✓ Streamline routing, escalating, tracking, and logging to **automate collaboration**
- ✓ **Get more done with the staff you have today**
- ✓ **Reduce fatigue** and increase engagement
- ✓ **Ensure confidentiality**

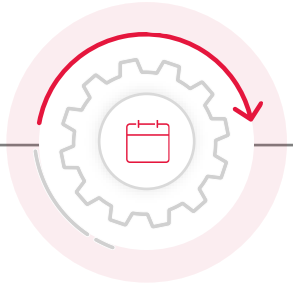
Improve Public Trust

- ✓ **Clarify your priorities** and share status / reports easily
- ✓ **Stream and record** public meetings for citizen convenience
- ✓ **Prove compliance**
- ✓ **Ensure consistent responses**
- ✓ Proactively notify and **engage the public**

Strengthen Cybersecurity & Protect Data

Peak Agenda & Meeting Management

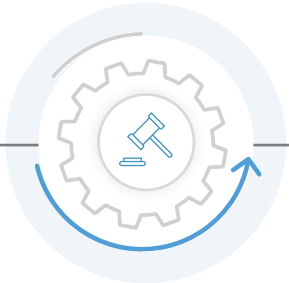
End-to-end public meeting automation designed by clerks, for clerks



PRE-meeting

Automated preparation

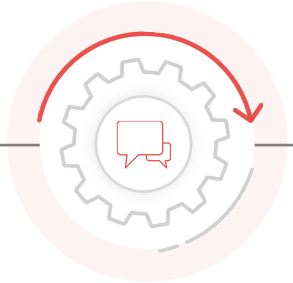
- ✓ Automate agenda item creation & workflow approvals for staff
- ✓ Notify the public of packet availability
- ✓ Collect digital public comments



IN-meeting

Streamlined tools

- ✓ Capture meeting minutes, roll calls, actions & votes
- ✓ Flag items for follow-up or assignment to staff
- ✓ Go paperless with digital agendas & meeting materials in a web-based app for council members



POST-meeting

Simplified sharing

- ✓ Finalize meeting minutes quickly
- ✓ Automate minutes publishing to a public portal
- ✓ Enable social sharing & notifications

Granicus Video

Video Broadcasting and Streaming

Content Creation
Cloud-based meetings

- ✓ 100% cloud-based streaming and meeting management access
- ✓ 1080px resolution, available
- ✓ Start, stop, and pause meeting recording remotely
- ✓ Record minutes in templates created from meeting agenda
- ✓ Live, remote voting available
- ✓ Automatic closed captioning in nearly any language

Processing
Fast, reliable meeting polishing

- ✓ 24/7 streaming with concurrent file upload
- ✓ Automated video indexing
- ✓ Hyperlinked agendas, minutes, and documents
- ✓ 99.9% uptime
- ✓ Fully staffed live meeting phone support from 8 a.m. to 2 a.m. ET
- ✓ Real-time health monitoring
- ✓ Encoder user interface for easier support and deployment

Distribution
Better engagement

- ✓ Simulcast streams to multiple platforms such as Facebook and YouTube while maintaining control and security of your content
- ✓ Advanced keyword search
- ✓ Accelerated audience growth with SendAgenda integration
- ✓ High-quality video experience broadens reach and deepens engagement

GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
Bensenville, IL

Granicus Proposal for Bensenville, IL

ORDER DETAILS

Prepared By:	Ruth Gonzalez
Phone:	(847) 809-5692
Email:	ruth.gonzalez@granicus.com
Order #:	Q-317298
Prepared On:	07 Mar 2024
Expires On:	29 Mar 2024

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Billing Term End Date:	10 Jun 2024
Period of Performance:	The Agreement will begin on date of signature and will continue through the end of the then current billing term, and will continue for an additional 24 months thereafter.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	**Quantity/Unit**	**Prior Annual Fee**
NovusAGENDA	0 Each	$8,268.00
SUBTOTAL:		**$8,268.00**

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

GRANICUS

Order Form
Bensenville, IL

One-Time Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**One-Time Fee**
Peak Online Group Training	Upon Delivery	6 Hours	$0.00
GovMeetings Live Cast SetUp and Config	Up Front	1 Hours	$200.00
Granicus Live Cast Encoder – Hardware	Upon Delivery	1 Each	$3,500.00
Granicus Video - Online Training	Upon Delivery	6 Hours	$2,400.00
Open Platform - Setup and Configuration	Up Front	1 Each	$0.00
Send Agenda (Peak) Set up and Config	Up Front	4 Each	$0.00
Granicus Live Cast Encoder Setup and Configuration	Up Front	1 Each	$875.00
US Shipping Charge C - Large Item	Upon Delivery	1 Each	$125.00
Open Platform - Setup and Configuration	Up Front	1 Each	$0.00
govDelivery for Integrations Set Up and Config	Up Front	1 Each	$0.00
IQM2/Novus to Peak Basic Data Migration	Upon Delivery	1 Each	$4,100.00
SUBTOTAL:			**$11,200.00**

New Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Peak Agenda Management	Annual	1 Each	$8,268.00
GovMeetings Live Cast	Annual	1 Each	$4,429.79
Open Platform Suite	Annual	1 Each	$0.00
Send Agenda (Peak)	Annual	1 Each	$0.00
Open Platform Suite	Annual	1 Each	$0.00
govDelivery for Integrations	Annual	1 Each	$0.00
Granicus Live Cast Encoding Software	Annual	1 Each	$1,500.01
SUBTOTAL:			**$14,197.80**

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Peak Agenda Management	$8,516.04	$8,771.52
GovMeetings Live Cast	$4,562.68	$4,699.56
Open Platform Suite	$0.00	$0.00
Send Agenda (Peak)	$0.00	$0.00
Open Platform Suite	$0.00	$0.00
govDelivery for Integrations	$0.00	$0.00
Granicus Live Cast Encoding Software	$1,545.01	$1,591.36
SUBTOTAL:	**$14,623.73**	**$15,062.44**

PRODUCT DESCRIPTIONS

Solution	Description
Peak Agenda Management	Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes: • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to up to one (1) Peak Agenda Management site
GovMeetings Live Cast	govMeetings Live Cast provides the ability to manage public meetings from anywhere, on almost any device using cloud based software and a Granicus Live Cast encoder. It will stream public meetings in HD, allow users to live index items, record and publish minutes, and provide archive videos for on-demand viewing.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Send Agenda (Peak)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Peak Online Group Training	Online Group Training for Peak Agenda Management allows clients to have up to six (6) users participate in online group sessions with a Granicus trainer and other client users to learn how to use the system. Group training includes: 1. 30-60 minute kick off meeting 2. 4 x 2hr group training sessions. 3. 1hr peak review call Project Manager will conduct check in's along the way.
Granicus Live Cast Encoder – Hardware	Granicus Live Cast encoder is the hardware appliance used convert the video feed for video streaming on the web. It also records the video and provides the MP4 file for archive playback.
Granicus Video - Online Training	Granicus Video - Online Training

Solution	Description
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.
Granicus Live Cast Encoding Software	Granicus Live Cast Software will convert the video feed for video streaming on the web which will also record video and provides the MP4 file for archive playback. *Only used with the Live Cast encoder hardware and Live Cast solution.*
US Shipping Charge C - Large Item	US shipping of a large item
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
IQM2/Novus to Peak Basic Data Migration	Basic data migration from IQM2 or Novus into Peak. • Up to three years of meeting data • Agendas PDFs, minutes PDFs and videos • Items are not searchable but we have plans to make them searchable • Migration will be worked on during the deployment and delivered once client is live on Peak

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
    - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the

express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

- **Data obtained through the Granicus Advanced Network.**
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

DocuSign Envelope ID: 0A3E6C63-B9AA-4F95-8C37-24AAFB0D28FC

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-317298 dated 07 Mar 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Bensenville, IL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties for the Terminating and/or Existing Subscriptions listed herein. All such prior agreements between the parties are hereby void and of no force and effect.

GRANICUS

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-317298 dated 07 Mar 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Bensenville, IL	
Signature:	
Name:	
Title:	
Date:	

Granicus	
Signature:	DocuSigned by: Greg Eck 71FB6CB5D848403...
Name:	Greg Eck
Title:	Manager, Contracts
Date:	3/7/2024

RESOLUTION NO._____

A RESOLUTION GRANTING AUTHORIZATION TO THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH GRANICUS

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq*.; and

WHEREAS, the VILLAGE is empowered to make all agreements and contracts and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, the VILLAGE is in need of a new agenda and video software product and services; and

WHEREAS, Granicus has the products and services that will provide the Village to perform agenda and video services; and

WHEREAS, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into an agreement with Granicus per the terms set forth in the agreement attached hereto as Exhibit "A" in the amount not to exceed the amount indicated in the executed agreement under Exhibit "A".

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

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, an agreement with Granicus for the product and services as set forth in the Agreement attached hereto as Exhibit "A".

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the Board of Trustees of the Village of Bensenville, Illinois, this 26th day of March 2024.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent:_____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	M. Ribando	IT	03/19/24

DESCRIPTION:
Consideration of a Resolution to Purchase a New Village Phone System and Enter Into a Service Agreement with Chicago Business VOIP

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

[X] *Financially Sound Village*
Quality Customer Oriented Services
Safe and Beautiful Village
[ ] *Enrich the lives of Residents*
Major Business/Corporate Center
Vibrant Major Corridors

COMMITTEE ACTION:	DATE:
COW	03/19/24

BACKGROUND:
The current Avaya phone system is over 10 years old. It is no longer supported by the manufacturer and is becoming increasingly harder to maintain. Additionally, Avaya no longer manufactures the phones we currently use. Any future replacements or repairs would be obsolete.

KEY ISSUES:
The village received multiple proposals from Ring Central and Chicago Business VOIP. The village decided to go with Chicago Business VOIP because they had the lowest monthly costs and are a local company with a strong reputation for customer service.

They indicate a 99.99% service availability in their service agreements.

ALTERNATIVES:
Discretion of the Committee.

RECOMMENDATION:
Staff is recommending Approval of a Resolution to Purchase a New Village Phone System and Enter into a Service Agreement with Chicago Business VOIP.

BUDGET IMPACT:
The initial cost of the project is - $45,223.45 with recurring monthly costs of $3356.50 for phone service.

ACTION REQUIRED:
Approval of a Resolution to Purchase a New Village Phone System and Enter Into a Service Agreement with Chicago Business VOIP.

ATTACHMENTS:

Description	Upload Date	Type
Proposal	3/14/2024	Cover Memo
Resolution	3/15/2024	Cover Memo

CHICAGO BUSINESS VOIP LLC.

PREPARED FOR: THE VILLAGE OF BENSENVILLE

Overview

Chicago Business VoIP LLC. (CBV) is pleased to submit this proposal for integrated Hosted VoIP services for The Village of Bensenville. This document outlines the functionality and costs for a fully integrated solution that provides mobility solutions for all users, including a choice of CBV Mobility or Microsoft Teams. The solution provides for automated failover for each location should the internet go down or the power is interrupted for an extended period. This document will explain the pricing sent from our automated quoting system via email.

The Objective:

- Provide the Village of Bensenville with a unified communication platform for all buildings and users with automatic failover. The solution will include location-based failover and a choice of mobility options for each user.

SOLUTION DETAILS

CBV's Hosted VoIP Platform:

CBV has proudly served the Chicagoland area since 2009 and currently provides Hosted VoIP service for customers in 37 states and Canada. Although CBV is a nationwide service provider, we pride ourselves on living up to our registered trademark as Chicago's Hometown Phone Company for Business®.

CBV's unique Hosted VoIP network architecture is an active-active architecture, running in three data centers across three regions (East, Central, West) of the United States. This active-active design allows CBV to provide redundant registrations for every handset deployed in the field. The benefit of dual registrations makes it possible for calls to be routed around a failed data center if one goes down. The result is CBV 99.99% service availability SLA. Today we are delivering 99.999% platform availability. This high-availability network allows CBV to provide the Village of Bensenville with automatic site-to-site failover for inbound calls. Should the internet go down at one building, CBV's automatic failover system will reroute inbound calls to a secondary/backup location so no calls are missed. In this failover scenario, the calls are presented to the backup location with a prepend in the caller ID identifying the caller's originally intended department, allowing the Village of Bensenville team member to answer the call for the other department without confusing the citizen caller. When the internet connection is restored, CBV's system automatically returns inbound calls to their original configured location.

Another benefit of the CBV Hosted VoIP platform I'd like to highlight is our shared trunk/call path system built for the Village of Bensenville. Many Hosted VoIP providers operate on a "seat type" or "per seat" pricing model that can be financially overwhelming. CBV has designed a shared SIP trunk model for the village that lowers the overall cost of service delivery by allowing locations to share call paths (SIP Trunks). Each office location is built in our system as a single entity and each location can be billed as a separate entity. However, CBV configures our backend system to share SIP trunks between all departments and locations, thus taking advantage of economies of scale. This results in lower telecom costs for each department. See Figure 1 below.

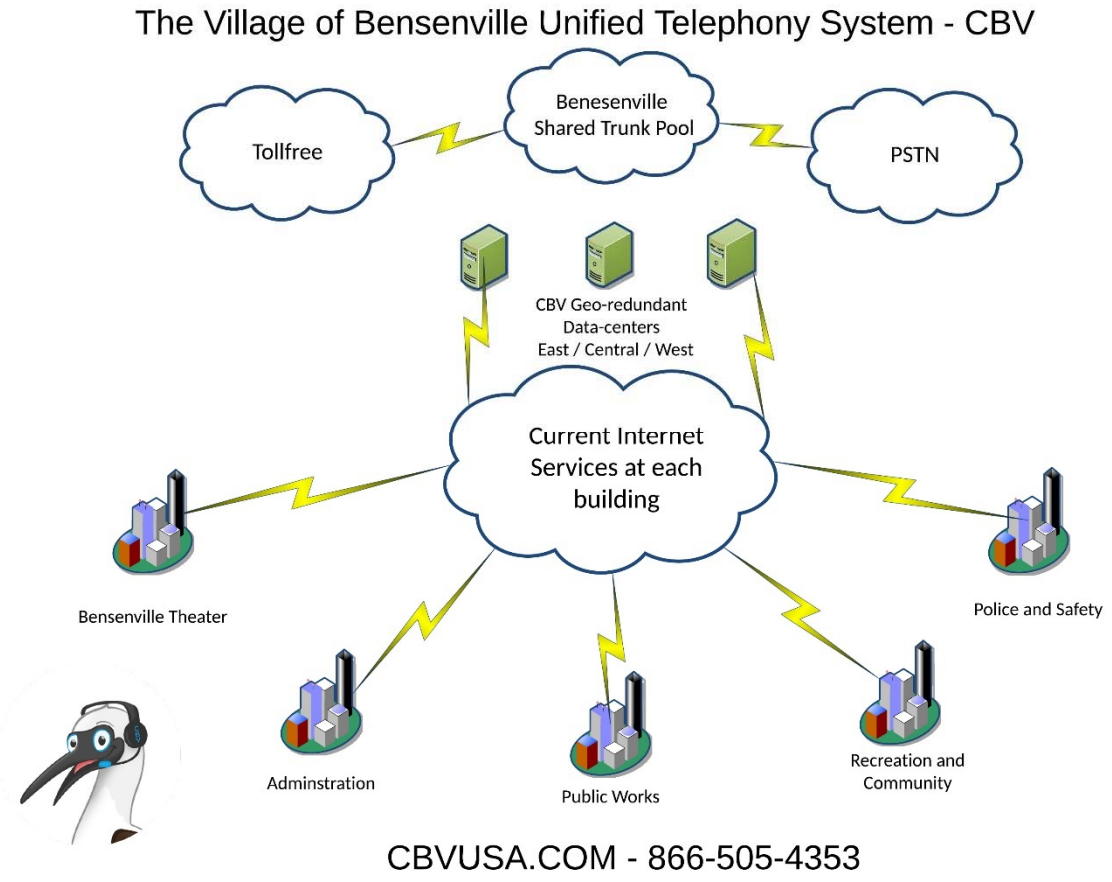


Figure 1

Poly Edge 350 – This is the proposed handset. Please see the attached PDF file, which describes the features of this handset.

CBV Smart AI Receptionist: Optional Service

CBV's Smart AI Receptionist and Auto Attendant system offers conversational AI that integrates with CBV's business VOIP system. Businesses leverage CBV's Smart AI Receptionist solution to automatically answer phones, route calls, and stop spam calls, 24/7–so the village can keep running without disruption.

The AI system will answer calls and route the caller to the correct department or user as defined by the village administration. Once the call is routed to the correct caller, the AI system will announce the caller to the user, wait for a response, and then direct the call as requested by the user. See Figure 2 below for a sample call flow diagram.

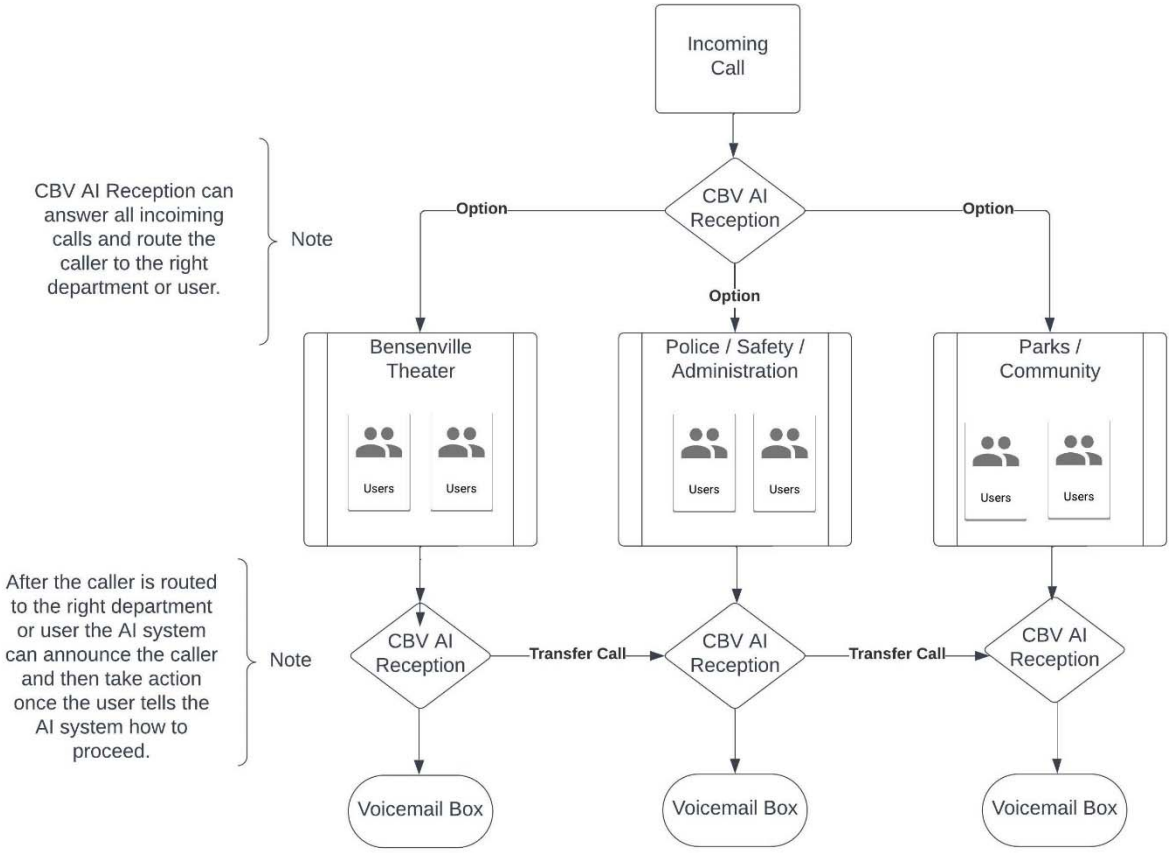


Figure 2

INTEGRATED SOLUTION PRICING

The following table details the pricing for delivery of the services outlined above. Each location is separated out as given to CBV by 7Layer IT Solutions.

All Location – Poly 350 Edge – 171 Total users	
Service Description:	**Costs:**
Auto Attendant/ Hunt Group (non-AI)	$40.00
VoIP Unlimited Trunks / Shared Call Paths – QTY 75 (minimum)	$1,575.00
PBX Access Fee - Per connected device. Provides access to all call features and unlimited inbound/outbound calling. QTY 174X$8.50	$1,479.00
Regulatory Recovery Fee	$262.5
Monthly Recurring Charges – Taxes and other fees not included:	**$3,356.50**
One-Time Setup and Installation Fees:	
On-Site Installation - Quoted per hour estimated - actual hours billed	$2,250.00
VoIP Unlimited New Account Setup Bundle: Includes new account creation, carrier services setup, new user(s) setup, Call Flow programming and testing.	$1,500.00
Porting Fee **Per Line** - Additional Line Port fee costs will be added to the first invoice	$14.00
Poly Edge E350 IP Phone - Corded - PoE Required - NFC, Wi-Fi, Bluetooth - Desktop - TAA Compliant - 8 x Total Line - VoIP - IEEE 802.11a/b/g/n - 2 x Network (RJ-45) - PoE Ports	$35,559.45
New Conference room phones - Polycom RealPresence Trio 8800 3 Total Phones	$1,950.00
Shipping of equipment (Estimated)	603.50
One-Time Equipment and Setup Charges – Taxes and fees not included:	**$41,876.95**
Total due at signing – First Month of service, Equipment, setup and installation charges:	**$45,223.45**
Taxes, shipping, handling, and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. By accepting this proposal, the customer agrees to terms and conditions found at https://chicagobusinessvoip.com/legal. This contract term is 36 Months from the date of installation.	
Continued on next page	

The following table details the pricing for delivery of the services outlined above. Each location is separated out as given to CBV by 7Layer IT Solutions.	
All Location – Poly Refurbished VVX410 Phones – 171 Total users	
Service Descriptions	**Costs:**
Auto Attendant/ Hunt Group (non-AI)	$40.00
VoIP Unlimited Trunks / Shared Call Paths – QTY 75 (minimum)	$1,575.00
PBX Access Fee - Per connected device. Provides access to all call features and unlimited inbound/outbound calling. QTY 174X$8.50	$1,479.00
Regulatory Recovery Fee	$262.5
Monthly Recurring Charges – Taxes and other fees not included:	**$3,356.50**
One-Time Setup and Installation Fees:	
On-Site Installation - Quoted per hour estimated - actual hours billed	$2,250.00
VoIP Unlimited New Account Setup Bundle: Includes new account creation, carrier services setup, new user(s) setup, Call Flow programming and testing.	$1,500.00
Porting Fee **Per Line** - Additional Line Port fee costs will be added to the first invoice	$14.00
Refurbished Polycom VVX 410 IP Phone - PoE Required - Desktop 1 Network (RJ-45)	$21,375.00
New Conference room phones - Polycom RealPresence Trio 8800 – 3 Total Phones	$1,950.00
Shipping of equipment (Estimated)	603.50
One-Time Equipment and Setup Charges – Taxes and fees not included:	**$27,692.50**
Total due at signing – First Month of service, Equipment, setup and installation charges:	**31,049.00**
Taxes, shipping, handling, and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. By accepting this proposal, the customer agrees to terms and conditions found at https://chicagobusinessvoip.com/legal. This contract term is 36 Months from the date of installation.	
Continued on next page	

CONCLUSION

CBV looks forward to working with The Village of Bensenville. Our hosted VoIP solution will serve the needs of all locations and users. Our Mobility solution will allow each of the users the ability to make and receive Village of Bensenville calls from their mobile phone if desired. Our implementation processes are proven, and the installation is a “non-event”. All phones are programmed, tested, and provisioned for each user. When the phones arrive at each location the only thing that needs to be done is for the phones to be assembled and plugged in at the user’s desk. CBV onboarding teams will handle all number port requests for the village.

If you have questions on this proposal, please contact Bob Welker at your convenience by email at Bob@cbvusa.com or by phone at 312-646-1149.

Thank you for your consideration,

Bob Welker

Bob Welker
Chicago Business VoIP LLC.
Bob@cbvusa.com
312-646-1149 – Direct

RESOLUTION NO._____

A RESOLUTION GRANTING AUTHORIZATION TO THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH CHICAGO BUSINESS VOIP LLC

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq*.; and

WHEREAS, the VILLAGE is empowered to make all agreements and contracts and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, the VILLAGE is in need of a village phone system and platform related services to allow for improvements in functionality and integrated solutions; and

WHEREAS, Chicago Business VOIP LLC has the products and services that will provide the Village a unified communications platform for all buildings and users with an automatic failover phone system and the related various functionality services ; and

WHEREAS, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into a agreement with Chicago Business VOIP LLC per the terms set forth in the agreement attached hereto as Exhibit "A" in the amount not to exceed the amount indicated in the executed agreement under Exhibit "A".

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

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, an agreement with Chicago Business VOIP LLC for the product and services as set forth

in the Agreement attached hereto as Exhibit "A".

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the Board of Trustees of the Village of Bensenville, Illinois, this 26th day of March 2024.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent:_____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	K. Pozsgay	CED	03.19.2024

DESCRIPTION:
Consideration of an Ordinance Granting a Variation, Fence in the Corner Side Yard at 145 S Ellis Street

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

	Financially Sound Village	X	Enrich the lives of Residents
	Quality Customer Oriented Services		Major Business/Corporate Center
X	Safe and Beautiful Village		Vibrant Major Corridors

COMMITTEE ACTION:	DATE:
COW	03/19/24

BACKGROUND:
1. The Petitioner is seeking approval of a variation to construct a fence in the corner side yard of their property.
2. The proposed fence is 5' high cedar wood fencing with an additional 1' of lattice at the top that will extend the fence line into the corner side yard. It will extend 48' feet northeast from the adjacent neighbor's fence before running 104' parallel to Grove Avenue.
3. The proposed fence location does not impact the east adjacent property driveway sight vision triangle.

KEY ISSUES:
1. Variations for fences in the corner side yard are a common request.
2. The applicant has agreed to Village design standards with 5 feet of solid fence with 1 foot of lattice on top.
3. The fence stays behind the front facade of the neighbor's home to the east.

ALTERNATIVES:
Discretion of the Committee.

RECOMMENDATION:
1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Variation, Fence in the Corner Side Yard at 145 S Ellis Street with the following conditions:
    1. Fence shall be setback 9 feet at the center point from the north (Grove Avenue) property line, as shown in plans;
       Fence shall be 5 feet high with an additional foot of lattice, as agreed by the applicant.
2. At their 03.05.24 Public Hearing, the Community Development Commission voted unanimously (7-0) to recommend approval of the request with conditions as noted above.

BUDGET IMPACT:
NA

ACTION REQUIRED:
Approval of an Ordinance Granting a Variation, Fence in the Corner Side Yard at 145 S Ellis Street.

ATTACHMENTS:

Description	Upload Date	Type
Cover Page	2/28/2024	Cover Memo

Aerial & Zoning	2/28/2024	Backup Material
Legal Notice	2/28/2024	Backup Material
Application	2/28/2024	Backup Material
Approval Standards	2/28/2024	Backup Material
Staff Report	2/28/2024	Executive Summary
Site Plans	2/28/2024	Backup Material
Fence Sample	2/28/2024	Backup Material
Plat of Survey	2/28/2024	Backup Material
Draft CDC Minutes	3/13/2024	Backup Material
Draft Ordinance	3/13/2024	Ordinance

BENSENVILLE
GATEWAY TO OPPORTUNITY

Community Development Commission
Public Hearing 3.05.24

CDC Case #2024 – 01

Ryan Medley
145 S Ellis Road

Variation, Fence in the Corner Side Yard
Municipal Code Sections 10 – 7 – 4C – 7a

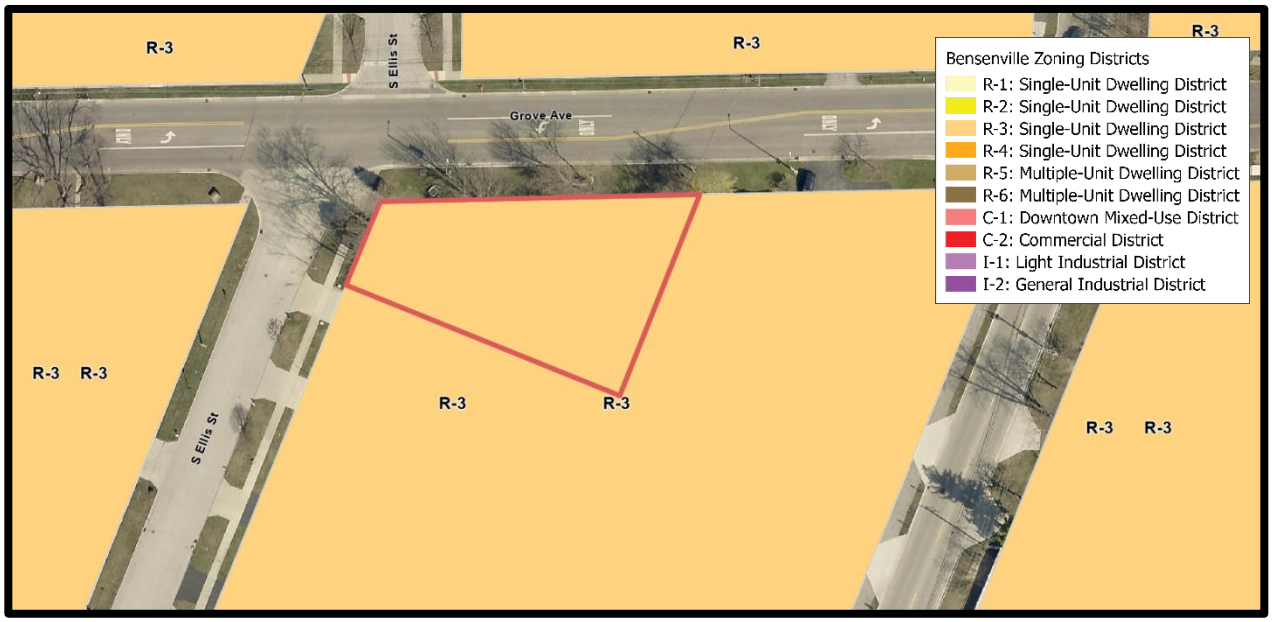
1. Aerial Photograph & Zoning Map of Subject Property
2. Legal Notice
3. Application
4. Staff Report & Exhibits
5. Plans

CDC# 2024-01

145 S Ellis Street
Ryan Medley
Variation, Fence in the Corner Side Yard
Municipal Code Section 10 – 7 – 4C – 7a

N

Village of Bensenville



LEGAL NOTICE/PUBLIC NOTICE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Meeting of the Community Development Commission of the Village of Bensenville, DuPage and Cook Counties, will be held on Tuesday, March 5, 2024 at 6:30 P.M, at which a Public Hearing will be held to review case No. 2024 – 01 to consider a request for:

Variation, Fence in the Corner Side Yard
Municipal Code 10 – 7 – 4C – 7A

At 145 S. Ellis Street is an existing R-3 Single-Unit Dwelling District. The Public Hearing will be held in the Village Board Room at Village Hall, 12 S. Center Street, Bensenville.

The Legal Description is as follows:

LOT 22 IN BLOCK 2 IN VOLK BROTHERS BRETWOOD, BEING A SUBDIVISION IN THE SOUTHWEST ¼ OF SECTION 14 AND THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 40 NOTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1927, AS DOCUMENT 235105, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 145 S. Ellis Street, Bensenville, Illinois 60106.

Ryan Medley of 145 S. Ellis Street, Bensenville, Illinois 60106 is the owner and the applicant for the subject property.

Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Bensenville should contact the Village Clerk, Village of Bensenville, 12 S. Center St., Bensenville, IL 60106, (630) 766-8200, at least three (3) days in advance of the meeting.

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend the Public Hearing and be heard. A link for electronic viewing will be posted on the Village website at least 48 hours prior to the meeting date. Written comments mailed to the Village Hall, and online comments submitted on the Village website, will be accepted by the Community and Economic Development Department through March 5, 2024 until 5:00 PM.

Office of the Village Clerk
Village of Bensenville

TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT
FEBRUARY 15, 2024

BENSENVILLE
COMMUNITY & ECONOMIC DEVELOPMENT

COMMUNITY DEVELOPMENT COMMISSION

DEVELOPMENT REVIEW PROCESS

01.14.2021

PROCESS SUMMARY AND TIMELINE

1. Application Submittal and Requirements

Prior to submitting an application, it is suggested that applicants meet with the Community and Economic Development Staff to review the application requirements and procedures. Incomplete applications cannot be accepted and/or processed. All questions regarding the request should be directed to the Community and Economic Development Department at (630) 350- 3413.

2. Village Staff Review & Recommendations

1. Village Staff will transmit the complete application to Village Departments for their review.
2. The Village Staff then prepares a Staff report that is sent to the applicant.
3. The applicant shall respond to the Staff report either by making requested/required revisions or stating why such revisions should not be made.
4. Upon resubmittal the applicant's responses will be reviewed by the Village Departments.
5. Final Staff report and recommendation is prepared.
6. Only after this final Staff report and recommendation are complete can a Public Hearing date be scheduled and the public review portion of the process begins.

3. Public Review & Decision

There are three distinct sections to the Public Review; the Public Hearing before the CDC, the Village Board Committee of the Whole (COW) meeting, and the full Village Board meeting. All fees and Village Staff services associated with the Public Review can be found on the attached fee schedule. Not less than 15 days nor longer than 30 days prior to the Public Hearing a three-pronged notice approach is required:

1. The Village publishes a Legal Notice of the Public Hearing in a local newspaper. The cost is deducted from the application fees.
2. The Village will provide written notice to owners of record within 250' (exclusive of Rights – Of – Way). These written notices are sent via first-class mail by Village Staff. Village Staff will then complete the Certificate of Mailing Affidavit for the application. The cost of the mailing will be deducted from the application fees.
3. The Village posts the notice of Public Hearing sign(s) on the property. A small fee to be deducted from the application fees.

A) CDC Public Hearing & Non-binding Recommendation

The CDC conducts the Public Hearing on the 1st Tuesday evening of the month at 6:30 PM. The applicant, municipal Staff and general public will make presentations, written comments are also accepted. At the close of the Public Hearing, the CDC discusses the request and then makes Findings of Fact and a non-binding recommendation to the Village President and Board of Trustees.

B) Village Board Committee Of the Whole

The Committee Of the Whole meets on the 3rd Tuesday evening of the month at 6:30 PM. The committee reviews the application, Staff report Findings of Fact and recommendation from the CDC. The applicant should be present at this meeting to answer any questions or make a brief presentation if necessary. The COW will vote on the application and forward the vote to the full Village Board or remand the request back to the CDC for additional discussion.

C) Village Board

The full Village Board has the final decision making authority on the application. Our Village Board meets the 2nd and 4th Tuesday evening of the month at 6:30 PM. A draft Ordinance is prepared by Staff for the Village Board's review and consideration. The Board will discuss the request and vote on the Ordinance. The Village Clerk will forward a copy of the approved Ordinance to you in the weeks following the Village Board meeting.

For Office Use Only
Date of Submission: _____ MUNIS Account #: _____ CDC Case #: _____

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 145 S Ellis St. Bensenville, IL 60106

Property Index Number(s) (PIN): 03-14-314-001-0000

A. PROPERTY OWNER:

Ryan Medley		
Name	Corporation (if applicable)	
145 S. Ellis St.		
Street		
Bensenville	IL	60106
City	State	Zip Code
Ryan Medey	919-930-5519	medleyryan22@gmail.com
Contact Person	Telephone Number	Email Address

*If Owner is a Land Trust, attach a list of the names and addresses of the beneficiaries of the Trust.

B. APPLICANT: ☒ Check box if same as owner

Name	Corporation (if applicable)	
Street		
City	State	Zip Code
Contact Person	Telephone Number	Email Address

B. ACTION REQUESTED (Check applicable):

- ☐ Site Plan Review
- ☐ Special Use Permit
- ☑ Variation
- ☐ Administrative Adjustment
- ☐ Zoning Text or Map Amendment
- ☐ Zoning Appeal
- ☐ Plat of Subdivision
- ☐ Annexation
- ☐ Planned Unit Development*

*See Staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS:

- ☑ Affidavit of Ownership** (signed/notarized)
- ☑ Application**
- ☐ Approval Standards**
- ☑ Plat of Survey/Legal Description
- ☑ Site Plan
- ☐ Building Plans & Elevations
- ☐ Engineering Plans
- ☐ Landscape Plan
- ☐ Tree Preservation and Removal Plan
- ☑ Application Fees
- ☑ Fees agreement**

**Item located within this application packet.

Brief Description of Request(s): (Submit separate sheet if necessary)

Requesting Approval for Corner Side Yard Fence at the property located located at 145 S. Ellis St. Corner of Ellis St. and Grove Ave. Fence will be 5' cedar wood privacy fence. (Example photo attached)

C. PROJECT DATA:

1. General description of the site: Residential Home

2. Acreage of the site: .49 Building Size (if applicable): _____

3. Is this property within the Village limits? (Check applicable below)
   - ☑ Yes
   - ☐ No, requesting annexation
   - ☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.

4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)

_____

_____

_____

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:			
North:			
South:			
East:			
West:			

D. APPROVAL STANDARDS:

The applicant must compose a letter describing how the request(s) specifically meets the individual criteria from the appropriate Approval Standards, found in Village Code and on the following pages. The CDC will be unable to recommend approval of a request without a response to the pertinent "Approval Standards."

Approval Standards For Site Plan Review

1. The site plan for the proposed development is consistent with the existing character and zoning of adjacent properties and other property within the immediate vicinity of the proposed development.

2. The site plan for the proposed development will not adversely impact adjacent properties and other properties within the immediate vicinity of the proposed development.

3. The site plan for the proposed development will be provided with adequate utilities, access roads, parking, loading, drainage, stormwater flow paths, exterior lighting, and/or other necessary facilities.

4. The site plan for the proposed development is designed to preserve the environmental resources of the zoning lot.

5. The site plan shall accommodate on-site pedestrian circulation from parking areas, plazas, open space, and public rights-of-way. Pedestrian and vehicular circulation shall be separated to the greatest extent possible.

6. The site plan shall locate curb cuts for safe and efficient ingress and egress of vehicles. The use of shared curb cuts and cross-access easements shall be provided when appropriate.

7. The site plan for the proposed development includes architectural design that contributes positively to the Village's aesthetic appearance.

8. The site plan for the proposed development is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Approval Standards for Special Uses

1. The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.

2. The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.

3. The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.

4. The proposed special use will not require utilities, access roads, drainage and/or other facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

5. The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Approval Standards for Variations

1. The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

2. The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

3. The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

4. The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

5. The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

6. The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Approval Standards for Administrative Adjustment

1. The proposed administrative adjustment will not endanger the health, safety, comfort, convenience, and general welfare of the public.

2. The proposed administrative adjustment is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed administrative adjustment.

3. The proposed administrative adjustment alleviates an undue hardship created by the literal enforcement of this title.

4. The proposed administrative adjustment is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

5. The proposed administrative adjustment represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject adjustment.

6. The proposed administrative adjustment is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Approval Standards for Zoning Text or Map Amendments

1. Approval standards for text amendments:
   a. The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public.

   b. The proposed amendment corrects an error, adds clarification, or reflects a change in policy.

   c. The proposed amendment is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

2. Approval standards for map amendments:
   a. The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public.

   b. The proposed amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment.

   c. The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.

   d. The proposed amendment addresses the community need for a specific use.

   e. The proposed amendment corrects an error, adds clarification, or reflects a change in policy.

   f. The proposed amendment is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Approval Standards for Planned Unit Developments

A. The proposed planned unit development fulfills the objectives of the Comprehensive Plan, and other land use policies of the Village, through an innovative and creative approach to the development of land.

B. The proposed planned unit development will provide walkways, driveways, streets, parking facilities, loading facilities, exterior lighting, and traffic control devices that adequately serve the uses within the development, promote improved access to public transportation, and provide for safe motor vehicle, bicycle, and pedestrian traffic to and from the site.

C. The proposed planned unit development will provide landscaping and screening that enhances the Village's character and livability, improves air and water quality, reduces noise, provides buffers, and facilitates transitions between different types of uses.

D. The proposed planned unit development will incorporate sustainable and low impact site design and development principles.

E. The proposed planned unit development will protect the community's natural environment to the greatest extent practical, including existing natural features, water courses, trees, and native vegetation.

F. The proposed planned unit development will be provided with underground installation of utilities when feasible, including electricity, cable, and telephone, as well as appropriate facilities for storm sewers, stormwater retention, and stormwater detention.

APPLICATION FEES

The fee schedule for items that require appearance before the Community Development Commission and/or Village Board as follows:

ACTION REQUIRED	FEE
Variation for Residential Use	$100
Annexation Petition	$250
Appeal of Director	$500
Comprehensive Plan Map Amendment	$500
Comprehensive Plan Text Amendment	$500
Plat of Subdivision	$500
Special Use Permit	$500
Variation for Nonresidential Use	$500
Zoning Map Amendment	$500
Zoning Text Amendment	$500
Planned Unit Development	$750
PUD Amendment	$500

Processing Fees: $200
The Staff will provide, as a service to the applicant, the following as legally required:

- Publish the required legal notice in local publication
- Post a public hearing sign on the property visible from the public way
- Mail the legal notice to each property owner within 250 feet of the applicant property

Any required Recording of Documents will be the responsibility of the applicant with fees Assessed by the County.

****Application fees are non-refundable and payment does not constitute approval of project****

In cases where the developer is petitioning for more than one request, fees shall be collected for each request. An exception in instances where a planned unit development and subdivision plat are being requested simultaneously one fee is collected.

Reimbursement of Fees: In addition to the fixed fee(s) provided above, the petitioner/applicant shall enter into a reimbursement of fees agreement with the Village. The reimbursement of fees agreement shall encompass all applications or petitions pending with the Village, including any additional matters not set forth hereinabove. The reimbursement of fees agreement shall be in the following form:

Should the Village, in its sole and exclusive discretion, determine that it is necessary or desirable for the Village to obtain professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, court reporters, traffic, appraisers, environmental, drainage or other consultants, including full and/or part time site inspection services during the actual construction of any required improvements, and/or to incur costs related to any required notices or recordations, in connection with any Petition or Application filed by the Petitioner/Applicant, then the Petitioner/Applicant shall liable for the payment of such professional fees and costs, as shall actually be incurred by the Village, plus an additional ten percent (10%) to cover the Village's administrative expenses.

Upon the failure of the Petitioner/Applicant to reimburse the Village in accordance with this Agreement, no further action shall be undertaken on any Petition or Application by the Village President and Board of Trustees, or by any other official or quasi-official individual or body thereunder, including the conduct of any hearings or deliberations, the granting of any relief or approvals, and the execution or recording of any documents, until all such outstanding fees are paid in full. Further, the Village may deny any application for a grading, building or other permit if such amounts have not been paid in full. Upon any failure to reimburse the Village in accordance with this Section, the Village may in its discretion, elect to place a lien against any real property associated with the Petitioner/Applicant's Petition or Application. In the event such amounts are not paid in full within sixty (60) days after the date when the statement of such amounts due is delivered or deposited in the U.S. mail by the Village, such amounts due shall be deemed delinquent and thereafter a delinquency charge of one percent (1%) per month, or portion thereof, with a minimum delinquency charge of $5.00 per month, shall be added to the amount due until such amount, including all delinquency charges, is received by the Village. Said lien shall be in an amount equal to the outstanding amount owed to the Village.

The remedies available to the Village as set forth hereinabove are non-exclusive and nothing herein shall be deemed to limit or waive the Village's right to seek relief of such fees against any or all responsible parties in a court of competent jurisdiction.

BY SIGNING BELOW, THE PETITIONER/APPLICANT ACKNOWLEDGES THAT THEY HAVE READ THE FOREGOING PARAGRAPHS AND FULLY UNDERSTANDS AND AGREES TO COMPLY WITH THE TERMS SET FORTH HEREIN. FURTHER, BY SIGNING BELOW, THE SIGNATORY WARRANTS THAT THEY POSSESS FULL AUTHORITY TO SO SIGN.

THE PETITIONER/APPLICANT AGREES THAT THEY SHALL BE LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE ORDINANCES OF THE VILLAGE OF BENSENVILLE, AND AS SET FORTH HEREIN.

Ryan Medley

Petitioner/Applicant

1/23/2024

Date

STATE OF ILLINOIS)
)SS.
COUNTY OF DUPAGE AND COOK)

AFFIDAVIT OF OWNERSHIP

I Ryan C. Medley the undersigned Affiant, being first duly sworn, on oath states:

1. That Affiant has personal knowledge of the representations and statements made herein, and has examined all necessary documents, records of ownership and such other information as is required to confirm the statements and representations herein;
2. That the owner(s) and contract purchaser(s), if any, as set forth on the Petition attached hereto is (are) the owner(s) of record and contract purchasers of said property;
3. That all consents to the attached Petition required of lenders or of others holding an interest in the property have been obtained;
4. This Affidavit of Ownership is given to induce the Village of Bensenville, without further inquiry as to ownership or purchase interest, to rely on said statements and representations and to process and set for Public Hearing the Petition as attached hereto; and,
5. Affiant is aware of and has been advised that any false statement set forth in this Affidavit of Ownership may subject Affiant to criminal sanctions for perjury, punishable as provided by the statutes of the State of Illinois in relation to the crime of perjury.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit of Ownership this 25th day of, January 2024.

Signature

SUBSCRIBED and **SWORN** to

before me this 25 day of, JANUARY 2024

Notary Public

Official Seal
JAIME OCHOA
Notary Public, State of Illinois
Commission No. 898133
My Commission Expires July 16, 2027

Subject: Agreement to Proposed Variations in Accordance with Stipulated Standards

Ryan Medley

145 S. Ellis St.

Bensenville, IL 60106

medleyryan22@gmail.com

919-930-5519

1/23/2024

Village of Bensenville

Attn: Community Development Commission

12 S Center St

Bensenville, IL 60106

Dear Community Development Commission,

I am writing this letter to formally acknowledge and express agreement with the proposed variations outlined below, as they adhere to the established standards and guidelines set forth:

1. The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.
2. The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.
3. The proposed variation alleviates an undue hardship created by the literal enforcement of this title.
4. The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.
5. The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.
6. The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

By adhering to these standards, I believe that the proposed variations will contribute positively to the community, ensuring responsible development that aligns with the overarching goals and principles of our municipality.

I hereby confirm the commitment to implement the proposed variations in strict accordance with the aforementioned standards. I understand the importance of upholding the health, safety, and welfare of the public while respecting the character of the surrounding properties and alleviating any undue

hardships. Additionally, I recognize the unique attributes of the subject property and will ensure that the proposed variations represent the minimum deviation necessary to achieve the desired improvements.

Furthermore, I affirm our dedication to aligning with the Comprehensive Plan, this title, and other relevant land use policies of the Village.

Please feel free to reach out if further clarification or documentation is required.

Thank you for your attention to this matter, and I look forward to contributing positively to the community through the implementation of these proposed variations.

Sincerely,

Ryan C. Medley

BENSENVILLE
COMMUNITY DEVELOPMENT COMMISION

STAFF REPORT

HEARING DATE: March 5, 2024
CASE #: 2024 – 01
PROPERTY: 145 S. Ellis Street
PROPERTY OWNER: Ryan Medley
APPLICANT Same as Above
SITE SIZE: 13,629 SF
BUILDING SIZE: N/A
PIN NUMBER: 03-14-314-001
ZONING: R – 3 Single-Unit Dwelling District
REQUEST: Variation, Fence in the Corner Side Yard
Municipal Code Section 10 – 7 – 4C – 7a

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday, February 15, 2024. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted one Notice of Public Hearing sign on the property, visible from the public way on February 15, 2024.
3. On February 15, 2024, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner is seeking approval of a variation to construct a fence in the corner side yard of their property. The proposed fence is 5-foot-high cedar wood fencing with an additional 1 foot of lattice that would extend the fence line further into the corner side yard on the Grove St side. The proposed fence location does not extend past the front façade of the adjacent neighbor's house.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	R-3	Residential	Single Family Residential	Village of Bensenville
North	R-3	Residential	Single Family Residential	Village of Bensenville
South	R-3	Residential	Single Family Residential	Village of Bensenville
East	R-3	Residential	Single Family Residential	Village of Bensenville
West	R-3	Residential	Single Family Residential	Village of Bensenville

DEPARTMENT COMMENTS:

S*UPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*

	Financially Sound Village
	Quality Customer Oriented Services
X	Safe and Beautiful Village
X	Enrich the lives of Residents
	Major Business/Corporate Center
	Vibrant Major Corridors

Finance:

1) Account up to date and no liens.

Police:

1) No comment.

Engineering and Public Works:

1) No comment.

Community & Economic Development**:**

Economic Development:

1) No comment.

Fire Safety:

1) No comment.

Building:

1) No comment.

Planning:

1) The 2015 Comprehensive Plan indicates "Single Family Residential" for this property.
2) The current zoning is R-3 Single-Unit Dwelling.
3) The Petitioner is seeking approval of a variation to construct a fence in the corner side yard of their property. The proposed fence is 5-foot-high cedar wood fencing with an additional foot of lattice that will extend the fence line further into the corner side yard.
4) Per Village code Section 10-7-4C-7 the following regulations apply to fences and walls:
    a. Location: In all zoning districts, fences and walls are allowed in the interior side yard and rear yard.
        i. The petitioner is requesting a variation from this requirement. The fence is proposed to extend into the corner side yard of the property, on the Grove St side, roughly 9 feet off the property line.
        ii. Staff is supportive of this variation request.
    b. Height: The maximum height of a fence or wall shall be measured from the ground at the base of the fence or wall. Residential And Commercial Districts: In Residential and Commercial Zoning Districts, the maximum height of a fence or wall shall be six feet (6').

i. The proposed fence is 5 feet high with an additional foot of lattice, which does not exceed the maximum height requirements.

c. Per the proposed plans, the applicant is proposed to extend the fence 48 feet northeast of the end post for the neighbor's fence. This would leave the fence approximately 20 feet from Grove Avenue. The fence would run parallel with the street and connect to the northeast corner of the home.
d. In the past variations granted to allow corner side yard fences were done so with the condition that there shall be 1 foot of lattice atop the 5 feet of solid material. This is what the applicant agreed to.
e. The proposed fence does not come within the 10 foot x 10 foot sight vision triangle, either on the applicant's or the neighboring properties.
f. Traditionally, staff recommends that the fence be set back from the sidewalk within the public Right-of-Way to ensure that the there is ample spacing between the sidewalk and the fence. There is no sidewalk on the north side of this property. The applicant proposes to ensure the fence is 9 feet from the property line. Staff believes this spacing is adequate.

Applicant Response: Adjusting fence plan to be 5 feet high with 1 foot of lattice on top.

APPROVAL STANDARDS FOR VARIATIONS:

1. **Public Welfare:** The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant's Response: The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

2. **Compatible with Surrounding Character:** The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

Applicant's Response: The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

3. **Undue Hardship**: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

Applicant's Response: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

4. **Unique Physical Attributes:** The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

Applicant's Response: The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

5. **Minimum Deviation Needed**: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

Applicant's Response: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

6. **Consistent with Ordinance and Plan:** The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Fence in the Corner Side Yard	**Meets Standard**	
Approval Standards for Variations	*Yes*	*No*
Public Welfare	X	
Compatible with Surrounding Character	X	
Undue Hardship	X	
Unique Physical Attributes	X	
Minimum Deviation Needed	X	

RECOMMENDATIONS:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Variation, Fence in the Corner Side Yard at 145 S. Ellis Street with the following conditions:
    a. Fence shall be setback 9 feet from the north (Grove Avenue) property line, as shown in plans;
    b. Fence shall be 5 feet high with an additional foot of lattice, as agreed to by the applicant.

Respectfully Submitted,
Department of Community & Economic Development

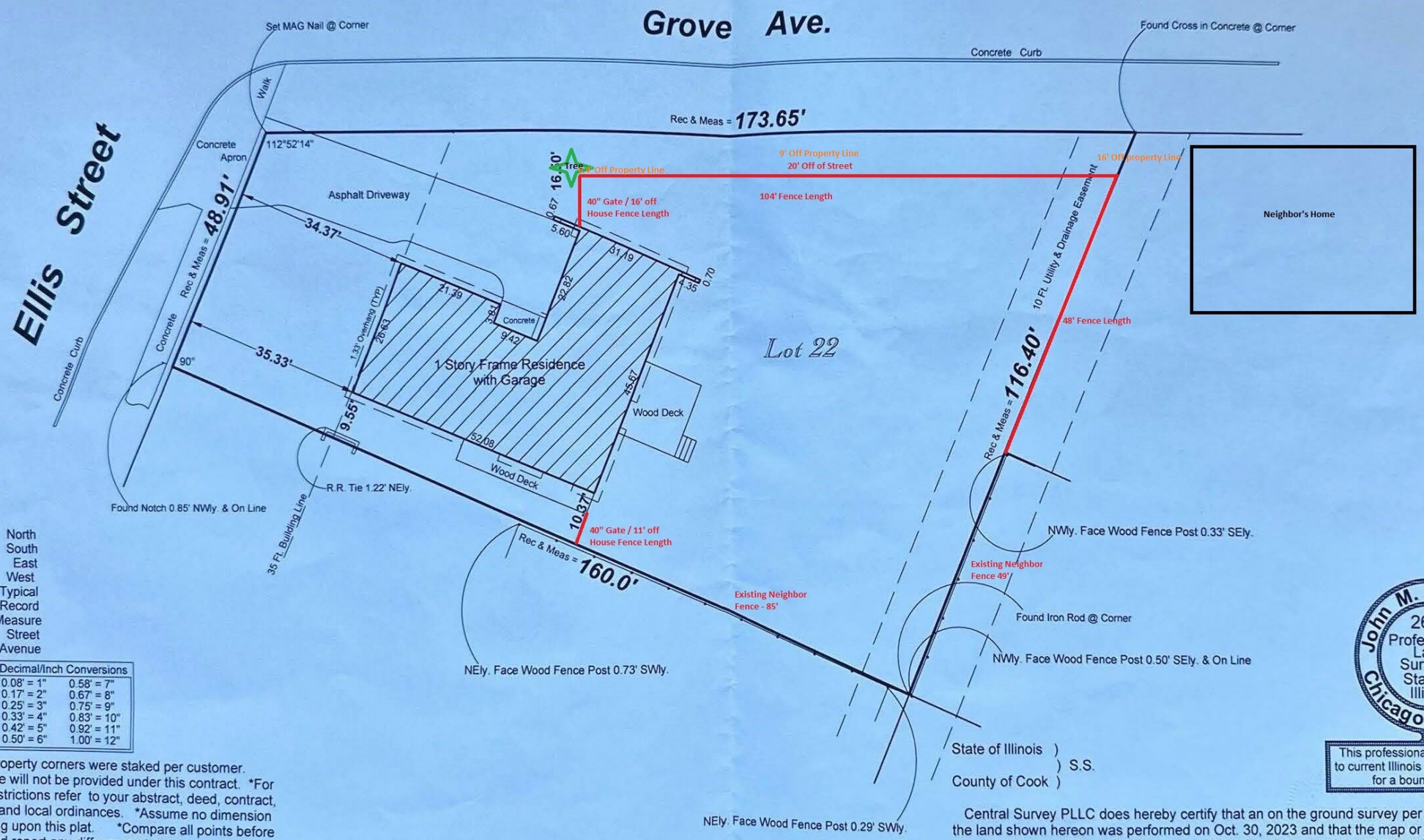
The meeting for the Village of Bensenville CDC Public Hearing will take place on Tuesday, March 5, 2024. A representative must be present for this meeting. The CDC recommendation will be forwarded to the Village Board Committee of the Whole meeting on Tuesday, March 19, 2023. A representative must be present for this meeting. Final decision on the case will be made at this Village Board of Trustees meeting on Tuesday, March 26, 2023. A representative is not required to be present for this meeting.

6415 N. Caldwell Ave.
Chicago, Il. 60646

Plat of Survey by Central Survey PLLC

Phone (773) 631-5285
Fax (773) 775-2071
www.Centralsurvey.com

Legal Description
Lot 22 in Block 2 in Volk Brothers Bretwood, being a Subdivision in the Southwest ¼ of Section 14 and the Southeast ¼ of Section15, Township 40 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded May 7, 1927 as Document 235105, in DuPage County, Illinois
Commonly Known as: 145 S. Ellis Street, Bensenville, Illinois
Area of Land Described: 13,223 Sq. Ft.



Legend

N.	=	North
S.	=	South
E.	=	East
W.	=	West
(TYP)	=	Typical
Rec	=	Record
Meas	=	Measure
St.	=	Street
Ave.	=	Avenue

	Decimal/Inch Conversions	
0.01' = 1/8"		
0.02' = 1/4"	0.08' = 1"	0.58' = 7"
0.03' = 3/8"	0.17' = 2"	0.67' = 8"
0.04' = 1/2"	0.25' = 3"	0.75' = 9"
0.05' = 5/8"	0.33' = 4"	0.83' = 10"
0.06' = 3/4"	0.42' = 5"	0.92' = 11"
0.07' = 7/8"	0.50' = 6"	1.00' = 12"

NOTES: *Property corners were staked per customer. *AutoCad file will not be provided under this contract. *For building restrictions refer to your abstract, deed, contract, title policy and local ordinances. *Assume no dimension from scaling upon this plat. *Compare all points before building and report any difference at once.

Scale: 1 Inch equals 20 Feet.
Ordered By: Galanopoulos & Galgan
Order Number: 145D

John M. Henriksen 2668 Professional Land Surveyor State of Illinois Chicago, Illinois

This professional service conforms to current Illinois minimum standards for a boundary survey.

State of Illinois)
) S.S.
County of Cook)

Central Survey PLLC does hereby certify that an on the ground survey per record description of the land shown hereon was performed on Oct. 30, 2023 and that the map or plat hereon drawn is a correct representation of said survey. When bearings are shown the bearing base is assumed. Dimensions are shown in feet and hundredths and are correct at a temperature of 68° Fahrenheit.

Dated this 30th day of October 2023

John M. Henriksen P.L.S. #2668 (exp.11/30/2024) Professional Design Firm Land Surveying LLC (#184.005417)

6415 N. Caldwell Ave.
Chicago, Il. 60646

Plat of Survey *by* Central Survey PLLC

Phone (773) 631-5285
Fax (773) 775-2071
www.Centralsurvey.com

Legal Description

Lot 22 in Block 2 in Volk Brothers Bretwood, being a Subdivision in the Southwest ¼ of Section 14 and the Southeast ¼ of Section15, Township 40 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded May 7, 1927 as Document 235105, in DuPage County, Illinois
Commonly Known as: 145 S. Ellis Street, Bensenville, Illinois
Area of Land Described: 13,223 Sq. Ft.

Legend

N.	=	North
S.	=	South
E.	=	East
W.	=	West
(TYP)	=	Typical
Rec	=	Record
Meas	=	Measure
St.	=	Street
Ave.	=	Avenue

	Decimal/Inch Conversions	
0.01' = 1/8"		
0.02' = 1/4"	0.08' = 1"	0.58' = 7"
0.03' = 3/8"	0.17' = 2"	0.67' = 8"
0.04' = 1/2"	0.25' = 3"	0.75' = 9"
0.05' = 5/8"	0.33' = 4"	0.83' = 10"
0.06' = 3/4"	0.42' = 5"	0.92' = 11"
0.07' = 7/8"	0.50' = 6"	1.00' = 12"

NOTES: *Property corners were staked per customer. *AutoCad file will not be provided under this contract. *For building restrictions refer to your abstract, deed, contract, title policy and local ordinances. *Assume no dimension from scaling upon this plat. *Compare all points before building and report any difference at once.

Scale: 1 Inch equals 20 Feet.
Ordered By: Galanopoulos & Galgan
Order Number: 145D

John M. Henriksen
2668
Professional Land Surveyor
State of Illinois
Chicago, Illinois

This professional service conforms to current Illinois minimum standards for a boundary survey.

State of Illinois)
) S.S.
County of Cook)

Central Survey PLLC does hereby certify that an on the ground survey per record description of the land shown hereon was performed on Oct. 30, 2023 and that the map or plat hereon drawn is a correct representation of said survey. When bearings are shown the bearing base is assumed. Dimensions are shown in feet and hundredths and are correct at a temperature of 68° Fahrenheit.

Dated this 30th day of October 2023

John M. Henriksen P.L.S. #2668 (exp.11/30/2024) Professional Design Firm Land Surveying LLC (#184.005417)

Village of Bensenville
Board Room
12 South Center Street
DuPage and Cook Counties
Bensenville, IL, 60106

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

March 5, 2024

CALL TO ORDER: The meeting was called to order by Chairman Rowe at 6:30p.m.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz
Absent: None
A quorum was present.

STAFF PRESENT: K. Pozsgay, K. Quinn, C. Williamsen

JOURNAL OF PROCEEDINGS: The minutes of the Community Development Commission Meeting of the December 5, 2023 were presented.

Motion: Commissioner King made a motion to approve the minutes as presented. Commissioner Wasowicz seconded the motion.

All were in favor. Motion carried.

Director of Community and Economic Development, Kurtis Pozsgay and Village Planner, Kevin Quinn were present and sworn in by Chairman Rowe.

PUBLIC COMMENT: There was no Public Comment.

Public Hearing: CDC Case Number 2024-01
Petitioner: Ryan Medley
Location: 145 S. Ellis Street
Request: Variation, Fence in the Corner Side Yard
Municipal Code Section 10 – 7 – 4C – 7a

Motion: Commissioner Wasowicz made a motion to open CDC Case No. 2024-01. Commissioner Marcotte seconded the motion.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz
Absent: None

DRAFT

A quorum was present.

Chairman Rowe opened CDC Case No. 2024-01 at 6:32 p.m.

Director of Community and Economic Development, Kurtis Pozsgay, was present and sworn in by Chairman Rowe. Mr. Pozsgay stated a Legal Notice was published in the Bensenville Independent on February 15, 2024. Mr. Pozsgay stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Pozsgay stated Village personnel posted one Notice of Public Hearing sign on the property, visible from the public way on February 15, 2204. Mr. Pozsgay stated on February 15, 2024 Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 3000' of the property in question. Mr. Pozsgay stated an affidavit of mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Pozsgay stated the Petitioner is seeking approval of a variation to construct a fence in the corner side yard of their property. Mr. Pozsgay stated the proposed fence is 5-foot-high cedar wood fencing that would extend the fence line further into the corner side yard on the Grove St side. Mr. Pozsgay stated the proposed fence location does not extend past the front façade of the adjacent neighbor's house.

Ryan Medley, property owner, was present and sworn in by Chairman Rowe. Mr. Medley reviewed the proposed fence plan with the Commission. Mr. Medley stated the plans will match the neighbors fence to the east. Mr. Medley stated he has no objections to Staff's recommendations.

There were no further questions from the Commission.

Public Comment

Chairman Rowe asked if there were any members of the Public that would like to make comment. There were none.

Mr. Pozsgay reviewed the Approval Standards for the proposed variation consisting of:

DRAFT

1. **Public Welfare:** The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant's Response: The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

2. **Compatible with Surrounding Character:** The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

Applicant's Response: The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

3. **Undue Hardship**: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

Applicant's Response: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

4. **Unique Physical Attributes:** The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

Applicant's Response: The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

5. **Minimum Deviation Needed**: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

Applicant's Response: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

6. **Consistent with Ordinance and Plan:** The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

DRAFT

Applicant's Response: The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Pozsgay stated:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Variation, Fence in the Corner Side Yard at 145 S. Ellis Street with the following conditions:
    a. Fence shall be setback 19 feet from the north (Grove Avenue) property line, as shown in plans;
    b. Fence shall be 5 feet high, as proposed by the applicant.

There were no questions from the commission.

Motion: Commissioner Marcotte made a motion to close CDC Case No. 2024-01. Commissioner Rott seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2024-01 at 6:37 p.m.

Motion: Commissioner Marcotte made a motion to approve the Variation; Fence in the Corner Side Yard; Municipal Code Section 10-7-4C-7a with Staff's Recommendations. Commissioner Rott seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

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Public Hearing: CDC Case Number 2024-02
Petitioner: CPI/DSP Larsen Lane Owner, LLC
Location: 700 Larsen Lane
Request: Variation, Setback Requirements
Municipal Code Section 10 – 6 – 21 – 1F
Variation, Rooftop Mechanical Equipment Screening Requirements
Municipal Code Section 10 – 7 – 4 – 13b

Motion: Commissioner Chambers made a motion to open CDC Case No. 2024-02. Commissioner Marcotte seconded the motion.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz
Absent: None
A quorum was present.

Chairman Rowe opened CDC Case No. 2024-02 at 6:39 p.m.

Director of Community and Economic Development, Kurtis Pozsgay, was present and sworn in by Chairman Rowe. Mr. Pozsgay stated a Legal Notice was published in the Bensenville Independent on February 15, 2024. Mr. Pozsgay stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Pozsgay stated Village personnel posted one Notice of Public Hearing sign on the property, visible from the public way on February 15, 2204. Mr. Pozsgay stated on February 15, 2024 Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 3000' of the property in question. Mr. Pozsgay stated an affidavit of mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Pozsgay stated the Petitioner, CPI/DSP Larsen Lane Owner, L.L.C, is seeking approval of two variances. Mr. Pozsgay stated the first variation seeks to reduce the 20' setback requirement on the west boundary of the storage area to 2' on the west boundary. Mr. Pozsgay stated they seek this to increase the usable area for outdoor storage while remaining under the allowable 25% of outdoor storage within the lot area.

DRAFT

Mr. Pozsgay stated the second variation seeks to remove the screening requirement for roof-mounted mechanical equipment, as the proposed 24" roof mounted make-up unit is over 10' from any supporting wall and over 1,000' from the main ROW.

Emily Wench, CPI/DSP Larsen Lane Owner, LLC, was present and sworn in by Chairman Rowe. Ms. Wench stated the wet side of the property requires a 20 foot setback and the proposed plans allow for a 2 foot setback. Ms. Welch reviewed plans for the mechanical screening proposal as well.

Commissioner Rott asked how close the proposed operations were to Residential properties. Ms. Welch stated there is no residential property close by; the property is surrounded by industrial.

Public Comment

Chairman Rowe asked if there were any members of the Public that would like to make comment. There were none.

Mr. Pozsgay reviewed the Approval Standards for the proposed variations consisting of:

1. **Public Welfare:** The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant's Response: The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

2. **Compatible with Surrounding Character:** The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

Applicant's Response: The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

3. **Undue Hardship**: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

Applicant's Response: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

DRAFT

4. **Unique Physical Attributes:** The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

Applicant's Response: The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the application.

5. **Minimum Deviation Needed**: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

Applicant's Response: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

6. **Consistent with Ordinance and Plan:** The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Pozsgay stated:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Variation for Setback Requirement.
2. Any proposed screening of the outdoor storage must be opaque.
3. If screening is a chain link fence with slats, the slats must be of uniform color and the chain link must be powder coated black, to be approved by Zoning Administrator during permitting.
4. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Rooftop Mechanical Equipment Screening Requirement.

There were no questions from the commission.

Motion: Commissioner Chambers made a motion to close CDC Case No. 2024-02. Commissioner Wasowicz seconded the motion.

DRAFT

ROLL CALL: Ayes: Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2024-02 at 6:44 p.m.

Motion: Commissioner Marcotte made a motion to approve the Variation; Setback Requireemtns; Municipal Code Section 10-6-21-1F with Staff's Recommendations. Commissioner Rott seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Marcotte made a motion to approve the Variation; Rooftop Mechanical Equipment Screening Requirements; Municipal Code Section 10-7-4-13b with Staff's Recommendations. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Ciula, King, Marcotte, Wasowicz

Nays: Rott

Motion carried.

Public Hearing: CDC Case Number 2024-03
Petitioner: 2540 Flournoy LLC
Location: 740 County Line Road
Request: Site Plan Review
Municipal Code Section 10-3-2
Special Use Permit, Medium Industrial
Municipal Code Section 10-7-2-1
Variation, Driveway Width Requirements
Municipal Code Section 10 – 8 – 8c
Variation, Tree Replacement Rate Requirements
Municipal Code Section 10 – 9 – 2B1

Motion: Commissioner Rott made a motion to open CDC Case No. 2024-03. Commissioner Marcotte seconded the motion.

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ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz
Absent: None
A quorum was present.

Chairman Rowe opened CDC Case No. 2024-03 at 6:47 p.m.

Director of Community and Economic Development, Kurtis Pozsgay, was present and sworn in by Chairman Rowe. Mr. Pozsgay stated a Legal Notice was published in the Bensenville Independent on February 15, 2024. Mr. Pozsgay stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Pozsgay stated Village personnel posted one Notice of Public Hearing sign on the property, visible from the public way on February 15, 2204. Mr. Pozsgay stated on February 15, 2024 Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 3000' of the property in question. Mr. Pozsgay stated an affidavit of mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Pozsgay stated the Petitioner, 2540 Flournoy LLC, is seeking approval of a site plan review, special use permit and two variances. Mr. Pozsgay stated the special use permit is to allow a medium industrial use (chemicals will be mixed on site) in a light industrial district. Mr. Pozsgay stated the first variance seeks to extend the driveway width beyond the 30 feet maximum, as stated in Municipal Code 10 – 8 – 8c. Mr. Pozsgay stated the proposed driveway exiting onto George Street would be 30.3 feet and the proposed driveway width exiting onto County Line Road would be 41.7 feet. Mr. Pozsgay stated the second variance is due to not being able to meet the tree replacement standards. Mr. Pozsgay stated they believe that meeting the Village Requirements stated in Municipal Code Section 10 – 9 – 2B1 would result in overplanting.

Edward Ivy and John Bodie of 2540 Flournoy LLC, were present and sworn in by Chairman Rowe. Mr. Bodie shared a presentation with the Commission and Members of the Public. The presentation has been attached to the minutes as "Exhibit A".

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Mr. Ivy provided an overview of the companies operations. Mr. Ivy stated they lease dishwashers to restaurants. Mr. Ivy explained these dishwashers are low efficiency. Mr. Ivy stated the company provide chemicals to run the dishwashers to the restaurants and the chemicals are mixed onsite. Mr. Ivy stated they are currently located in Elk Grove Village and have outgrown their space. Mr. Ivy stated their major chemical factory is located in Atlanta, Georgia and is 30 feet away from Residential; there has never been any incidents. Mr. Ivy stated delivery from large trucks would occur once a month; daily transit vehicles will come and go from the property. Mr. ivy stated they operate 130 locations throughout the Country. Mr. Ivy stated the business is highly regulated by the IEPA.

Matt Cronin, Architect, was present and sworn in by Chairman Rowe. Mr. Cronin reviewed the revised site plan.

Commissioner Chambers asked how often tanks on site are inspected for leaks. Mr. Ovy stated inspections occur daily and records are required to be kept for years.

Commissioner Rott raised concern with trucks exiting the property and traveling on George Street. Mr. Cronin stated they are fully aware of the concerns and would be open to the idea of placing a porkchop on site to prevent exiting onto George Street.

Commissioner Rott asked where the chemicals will be placed on site. Mr. Cronin stated as far away from Residential as possible.

Commissioner Wasowicz asked that the companies safety information be made available to the Commission and Public. Mr. Ivy stated he has no objections to providing any information they have.

Public Comment

Linda Bratland – 915 John Street, Bensenville, Illinois 60106
Mr. Bratland was present and sworn in by Chairman Rowe. Ms. Bratland submitted her objections to the recording secretary. The submittal has been attached to the minutes as “Exhibit B”.

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Thomasz Klos - 818 George Street, Bensenville, Illinois 60106
Mr. Klos was present and sworn in by Chairman Rowe. Mr. Klos spoke in objection of the proposed operations. Mr. Klos stated he lives next door to the proposed site. Mr. Klos stated he has three children and their bedroom windows would look at the proposed site. Mr. Klos stated he has major concerns with the proposed chemical mixing on site. Mr. Klos stated if the applicants brought in a bucket of bleach; it would clear the room. Mr. Klos asked for clarification on parking and operations. Mr. Klos stated he has major concerns with traffic on George Street; asked for the Village to place speedbumps on George Street. Mr. Klos stated if the Village allows the company to move in; the next company will be a larger operation with more hazardous materials.

Bill Perry – 814 George Street, Bensenville, Illinois 60106
Mr. Perry was present and sworn in by Chairman Rowe. Mr. Perry raised concerns with the possibilities of explosions occurring from vapors in the air. Mr. Perry asked for more information on the companies mixing plans and operations.

Scott Sandals – 712 George Street, Bensenville, Illinois 60106
Mr. Sandales was present and sworn in by Chairman Rowe. Mr. Sandals stated he leases the property at 712 George Street. Mr. Sandals stated he does not object to the proposed site plan and operations but he does have major concerns with increased traffic on George Street.

Anna Lysy – 751 John Street, Bensenville, Illinois 60106
Mr. Lysy was present and sworn in by Chairman Rowe. Ms. Lysy stated she was objecting to the proposed operation. Ms. Lysy stated there is enough pollution in Bensenville from tobacco shops, traffic and airplanes. Ms. Lysy stated she has been a Resident on Bensenville for 30-35 years.

Jennifer Yoo – 751 John Street, Bensenville, Illinois 60106
Mr. Yoo was present and sworn in by Chairman Rowe. Ms. Yoo stated she was objecting to the proposed operation. Ms. Yoo shared information pertaining to the types of chemicals that are being planed to be mixed on site. Ms. Yoo stated children in the area can become sick as a result of a leak. Ms. Yoo stated Redmond Park is nearby. Ms. Yoo stated a chemical spill would cause the entire Village to evacuate; she sees similar incidents on the news all the time. Ms. Yoo stated she is terrified of the possibilities of a major disaster from the proposed site.

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Mr. Pozsgay stated Staff recommends the continuance of the CDC case until April 2, 2024.

There were no questions from the commission.

Motion: Commissioner Marcotte made a motion to continue CDC Case No. 2024-03 until April 2, 2024. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe continued CDC Case No. 2024-03 at 7:51 p.m. until April 2, 2024.

Public Hearing: CDC Case Number 2024-04
Petitioner: Bensenville Park District
Location: 500 West Jefferson Street
Request: Variation, Electronic Message Sign Location
Municipal Code Section 10 – 10 – 5 – 4A3
Variation, Monument Sign Height
Municipal Code Section 10 – 10 – 5 – 8c

Motion: Commissioner Chambers made a motion to open CDC Case No. 2024-04. Commissioner Wasowicz seconded the motion.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz
Absent: None
A quorum was present.

Chairman Rowe opened CDC Case No. 2024-04 at 7:52 p.m.

Director of Community and Economic Development, Kurtis Pozsgay, was present and sworn in by Chairman Rowe. Mr. Pozsgay stated a Legal Notice was published in the Bensenville Independent on February 15, 2024. Mr. Pozsgay stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Pozsgay stated Village personnel posted one Notice of Public Hearing sign on the property, visible from the public way on February 15, 2204. Mr. Pozsgay stated on February 15, 2024

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Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 3000' of the property in question. Mr. Pozsgay stated an affidavit of mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Pozsgay stated the Petitioner, Bensenville Park District, is seeking approval of two variations. Mr. Pozsgay stated the first variation seeks to allow an electronic message sign within one mile of an established electronic message sign. Mr. Pozsgay stated the sign is located within one mile of an electronic message sign located at 1047 S York Road, thus requiring a variation from the requirements of the existing code. Mr. Pozsgay stated the proposed sign will be placed in the same location as the existing monument sign along Jefferson Road. Mr. Pozsgay stated the second variation seeks to allow the monument sign upon which the electronic message sign is based to exceed the maximum height allowed for monument signs- 8 feet. Mr. Pozsgay stated the proposed monument sign would be 8.75 feet. Mr. Pozsgay stated the total sign area for the electronic message sign is approximately 23.08 SF. Mr. Pozsgay stated this covers less than 50% of the total monument sign area.

Andrew Godfrey, White Pines Golf Course Manager, was present and sworn in by Chairman Rowe. Mr. Godfrey reviewed the proposed sign with the Commission.

Public Comment

Chairman Rowe asked if there were any members of the Public that would like to make comment. There were none.

Mr. Pozsgay stated Staff recommends the continuance of the CDC case until April 2, 2024.

There were no questions from the commission.

Motion: Commissioner Wasowicz made a motion to continue CDC Case No. 2024-04 until April 2, 2024. Commissioner Marcotte seconded the motion.

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ROLL CALL: Ayes: Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe continued CDC Case No. 2024-04 at 7:59 p.m. until April 2, 2024.

2024 Zoning Map: Mr. Pozsgay reviewed the proposed 2024 Zoning Map with the Commission and Public. Mr. Pozsgay stated there are no changes to the Zoning Map from the previous year.

Report from Community Development: Mr. Quinn reviewed both recent CDC cases along with upcoming cases.

ADJOURNMENT: There being no further business before the Community Development Commission, Commissioner Marcotte made a motion to adjourn the meeting. Commissioner King seconded the motion.

All were in favor. Motion carried.

The meeting was adjourned at 8:01 p.m.

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Ronald Rowe, Chairman
Community Development Commission

ORDINANCE # _____

AN ORDINANCE APPROVING A VARIATION FOR A FENCE IN THE CORNER SIDE YARD AT 145 SOUTH ELLIS STREET, BENSENVILLE, ILLINOIS

WHEREAS, Ryan Medley ("Owner) and ("Applicant") of 145 S Ellis Street, Bensenville, IL 60106, filed an application for Variation, Fence in the Corner Side Yard, Municipal Code Section 10-7-4C-7a of the Bensenville Village Zoning Ordinance ("Zoning Ordinance") for the property located at 145 S Ellis Street, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the Variation sought by the Applicant was published in the Bensenville Independent on Thursday, February 15, 2024 by the Village of Bensenville, and notice was also given via posting of two Public Hearing Signs on the Subject Property on Friday, February 16, 2024, and via First Class mail to taxpayers of record within 250 feet of the Subject Property on Friday, February 16, 2024, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on March 5, 2024, as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, on March 5, 2024, after hearing the application, the Community Development Commission agreed with the findings of fact submitted by the Applicant, and thereafter, voted unanimously (7-0) to recommend approval with conditions of Variation, Fence in the Corner Side Yard, Municipal Code Section 10-7-4C-7a, and forwarded its recommendations, including the Staff Report and findings relative to the requests, to the

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President and Board of Village Trustees, which concurred with the recommendations made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, On March 19, 2024, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval with conditions of the requested Variation, Fence in the Corner Side Yard, Municipal Code Section 10-7-4C-7a, as recommended by the Community Development Commission, is consistent with the Zoning Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois, duly assembled at a regular meeting, as follows:

Section 1. That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. That the Subject Property is currently zoned under the Zoning Ordinance as R-3: Single-Unit Dwelling District, which zoning classification shall remain in effect subject to the Variation approved herein.

Section 3. That the Staff Report and Recommendations to approve with conditions the Variation, Fence in the Corner Side Yard, as sought by the Applicant, as allowed by the Zoning Ordinance, Section 10-7-4C-7a, as adopted by the Community Development Commission as shown in Exhibit "B", is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Variation is proper and necessary.

Section 4. That the Variation, Fence in the Corner Side Yard, Municipal Code Section 10-7-4C-7a, as sought by the Applicant of the Subject Property, is hereby approved with the following conditions:

a. Fence shall be setback 9 feet from the north (Grove Avenue) property line, as shown in plans;

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b. Fence shall be 5 feet high with an additional foot of lattice, as agreed to by the applicant.

Section 5. That all requirements of the Zoning Ordinance shall be applicable except as allowed by the Variation approved herein.

Section 6. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 26th day of March 2024, pursuant to a roll call vote, as follows:

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

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Ordinance # ___- 2024
Exhibit "A"

The Legal Description is as follows:

LOT 22 IN BLOCK 2 IN VOLK BROTHERS BRETWOOD, BEING A SUBDIVISION IN THE SOUTHWEST ¼ OF SECTION 14 AND THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 40 NOTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1927, AS DOCUMENT 235105, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 145 S. Ellis Street, Bensenville, Illinois 60106.

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Mr. Pozsgay reviewed the Approval Standards for the proposed variation consisting of:

1. **Public Welfare:** The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant's Response: The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

2. **Compatible with Surrounding Character:** The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

Applicant's Response: The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

3. **Undue Hardship**: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

Applicant's Response: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

4. **Unique Physical Attributes:** The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

Applicant's Response: The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

5. **Minimum Deviation Needed**: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

Applicant's Response: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

6. **Consistent with Ordinance and Plan:** The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

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Mr. Pozsgay stated:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Variation, Fence in the Corner Side Yard at 145 S. Ellis Street with the following conditions:
    a. Fence shall be setback 19 feet from the north (Grove Avenue) property line, as shown in plans;
    b. Fence shall be 5 feet high, as proposed by the applicant.

There were no questions from the commission.

Motion: Commissioner Marcotte made a motion to close CDC Case No. 2024-01. Commissioner Rott seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2024-01 at 6:37 p.m.

Motion: Commissioner Marcotte made a motion to approve the Variation; Fence in the Corner Side Yard; Municipal Code Section 10-7-4C-7a with Staff's Recommendations. Commissioner Rott seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

_____

Ronald Rowe, Chairman
Community Development Commission

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TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	K. Pozsgay	CED	03.19.2024

DESCRIPTION:
Consideration of an Ordinance Granting Variations, Outdoor Storage Setback Requirements and Rooftop Mechanical Equipment Screening Requirements, at 700 Larsen Lane

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

[ ]	*Financially Sound Village*	[ ]	*Enrich the lives of Residents*
	Quality Customer Oriented Services	X	*Major Business/Corporate Center*
	Safe and Beautiful Village		*Vibrant Major Corridors*

COMMITTEE ACTION:	DATE:
NA	Na

BACKGROUND:
1. The Petitioner, CPI/DSP Larsen Lane Owner, L.L.C, is seeking approval of two variances.
2. The first variation seeks to reduce the 20' setback requirement on the west boundary of the storage area to 2' on the west boundary. They seek this to increase the usable area for outdoor storage while remaining under the allowable 25% of outdoor storage within the lot area.
3. The second variation seeks to remove the screening requirement for roof-mounted mechanical equipment, as the proposed 24" roof mounted make-up unit is over 10' from any supporting wall and over 1,000' from the main ROW.

KEY ISSUES:
1. The outdoor storage request is only for the south western portion of the lot. The south and southeast portions meet the setback requirements.
2. The rooftop mechanical location from the roofline, and being so far from the South Thorndale right of way, makes the screening unnecessary.

ALTERNATIVES:
Discretion of the Committee

RECOMMENDATION:
1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Variation for Setback Requirement.
    1. Any proposed screening of the outdoor storage must be opaque.
    2. If screening is a chain link fence with slats, the slats must be of uniform color and the chain link must be powder coated black, to be approved by Zoning Administrator during permitting.
2. At their 03.05.24 Public Hearing, the Community Development Commission voted unanimously (7-0) to recommend approval of the request with conditions as noted above.
3. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Rooftop Mechanical Equipment Screening Requirement.
4. At their 03.05.24 Public Hearing, the Community Development Commission voted unanimously (6-1) to recommend approval of the request with conditions as noted above.

BUDGET IMPACT:
NA

ACTION REQUIRED:
Approval of an Ordinance Granting Variations, Outdoor Storage Setback Requirements and Rooftop

Mechanical Equipment Screening Requirements, at 700 Larsen Lane

ATTACHMENTS:

Description	Upload Date	Type
Cover Page	2/28/2024	Cover Memo
Aerial & Zoning	2/28/2024	Backup Material
Legal Notice	2/28/2024	Backup Material
Application	2/28/2024	Backup Material
Staff Report	2/28/2024	Executive Summary
Site Plans	2/28/2024	Backup Material
Plat of Survey	2/28/2024	Backup Material
Draft CDC Minutes	3/13/2024	Backup Material
Draft Ordinance	3/13/2024	Ordinance

BENSENVILLE
GATEWAY TO OPPORTUNITY

Community Development Commission
Public Hearing 3.05.24

CDC Case #2024 – 02

CPI/DSP Larsen Lane Owner, L.L.C
700 Larsen Lane

Variation, Setback Requirements
Municipal Code Section 10 – 6 – 21 – 1F

Variation, Rooftop Mechanical Equipment Screening Requirements
Municipal Code Section 10 – 7 – 4 – 13b

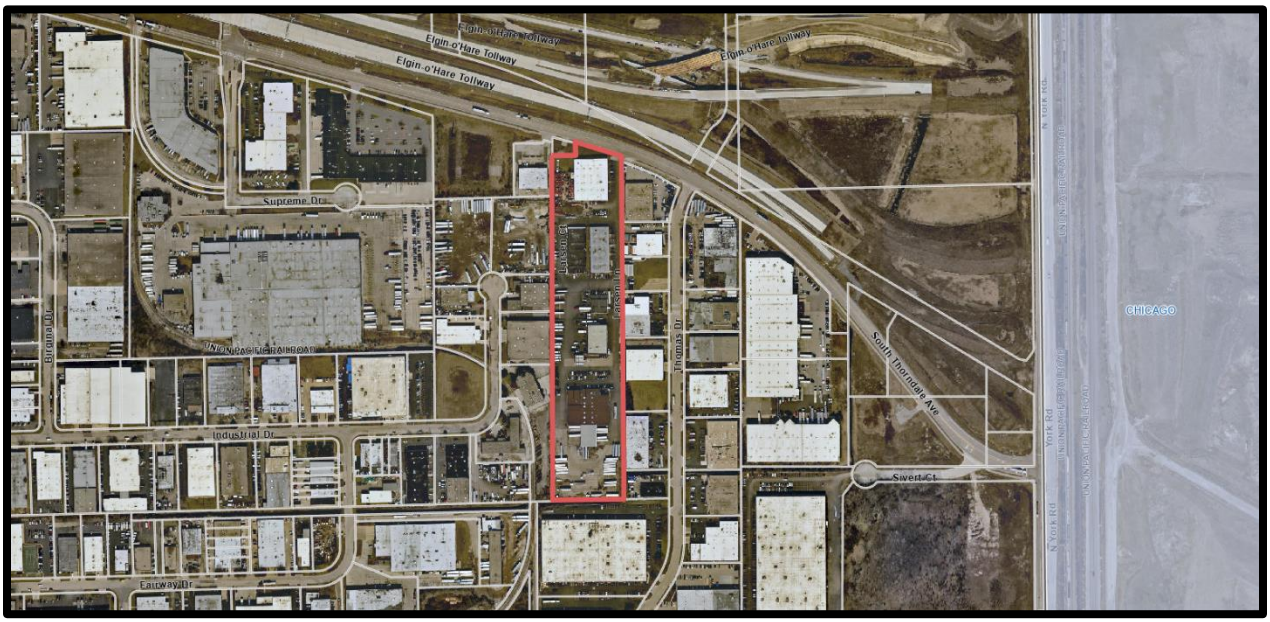
1. Aerial Photograph & Zoning Map of Subject Property
2. Legal Notice
3. Application
4. Staff Report & Exhibits
5. Plans

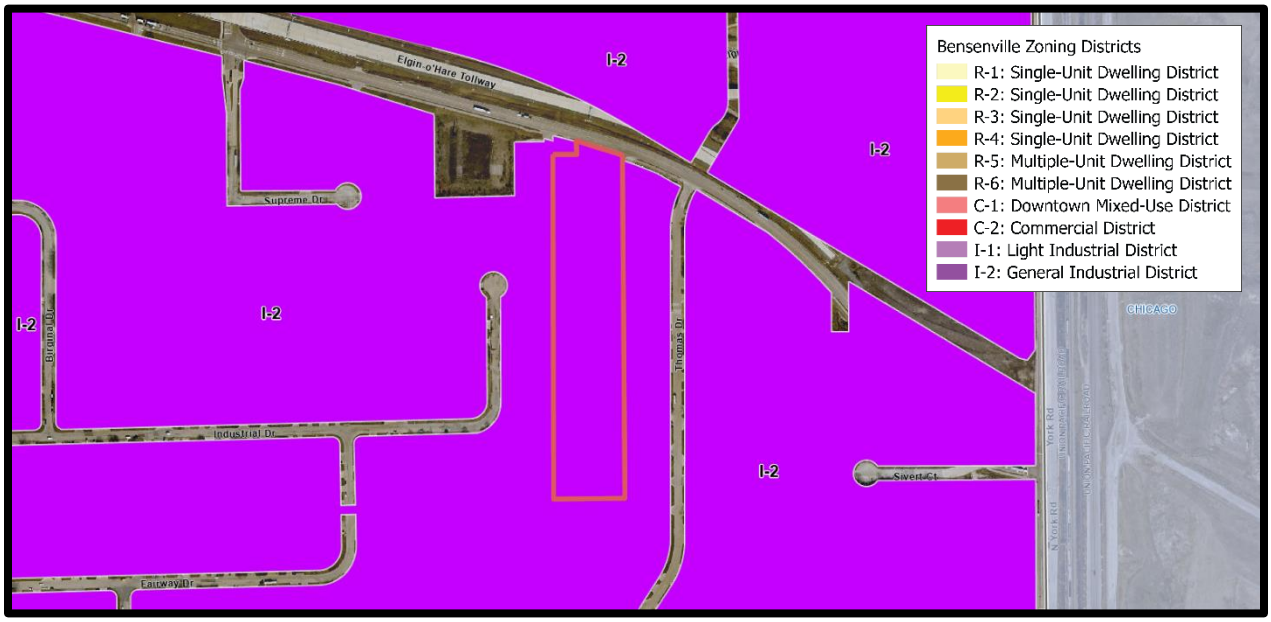
CDC# 2024-02

700 Larsen Lane
CPI/DSP Larsen Lane Owner, L.L.C
Variations, Setback & Rooftop Mechanical Equipment
Municipal Code Section 10 – 7 – 2 – 1, ***

N

Village of Bensenville





LEGAL NOTICE/PUBLIC NOTICE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Meeting of the Community Development Commission of the Village of Bensenville, DuPage and Cook Counties, will be held on Tuesday, March 5, 2024 at 6:30 PM, at which a Public Hearing will be held to review case No. 2024 – 02 to consider a request for:

Variation, Outdoor Storage Area Height
Municipal Code 10 – 7 –3X – 2

Variation, Rooftop Mechanical Equipment Screening Requirements
Municipal Code 10 – 7 – 4 – 13b

At 700 Larsen Lane is an existing I-2 General Industrial District. The Public Hearing will be held in the Village Board Room at Village Hall, 12 S. Center Street, Bensenville.

The Legal Description is as follows:

PARCEL 1:

THAT PART OF LOT 8 IN ADDISON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER 3, OF THE PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2 AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, ALL IN TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF LAWRENCE AVENUE WITH THE EAST LINE OF SAID LOT 8, BEING ALONG THE NORTHEAST CORNER OF SAID LOT 8, THENCE NORTH 59 DEGREES 02 MINUTES WEST ALONG SAID CENTER LINE, 64.96 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES EAST, PARALLEL WITH THE EAST LINE OF SAID LOT 8, 187.60 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES WEST, 100.00 FEET THENCE SOUTH 00 DEGREES 10 MUNUTES EAST PARALLEL WITH THE EAST LINE OF SAID LOT 8, 1,503.85 FEET TO THE SOTUH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID DECTION 11; THENCE NORTH 88 DEGREES 53 MINUTES EAST ALONG SAID SOUTH LINE, 155.52 FEET TO THE SOTUHEAST CORNER OF SAID LOT 8; THENCE NORTH 00 DEGREES 10 MUNUTES WEST ALONG THE EAST LINE OF SAID LOT 8, 1,654.05 FEET TO THE PLACE OF BEINNING, CONTAINING 5.581 ACRES, MORE OR LESS AND BEING SITUATED IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

LOT 9 IN ADDISON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO.3, BEING THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXEPT THE EAST 28.0 FEET THEREOF LYING NORTH OF THE CENTER LINE OF LAWRENCE AVENUE)(AND EXCEPT THE EAST 25.0 FEET LYING SOUTH OF THE CENTER LINE OF LAWRENCE AVENUE) IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 8 IN ADDISON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER THREE, BEING THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, AND THE NORTHWEST QUARTER OF SECTION H, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 28.0 FEET THEREOF LYING NORTH OF THE CENTER LINE OF THE PUBLIC ROAD KNOWN AS LAWRENCE AVENUE AND EXCEPT THE EAST 25.0 FEET THEREOF LYING SOUTH OF THE CENTER LINE OF SAID LAWRENCE AVENUE) DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 64.96 FEET NORTHWEST OF THE NORTHEAST CORNER OF SAID LOT 8: THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID LOT 8, 187.6 FEET: THENCE WEST AT RIGHT ANGLES 100.00 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID LOT 8, 248.0 FEET; THENCE SOUTHEASTERLY 116.83 FEET TO THE POINT OF BEGINNING; IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 700 Larsen Lane, Bensenville, Illinois 60106

CPI/DSP Larsen Lane Owner, L.L.C of 350 West Hubbard Street, Suite 605, Chicago, Illinois 60654 is the owner and applicant for the subject property.

Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Bensenville should contact the Village Clerk, Village of Bensenville, 12 S. Center St., Bensenville, IL 60106, (630) 766-8200, at least three (3) days in advance of the meeting.

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend the Public Hearing and be heard. A link for electronic viewing will be posted on the Village website at least 48 hours prior to the meeting date. Written comments mailed to the Village Hall, and online comments submitted on the Village website, will be accepted by the Community and Economic Development Department through March 5, 2024 until 5:00 PM.

Office of the Village Clerk
Village of Bensenville

TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT
FEBRUARY 15, 2024

BENSENVILLE
COMMUNITY & ECONOMIC DEVELOPMENT

COMMUNITY DEVELOPMENT COMMISSION

DEVELOPMENT REVIEW PROCESS

01.14.2021

PROCESS SUMMARY AND TIMELINE

1. Application Submittal and Requirements

Prior to submitting an application, it is suggested that applicants meet with the Community and Economic Development Staff to review the application requirements and procedures. Incomplete applications cannot be accepted and/or processed. All questions regarding the request should be directed to the Community and Economic Development Department at (630) 350- 3413.

2. Village Staff Review & Recommendations

1. Village Staff will transmit the complete application to Village Departments for their review.
2. The Village Staff then prepares a Staff report that is sent to the applicant.
3. The applicant shall respond to the Staff report either by making requested/required revisions or stating why such revisions should not be made.
4. Upon resubmittal the applicant's responses will be reviewed by the Village Departments.
5. Final Staff report and recommendation is prepared.
6. Only after this final Staff report and recommendation are complete can a Public Hearing date be scheduled and the public review portion of the process begins.

3. Public Review & Decision

There are three distinct sections to the Public Review; the Public Hearing before the CDC, the Village Board Committee of the Whole (COW) meeting, and the full Village Board meeting. All fees and Village Staff services associated with the Public Review can be found on the attached fee schedule. Not less than 15 days nor longer than 30 days prior to the Public Hearing a three-pronged notice approach is required:

1. The Village publishes a Legal Notice of the Public Hearing in a local newspaper. The cost is deducted from the application fees.
2. The Village will provide written notice to owners of record within 250' (exclusive of Rights – Of – Way). These written notices are sent via first-class mail by Village Staff. Village Staff will then complete the Certificate of Mailing Affidavit for the application. The cost of the mailing will be deducted from the application fees.
3. The Village posts the notice of Public Hearing sign(s) on the property. A small fee to be deducted from the application fees.

A) CDC Public Hearing & Non-binding Recommendation

The CDC conducts the Public Hearing on the 1st Tuesday evening of the month at 6:30 PM. The applicant, municipal Staff and general public will make presentations, written comments are also accepted. At the close of the Public Hearing, the CDC discusses the request and then makes Findings of Fact and a non-binding recommendation to the Village President and Board of Trustees.

B) Village Board Committee Of the Whole

The Committee Of the Whole meets on the 3rd Tuesday evening of the month at 6:30 PM. The committee reviews the application, Staff report Findings of Fact and recommendation from the CDC. The applicant should be present at this meeting to answer any questions or make a brief presentation if necessary. The COW will vote on the application and forward the vote to the full Village Board or remand the request back to the CDC for additional discussion.

C) Village Board

The full Village Board has the final decision making authority on the application. Our Village Board meets the 2nd and 4th Tuesday evening of the month at 6:30 PM. A draft Ordinance is prepared by Staff for the Village Board's review and consideration. The Board will discuss the request and vote on the Ordinance. The Village Clerk will forward a copy of the approved Ordinance to you in the weeks following the Village Board meeting.

For Office Use Only
Date of Submission: _____ MUNIS Account #: _____ CDC Case #: _____

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 700 Larsen Lane, Bensenville, IL 60106

Property Index Number(s) (PIN): 03-11-200-048 and 03-02-401-007

A. PROPERTY OWNER:

CPI/DSP Larsen Lane Owner, L.L.C.		
Name	Corporation (if applicable)	
350 West Hubbard Street, Suite 605		
Street		
Chicago	IL	60654
City	State	Zip Code
Michael Schack	312-242-1894	mschack@daytonstreetllc.com
Contact Person	Telephone Number	Email Address

*If Owner is a Land Trust, attach a list of the names and addresses of the beneficiaries of the Trust.

B. APPLICANT: ☒ Check box if same as owner

Name	Corporation (if applicable)	
Street		
City	State	Zip Code
Contact Person	Telephone Number	Email Address

B. ACTION REQUESTED (Check applicable):

- ☐ Site Plan Review
- ☐ Special Use Permit
- ☑ Variation
- ☐ Administrative Adjustment
- ☐ Zoning Text or Map Amendment
- ☐ Zoning Appeal
- ☐ Plat of Subdivision
- ☐ Annexation
- ☐ Planned Unit Development*

*See Staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS:

- ☑ Affidavit of Ownership** (signed/notarized)
- ☑ Application**
- ☑ Approval Standards**
- ☑ Plat of Survey/Legal Description
- ☐ Site Plan
- ☐ Building Plans & Elevations
- ☐ Engineering Plans
- ☐ Landscape Plan
- ☐ Tree Preservation and Removal Plan
- ☑ Application Fees
- ☑ Fees agreement**

**Item located within this application packet.

Brief Description of Request(s): (Submit separate sheet if necessary)

Setback Variation (Village Code Section 10-7-2-1)

Rooftop Mechanical Equipment Variation

C. PROJECT DATA:

1. General description of the site: Truck Terminal Facility

2. Acreage of the site: 4.04 Acres Building Size (if applicable): 32,392 SFT

3. Is this property within the Village limits? (Check applicable below)
   - ☑ Yes
   - ☐ No, requesting annexation
   - ☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.

4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)

N/A

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	I-2	Industrial	Village of Bensenville
North:	N/A	Illinois Tollway	Illinois Tollway
South:	I-2	Industrial	Village of Bensenville
East:	I-2	Industrial / Local Commerical	Village of Bensenville
West:	I-2	Industrial / Local Commerical	Village of Bensenville

D. APPROVAL STANDARDS:

The applicant must compose a letter describing how the request(s) specifically meets the individual criteria from the appropriate Approval Standards, found in Village Code and on the following pages. The CDC will be unable to recommend approval of a request without a response to the pertinent "Approval Standards."

CPI/DSP Larsen Lane Owner, L.L.C.

350 West Hubbard Street, Suite 605, Chicago, IL 60654

January 30, 2024

Community Development Commission,

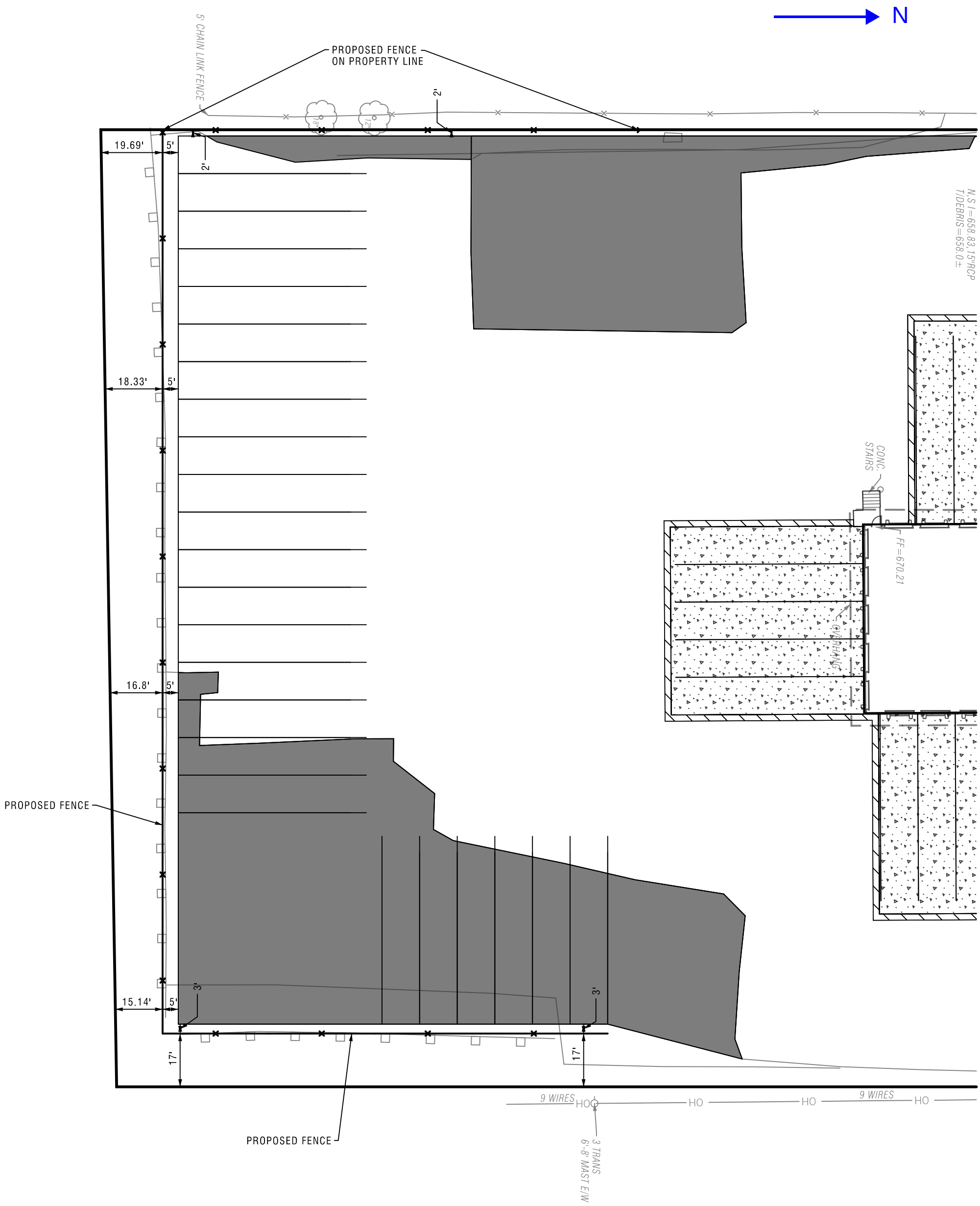
In response to Zoning Plan Review Comments issued on 12/22/23 for Application No 13638, please find below variation requests for your review and approval.

1. Setback Variation: Reference attached Setback Exhibit (dated 02/01/24). It is requested that the 20' setback requirement be reduced on the west boundary of the outdoor storage area located south of 700 Larsen Lane facility to increase the usable area for outdoor storage, while keeping it under the allowable 25% of outdoor storage within the lot area. As shown, it is proposed that the distance from the property line to proposed trailers spaces be 2' on the west. The south and east setbacks will remain over 20'.
    a. The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.
    b. The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.
    c. The proposed variation alleviates an undue hardship created by the literal enforcement of this title.
    d. The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the application.
    e. The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.
    f. The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.
2. Rooftop Mechanical Equipment Screening: Reference Sheet M4 of Mechanical Drawings. It is requested to eliminate the requirement for screening of the roof-mounted mechanical unit. Current plans proposed to install 24" tall roof mounted make up air unit. It is located over 10' from any supporting wall and is also located over 1,000 feet from the main ROW.
    a. The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.
    b. The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.
    c. The proposed variation alleviates an undue hardship created by the literal enforcement of this title.
    d. The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the application.
    e. The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.
    f. The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Respectfully,

CPI/DSP Larsen Lane Owner, L.L.C.
350 West Hubbard Street, Suite 605
Chicago, Illinois 60654

SPACECO, INC.
PROJECT
#12548
02/01/24
1" = 30'



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Approval Standards For Site Plan Review

1. The site plan for the proposed development is consistent with the existing character and zoning of adjacent properties and other property within the immediate vicinity of the proposed development.

2. The site plan for the proposed development will not adversely impact adjacent properties and other properties within the immediate vicinity of the proposed development.

3. The site plan for the proposed development will be provided with adequate utilities, access roads, parking, loading, drainage, stormwater flow paths, exterior lighting, and/or other necessary facilities.

4. The site plan for the proposed development is designed to preserve the environmental resources of the zoning lot.

5. The site plan shall accommodate on-site pedestrian circulation from parking areas, plazas, open space, and public rights-of-way. Pedestrian and vehicular circulation shall be separated to the greatest extent possible.

6. The site plan shall locate curb cuts for safe and efficient ingress and egress of vehicles. The use of shared curb cuts and cross-access easements shall be provided when appropriate.

7. The site plan for the proposed development includes architectural design that contributes positively to the Village's aesthetic appearance.

8. The site plan for the proposed development is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Approval Standards for Special Uses

1. The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.

2. The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.

3. The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.

4. The proposed special use will not require utilities, access roads, drainage and/or other facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

5. The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Approval Standards for Variations

1. The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

2. The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

3. The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

4. The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

5. The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

6. The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Approval Standards for Administrative Adjustment

1. The proposed administrative adjustment will not endanger the health, safety, comfort, convenience, and general welfare of the public.

2. The proposed administrative adjustment is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed administrative adjustment.

3. The proposed administrative adjustment alleviates an undue hardship created by the literal enforcement of this title.

4. The proposed administrative adjustment is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

5. The proposed administrative adjustment represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject adjustment.

6. The proposed administrative adjustment is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Approval Standards for Zoning Text or Map Amendments

1. Approval standards for text amendments:
   a. The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public.

   b. The proposed amendment corrects an error, adds clarification, or reflects a change in policy.

   c. The proposed amendment is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

2. Approval standards for map amendments:
   a. The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public.

   b. The proposed amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment.

   c. The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.

   d. The proposed amendment addresses the community need for a specific use.

   e. The proposed amendment corrects an error, adds clarification, or reflects a change in policy.

   f. The proposed amendment is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Approval Standards for Planned Unit Developments

A. The proposed planned unit development fulfills the objectives of the Comprehensive Plan, and other land use policies of the Village, through an innovative and creative approach to the development of land.

B. The proposed planned unit development will provide walkways, driveways, streets, parking facilities, loading facilities, exterior lighting, and traffic control devices that adequately serve the uses within the development, promote improved access to public transportation, and provide for safe motor vehicle, bicycle, and pedestrian traffic to and from the site.

C. The proposed planned unit development will provide landscaping and screening that enhances the Village's character and livability, improves air and water quality, reduces noise, provides buffers, and facilitates transitions between different types of uses.

D. The proposed planned unit development will incorporate sustainable and low impact site design and development principles.

E. The proposed planned unit development will protect the community's natural environment to the greatest extent practical, including existing natural features, water courses, trees, and native vegetation.

F. The proposed planned unit development will be provided with underground installation of utilities when feasible, including electricity, cable, and telephone, as well as appropriate facilities for storm sewers, stormwater retention, and stormwater detention.

APPLICATION FEES

The fee schedule for items that require appearance before the Community Development Commission and/or Village Board as follows:

ACTION REQUIRED	FEE
Variation for Residential Use	$100
Annexation Petition	$250
Appeal of Director	$500
Comprehensive Plan Map Amendment	$500
Comprehensive Plan Text Amendment	$500
Plat of Subdivision	$500
Special Use Permit	$500
Variation for Nonresidential Use	$500
Zoning Map Amendment	$500
Zoning Text Amendment	$500
Planned Unit Development	$750
PUD Amendment	$500

Processing Fees: $200
The Staff will provide, as a service to the applicant, the following as legally required:

- Publish the required legal notice in local publication
- Post a public hearing sign on the property visible from the public way
- Mail the legal notice to each property owner within 250 feet of the applicant property

Any required Recording of Documents will be the responsibility of the applicant with fees Assessed by the County.

****Application fees are non-refundable and payment does not constitute approval of project****

In cases where the developer is petitioning for more than one request, fees shall be collected for each request. An exception in instances where a planned unit development and subdivision plat are being requested simultaneously one fee is collected.

Reimbursement of Fees: In addition to the fixed fee(s) provided above, the petitioner/applicant shall enter into a reimbursement of fees agreement with the Village. The reimbursement of fees agreement shall encompass all applications or petitions pending with the Village, including any additional matters not set forth hereinabove. The reimbursement of fees agreement shall be in the following form:

Should the Village, in its sole and exclusive discretion, determine that it is necessary or desirable for the Village to obtain professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, court reporters, traffic, appraisers, environmental, drainage or other consultants, including full and/or part time site inspection services during the actual construction of any required improvements, and/or to incur costs related to any required notices or recordations, in connection with any Petition or Application filed by the Petitioner/Applicant, then the Petitioner/Applicant shall liable for the payment of such professional fees and costs, as shall actually be incurred by the Village, plus an additional ten percent (10%) to cover the Village's administrative expenses.

Upon the failure of the Petitioner/Applicant to reimburse the Village in accordance with this Agreement, no further action shall be undertaken on any Petition or Application by the Village President and Board of Trustees, or by any other official or quasi-official individual or body thereunder, including the conduct of any hearings or deliberations, the granting of any relief or approvals, and the execution or recording of any documents, until all such outstanding fees are paid in full. Further, the Village may deny any application for a grading, building or other permit if such amounts have not been paid in full. Upon any failure to reimburse the Village in accordance with this Section, the Village may in its discretion, elect to place a lien against any real property associated with the Petitioner/Applicant's Petition or Application. In the event such amounts are not paid in full within sixty (60) days after the date when the statement of such amounts due is delivered or deposited in the U.S. mail by the Village, such amounts due shall be deemed delinquent and thereafter a delinquency charge of one percent (1%) per month, or portion thereof, with a minimum delinquency charge of $5.00 per month, shall be added to the amount due until such amount, including all delinquency charges, is received by the Village. Said lien shall be in an amount equal to the outstanding amount owed to the Village.

The remedies available to the Village as set forth hereinabove are non-exclusive and nothing herein shall be deemed to limit or waive the Village's right to seek relief of such fees against any or all responsible parties in a court of competent jurisdiction.

BY SIGNING BELOW, THE PETITIONER/APPLICANT ACKNOWLEDGES THAT THEY HAVE READ THE FOREGOING PARAGRAPHS AND FULLY UNDERSTANDS AND AGREES TO COMPLY WITH THE TERMS SET FORTH HEREIN. FURTHER, BY SIGNING BELOW, THE SIGNATORY WARRANTS THAT THEY POSSESS FULL AUTHORITY TO SO SIGN.

THE PETITIONER/APPLICANT AGREES THAT THEY SHALL BE LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE ORDINANCES OF THE VILLAGE OF BENSENVILLE, AND AS SET FORTH HEREIN.

CPI/DSP Larsen Lane, L.L.C.
Petitioner/Applicant

1/30/24
Date

STATE OF ILLINOIS)
)SS.
COUNTY OF DUPAGE AND COOK)

AFFIDAVIT OF OWNERSHIP

I Michael Schack the undersigned Affiant, being first duly sworn, on oath states:

1. That Affiant has personal knowledge of the representations and statements made herein, and has examined all necessary documents, records of ownership and such other information as is required to confirm the statements and representations herein;
2. That the owner(s) and contract purchaser(s), if any, as set forth on the Petition attached hereto is (are) the owner(s) of record and contract purchasers of said property;
3. That all consents to the attached Petition required of lenders or of others holding an interest in the property have been obtained;
4. This Affidavit of Ownership is given to induce the Village of Bensenville, without further inquiry as to ownership or purchase interest, to rely on said statements and representations and to process and set for Public Hearing the Petition as attached hereto; and,
5. Affiant is aware of and has been advised that any false statement set forth in this Affidavit of Ownership may subject Affiant to criminal sanctions for perjury, punishable as provided by the statutes of the State of Illinois in relation to the crime of perjury.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit of Ownership this 30th day of, January.

Signature

SUBSCRIBED and **SWORN** to

before me this 30 day of, January 2024.

Notary Public

DINA JARRETT
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 25, 2024

BENSENVILLE
COMMUNITY DEVELOPMENT COMMISION

STAFF REPORT

HEARING DATE:	March 5, 2024
CASE #:	2024 – 02
PROPERTY:	700 Larsen Lane
PROPERTY OWNER:	CPI/DSP Larsen Lane Owner, L.L.C
APPLICANT	Same as Above
SITE SIZE:	4.04 acres
BUILDING SIZE:	32,392 Square feet
PIN NUMBER:	03-11-200-048
ZONING:	I – 2 General Industrial District
REQUEST:	Variation, Setback Requirements *Municipal Code Section 10 – 6 – 21 – 1F* Variation, Rooftop Mechanical Equipment Screening Requirements *Municipal Code Section 10 – 7 – 4 – 13b*

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday February 15, 2024. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted one Notice of Public Hearing sign on the property, visible from the public way on February 15, 2024.
3. On February 15, 2024, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner, CPI/DSP Larsen Lane Owner, L.L.C, is seeking approval of two variances. The first variation seeks to reduce the 20' setback requirement on the west boundary of the storage area to 2' on the west boundary. They seek this to increase the usable area for outdoor storage while remaining under the allowable 25% of outdoor storage within the lot area. The second variation seeks to remove the screening requirement for roof-mounted mechanical equipment, as the proposed 24" roof mounted make-up unit is over 10' from any supporting wall and over 1,000' from the main ROW.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	I-2	Industrial	Industrial	Village of Bensenville
North	N/A	Illinois Tollway	N/A	Illinois Tollway
South	I-2	Industrial	Industrial	Village of Bensenville
East	I-2	Industrial/Local Commercial	Industrial	Village of Bensenville
West	I-2	Industrial/Local Commercial	Industrial	Village of Bensenville

DEPARTMENT COMMENTS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

	Financially Sound Village
	Quality Customer Oriented Services
	Safe and Beautiful Village
	Enrich the lives of Residents
X	Major Business/Corporate Center
	Vibrant Major Corridors

Finance:

1) Account up to date and no liens.

Police:

1) No Objections.

Engineering and Public Works:

1) No Comments.

Community & Economic Development**:**

Economic Development:

1) No comments.

Fire Safety:

1) Increased truck storage because of setback variation will likely hamper the ability of emergency vehicles should there be a need.

Building:

1) No Comments.

Planning:

1) The 2015 Comprehensive Plan indicates “Industrial” for this property.
2) The current zoning is I-2 General Industrial District.

3) The applicant is seeking approval of two variations. The first is to reduce the setback requirement from 20' to 2' on the western portion of the property. The second is to remove the screening requirement for rooftop mounted mechanical equipment.
4) Per Village Code Section 10 – 6 – 21 – 1F, the following setback requirements apply:
    a. The minimum rear setback is 20 feet.
    b. Per the proposed plans, the setback would be 2 feet on the southwest portion of the site.
5) Staff is generally supportive of the variation request for reduced setback on the southwest portion of the site only.
6) Per Village Code Section 10 – 9 – 7 – 2, any proposed screening must be opaque to meet Village Outdoor Storage Screening requirements.
    a. If chain link with slats, the slats must be of uniform color and the chain link must be powder coated black, to be approved by Zoning Administrator during permitting.
7) Per Village Code Section 10 – 7 – 4 – 13b, the following Screening requirements apply:
    a. Roof-mounted mechanical equipment screening must equal the height of the tallest mechanical equipment installed on the roof of the building. The requirements of section 10 – 9 – 7 "Screening Requirements", of this title shall apply to ground-mounted mechanical equipment. Single-unit dwellings, Townhouse dwellings, and Two-unit dwellings are exempt from the screening requirements for ground-mounted mechanical equipment.
    b. Per the proposed plans, there would be no screening of rooftop mechanical equipment.
8) Staff is generally supportive of the variation request for no screening due to the distance from the right of way and surrounding uses.

Applicant Response: No comment.

APPROVAL STANDARDS FOR VARIATIONS:

1. **Public Welfare:** The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant's Response: The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

2. **Compatible with Surrounding Character:** The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

Applicant's Response: The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

3. **Undue Hardship**: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

Applicant's Response: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

4. **Unique Physical Attributes:** The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

Applicant's Response: The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the application.

5. **Minimum Deviation Needed**: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

Applicant's Response: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

6. **Consistent with Ordinance and Plan:** The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Setback	**Meets Standard**	
Approval Standards for Variations	*Yes*	*No*
Public Welfare	X	
Compatible with Surrounding Character	X	
Undue Hardship	X	
Unique Physical Attributes	X	
Minimum Deviation Needed	X	
Consistent with Ordinance and Plan	X	

Rooftop Mechanical Equipment Screening	**Meets Standard**	
Approval Standards for Variations	*Yes*	*No*
Public Welfare	X	
Compatible with Surrounding Character	X	
Undue Hardship	X	
Unique Physical Attributes	X	
Minimum Deviation Needed	X	
Consistent with Ordinance and Plan	X	

RECOMMENDATIONS:

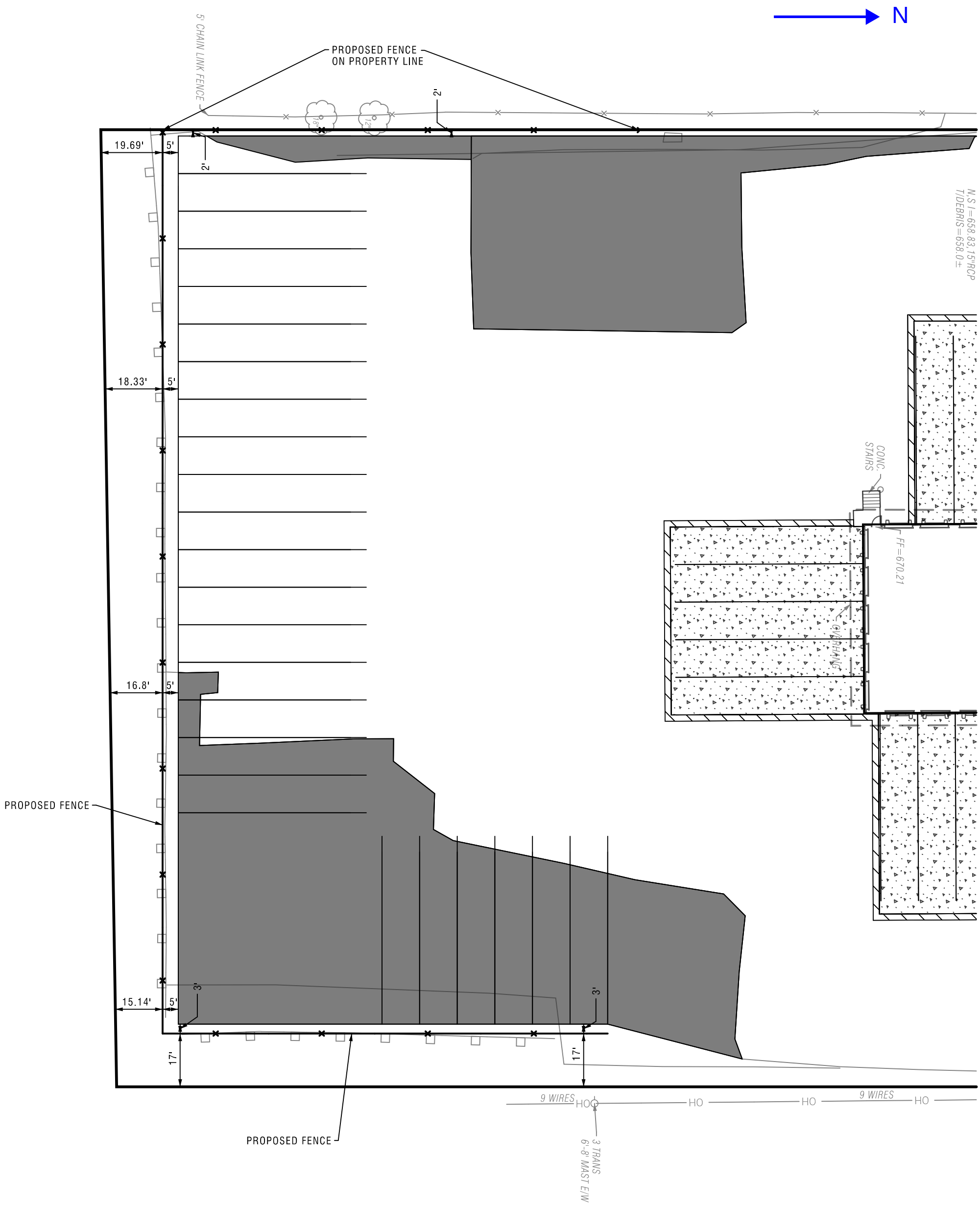
1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Variation for Setback Requirement.
2. Any proposed screening of the outdoor storage must be opaque.

3. If screening is a chain link fence with slats, the slats must be of uniform color and the chain link must be powder coated black, to be approved by Zoning Administrator during permitting.
4. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Rooftop Mechanical Equipment Screening Requirement.

Respectfully Submitted,
Department of Community & Economic Development

The meeting for the Village of Bensenville CDC Public Hearing will take place on Tuesday, March 5, 2024. A representative must be present for this meeting. The CDC recommendation will be forwarded to the Village Board Committee of the Whole meeting on Tuesday, March 19, 2023. A representative must be present for this meeting. Final decision on the case will be made at this Village Board of Trustees meeting on Tuesday, March 26, 2023. A representative is not required to be present for this meeting.

SPACECO, INC.
PROJECT
#12548
02/01/24
1" = 30'



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THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC

LEGAL DESCRIPTION:

AS DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NUMBER NCS-1179977-CHI2 WITH AN COMMITMENT DATE OF MAY 15, 2023.

PARCEL 1:

THAT PART OF LOT 8 IN ADDISON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER 3, OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2 AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, ALL IN TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF LAWRENCE AVENUE WITH THE EAST LINE OF SAID LOT 8, BEING ALONG THE NORTHEAST CORNER OF SAID LOT 8, THENCE NORTH 59 DEGREES 02 MINUTES WEST ALONG SAID CENTER LINE, 64.96 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES EAST, PARALLEL WITH THE EAST LINE OF SAID LOT 8, 187.60 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES WEST, 100.0 FEET THENCE SOUTH 00 DEGREES 10 MINUTES EAST PARALLEL WITH THE EAST LINE OF SAID LOT 8, 1,503.85 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH 88 DEGREES 53 MINUTES EAST ALONG SAID SOUTH LINE, 155.52 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8, THENCE NORTH 00 DEGREES 10 MINUTES WEST ALONG THE EAST LINE OF SAID LOT 8, 1,654.05 FEET TO THE PLACE OF BEGINNING, CONTAINING 5.581 ACRES, MORE OR LESS AND BEING SITUATED IN DUPAGE COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT LAND TAKEN IN CONDEMNATION CASE NO. 2015-ED-4, AND SHOWN IN FINAL JUDGMENT ORDER RECORDED MARCH 10, 2015 AS DOCUMENT R2015-022893.

PARCEL 2:

LOT 9 IN ADDISON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 3, BEING THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 28.0 FEET THEREOF LYING NORTH OF THE CENTER LINE OF LAWRENCE AVENUE) (AND EXCEPT THE EAST 25.0 FEET LYING SOUTH OF THE CENTER LINE OF LAWRENCE AVENUE) IN DUPAGE COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT LAND TAKEN IN CONDEMNATION CASE NO. 2015-ED-4, AND SHOWN IN FINAL JUDGMENT ORDER RECORDED MARCH 10, 2015 AS DOCUMENT R2015-022893.

PARCEL 3:

THAT PART OF LOT 8 IN ADDISON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER THREE, BEING THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION H, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 28.0 FEET THEREOF LYING NORTH OF THE CENTER LINE OF THE PUBLIC ROAD KNOWN AS LAWRENCE AVENUE AND EXCEPT THE EAST 25.0 FEET THEREOF LYING SOUTH OF THE CENTER LINE OF SAID LAWRENCE AVENUE) DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 64.96 FEET NORTHWEST OF THE NORTHEAST CORNER OF SAID LOT 8: THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID LOT 8, 187.6 FEET: THENCE WEST AT RIGHT ANGLES 100.00 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID LOT 8, 248.0 FEET; THENCE SOUTHEASTERLY 116.83 FEET TO THE POINT OF BEGINNING; IN DUPAGE COUNTY, ILLINOIS.

TABLE A

1. Monuments placed at all corners of the surveyed property boundary.
2. Address (as disclosed in title commitment): 700-770 Larsen Lane, 753-767 Larsen Court, Bensenville IL 60106
3. Flood Zone Classification: The property lies with in Zone "X", Zone "X" Shaded and Zone AE of the Flood Insurance Rate Map Community Panel No. 170443C0077J with an effective date of AUGUST 1, 2019. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
4. Gross Land Area: 463,362 Square Feet (10.6373 Acres).
6. Zoning Letter/Report was not provided by client at time of survey.
7. (a) The exterior dimensions of all buildings at ground level graphically shown on survey. (c) Measured height of buildings graphically shown on survey.
8. Substantial features observed in the process of conducting the survey graphically shown on survey.
9. There are 158 regular parking spaces,29 semi trailer and 1 disabled parking spaces clearly designated on the surface of the subject property. Total parking = 188 stalls.
11. Evidence of underground utilities existing or serving the property as determined by field observation. Plans and/or reports were not provided by client at time of survey.
13. Names of adjoining owners according to current public records: Shown on Survey.
14. Distance to the nearest intersecting street: Thomas Road - 261' East of property.
16. No evidence of recent earth moving work, building construction or building additions observed in the process of conducting the fieldwork.
17. No evidence of changes in street right of way lines and street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
18. Offsite easements, if any, shown on Survey.
19. Certificate of Professional Liability Insurance furnished upon request and in effect throughout the contract term.

NOTES CORRESPONDING TO SCHEDULE B - II

ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER NCS-1179977-CHI2, COMMITMENT DATED MAY 15, 2023 WAS USED IN PREPARATION OF THIS SURVEY. PIN AS LISTED IN TITLE COMMITMENT: 03-11-200-048, 03-02-401-007.

PART TWO
ITEMS 1 - 7, 14 - 15, 17, 20 NOT SURVEY RELATED
ITEMS 11, 13, 18 - 19 VISIBLE EVIDENCE SHOW IF ANY

9. Easement in favor of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors and assigns, recorded August 6, 1962 as document R62-26450, and the terms and conditions thereof. AFFECTS PROPERTY, AS SHOWN ON SURVEY.

10. Gas Pipe Line Right in favor of Northern Illinois Gas Company, its successors and assigns, recorded November 23, 1962 as document R62-41833, and the terms and conditions thereof. AFFECTS PROPERTY, AS SHOWN ON SURVEY.

11. Gas Pipe Line Right in favor of Northern Illinois Gas Company, its successors and assigns, recorded December 7, 1966 as document R66-47483, and the terms and conditions thereof. AFFECTS LOTS 8 AND 9, UNABLE TO DETERMINE EXACT LOCATION DUE TO DOCUMENT NOT SHOWING TIES TO PROPERTY LINES, LOCATION IS APPROXIMATE PER DOCUMENT R1996-047483 AS SHOWN ON SURVEY.

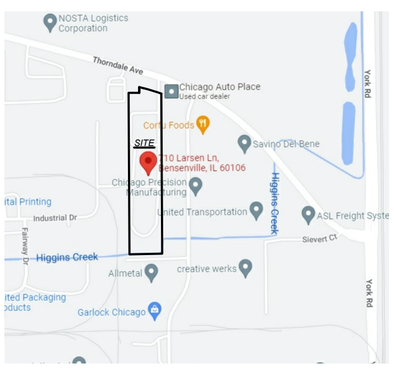
12. Easement in favor of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors and assigns, recorded August 7, 1974 as document R74-40452, and the terms and conditions thereof. AFFECTS PROPERTY, AS SHOWN ON SURVEY.

13. Easement in favor of Illinois Bell Telephone Company, its successors and assigns, recorded August 16, 1982 as document R82-36291, and the terms and conditions thereof. AFFECTS PARCELS 1 AND 2, AS SHOWN ON SURVEY.

16. Easement for Drainage and for other Highway Purposes taken in Condemnation Case No. 2015-ED-4, and shown in Final Judgment Order recorded March 10, 2015 as document R2015-022893, and the terms and provisions contained therein. (For further particulars, see document) AFFECTS PARCELS 1, 2 AND 3, AS SHOWN ON SURVEY.

VICINITY MAP

SCALE 1":1000'



GENERAL NOTES

1. FIELD WORK COMPLETED ON JUNE 12, 2023.
2. NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, GAPS, STRIPS, GORES OR ERRORS IN BOUNDARY LINES OR BETWEEN PARCELS EXIST.
3. PROPERTY DESCRIBED ON THIS SURVEY IS THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT.
4. ACCESS TO SUBJECT PROPERTY DIRECT VIA THORNDALE AVENUE.
5. AT TIME OF THIS SURVEY, NO WETLAND MARKERS WERE OBSERVED.

LEGEND OF SYMBOLS & ABBREVIATIONS

(S)	SANITARY MANHOLE		FIBER OPTIC MARKER		SIGN
(D)	STORM MANHOLE	(F)	FIBER OPTIC MANHOLE/VAULT	[M]	MAIL BOX
	STORM INLET	[T]	TELEPHONE PEDESTAL		FLAG POLE
	CLEANOUT	(T)	TELEPHONE MANHOLE/VAULT		BASKETBALL HOOP
	CATCH BASIN		TELEPHONE MARKER		BOLLARD
	LATERAL	[TF]	TRANSFORMER		CROSS CUT
(?)	UNKNOWN MANHOLE	[E]	ELECTRIC METER/PEDESTAL		IRON PIPE
(W)	WELL	(E)	ELECTRIC MANHOLE/VAULT		IRON REBAR/ROD
	HYDRANT	[C]	CABLE TV RISER/BOX CABLE		MAG NAIL
	WATER VALVE	(C)	TV MANHOLE/VAULT		SECTION MONUMENT
	DOWN SPOUT	(G)	GAS VALVE		BENCH MARK
	SPRINKLER VALVE	[G]	GAS METER		CONIFER TREE
	WATER SHUT OFF		GAS MARKER		DECIDUOUS TREE
	STANDPIPE	[A]	AIR CONDITIONING UNIT		BUSH
	WATER MANHOLE		VENT		WETLAND SYMBOL
	FLOOD LIGHT		DIRECTIONAL ARROW	CL.	=CENTERLINE
	LIGHT POLE		DUMPSTER	CONC.	=CONCRETE
	TRAFFIC SIGNAL POLE		HANDICAP STALL	EL.	=ELEVATION
	UTILITY POLE		SPOT ELEVATION	EXT.	=EXISTING
	GUY WIRE			INV.	=INVERT
			SANITARY SEWER	MON.	=MONUMENT
			STORM SEWER	P.O.B.	=POINT OF BEGINNING
	W		WATER MAIN	P.O.C.	=POINT OF COMMENCEMENT
	FO		FIBER OPTIC LINE	R.O.W	=RIGHT OF WAY
	T		TELEPHONE LINE	SEC.	=SECTION
	E		ELECTRIC LINE	SQ. FT.	=SQUARE FEET
	OHW		OVERHEAD WIRES	W/	=WITH
	CATV		CABLE TELEVISION	(R)	=RECORDED AS
	G		GAS MAIN	(D)	=DEEDED AS
	WET		WETLANDS	(FFE)	=FINISHED FLOOR ELEVATION
			TREE LINE	(GFE)	=GARAGE FLOOR ELEVATION
			NO ACCESS		

CERTIFICATION

To: First American Title Insurance Company
Larsen Enterprise, L.P., an Illinois Limited Partnership

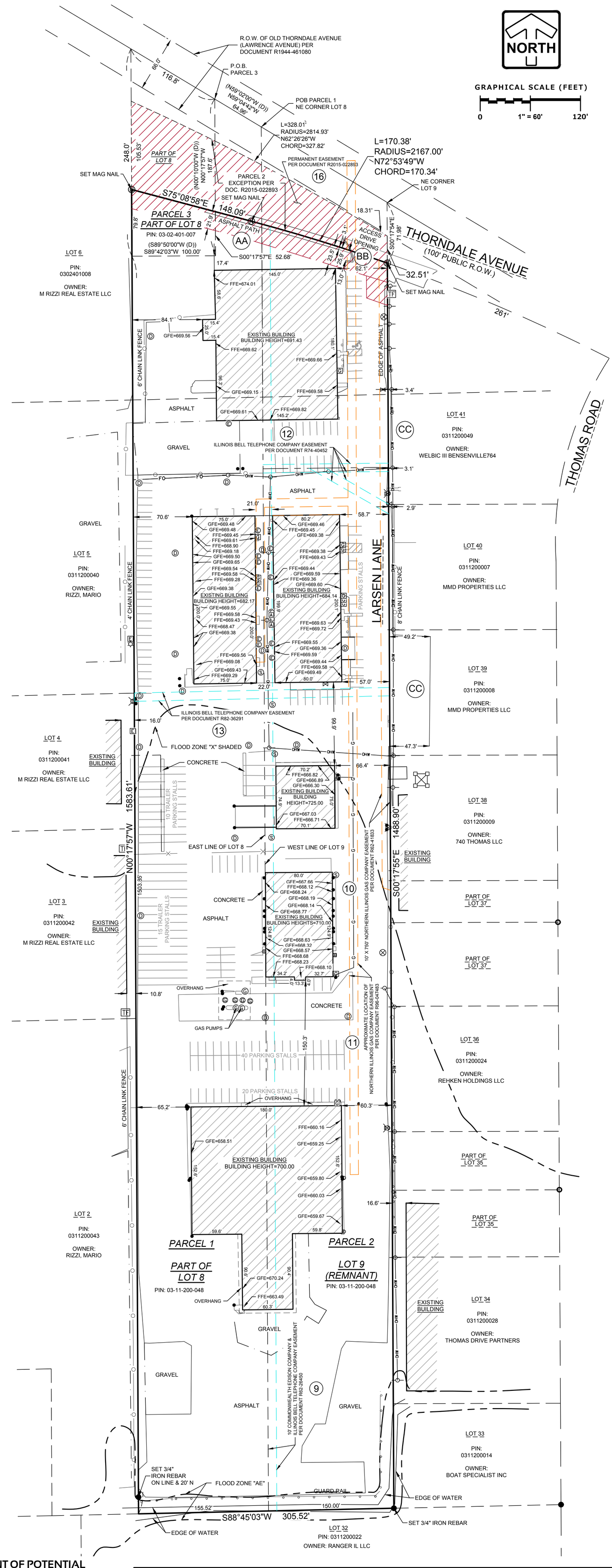
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS LAND TITLE SURVEYS, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)1, 7(c), 8, 9, 11(a), 13, 14, 16, 17, 18 and 19 of Table A thereof. The fieldwork was completed on June 12, 2023.

Date of Plat: June 21, 2023.

SIGNED _____

PAUL A. KUBICEK, ILLINOIS PROFESSIONAL LAND SURVEYOR 035-003296
EXPIRES 11/30/2024
PINNACLE ENGINEERING GROUP, LLC #184006289-0010
EXPIRES 04/30/2025

PROFESSIONAL LAND SURVEYOR — PAUL A. KUBICEK — 035-003296 — OAK CREEK, WI — STATE OF ILLINOIS



STATEMENT OF POTENTIAL ENCROACHMENTS

(AA) - Asphalt path 3.8' South of Property Line.
(BB) - Curb encroachment 13.0' South of Property Line.
(CC) - Asphalt pavement East of property line.

700-770 LARSEN LANE & 753-767 LARSEN COURT, BENSENVILLE, IL 60106

BEING PART OF THE SW 1/4 OF THE SE 1/4 OF SEC. 2 AND NW 1/4 OF THE NE 1/4 OF SEC. 11, T 40 N., R 11 E, 3RD PRINCIPAL MERIDIAN

PLAN I DESIGN I DELIVER
www.pinnacle-engr.com
PINNACLE ENGINEERING GROUP
ENGINEERING I NATURAL RESOURCES I SURVEYING
ILLINOIS OFFICE: 1051 E. MAIN STREET - SUITE 217 EAST DUNDEE, IL 60118 (847) 551-5300
CHICAGO I MILWAUKEE : NATIONWIDE

ALTA/NSPS LAND TITLE SURVEY

REVISIONS

PEG JOB No. 3011.00A
PEG PM BDJ
DATE 06/21/2023
SCALE 1"=60'
DRAFTED BY KD

SHEET 1 OF 1

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SURVEY

www.pinnacle-engr.com

Village of Bensenville
Board Room
12 South Center Street
DuPage and Cook Counties
Bensenville, IL, 60106

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

March 5, 2024

CALL TO ORDER: The meeting was called to order by Chairman Rowe at 6:30p.m.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz
Absent: None
A quorum was present.

STAFF PRESENT: K. Pozsgay, K. Quinn, C. Williamsen

JOURNAL OF PROCEEDINGS: The minutes of the Community Development Commission Meeting of the December 5, 2023 were presented.

Motion: Commissioner King made a motion to approve the minutes as presented. Commissioner Wasowicz seconded the motion.

All were in favor. Motion carried.

Director of Community and Economic Development, Kurtis Pozsgay and Village Planner, Kevin Quinn were present and sworn in by Chairman Rowe.

PUBLIC COMMENT: There was no Public Comment.

Public Hearing: CDC Case Number 2024-01
Petitioner: Ryan Medley
Location: 145 S. Ellis Street
Request: Variation, Fence in the Corner Side Yard
Municipal Code Section 10 – 7 – 4C – 7a

Motion: Commissioner Wasowicz made a motion to open CDC Case No. 2024-01. Commissioner Marcotte seconded the motion.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz
Absent: None

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A quorum was present.

Chairman Rowe opened CDC Case No. 2024-01 at 6:32 p.m.

Director of Community and Economic Development, Kurtis Pozsgay, was present and sworn in by Chairman Rowe. Mr. Pozsgay stated a Legal Notice was published in the Bensenville Independent on February 15, 2024. Mr. Pozsgay stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Pozsgay stated Village personnel posted one Notice of Public Hearing sign on the property, visible from the public way on February 15, 2204. Mr. Pozsgay stated on February 15, 2024 Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 3000' of the property in question. Mr. Pozsgay stated an affidavit of mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Pozsgay stated the Petitioner is seeking approval of a variation to construct a fence in the corner side yard of their property. Mr. Pozsgay stated the proposed fence is 5-foot-high cedar wood fencing that would extend the fence line further into the corner side yard on the Grove St side. Mr. Pozsgay stated the proposed fence location does not extend past the front façade of the adjacent neighbor's house.

Ryan Medley, property owner, was present and sworn in by Chairman Rowe. Mr. Medley reviewed the proposed fence plan with the Commission. Mr. Medley stated the plans will match the neighbors fence to the east. Mr. Medley stated he has no objections to Staff's recommendations.

There were no further questions from the Commission.

Public Comment

Chairman Rowe asked if there were any members of the Public that would like to make comment. There were none.

Mr. Pozsgay reviewed the Approval Standards for the proposed variation consisting of:

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1. **Public Welfare:** The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant's Response: The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

2. **Compatible with Surrounding Character:** The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

Applicant's Response: The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

3. **Undue Hardship**: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

Applicant's Response: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

4. **Unique Physical Attributes:** The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

Applicant's Response: The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

5. **Minimum Deviation Needed**: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

Applicant's Response: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

6. **Consistent with Ordinance and Plan:** The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

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Applicant's Response: The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Pozsgay stated:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Variation, Fence in the Corner Side Yard at 145 S. Ellis Street with the following conditions:
    a. Fence shall be setback 19 feet from the north (Grove Avenue) property line, as shown in plans;
    b. Fence shall be 5 feet high, as proposed by the applicant.

There were no questions from the commission.

Motion: Commissioner Marcotte made a motion to close CDC Case No. 2024-01. Commissioner Rott seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2024-01 at 6:37 p.m.

Motion: Commissioner Marcotte made a motion to approve the Variation; Fence in the Corner Side Yard; Municipal Code Section 10-7-4C-7a with Staff's Recommendations. Commissioner Rott seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

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Public Hearing: CDC Case Number 2024-02
Petitioner: CPI/DSP Larsen Lane Owner, LLC
Location: 700 Larsen Lane
Request: Variation, Setback Requirements
Municipal Code Section 10 – 6 – 21 – 1F
Variation, Rooftop Mechanical Equipment Screening Requirements
Municipal Code Section 10 – 7 – 4 – 13b

Motion: Commissioner Chambers made a motion to open CDC Case No. 2024-02. Commissioner Marcotte seconded the motion.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz
Absent: None
A quorum was present.

Chairman Rowe opened CDC Case No. 2024-02 at 6:39 p.m.

Director of Community and Economic Development, Kurtis Pozsgay, was present and sworn in by Chairman Rowe. Mr. Pozsgay stated a Legal Notice was published in the Bensenville Independent on February 15, 2024. Mr. Pozsgay stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Pozsgay stated Village personnel posted one Notice of Public Hearing sign on the property, visible from the public way on February 15, 2204. Mr. Pozsgay stated on February 15, 2024 Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 3000' of the property in question. Mr. Pozsgay stated an affidavit of mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Pozsgay stated the Petitioner, CPI/DSP Larsen Lane Owner, L.L.C, is seeking approval of two variances. Mr. Pozsgay stated the first variation seeks to reduce the 20' setback requirement on the west boundary of the storage area to 2' on the west boundary. Mr. Pozsgay stated they seek this to increase the usable area for outdoor storage while remaining under the allowable 25% of outdoor storage within the lot area.

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Mr. Pozsgay stated the second variation seeks to remove the screening requirement for roof-mounted mechanical equipment, as the proposed 24" roof mounted make-up unit is over 10' from any supporting wall and over 1,000' from the main ROW.

Emily Wench, CPI/DSP Larsen Lane Owner, LLC, was present and sworn in by Chairman Rowe. Ms. Wench stated the wet side of the property requires a 20 foot setback and the proposed plans allow for a 2 foot setback. Ms. Welch reviewed plans for the mechanical screening proposal as well.

Commissioner Rott asked how close the proposed operations were to Residential properties. Ms. Welch stated there is no residential property close by; the property is surrounded by industrial.

Public Comment

Chairman Rowe asked if there were any members of the Public that would like to make comment. There were none.

Mr. Pozsgay reviewed the Approval Standards for the proposed variations consisting of:

1. **Public Welfare:** The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant's Response: The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

2. **Compatible with Surrounding Character:** The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

Applicant's Response: The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

3. **Undue Hardship**: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

Applicant's Response: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

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4. **Unique Physical Attributes:** The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

Applicant's Response: The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the application.

5. **Minimum Deviation Needed**: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

Applicant's Response: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

6. **Consistent with Ordinance and Plan:** The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Pozsgay stated:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Variation for Setback Requirement.
2. Any proposed screening of the outdoor storage must be opaque.
3. If screening is a chain link fence with slats, the slats must be of uniform color and the chain link must be powder coated black, to be approved by Zoning Administrator during permitting.
4. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Rooftop Mechanical Equipment Screening Requirement.

There were no questions from the commission.

Motion: Commissioner Chambers made a motion to close CDC Case No. 2024-02. Commissioner Wasowicz seconded the motion.

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ROLL CALL: Ayes: Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2024-02 at 6:44 p.m.

Motion: Commissioner Marcotte made a motion to approve the Variation; Setback Requireemtns; Municipal Code Section 10-6-21-1F with Staff's Recommendations. Commissioner Rott seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Marcotte made a motion to approve the Variation; Rooftop Mechanical Equipment Screening Requirements; Municipal Code Section 10-7-4-13b with Staff's Recommendations. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Ciula, King, Marcotte, Wasowicz

Nays: Rott

Motion carried.

Public Hearing: CDC Case Number 2024-03
Petitioner: 2540 Flournoy LLC
Location: 740 County Line Road
Request: Site Plan Review
Municipal Code Section 10-3-2
Special Use Permit, Medium Industrial
Municipal Code Section 10-7-2-1
Variation, Driveway Width Requirements
Municipal Code Section 10 – 8 – 8c
Variation, Tree Replacement Rate Requirements
Municipal Code Section 10 – 9 – 2B1

Motion: Commissioner Rott made a motion to open CDC Case No. 2024-03. Commissioner Marcotte seconded the motion.

DRAFT

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz
Absent: None
A quorum was present.

Chairman Rowe opened CDC Case No. 2024-03 at 6:47 p.m.

Director of Community and Economic Development, Kurtis Pozsgay, was present and sworn in by Chairman Rowe. Mr. Pozsgay stated a Legal Notice was published in the Bensenville Independent on February 15, 2024. Mr. Pozsgay stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Pozsgay stated Village personnel posted one Notice of Public Hearing sign on the property, visible from the public way on February 15, 2204. Mr. Pozsgay stated on February 15, 2024 Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 3000' of the property in question. Mr. Pozsgay stated an affidavit of mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Pozsgay stated the Petitioner, 2540 Flournoy LLC, is seeking approval of a site plan review, special use permit and two variances. Mr. Pozsgay stated the special use permit is to allow a medium industrial use (chemicals will be mixed on site) in a light industrial district. Mr. Pozsgay stated the first variance seeks to extend the driveway width beyond the 30 feet maximum, as stated in Municipal Code 10 – 8 – 8c. Mr. Pozsgay stated the proposed driveway exiting onto George Street would be 30.3 feet and the proposed driveway width exiting onto County Line Road would be 41.7 feet. Mr. Pozsgay stated the second variance is due to not being able to meet the tree replacement standards. Mr. Pozsgay stated they believe that meeting the Village Requirements stated in Municipal Code Section 10 – 9 – 2B1 would result in overplanting.

Edward Ivy and John Bodie of 2540 Flournoy LLC, were present and sworn in by Chairman Rowe. Mr. Bodie shared a presentation with the Commission and Members of the Public. The presentation has been attached to the minutes as "Exhibit A".

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Mr. Ivy provided an overview of the companies operations. Mr. Ivy stated they lease dishwashers to restaurants. Mr. Ivy explained these dishwashers are low efficiency. Mr. Ivy stated the company provide chemicals to run the dishwashers to the restaurants and the chemicals are mixed onsite. Mr. Ivy stated they are currently located in Elk Grove Village and have outgrown their space. Mr. Ivy stated their major chemical factory is located in Atlanta, Georgia and is 30 feet away from Residential; there has never been any incidents. Mr. Ivy stated delivery from large trucks would occur once a month; daily transit vehicles will come and go from the property. Mr. ivy stated they operate 130 locations throughout the Country. Mr. Ivy stated the business is highly regulated by the IEPA.

Matt Cronin, Architect, was present and sworn in by Chairman Rowe. Mr. Cronin reviewed the revised site plan.

Commissioner Chambers asked how often tanks on site are inspected for leaks. Mr. Ovy stated inspections occur daily and records are required to be kept for years.

Commissioner Rott raised concern with trucks exiting the property and traveling on George Street. Mr. Cronin stated they are fully aware of the concerns and would be open to the idea of placing a porkchop on site to prevent exiting onto George Street.

Commissioner Rott asked where the chemicals will be placed on site. Mr. Cronin stated as far away from Residential as possible.

Commissioner Wasowicz asked that the companies safety information be made available to the Commission and Public. Mr. Ivy stated he has no objections to providing any information they have.

Public Comment

Linda Bratland – 915 John Street, Bensenville, Illinois 60106
Mr. Bratland was present and sworn in by Chairman Rowe. Ms. Bratland submitted her objections to the recording secretary. The submittal has been attached to the minutes as “Exhibit B”.

DRAFT

Thomasz Klos - 818 George Street, Bensenville, Illinois 60106
Mr. Klos was present and sworn in by Chairman Rowe. Mr. Klos spoke in objection of the proposed operations. Mr. Klos stated he lives next door to the proposed site. Mr. Klos stated he has three children and their bedroom windows would look at the proposed site. Mr. Klos stated he has major concerns with the proposed chemical mixing on site. Mr. Klos stated if the applicants brought in a bucket of bleach; it would clear the room. Mr. Klos asked for clarification on parking and operations. Mr. Klos stated he has major concerns with traffic on George Street; asked for the Village to place speedbumps on George Street. Mr. Klos stated if the Village allows the company to move in; the next company will be a larger operation with more hazardous materials.

Bill Perry – 814 George Street, Bensenville, Illinois 60106
Mr. Perry was present and sworn in by Chairman Rowe. Mr. Perry raised concerns with the possibilities of explosions occurring from vapors in the air. Mr. Perry asked for more information on the companies mixing plans and operations.

Scott Sandals – 712 George Street, Bensenville, Illinois 60106
Mr. Sandales was present and sworn in by Chairman Rowe. Mr. Sandals stated he leases the property at 712 George Street. Mr. Sandals stated he does not object to the proposed site plan and operations but he does have major concerns with increased traffic on George Street.

Anna Lysy – 751 John Street, Bensenville, Illinois 60106
Mr. Lysy was present and sworn in by Chairman Rowe. Ms. Lysy stated she was objecting to the proposed operation. Ms. Lysy stated there is enough pollution in Bensenville from tobacco shops, traffic and airplanes. Ms. Lysy stated she has been a Resident on Bensenville for 30-35 years.

Jennifer Yoo – 751 John Street, Bensenville, Illinois 60106
Mr. Yoo was present and sworn in by Chairman Rowe. Ms. Yoo stated she was objecting to the proposed operation. Ms. Yoo shared information pertaining to the types of chemicals that are being planed to be mixed on site. Ms. Yoo stated children in the area can become sick as a result of a leak. Ms. Yoo stated Redmond Park is nearby. Ms. Yoo stated a chemical spill would cause the entire Village to evacuate; she sees similar incidents on the news all the time. Ms. Yoo stated she is terrified of the possibilities of a major disaster from the proposed site.

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Mr. Pozsgay stated Staff recommends the continuance of the CDC case until April 2, 2024.

There were no questions from the commission.

Motion: Commissioner Marcotte made a motion to continue CDC Case No. 2024-03 until April 2, 2024. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe continued CDC Case No. 2024-03 at 7:51 p.m. until April 2, 2024.

Public Hearing: CDC Case Number 2024-04
Petitioner: Bensenville Park District
Location: 500 West Jefferson Street
Request: Variation, Electronic Message Sign Location
Municipal Code Section 10 – 10 – 5 – 4A3
Variation, Monument Sign Height
Municipal Code Section 10 – 10 – 5 – 8c

Motion: Commissioner Chambers made a motion to open CDC Case No. 2024-04. Commissioner Wasowicz seconded the motion.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz
Absent: None
A quorum was present.

Chairman Rowe opened CDC Case No. 2024-04 at 7:52 p.m.

Director of Community and Economic Development, Kurtis Pozsgay, was present and sworn in by Chairman Rowe. Mr. Pozsgay stated a Legal Notice was published in the Bensenville Independent on February 15, 2024. Mr. Pozsgay stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Pozsgay stated Village personnel posted one Notice of Public Hearing sign on the property, visible from the public way on February 15, 2204. Mr. Pozsgay stated on February 15, 2024

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Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 3000' of the property in question. Mr. Pozsgay stated an affidavit of mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Pozsgay stated the Petitioner, Bensenville Park District, is seeking approval of two variations. Mr. Pozsgay stated the first variation seeks to allow an electronic message sign within one mile of an established electronic message sign. Mr. Pozsgay stated the sign is located within one mile of an electronic message sign located at 1047 S York Road, thus requiring a variation from the requirements of the existing code. Mr. Pozsgay stated the proposed sign will be placed in the same location as the existing monument sign along Jefferson Road. Mr. Pozsgay stated the second variation seeks to allow the monument sign upon which the electronic message sign is based to exceed the maximum height allowed for monument signs- 8 feet. Mr. Pozsgay stated the proposed monument sign would be 8.75 feet. Mr. Pozsgay stated the total sign area for the electronic message sign is approximately 23.08 SF. Mr. Pozsgay stated this covers less than 50% of the total monument sign area.

Andrew Godfrey, White Pines Golf Course Manager, was present and sworn in by Chairman Rowe. Mr. Godfrey reviewed the proposed sign with the Commission.

Public Comment

Chairman Rowe asked if there were any members of the Public that would like to make comment. There were none.

Mr. Pozsgay stated Staff recommends the continuance of the CDC case until April 2, 2024.

There were no questions from the commission.

Motion: Commissioner Wasowicz made a motion to continue CDC Case No. 2024-04 until April 2, 2024. Commissioner Marcotte seconded the motion.

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ROLL CALL: Ayes: Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe continued CDC Case No. 2024-04 at 7:59 p.m. until April 2, 2024.

2024 Zoning Map: Mr. Pozsgay reviewed the proposed 2024 Zoning Map with the Commission and Public. Mr. Pozsgay stated there are no changes to the Zoning Map from the previous year.

Report from Community Development: Mr. Quinn reviewed both recent CDC cases along with upcoming cases.

ADJOURNMENT: There being no further business before the Community Development Commission, Commissioner Marcotte made a motion to adjourn the meeting. Commissioner King seconded the motion.

All were in favor. Motion carried.

The meeting was adjourned at 8:01 p.m.

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_____

Ronald Rowe, Chairman
Community Development Commission

ORDINANCE # _____

AN ORDINANCE APPROVING VARIATIONS FOR OUTDOOR STORAGE AREA SETBACK AND ROOFTOP MECHANICAL SCREENING AT 1151 N ELLIS STREET, BENSENVILLE, ILLINOIS

WHEREAS, the Village of Bensenville, DuPage and Cook Counties, Illinois (the *"Village"*) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the President and the Board of Trustees of the Village of Bensenville (the *"Corporate Authorities"*) have heretofore exercised the power conferred on them pursuant to Chapter 11-13-1, *et seq.*, of the Illinois Municipal Code by adopting the Village of Bensenville Zoning Ordinance (Ord. 07-99), as amended from time to time (the "*Zoning Ordinance*"); and

WHEREAS, CPI/DSP Larsen Lane Owner, L.L.C of 350 West Hubbard Street, Suite 605, Chicago, Illinois 60654 (the "*Owner*") owns the property contained within 700 Larsen Lane; and

WHEREAS, CPI/DSP Larsen Lane Owner, L.L.C of 350 West Hubbard Street, Suite 605, Chicago, Illinois 60654 (the "*Applicant*") filed an application for variations, pursuant to Sections 10-7-3X-2 & 10-7-4C-13b of the Zoning Ordinance (the "*Application*"), to allow a reduction of the outdoor storage area setback requirement and relief from the rooftop screening requirements on a portion of the Owner's property located at 700 Larsen Lane in Bensenville, Illinois as legally described in Exhibit A, attached hereto and incorporated herein by reference (the "*Subject Property*"). A copy of said application with all supporting documents is contained on file in the Community and Economic Development Department as Exhibit B; and

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WHEREAS, the Applicant has requested variations from the Zoning Ordinance in order to reduce the outdoor storage area setback requirement and relief from the rooftop screening requirements ("*Variations")* specifically:

A. Deviation from Section 10 – 7 –3X – 2 of the Zoning Ordinance, to reduce the outdoor storage area setback on the southwest portion of the, as shown in Exhibit B;

B. Deviation from Section 10-7-4C-13b of the Zoning Ordinance, to allow relief from the screening requirements for the mechanical equipment, as shown in Exhibit B;

WHEREAS, the Village published Notice of Public Hearing with respect to the Variations in the *Bensenville Independent* on Thursday, February 15, 2024, and notice was also given via posting of one Public Hearing Sign on the Subject Property on Friday, February 16, 2024, and via First Class mail to taxpayers of record within 250 feet of the Subject Property on February 16, 2024, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on March 5, 2024 (the "*Public Hearing*"), as required by the statutes of the State of Illinois and the ordinances of the Village, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, at the conclusion of the Public Hearing, the Community Development Commission agreed with the findings of fact submitted by the Applicant, and thereafter, voted (7-0) to recommend approval of the Variation for outdoor storage area setback and (6-1) for rooftop mechanical screening requirements with certain conditions, and forwarded its recommendations, including the Staff Report and findings relative to the requests, which are attached hereto and incorporated herein by reference as Exhibit C, to the Corporate Authorities; and

WHEREAS, the Corporate Authorities have duly considered the Community Development Commission's recommendation and findings of fact, and have determined that

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approval of the Variations, as recommended by the Community Development Commission, with conditions, are consistent with the Zoning Ordinance; and

WHEREAS, the Corporate Authorities deem it advisable and in the best interest of the health, safety, and welfare of the residents of the Village to grant the Variations requested and subject to the conditions identified herein.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois, duly assembled at a regular meeting, as follows:

Section 1. That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. That the Subject Property is currently zoned within the I-2 General Industrial District, which zoning classification shall remain in effect subject to the Variations approved herein.

Section 3. That the Corporate Authorities hereby adopt by reference the findings of fact of the Community Development Commission as findings of the Village President and the Board of Trustees as if completely set forth herein, and find that the Variations are proper and necessary, with certain modifications and additional conditions contained herein.

Section 4. That in addition to the findings set forth in Sections 3 hereof, the Corporate Authorities find as to the standards of variations in relation to the requests:

i. The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

ii. The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

iii. The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

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iv. The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

v. The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

vi. The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Section 5. That the Variations at 700 Larsen Lane in Bensenville, Illinois as legally described in Exhibit A, is hereby approved, provided that the project is constructed in substantial conformance with the following plans and specifications (collectively, the "Plans and Specifications"), except as may be amended pursuant to Section 6 of this Ordinance:

i. Application: submitted by Applicant on February 1, 2014 (Exhibit B; the "*Application*");

ii. Overall Site Plan: Submitted by Spaceco in tandem with application (Exhibit B);

iii. ALTA/NSPS Land Title Survey: prepared by the Pinnacle Engineering Group on June 21, 2023 (Exhibit B; the "*Survey*").

The Plans and Specifications are hereby approved by this Ordinance.

Section 6. That the Variations granted herein are further subject to the following conditions and restrictions which the Corporate Authorities deem necessary to protect the public interest:

i. Any proposed screening of the outdoor storage must be opaque;

ii. If screening of Outdoor Storage Area is a chain link fence with slats, the slats must be of uniform color and the chain link must be powder coated black, to be approved by Zoning Administrator during permitting;

Section 7. No building permits shall be issued for construction related to the Variations unless the plans submitted in conjunction with the building permits are in substantial conformance with the Plans and Specifications and conditions, as approved herein.

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Section 8. The Applicant hereunder shall at all times comply with the terms and conditions of the Ordinance and, in the event of non-compliance, said Ordinance shall be subject to revocation.

Section 9. All sections of the Zoning Ordinance not addressed in this Ordinance or another amending ordinance shall remain in full force and effect.

Section 10. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 11. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 12. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 26h day of March 2024, pursuant to a roll call vote, as follows:

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

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Ordinance # ___- 2024
Exhibit "A"

The Legal Description is as follows:

PARCEL 1:

THAT PART OF LOT 8 IN ADDISON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER 3, OF THE PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2 AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, ALL IN TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF LAWRENCE AVENUE WITH THE EAST LINE OF SAID LOT 8, BEING ALONG THE NORTHEAST CORNER OF SAID LOT 8, THENCE NORTH 59 DEGREES 02 MINUTES WEST ALONG SAID CENTER LINE, 64.96 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES EAST, PARALLEL WITH THE EAST LINE OF SAID LOT 8, 187.60 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES WEST, 100.00 FEET THENCE SOUTH 00 DEGREES 10 MUNUTES EAST PARALLEL WITH THE EAST LINE OF SAID LOT 8, 1,503.85 FEET TO THE SOTUH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID DECTION 11; THENCE NORTH 88 DEGREES 53 MINUTES EAST ALONG SAID SOUTH LINE, 155.52 FEET TO THE SOTUHEAST CORNER OF SAID LOT 8; THENCE NORTH 00 DEGREES 10 MUNUTES WEST ALONG THE EAST LINE OF SAID LOT 8, 1,654.05 FEET TO THE PLACE OF BEINNING, CONTAINING 5.581 ACRES, MORE OR LESS AND BEING SITUATED IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

LOT 9 IN ADDISON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO.3, BEING THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXEPT THE EAST 28.0 FEET THEREOF LYING NORTH OF THE CENTER LINE OF LAWRENCE AVENUE)(AND EXCEPT THE EAST 25.0 FEET LYING SOUTH OF THE CENTER LINE OF LAWRENCE AVENUE) IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 8 IN ADDISON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER THREE, BEING THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, AND THE NORTHWEST QUARTER OF SECTION H, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 28.0 FEET THEREOF LYING NORTH OF THE CENTER LINE OF THE PUBLIC ROAD KNOWN AS LAWRENCE AVENUE AND EXCEPT THE EAST 25.0 FEET THEREOF LYING SOUTH OF THE CENTER LINE OF SAID LAWRENCE AVENUE) DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 64.96 FEET NORTHWEST OF THE NORTHEAST CORNER OF SAID LOT 8: THENCE SOUTH

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PARALLEL TO THE EAST LINE OF SAID LOT 8, 187.6 FEET: THENCE WEST AT RIGHT ANGLES 100.00 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID LOT 8, 248.0 FEET; THENCE SOUTHEASTERLY 116.83 FEET TO THE POINT OF BEGINNING; IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 700-770 Larsen Lane, Bensenville, Illinois 60106

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Ordinance # ___- 2024
Exhibit "B"
Plans and Specifications

On file in the Community and Economic Development Department.

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Mr. Pozsgay reviewed the Approval Standards for the proposed variations consisting of:

1. **Public Welfare:** The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant's Response: The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

2. **Compatible with Surrounding Character:** The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

Applicant's Response: The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

3. **Undue Hardship**: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

Applicant's Response: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

4. **Unique Physical Attributes:** The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

Applicant's Response: The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the application.

5. **Minimum Deviation Needed**: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

Applicant's Response: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

6. **Consistent with Ordinance and Plan:** The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

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Applicant's Response: The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Pozsgay stated:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Variation for Setback Requirement.
2. Any proposed screening of the outdoor storage must be opaque.
3. If screening is a chain link fence with slats, the slats must be of uniform color and the chain link must be powder coated black, to be approved by Zoning Administrator during permitting.
4. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Rooftop Mechanical Equipment Screening Requirement.

There were no questions from the commission.

Motion: Commissioner Chambers made a motion to close CDC Case No. 2024-02. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2024-02 at 6:44 p.m.

Motion: Commissioner Marcotte made a motion to approve the Variation; Setback Requireemtns; Municipal Code Section 10-6-21-1F with Staff's Recommendations. Commissioner Rott seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Ciula, King, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Marcotte made a motion to approve the Variation; Rooftop Mechanical Equipment Screening Requirements; Municipal Code Section 10-7-4-13b with Staff's Recommendations. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Ciula, King, Marcotte, Wasowicz

Nays: Rott

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Motion carried.

_____

Ronald Rowe, Chairman
Community Development Commission

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TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	K. Pozsgay	CED	03.19.2024

DESCRIPTION:

Consideration of an Ordinance Amending the Building Code Regulations, Title 9, and Repealing and Reserving Chapters 2 and 3 of Title 7 of the Village Code

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	*Financially Sound Village*	X	*Enrich the lives of Residents*
X	*Quality Customer Oriented Services*	X	*Major Business/Corporate Center*
X	*Safe and Beautiful Village*	X	*Vibrant Major Corridors*

COMMITTEE ACTION:	DATE:
COW	03/19/24

BACKGROUND:

1. The Village is empowered, under Sections 11-1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-1-1 et seq., to provide for regulation of building and construction, fire safety and property maintenance to ensure the health and safety of citizens of the Village.
2. The Village has previously adopted, by reference with amendments, certain nationally recognized and standardized codes including the 2015 International Residential Code; the 2015 International Building Code; the 2015 International Property Maintenance Code; the 2015 International Fire Code; the 2015 International Fuel Gas Code; and the 2015 International Mechanical Code.
3. These nationally recognized and standardized codes have been updated and published for the year 2021.

KEY ISSUES:

1. In addition to the updated code sets, the Village will adopt several Village specific amendments to the codes.
2. The Village will also be adding the 2021 International Swimming Pool and Spa Code published by the International Code Council; and The Existing Building Code.
3. The fire safety regulations set forth in Chapters 2 and 3 of Title 7 of the Village Code are no longer necessary in light of the adoption of the International Fire Code and the International Fuel Gas Code.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends approving the ordinance amending the Building Code Regulations, Title 9, and Repealing and Reserving Chapters 2 and 3 of Title 7 of the Village Code.

BUDGET IMPACT:

NA

ACTION REQUIRED:

Approve Ordinance amending the Building Code Regulations, Title 9, and Repealing and Reserving Chapters 2 and 3 of Title 7 of the Village Code.

ATTACHMENTS:

Description	Upload Date	Type

ORDINANCE NO. ____ - 2024

AN ORDINANCE AMENDING THE BUILDING CODE REGULATIONS IN TITLE 9 OF THE VILLAGE CODE AND REPEALING AND RESERVING CHAPTERS 2 AND 3 OF TITLE 7 OF THE VILLAGE CODE

WHEREAS the Village of Bensenville (hereinafter "Village") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq*.; and

WHEREAS, the Village is empowered, under Sections 11-1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-1-1 *et seq.*, to provide for regulation of building and construction, fire safety and property maintenance to ensure the health and safety of citizens of the Village; and

WHEREAS, for this purpose, the Village has previously adopted, by reference with amendments, certain nationally recognized and standardized codes including the 2015 International Residential Code; the 2015 International Building Code; the 2015 International Property Maintenance Code; the 2015 International Fire Code; the 2015 International Fuel Gas Code; and the 2015 International Mechanical Code; and

WHEREAS these nationally recognized and standardized codes have been updated and published for the year 2021; and

WHEREAS, the Village Board of the Village has determined that it is in the best interests of the Village and its citizens to adopt, by reference with Village specific amendments, the updated 2021 versions of the above referenced nationally recognized and standardized codes in addition to the 2021 International Swimming Pool and Spa Code published by the International Code Council; and The Existing Building Code.

WHEREAS, it has also been determined that the fire safety regulations set forth in

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Chapters 2 and 3 of Title 7 of the Village Code are no longer necessary in light of the adoption of the International Fire Code and the International Fuel Gas Code and that the fire safety regulations in Chapters 2 and 3 of Title 7 of the Village Code should be repealed to ensure the consistency of the fire regulation in the Village.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof as if fully set forth.

SECTION TWO: Chapters 2 and 3 of Title 7 of the Village Code are hereby repealed in their entirety and reserved for future use.

SECTION THREE: Sections 9-2-1, 9-2-2 and 9-2-3 of Title 9, Chapter 2 of the Village Code are deleted in their entirety and replaced with the following:

9-2-1: CODES ADOPTED:

A. The 2021 International Residential Code published by the International Code Council is hereby adopted and incorporated in its entirety subject to the amendments set forth in this Chapter, Section 9-2-2.

B. The 2021 International Building Code published by the International Code Council is hereby adopted and incorporated in its entirety subject to the amendments set forth in this Chapter, Section 9-2-3.

9-2-2: AMENDMENTS TO THE 2021 INTERNATIONAL RESIDENTIAL CODE:

100 Chapter 1 – ADMINISTRATION

R101.1 Revise as follows:

"These provisions shall be known as the Residential Code for One- and Two-Family Dwellings of
the Village of Bensenville, shall be cited as such and will be referred to herein as 'this code.'"

R102.4.1 Revise the last sentence as follows:

"Where conflicts occur between provisions of this code and referenced codes and standards, the most restrictive provisions shall apply.

R102.4.3 Add new Section R102.4.3 as follows:

"Zoning. The restrictions of the Zoning Ordinance of the Village of Bensenville and all amendments thereto, shall not be deemed to be modified by any provisions of this Code; and such restrictions shall be controlling except insofar as this Code imposes greater restrictions by reason of the type of construction used, in which case the provisions of this code shall control."

R105.2 Revise as follows:
Building:

1. One-story detached accessory structures provided… ***Delete in its entirety.***
2. Fences not over 7 feet high. ***Delete in its entirety.***
4. Water tanks supported directly upon grade… ***Delete in its entirety.***
5. Sidewalks and driveways. ***Delete in its entirety.***
10. Decks not exceeding 200 square feet in area, which are… ***Delete in its entirety.***

Electrical:

3. Replacement of branch circuit overcurrent devices… ***Delete in its entirety.***
4. Electrical wiring, devices, appliances, apparatus or equipment… ***Delete in its entirety.***

Mechanical:

4. Steam, hot- or chilled-water piping within any heating or … ***Delete in its entirety.***

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R106.2.1 Add new Section R106.2.1 as follows:

"Spot survey. It shall be the responsibility of the applicant to submit to the Department of Community Development a spot survey prepared by a Illinois Registered Land Surveyor after the foundation is constructed indicating the placement or setback of the structure in relation to all lot lines. This survey must be at a scale of not less than one inch equal to thirty feet (1" = 30'-0"). The survey must also indicate the elevation above sea level of the top of foundation wall(s) and the top of the curb and sidewalk at lot lines extended relative to a United States Geological Survey benchmark. No construction will be allowed to proceed except for decking, underground water and sewer and related items until the spot survey is approved by the Building Division of the Department of Community Development. This Section applies to principal structures only and not to accessory structures."

Section R112 delete the text in its entirety and see section 113 of the International Building Code

300 Chapter 3 – BUILDING PLANNING

Table R301.2(1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

R301.2(1) Add the following beneath the respective column headings:

Table 301.2
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATAGORY.	SUBJECT TO DAMAGE FROM			ICE BARRIER UNDERLAYMENT REQUIRED	FLOOD HAZARD	AIR FREEZING INDEX	MEAN ANNUAL TEMP
	Speed (mph)	Topographic effects	Special Wind region	Windborne Debris zone		Weathering	Frost Line depth	Termite				
30	115	No	No	No	A	Severe	42	Severe	YES	See maps	2000	50

MANUAL J DESIGN CRITERIA						
Elevation	Altitude Correction 'factor	Coincident Wet bulb	Indoor winter design dry-bulb temperature	Indoor winter design Dry-bulb temperature	Outdoor winter design Dry-bulb temperature	Heating temperature difference
673	1	73	70	70	2	68
Latitude	Daily range	Indoor summer Design Relative humidity	Summer design gains	Indoor summer design Dry-bulb temperature	Outdoor summer design Dry-bulb temperature	Cooling temperature difference
42	M	50	36	75	89	14

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Table 302.6 Table 302.6 Dwelling- garage separation. ***Delete the last line of the table. Accessory structures are required to be 10'-0" away from the principal structure.***

R309.1 Revise as follows:

"… to a drain or toward the main vehicle entry doorway. ***A minimum 4-inch-high gas curb shall be provided against all common walls with the dwelling unit of all attached garage walls."***

R309.5 ***Delete in its entirety.***

R313.2 An automatic sprinkler system shall be installed in all buildings constructed per the IBC. AND WITH A CHANGE OF USE.

400 Chapter 4 - FOUNDATIONS

R402.1 ***Delete in its entirety.***

R402.2 Add the following: When concrete is placed at grade with.

reinforcing bar. The bar shall be supported with an

approved devices such as a chair or standoff.

R403.2 ***Delete in its entirety.***

R404.1.2 ***Delete in its entirety.***

R404.1.8 ***Delete in its entirety.***

R404.2 ***Delete in its entirety.***

R405.1 ***Delete the exception in its entirety.***

R405.2 ***Delete in its entirety.***

R406.3 ***Delete in its entirety.***

R408.6 Revise as follows:

"… unless an approved drainage system is provided. ***The clear height of a crawl space shall be no less than 36***

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inches from the finished grade to the bottom of the lowest joist. Additionally, a minimum 2" concrete slush coat shall cover the entire floor surface of the crawlspace."

500 Chapter 5 – FLOORS

R504 ***Delete in its entirety. Treated wood floors on the ground are not permitted.***

600 Chapter 6 – WALL CONSTRUCTION

R602.3 Revise as follows:

"Exterior walls of wood-frame construction shall be designed and constructed in accordance with the provisions of this chapter and Figures R602.3(1) and R602.3(2) or in accordance with AF&PA's NDS, ***except that in no case shall the spacing of studs be greater than 16 inches on center. All references and provisions in this chapter or the AF&PA's NDS for stud spacings other than sixteen inches on center are not applicable for the purpose of this Code. In addition, all studs shall be one continuous length from sill plate to top plate.*** Components of exterior walls shall be fastened…"

R602.5 Delete in its entirety and, in lieu of, add the following:

"Interior nonbearing walls. Interior nonbearing walls shall have studs which are perpendicular to the plates (not flat), and such studs shall not be less than 2-inch by 4-inch. Interior nonbearing walls shall be fire blocked in accordance with Section R602.8."

R606.1.1 ***Delete in its entirety. All masonry designs shall be signed and sealed by an approved Illinois registered design professional.***

900 Chapter 9 Roof Assemblies

908.7 When over 50% of the roof is replaced or recovered the roof in its entirety shall be replaced.

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1300 Chapter 13 – GENERAL MECHANICAL SYSTEM REQUIREMENTS

M1305.1.3 Revise as follows:

"… not less than of 20 inches by 30 inches, and large enough to allow removal of the largest appliance. ***The equipment shall be installed in a 1-hour rated room with a self-closing, self-latching 45-minute fire door. A one hour room with a rated door shall be provided when mechanical equipment is installed in the attic or crawl space. "***

1600 Chapter 16 – DUCT SYSTEMS

M1601.5 Delete in its entirety, including all subsections, and in lieu of, add the following:

"***Under-floor and wall cavity plenums. An under-floor space or wall cavity shall not be used as a supply or return air plenum. Ducted supplies and returns are required throughout all areas of the structure. All references in this code to under-floor plenums or wall cavity plenums shall be deleted.***"

G2406.1 Revise as follows:

"Appliances shall be located as required by this section, specific requirements elsewhere in this code and the conditions of the equipment and appliance listing. ***Fuel-gas meters shall be readily accessible for inspection, reading, and replacement, and shall be located outdoors only.***"

2500 Chapter 25 – PLUMBING ADMINISTRATION. **Delete chapter in its entirety.**

2600 Chapter 26 – GENERAL PLUMBING REQUIREMENTS. **Delete chapter in its entirety.**

2700 Chapter 27 – PLUMBING FIXTURES. **Delete chapter in its entirety.**

2800 Chapter 28 – WATER HEATERS. **Delete chapter in its entirety.**

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2900 Chapter 29 – WATER SUPPLY AND DISTRIBUTION. **Delete chapter in its entirety.**

3000 Chapter 30 – SANITARY DRAINAGE. **Delete chapter in its entirety.**

3100 Chapter 31 – VENTS. **Delete chapter in its entirety.**

3200 Chapter 32 – TRAPS. **Delete chapter in its entirety.**

3400 Chapter 34 – GENERAL REQUIREMENTS. **Delete chapter in its entirety.**

3500 Chapter 35 – ELECTRICAL DEFINITIONS. **Delete chapter in its entirety.**

3600 Chapter 36 – SERVICES. **Delete chapter in its entirety.**

3700 Chapter 37 – BRANCH CIRCUIT AND FEEDER REQUIREMENTS. **Delete chapter in its entirety.**

3800 Chapter 38 – WIRING METHODS. **Delete chapter in its entirety.**

3900 Chapter 39 – POWER AND LIGHTING DISTRIBUTION. **Delete chapter in its entirety.**

4000 Chapter 40 – DEVICES AND LUMINAIRES. **Delete chapter in its entirety.**

4100 Chapter 41 – APPLIANCE INSTALLATION. **Delete chapter in its entirety.**

4300 Chapter 43 – CLASS 2 REMOTE-CONTROL, SIGNALING AND POWER-LIMITED CIRCUITS. **Delete chapter in its entirety.**

9-2-3: AMENDMENTS TO THE 2021 INTERNATIONAL BUILDING CODE:

100 Chapter 1 – ADMINISTRATION

101.1 Revise as follows:

"These regulations shall be known as the Building Code of ***the Village of Bensenville***, hereinafter referred to as 'this code.'"

101.4.3 Revise as follows:

"The provisions of the ***2014 Illinois Plumbing Code as adopted and amended by the Village of Bensenville,*** shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances and were connected to a water or sewage system and all aspects of a medical gas system. The provisions of the International Private Sewage Disposal Code shall apply to private sewage disposal systems. ***References to the International Plumbing Code within this or any other code adopted by the Village of Bensenville, shall be deleted, and the words, "2014 Illinois Plumbing Code, as adopted and amended herein" shall be added in its place."***

101.4.8 Add new Section 101.4.8 as follows:

Zoning. The restrictions of the Zoning Ordinance of the Village of Bensenville and all amendments thereto, shall not be deemed to be modified by any provisions of this Code; and such restrictions shall be controlling except insofar as this Code imposes greater restrictions by reason of the type of construction used, in which case the provisions of this code shall control."

102.4.1 Revise the last sentence as follows:

"Where conflicts occur between provisions of this code and referenced codes and standards, the ***most restrictive*** provisions shall apply.

107.2.6 Add the following to the section:

"It shall be the responsibility of the applicant to submit to the Department of Community & Economic Development a spot survey prepared by an Illinois ***Registered Land Surveyor after the foundation is constructed indicating the placement or setback of the structure in relation to all lot lines. This survey must be at a scale of not less than one inch equal to thirty feet (1" = 30'-0"). The survey must also indicate the elevation above sea level of the top of foundation wall(s) and the top of the curb and sidewalk at lot lines extended relative to a United States Geological Survey benchmark. No construction will be allowed to proceed except for decking, underground water and sewer and related items until the spot survey is approved by the Building Division of the Department of Community Development. This Section applies to principal structures only and not to accessory structures."***

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113 Means of Appeal Delete all text and insert the following:

All initial appeals by a Contractor, Design Professional or homeowner about the proper application of a code related item shall be to the Building Official.

The Building Code Official has a maximum of 10 days to respond.

If the appellant does not agree with the Building Code Official the appellant may appeal to the Village Manager. The Village Manager has 10 days to respond.

If the appellant does not agree with the Village Manager, the appellant may appear to the Village Board.

The Village Board has a maximum of 45 days. to respond.

This procedure does not eliminate the appellant's right to appeal to a court of law.

114.4 Revise as follows:

"…shall be subject to penalties as prescribed by law, ***including the assessment of a fine as specified in Chapter Four of the Bensenville Village Code or the Building Permit Fee Schedule."***

115.3 Revise as follows:

"…shall be subject to penalties as prescribed by law, ***including the assessment of a fine as specified in Chapter Four of the Bensenville Village Code or the Building Permit Fee Schedule."***

200 Chapter 2 – DEFINITIONS

202 Add new definition as follows:

"Fire Marshal the Village Manager appoints the Fire Marshal and his designees and agents."

700 Chapter 7 – FIRE-RESISTANCE-RATED CONSTRUCTION

708.1 Add new Item 9 as follows:

"Tenant separations. All tenant spaces shall be separated with tenant separation assemblies of not less than a 1-hour fire partition."

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708.3 Delete Exception 2 in its entirety.

718.6 Add the following: All wood frame construction shall fire stopping in the interstitial space between floors and between units

900 Chapter 9 – FIRE PROTECTION SYSTEMS

901.8 Add to end of Section 901.8 as follows:

…of the largest piece of equipment. ***"Heat and light requirements. All rooms or areas containing the building fire sprinkler riser(s), fire pump(s) and fire alarm control panel(s) shall be provided with approved emergency lighting, in accordance with Section 1006, and a thermostatically controlled heating system. A low temperature trouble alarm shall be installed within the pump room and shall be connected to the Village designated dispatch center."***

903.3.9 Add new Section 903.3.9 as follows:

"Hydrant water flow data used for the design of any fire sprinkler system shall be approved by the fire official and shall not be more than two (2) years old."

903.4.2 Amend as follows:

An approved audible **"and visual"** device, located on the exterior… actuate the building fire alarm system. **"An exterior rated audio/visual alarm device with a red strobe shall be installed over the fire department connection for all sprinkler and standpipe systems. In addition, a white strobe alarm device shall be installed above the key box if deemed necessary by the Fire Official. Furthermore, an additional horn/strobe device shall be installed on the exterior of all multi-family, tenant spaces buildings to identify the building in alarm from a distance, the location of which shall be determined by the Fire Official.**

903.6 Add new Section 903.6 as follows:

"Design. Sprinkler hydraulic designed systems shall be designed with a minimum difference between the sprinkler system design, including hose requirements, and the available water supply of 10% or 5 psi, whichever is greater. The system's designed demand shall be at least 5 psi below the seasonal low water flow test supply."

903.7 Add new Section 903.7 as follows:

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"Fire hydrants. Fire hydrants installed on private property shall be located and installed around the perimeter(s) of the building(s) at a maximum spacing of 300 feet. Required hydrants adjacent to a building shall be located between 40 and 100 feet from the building. All hydrant mains shall be tied into the domestic water system.

903.8 Add new Section 903.8 as follows:

"Fire flow requirements. Appendix B of the 2021 International Fire Code is hereby adopted in its entirety.

903.9 Add new Section 903.9 as follows:

"Check Valve. Provide a check valve for each sprinkler riser in a multi-riser system."

903.10 Add new Section 903.10 as follows:

"Provide a minimum 2-hour fire rated separation wall for sprinkler riser/ pump room and all related equipment. Maintain a minimum of three feet clear space around all equipment."

907.1.4 Add new Section 907.1.4 as follows:

"Addressable fire alarm system. All fire alarm systems and panels shall be of the addressable type installed in accordance with NFPA 72 and shall use UL listed or other approved equipment."

907.2 Delete section in its entirety and in lieu of, add the following:

"All new occupancies greater than 500 square feet shall be equipped with an approved manual and/or automatic fire alarm system. All fire alarm control panels or full function annunciator panels shall be installed within 10'-0" of the main entrance unless otherwise approved by the fire code official. Any change of use will require the installation of an automatic fire alarm and a sprinkler system."

907.2.1 Delete in its entirety except for Subsections 907.2.1.1 and 907.2.1.2.

907.2.2 Delete in its entirety.

907.2.3 Delete in its entirety.

907.2.4 Delete in its entirety.

907.2.5 Delete in its entirety.

907.2.7 Delete in its entirety.

907.2.8 Delete in its entirety except for Subsection 907.2.8.3.

907.2.9 Delete in its entirety.

907.2.24 Add new Section 907.2.24 as follows:

"Multi-tenant commercial buildings with Use Group M occupancies shall be "ring by tenant" activated by the fire sprinkler system flow switch or the automatic fire detection dedicated to each tenant space. Additionally, a weatherproof, clear horn/strobe device, having a minimum of seventy-five candelas, shall be installed over each tenant space entrance as directed by the fire official to identify the space in alarm."

907.9 Add the following Access control: All building with access control systems shall default to the open position upon activation of any building alarm.

912.1.1 Add new Section 912.1.1 as follows:

"All fire department inlet connections (FDC) shall be a 4" x 4" Storz fitting with cap and a 30-degree angle fitting.

1000 Chapter 10 – MEANS OF EGRESS

1100 Chapter 11 Accessibility

Chapter 11 Delete the Chapter in its entirety and insert the 2018 Illinois Accessibility Code

1500 Roof Assemblies

Section 1512.6 Add the following: When over 50% of the roof is replaced or recovered the roof in its entirety shall be replaced.

1800 Chapter 18 – FOUNDATIONS AND RETAINING WALLS

1807.1.3 Delete in its entirety.

1807.1.4 Delete in its entirety.

1809.9 Delete in its entirety.

1809.12 Delete in its entirety.

1809.13 Add the following Sheds All sheds shall be on a concrete base a minimum of four thick with a four-inch stone base As approved by the building official

1900 Concrete

1901.8 Add the following: When concrete is placed at grade with reinforcing bar. The bar shall be supported with an approved device such as a chair or standoff.

2300 Chapter 23 – WOOD

2308.5.1 Revise the table such that the maximum spacing of all wood studs is 16 inches on center.

2700 Chapter 27 – ELECTRICAL

Delete in its entirety. Electrical compliance shall be in accordance with the 2023 National Electrical Code.

2900 Chapter 29 – PLUMBING SYSTEMS

Delete in its entirety. Plumbing system compliance shall be in accordance with the 2014 Illinois Plumbing Code with local amendments as approved by the State of Illinois.

3000 Chapter 30 – ELEVATORS AND CONVEYING SYSTEMS

3001.2 Revise as follows:

"… established in Section 1612.3. ***All existing elevators and escalators shall conform to the current code adopted by the Village of Bensenville, as referenced in Title 9, Building Regulations, Chapter 1, Building Code." Elevator Code***

3100 Chapter 31 – SPECIAL CONSTRUCTION

3107.1 Revise as follows:

"Signs shall be designed, constructed and maintained in accordance with this code ***and the Bensenville Sign Ordinance. Where more restrictive in respect to location, purpose, size or height of signs, the limitations of zoning laws***

as contained in the Bensenville Sign Ordinance shall take precedence."

SECTION FOUR: Sections 9-4-1 and 9-4-2 of Title 9, Chapter 4 of the Village Code are deleted in their entirety and replaced with the following:

9-4-1: CODE ADOPTED:

The 2021 International Property Maintenance Code published by the International Code Council is hereby adopted and incorporated, in its entirety, subject to the amendments set forth in section 9-4-2 of this chapter.

9-4-2: AMENDMENTS TO THE PROPERTY MAINTENANCE CODE:

100 Chapter 1 – ADMINISTRATION

101.1 Revise as follows:

"These regulations shall be known as the International Property Maintenance Code of ***the Village of Bensenville***, hereinafter referred to as 'this code.'"

102.3 Revise as follows:

"… and provisions of the International Building Code, ***2021 Illinois*** Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, ***2014 Illinois*** Plumbing Code and 2023 NFPA 70. Nothing in this code shall be construed to cancel, modify, or set aside any provisions of the ***Village of Bensenville Zoning Code***."

102.4 Revise as follows:

"…of any structure that is dangerous, unsafe ~~and~~ ***or*** unsanitary."

102.8 Revise as follows:

"The codes and standards referenced in this code shall be those that are listed in Chapter 8, ***or adopted by the Village of Bensenville***, and considered part of the

requirements of this code to the prescribed extent of each reference.

102.8.1 Revise as follows:

Where differences occur between provisions of this code and the referenced standards, the ***more restrictive requirements*** shall apply."

109.6 Add new Section 107.7 as follows:

"Failure to comply. If the owner or owners of a private property, or the person or persons responsible for a private property, fails to comply with a Notice of Violation, and refuses to remove garbage or debris from the property, or refuses to cut grass or weeds that have grown in excess of the maximum height specified in this code, the Village of Bensenville may provide for the removal of garbage or debris, or the cutting of grass or weeds, and may collect from the owner(s) or person(s) responsible the reasonable cost thereof. The cost of such removal or cutting shall be charged against the property and shall be a lien/ debt recovery upon such property."

See 109.3

111.7 Revise as follows:

"If the structure is vacant ***and/or*** unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard on the premises and order the structure closed up…"

111.7 Revise as follows:

"Upon failure of the owner, owner's authorized agent or person responsible for complying with the notice provisions within the time given, the code official shall post on the premises or on defective equipment a placard.

111.8 Revise as follows:

Any occupied structure placarded by the code official shall be vacated as ordered by the code official…

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108 Delete section in its entirety and in lieu of, add the following:

113 Means of Appeal Delete all text and insert the following:

All initial appeals from a Contractor, Design Professional or homeowner about the proper application of a code related item shall be to the Building Official.

The Building Code Official has a maximum of 10 days to respond.

If the appellant does not agree with the Building Code Official the appellant may appeal to the Village Manager. The Village Manager has 10 days to respond.

If the appellant does not agree with the Village Manager, the appellant may appear to the Village Board.

The Village Board has a maximum of 45 days. to respond.

This procedure does not eliminate the appellant's right to appeal to a court of law.

200 Chapter 2 – DEFINITIONS

202 Add the following new definitions:

"Firewood: Combustible wood which is not painted, pressure-treated or chemically treated, not in excess of 30 inches in length, and free from screws, nails and hardware.

300 Chapter 3 – GENERAL REQUIREMENTS

302.2.1 Add new Section 302.2.1 as follows:

"Sump pump discharge. The sump pump discharge pipe(s) shall be located at a minimum of two feet beyond the foundation wall. The end of the discharge pipe shall be located at least three feet from any property line and oriented in the direction of natural surface flow. The discharge pipe shall be in such a manner as to dissipate the discharged water and not cause icing or ponding on the public right-of-way or adjacent property.

Any sump pump discharge found to be causing icing or ponding on the public right-of-way or adjacent properties shall be relocated or otherwise redirected. If

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no suitable location can be found for the sump pump discharge, the owner shall be permitted to connect the discharge to an available Village storm sewer system in accordance with Village standards. In no case shall the sump pump discharge be connected to the sanitary sewer."

302.2.2 Add new Section 302.2.2 as follows:

"Downspout discharge: the downspout discharge pipe(s) shall be located a minimum of 1 foot outside of the foundation wall, using a splash block to prevent erosion. The end of the discharge pipe shall be located at least three feet from any property line and oriented in the direction of natural surface flow. The discharge pipe shall be in such a manner as to dissipate the discharged water and not cause icing or ponding on the public right-of-way or adjacent property.

Any downspout discharge found to be causing icing or ponding on the public right-of-way or adjacent properties shall be relocated or otherwise redirected."

302.3 Revise as follows:

"…maintained free from hazardous conditions. ***All parking and driveway areas shall be paved with asphalt, concrete, or approved paver brick, shall be kept free from dirt and other litter or debris, and shall be kept in good repair. Asphalt parking lots shall be seal-coated to protect and extend the life of the asphalt, and all stalls or parking space striping and parking bumpers or stops shall likewise be maintained in a state of good repair. In addition, all fire lanes shall be properly striped Village ordinance.***

302.3.1 Add new Section 302.3.1 as follows:

"Signs for fire lanes. All fire lanes shall be properly posted in accordance with the Building Code, Zoning Code.

302.4 Revise as follows:

"All premises and exterior property shall be maintained free from weeds or plant growth more than ***8 inches***. Noxious weeds…Note definitions."

302.4.1 Add new Section 302.4.1 as follows:

"Dead or dying landscaping. All dead or dying landscaping, including trees and bushes shall be fully removed, including the stump."

302.7.1 Add new Section 302.7.1 as follows:

"Garbage enclosures. All structures enclosing garbage or trash containers shall be properly maintained, including all walls, doors, hardware, hard surface (concrete/asphalt) and screening, and shall be repaired or replaced if damaged, faded, rusted or has peeling paint."

302.10 Add new Section 302.10 as follows:

"Exterior signs. All exterior signs, including business identification, development identification, advertising, real estate, traffic, street, parking, and fire lane signs shall be properly maintained, and shall be repaired or replaced if damaged, rusted or faded."

304.3 Revise as follows:

"Buildings***, including garages fronting an alley or other right-of–way,*** shall have approved address numbers…minimum 4-inch letters in a contrasting color."

304.10 Revise as follows:

"… and capable of supporting the imposed loads. ***Additionally, no storage of any kind is permitted on stairways, and only storage which is ancillary to the use of decks, porches, and balconies (tables, chairs, etc.) are permitted to be stored thereon.***"

304.13.3 Add new Section 304.13.3 as follows:

"Window air-conditioners. All window air conditioners shall be installed in a safe and secure manner in accordance to the air-conditioning manufacturer's

installation guidelines. Window air-conditioners in multifamily buildings shall use only painted wood or metal for infill of the window opening. It shall match the building's exterior color and finish. The use of plastic, cardboard or other such materials is prohibited."

304.15.1 Add new Section 304.15.1 as follows:

"Exterior common entry doors on multifamily buildings. The exterior common entry doors of all multifamily buildings and all related hardware, including locks, closers, hinges, security plates and doorknobs/handles shall be always maintained in proper working order. Automatic closers and security plates to cover and protect the door striker are required on all such doors."

308.1 Revise as follows:

"Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage, ***including, but not limited to, building materials, construction debris, automotive parts and other miscellaneous debris. This is not intended to prohibit the storage of firewood, as defined in Section 202.0, that is neatly stacked and elevated 6 inches above grade so as not to create a rodent harborage."***

309.4 Revise as follows.

"… shall be responsible for extermination. ***When infestations are present within the inside or outside building, the building owner shall hire an exterminator, and shall have a signed contract for extermination until a time that infestations are no longer present. A copy of each extermination report from the hired exterminator shall be provided to the Village, including the final report attesting to the eradication of the infestation. Additionally, the premises shall be cleaned and sanitized of infestations after extermination."***

400 Chapter 4 – LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

600 Chapter 6 – MECHANICAL AND ELECTRICAL REQUIREMENTS

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602.3 Revise as follows:

"… shall supply heat during the period from ***October 1 to April 1*** to maintain a temperature of not less than 68 degrees F (20 degrees C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

1. When the outdoor temperature is below ***0 degrees F (-18 degrees C)***, maintenance of the minimum…"

602.4 Revise as follows:

"Indoor occupiable workspaces shall be supplied with heat during the period from ***October 1 to April 1*** to maintain a temperature of not less than 65 degrees F (18 degrees C) during the period the spaces are occupied."

604.4 Exterior light levels. The lighting line created by exterior light fixtures shall not cast any illumination past the lot line.

700 Chapter 7 – FIRE SAFETY REQUIREMENTS

SECTION FIVE: Sections 9-5-1 and 9-5-2 of Title 9, Chapter 5 of the Village Code are deleted in their entirety and replaced with the following:

9-5-1: CODE ADOPTED:

The 2023 National Electrical Code published by the National Fire Protection Association is hereby adopted and incorporated, in its entirety, subject to the amendments set forth in section 9-5-2 of this chapter.

9-5-2: AMENDMENTS TO THE ELECTRICAL CODE:

100 Chapter 1 – General

110.2 Add to the end of the Section the following:

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"All unused or abandoned electrical conduit, conductors, cables, fixtures, equipment, etc. shall be removed."

110.3(A)(1) Revise as follows:

"…may be evidenced by listing or labeling. ***Such marks, listings or labeling shall be by Underwriters Laboratories (UL) or Canadian Standards Association (CSA) only."***

110.3(C) Add new Article 110.3(C) as follows:

"Licensed Electrical Contractor. All electrical installations, alterations, repairs or other work shall be performed by a licensed electrician or licensed electrical contractor."

Exception: Electrical work performed on a single-family dwelling unit by the homeowner if said unit is the primary residence of the homeowner."

200 Chapter 2 – Wiring and Protection

210.70(A)(4) Add new Article 210.70(A)(4) as follows:

"Closets. All closets and storage areas with an area of 6.0 square feet or larger, and which are not referenced in Article 210.70(A)(3), shall be equipped with a fluorescent or recessed light fixture installed in accordance with Article 410.16."

230.43 Revise as follows:

(1) Open wiring on insulators. ***Delete in its entirety.***
(2) Type IGS cable. ***Delete in its entirety.***
6) Electrical. Change to allow only for remodeling.
(7) Service entrance cables. ***Delete in its entirety.***
(8) Wireways. ***Delete in its entirety.***
(9) Busways. ***Delete in its entirety.***
(10) Auxiliary gutters. ***Delete in its entirety.***
(12) Cable bus. ***Delete in its entirety.***
(13) Type MC-AC cable.
(14) Mineral-insulated, metal-sheathed cable. ***Delete in its entirety.***
(15) Flexible metal conduit... ***Delete in its entirety.***

(16) Liquid tight flexible nonmetallic conduit (LFNC). Is only allowed for exterior applications.
(17) High density polyethylene conduit (HDPE).
(18) Nonmetallic underground conduit with conductors (NUCC). ***Delete in its entirety.***
(19) Reinforced thermosetting resin conduit (RTRC). ***Delete in its entirety.***

230.71(A) Revise as follows:

"…shall consist of not more than one ***switch or circuit breaker. Sequence switching of multiple disconnects is not permitted.***

For the purpose of this section…"

230.72(A) ***Delete in its entirety.***

320 ***Delete in its entirety.***

330 ***Delete in its entirety.***

334 ***Delete in its entirety.***

338 ***Delete in its entirety.***

342.10(B) Revise as follows:

"IMC, elbows, couplings and fittings shall be permitted to be installed in direct contact with the earth, or in areas subject to severe corrosive influences were protected by corrosion protection and judged suitable for the condition. ***Intermediate metal conduit, elbows, couplings, and fittings shall not be permitted to be installed in concrete."***

358.12(3) Delete Condition 3 in its entirety and in lieu of, add the following:

"(3) In concrete.

362 Delete in its entirety.

382 Delete in its entirety.

388 Delete in its entirety.

394 Delete in its entirety.

398 Delete in its entirety.

400 Chapter 4 – Equipment for General Use

408.2.1.1 Revise as follows:

"…with the applicable provisions of Articles 500 through 517. ***Circuit breakers on all nonresidential panel boards and switchboards shall be of the bolt-on type."***

410.16(A) Revise as follow:

"… recessed incandescent luminaires with completely enclosed light sources."

700 Chapter 7 – Emergency Systems

760.24 Revise as follows:

"… comply with 300.4(D). ***Fire alarm cable which is permitted to run in free air shall be UL listed for such use and shall be red in color."***

SECTION SIX: Sections 9-7-1 and 9-7-2 of Title 9, Chapter 7 of the Village Code are deleted in their entirety and replaced with the following:

9-7-1: CODE ADOPTED:

The 2021 International Fire Code published by the International Code Council is hereby adopted and incorporated, in its entirety, subject to the amendments set forth in section 9-7-2 of this chapter.

9-7-2: AMENDMENTS TO THE FIRE CODE:

100 Chapter 1 – ADMINISTRATION

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101.1 Section 101.1 Title. Revise as follows:

"These regulations shall be known as the Building Code of the ***Village of Bensenville***, hereinafter referred to as 'this code.'"

111 Delete the section and insert See section 113 of the International Building Code.

200 Chapter 2 – DEFINITIONS

202 Add new definition as follows:

"Fire Marshal. The Village Manager and his designees and agents."

500 Chapter 5 – FIRE SERVICE FEATURES

507.5.1 Revise as follows:

… with the jurisdiction is more than ***"300 feet"*** from a hydrant on a fire…

900 Chapter 9 – FIRE PROTECTION SYSTEMS

901.4.6 Revise as follows:

…large enough to allow removal of the largest piece of equipment. ***"Provide both an interior and exterior access door to room with a proper landing pad at the exterior access door."***

903.4.2 Revise as follows:

"An approved ***audible/***visual device, located on the exterior of the building ***above the fire department inlet connection***, shall be connected to each automatic sprinkler… shall actuate the building fire alarm system. ***All fire department inlet connections shall be a 4X4" Storz fitting with cap.***"

903.7 Add this section:

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"Fire hydrants. Fire hydrants installed on private property shall be located and installed around the perimeter(s) of the building(s) at a maximum spacing of 300 feet. Required hydrants adjacent to a building shall be located between 40 and 100 feet from the building. All hydrant mains shall be tied into the domestic water system and shall have yard hydrants."

903.8 Add new Section 903.8 as follows:

"Fire flow requirements. Appendix B of the 2021 International Fire Code is hereby adopted in its entirety.

903.9 Add new Section 903.9 as follows:

"Check Valve. Provide a check valve for each sprinkler riser in a multi-riser system."

903.10 Add new Section 903.10 as follows:

"Provide a minimum 2-hour fire rated separation wall for sprinkle riser/ pump room and all related equipment. Maintain a minimum of three feet clear space around all equipment."

907.1.3.1 Add new Section 907.1.3.1 as follows:

"All new fire alarm systems shall be of the addressable type and shall be installed per NFPA 72 and all components shall be UL listed or otherwise approved."

907.2.2.1 Delete section in its entirety and in lieu of, add the following:

"All new occupancies greater than 500 square feet shall be equipped with an approved manual and/or automatic fire alarm system. All fire alarm control panels or full function annunciator panels shall be installed within 10'-0" of the main entrance unless otherwise approved by the fire code official. Any change of use will require the installation of an automatic fire alarm and a sprinkler system."

Delete in its entirety with the exception of Subsections 907.2.1.1 and 907.2.1.2.

907.2.7 Section 907.2.7 Group M. Revise as follows:

1. "Multi-tenant Use Groups M buildings will be "ring by tenant" activated by the fire sprinkler system flow switch for that space or automatic fire detection and shall include a weatherproof clear outside horn/strobe over the entrance to each tenant space. All outside strobes shall be 75 candelas minimum."

907.9 Add the following Access control: All buildings with access control systems shall default to the open position upon activation of any building alarm.

SECTION SEVEN: Sections 9-8-1 and 9-8-2 of Title 9, Chapter 8 of the Village Code are deleted in their entirety and replaced with the following:

9-8-1: CODE ADOPTED:

The 2021 International Fuel Gas Code published by the International Code Council is hereby adopted and incorporated, in its entirety, subject to the amendments set forth in section 9-8-2 of this chapter.

9-8-2: AMENDMENTS TO THE FUEL GAS CODE:

100 Chapter 1 – ADMINISTRATION

101.1 Section 101.1 Title. Revise as follows:

"These regulations shall be known as the Fuel Gas Code of ***the Village of Bensenville***, hereinafter referred to as 'this code.'"

101.2 Delete Exception in its entirety.

109.2 Revise as follows:

"The fees for work shall be as indicated in the Village ***of Bensenville fee schedule.***"

109.6 Delete section in its entirety.

113 Delete section in its entirety and in lieu of, add the following: See section 113 of the International Building Code.

300 Chapter 3 – GENERAL REGULATIONS

301.6 301.6 Plumbing connections. Revise as follows:

"… in accordance with the ***2014 Illinois Plumbing Code***."

309.2 Revise as follows:

"… shall conform to the ***2023 National Electrical Code*** NFPA 70."

SECTION EIGHT: Sections 9-9-1 and 9-9-2 of Title 9, Chapter 9 of the Village Code are deleted in their entirety and replaced with the following:

9-9-1: CODE ADOPTED:

The 2021 International Mechanical Code published by the International Code Council is hereby adopted and incorporated, in its entirety, subject to the amendments set forth in section 9-9-2 of this chapter.

9-9-2: AMENDMENTS TO THE MECHANICAL CODE:

100 Chapter 1 – ADMINISTRATION

101.1 Revise as follows:

"These regulations shall be known as the Mechanical Code of ***the Village of Bensenville***, hereinafter referred to as 'this code.'"

101.2 Delete Exception in its entirety.

109.2 Revise as follows:

"The fees for mechanical work shall be as indicated in the Village of Bensenville Building Permit Fee Schedule.

109.6 Delete section in its entirety.

114 Delete section in its entirety and in lieu of, add the following: See section 113 of the International Building Code.

300 Chapter 3 – GENERAL REGULATIONS

301.11 Revise as follows:

"… in accordance with the ***2014 Illinois Plumbing Code***."

SECTION NINE: Sections 9-12-1 and 9-12-2 of Title 9, Chapter 12 of the Village Code are added as follows:

9-12-1: CODE ADOPTED:

The 2021 Swimming Pool and Spa Code published by the International Code Council is hereby adopted and incorporated, in its entirety, subject to the amendments set forth in section 9-12-2 of this chapter.

9-12-2: AMENDMENTS TO THE SWIMMING POOL AND SPA CODE:

100 Chapter 1 – ADMINISTRATION

101.1 Section 101.1 Title. Revise as follows:

"These regulations shall be known as the Swimming Pool and Spa Code of ***the Village of Bensenville***, hereinafter referred to as 'this code.'"

108.2 Revise as follows:

"The fees for work shall be as indicated in the ***Village of Bensenville fee schedule.***"

108.6 Delete section in its entirety.

111 Delete section in its entirety and in lieu of, add the following: See section 113 of the International Building Code.

300 Chapter 3 – GENERAL REGULATIONS

302.1 Revise as follows:

"… shall be in accordance with ***2023 National Electrical Code*** NFPA 70."

302.2 Revise as follows:

"… shall comply with the ***2014 Illinois Plumbing Code***."

302.5 Revise as follows:

"… in accordance with the ***2014 Illinois Plumbing Code*** or the International Residential…"

302.6 Revise as follows:

"… in accordance with the ***2014 Illinois Plumbing Code*** or the International Residential…"

318.2 Revise as follows:

"… and the International Residential Code or the ***2014 Illinois Plumbing Code***, as applicable in accordance with Section 102.7.1."

321.2.1 Revise as follows:

"… in accordance with ***2023 National Electrical Code*** NFPA 70."

321.4 Revise as follows:

"… in accordance with ***2023 National Electrical Code*** NFPA 70 or the International..."

400 Chapter 4 – Public Swimming Pools

410.1 Revise as follows:

"… as required by the International Building Code and ***2014 Illinois Plumbing Code***."

SECTION TEN : Sections 10-12-1 and 10-12-2 of Title 9, Chapter 12 of the Village Code are added as follows:

10-12-1: CODE ADOPTED:

The 2021 Existing Building Code published by the International Code Council is hereby adopted and incorporated, in its entirety, subject to the amendments set forth in section 10-12-2 of this chapter.

10-12-2: AMENDMENTS TO THE EXISTING BUILDING CODE:

100 Chapter 1 – ADMINISTRATION

101.1 Section 101.1 Title. Revise as follows:

"These regulations shall be known as the Existing Building Code of ***the Village of Bensenville***, hereinafter referred to as 'this code.'"

108.1 Revise as follows:

"The fees for work shall be as indicated in the ***Village of Bensenville fee schedule.***"

105.6.3 Delete section in its entirety.

107.3 Delete section in its entirety.

112 Delete section in its entirety and in lieu of, add the following: See section 113 of the International Building Code.

1301.5 Chapter 13 – Performance Compliance Method

1301.5.4 Add the following: All local amendments shall be following regardless of the outcome of the evaluation.

Chapter 16 Referenced Standards Delete all references to the International Pluming Code and insert the ***2014 Illinois Plumbing Code***."

SECTION ELEVEN: This Ordinance shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this --___day of October,----.

APPROVED:

_____
Village President

ATTEST:

_____
Village Clerk

Ayes: _____

Nays: _____

Absent:_____

DRAFT

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	K. Pozsgay	CED	03.14.23

DESCRIPTION:
Consideration of a Resolution Approving the Adoption of the 2024 Village of Bensenville Zoning Map

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	Financially Sound Village	X	Enrich the lives of Residents
X	Quality Customer Oriented Services	X	Major Business/Corporate Center
X	Safe and Beautiful Village	X	Vibrant Major Corridors

COMMITTEE ACTION:	DATE:
COW	03/19/24

BACKGROUND:

1. Pursuant of the Illinois Municipal Code, 65ILCS 5/11-13-19, the Village must adopt any amendments made to the Zoning District Map on an annual basis.
2. The 2024 Zoning map did not require any material changes, as no rezoning or annexation actions were completed in 2023.

KEY ISSUES:
State Statute requires the Village to approve a Resolution adopting the zoning map each year.

ALTERNATIVES:
Discretion of the Committee.

RECOMMENDATION:
Staff respectfully recommends the Approval of the Resolution adopting the 2024 Zoning Map.

BUDGET IMPACT:
N/A

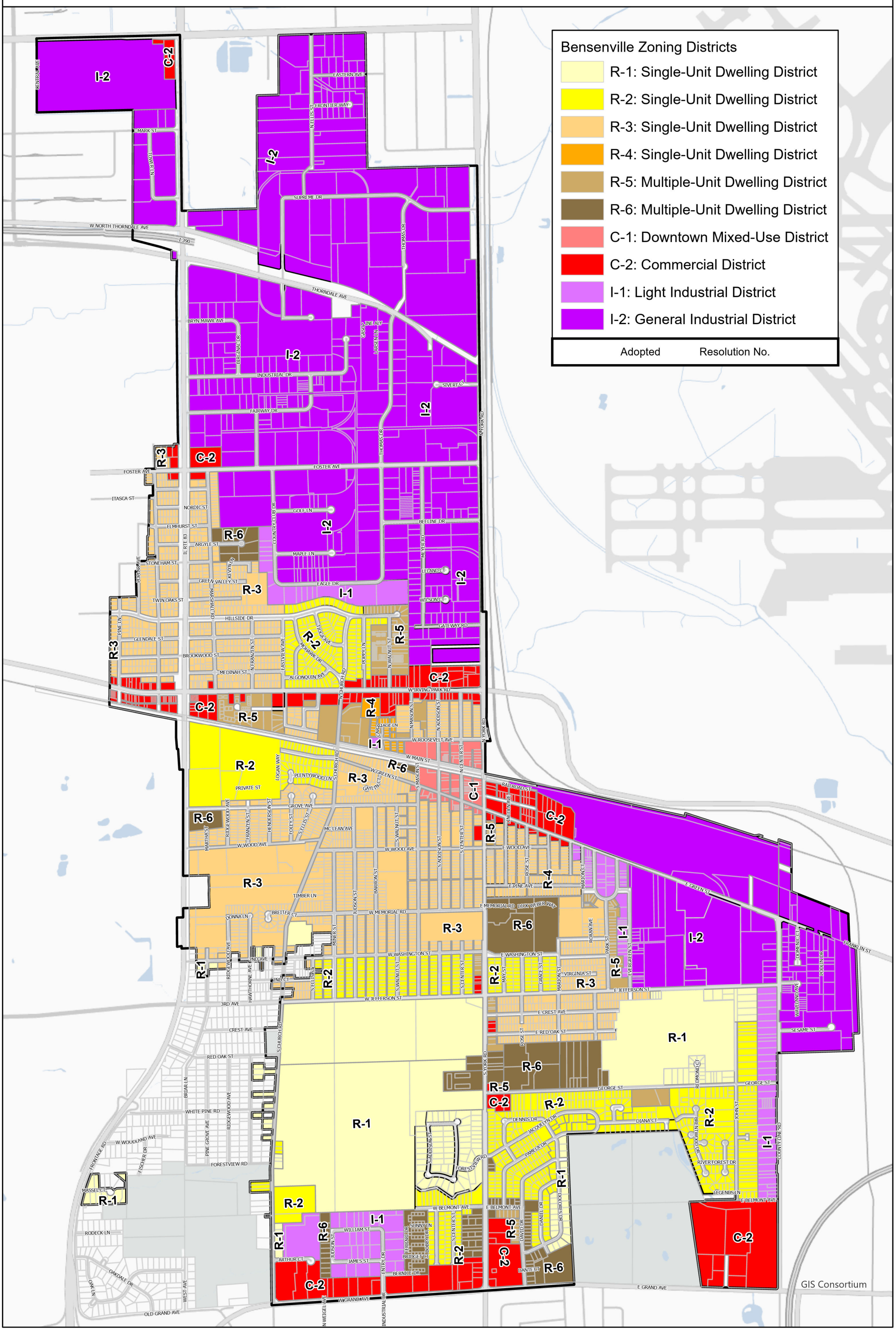
ACTION REQUIRED:
Approval of the Resolution adopting the 2024 Zoning Map.

ATTACHMENTS:

Description	Upload Date	Type
2024 Zoning Map	3/13/2024	Backup Material
Draft Resolution	3/13/2024	Resolution Letter

Village of Bensenville

2024 Zoning Map



RESOLUTION NO. _____

A RESOLUTION ADOPTING AMENDMENTS TO THE OFFICIAL ZONING DISTRICT MAP FOR THE VILLAGE OF BENSENVILLE

WHEREAS, the Village of Bensenville is a body politic and corporate, organized and existing pursuant of the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq*.; and

WHEREAS, the Village of Bensenville is authorized and empowered, under the Municipal Code and the Code of Ordinances of the Village of Bensenville, to regulate properties located within the municipal boundaries of the Village; and

WHEREAS, in furtherance of this authorization, the Village of Bensenville has adopted an official Zoning District Map, setting forth the zoning of all properties within the Village; and

WHEREAS, pursuant of the Illinois Municipal Code, 65ILCS 5/11-13-19, the Village must adopt any amendments made to the Zoning District Map on an annual basis.

WHEREAS, the President and Board of Village Trustees have reviewed the amended Zoning District Map, attached hereto as Exhibit "A," and determined that it should be adopted and published as presented.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois, duly assembled at a regular meeting, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: That, pursuant to the Municipal Code, 65 ILCS 5/11-13-19, the official Zoning District Map of the Village of Bensenville, dated, as attached hereto as Exhibit "A," be and is hereby adopted, and shall be made available to the public through the official of the Village Clerk and the Community and Economic Development Department.

SECTION THREE: All other ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are, to the extent of such conflict, expressly repealed.

<u>SECTION FOUR</u>: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this _____ day of March 2024.

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Sharon Guest	Finance	March 19, 2024

DESCRIPTION:

Consideration of an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Section 8-7-7 of Chapter Seven of Title Eight of the Bensenville Village Code with Regard to Water and Sewer Rates

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

x	*Financially Sound Village*		*Enrich the lives of Residents*
	Quality Customer Oriented Services		*Major Business/Corporate Center*
	Safe and Beautiful Village		*Vibrant Major Corridors*

COMMITTEE ACTION:	DATE:
COW	March 19, 2024

BACKGROUND:

The Village owns and operates Water and Sewer System. The last water rate increase was approved by the Board as of November 1, 2022 rates were not increased in 2023.
DuPage Water Commission Tentative budget has increased the water rates 3.4% effective May 1, 2024.

KEY ISSUES:

Staff is recommending that rates be increased by 3.4%, which result in the rates presented on the draft Ordinance attached to this agenda item.

Based upon the average use of an incorporated residence, each residence would see an average monthly increase in cost of $3.10

3.4% Rate Increase for Residential Customer with 5/8 inch Meter

	# Customers	Average/Maximum Usage	Current Charge	Additional Monthly Charge at 3.4%	Annual Increase Amount
Average for Customer Under 10000	2812	4435	90.92	3.10	37.20
Maximum for Customer Under 5000	1843	5000	102.50	3.49	41.88
Maximum for Customer Between 5000 and 10000	969	10000	205.00	6.97	83.64
Average for Customer Over 10000	164	13483	289.95	9.86	118.32

A table showing the effect that the rates would have on varying residential customers based upon use is below. The table shows that an average residential customer using approximately 4,435 gallons per billing cycle would see an increase in their bill of about $3.10, resulting in an annual increase of $37.20.

ALTERNATIVES:
Discretion of the Committee.

RECOMMENDATION:
Staff recommends the approval of an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Section 8-7-7 of Chapter Seven of Title Eight of the Bensenville Village Code with Regard to Water and Sewer Rates.

BUDGET IMPACT:
With the new rates in place, it will reduce the impact of the increased rates from the DuPage Water Commission starting May 1, 2024.

ACTION REQUIRED:
Approval of an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Section 8-7-7 of Chapter Seven of Title Eight of the Bensenville Village Code with Regard to Water and Sewer Rates.

ATTACHMENTS:

Description	Upload Date	Type
Water Sewer Rate Ordinance 2024	2/29/2024	Cover Memo

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS AMENDING SECTION 8-7-7 OF CHAPTER SEVEN OF TITLE EIGHT OF THE BENSENVILLE VILLAGE CODE WITH REGARD TO WATER AND SEWER RATES

WHEREAS, the Village of Bensenville, DuPage and Cook Counties, Illinois (the "Village") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, the Village of Bensenville (the "*Village*") owns and operates sewerage and waterworks facilities (the "*System*") within and outside the municipal boundaries of the Village; and

WHEREAS, the Illinois Municipal Code further authorizes the Village to charge for the maintenance, use and operation of the System and to establish rates for that purpose; and

WHEREAS, the Village has carefully considered the operation, condition and maintenance of the System and the revenues and expenses associated therewith.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois, as follows:

SECTION 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made part of hereof, as if fully set forth in their entirety.

SECTION 2: The Corporate Authorities find and determine that it is necessary and desirable to amend the Bensenville Village Code for the purpose set forth herein and that the adoption of this ordinance is in the best interests of the Village.

SECTION 3: Section 8-7-7 ("Rates") of Chapter Seven ("Water and Sewer Service regulations") of title 8 ("Public Ways and Property") of the Bensenville Village Code, is hereby amended to revise rates within Section 8-7-7 as follows:

SECTION 8-7-7: RATES

A. Within the Corporate Limits: Effective May 1, 2024:

Within the Corporate Limit of the Village of Bensenville							
	Meter Size						
	5/8 Inch or 3/4 Inch	1 Inch	1.5 Inch	2 Inch	3 Inch	4 Inch	6 Inch
Water Charge							
First 10,000 gallons per month (per 1000 gallons)	$11.47	$11.47	$11.47	$11.47	$11.47	$11.47	$11.47
Above 10,000 gallons per month (per 1000 gallons)	$13.75	$13.75	$13.75	$13.75	$13.75	$13.75	$13.75
Sewer Charge							
First 10,000 gallons per month (per 1000 gallons)	$9.73	$9.73	$9.73	$9.73	$9.73	$9.73	$9.73
Above 10,000 gallons per month (per 1000 gallons)	$11.47	$11.47	$11.47	$11.47	$11.47	$11.47	$11.47
Non Metered Account - Fixed Sewer Fee	$87.59	$87.59	$87.59	$87.59	$87.59	$87.59	$87.59
Fixed Service Charge	$11.47	$33.39	$68.77	$114.63	$206.35	$343.90	$687.80
Senior Discount per month	$4.59	$4.59	$4.59	$4.59	$4.59	$4.59	$4.59
Industrial Pretreatment							
First 1,000 Gallons per month	$9.54	$9.54	$9.54	$9.54	$9.54	$9.54	$9.54
Above 1,000 gallons per month	$1.47	$1.47	$1.47	$1.47	$1.47	$1.47	$1.47

B. Outside Corporate Limits: Effective May 1, 2024, one hundred fifty percent (150%) of the incorporated rates:

Outside the Corporate Limit of the Village of Bensenville							
	Meter Size						
	5/8 Inch or 3/4 Inch	1 Inch	1.5 Inch	2 Inch	3 Inch	4 Inch	6 Inch
Water Charge							
First 10,000 gallons per month (per 1000 gallons)	$17.20	$17.20	$17.20	$17.20	$17.20	$17.20	$17.20
Above 10,000 gallons per month (per 1000 gallons)	$20.64	$20.64	$20.64	$20.64	$20.64	$20.64	$20.64
Sewer Charge							
First 10,000 gallons per month (per 1000 gallons)	$14.59	$14.59	$14.59	$14.59	$14.59	$14.59	$14.59
Above 10,000 gallons per month (per 1000 gallons)	$17.20	$17.20	$17.20	$17.20	$17.20	$17.20	$17.20
Non Metered Account - Fixed Sewer Fee	$131.38	$131.38	$131.38	$131.38	$131.38	$131.38	$131.38
Fixed Service Charge	$17.20	$51.59	$103.17	$171.94	$309.52	$515.84	$1031.70
Industrial Pretreatment							
First 1,000 Gallons per month	$14.31	$14.31	$14.31	$14.31	$14.31	$14.31	$14.31
Above 1,000 gallons per month	$2.20	$2.20	$2.20	$2.20	$2.20	$2.20	$2.20

SECTION 4: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of the Ordinance.

SECTION 5: All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect:

i. Upon its passage, approval and publication as provided by law; and
ii. Shall apply to all service charges on or after May 1, 2024.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 26 day of March, 2024, pursuant to a roll call as follows:

Approved,

_____
Frank DeSimone, Village President

ATTEST :

_____
Nancy Quinn
Village Clerk

AYES : _____

NAYS: _____

ABSENT: _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Corey Williamsen	Village Clerk's Office	March 19, 2024

DESCRIPTION:
Consideration of an Ordinance Creating Section 28 of Chapter Two of Title Five of the Bensenville Village Code to Regulate Permit Parking on Main Street

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

	Financially Sound Village	X	*Enrich the lives of Residents*
X	*Quality Customer Oriented Services*		*Major Business/Corporate Center*
X	*Safe and Beautiful Village*		*Vibrant Major Corridors*

COMMITTEE ACTION:	DATE:
N/A	N/A

BACKGROUND:
The Village does not permit overnight parking on Village Streets between the hours of 2:00am - 6:00am.

At the February 13, 2024 Village Board Meeting; a Resident of Heritage Square addressed the Village Board with not enough parking on her property. She stated she has been parking along Main Street since 2020 without any issues and recently received a ticket from the Bensenville Police Department.

KEY ISSUES:
Village Staff drafted the attached Ordinance that will establish a parking permit for Main Street. The parameters of the permit are as follows:

- Permits will be issued quarterly for one hundred dollars ($100.00). The quarterly permit fee shall be prorated only in the following limited circumstances and amounts:
- Permits issued after the first day of the second month of the quarter will be issued for the remainder of the quarter for sixty dollars ($60.00)
- Permits issued after the first day of the third month of the quarter will be issued for the remainder of the quarter for forty dollars ($40.00).
- Daily permits are not allowed
- No transfers of permits shall be allowed except to a substitute owned vehicle by the same owner; no refunds of permit fees shall be issued
- Permits must be conspicuously displayed in the rear window
- No commercial, recreational vehicles or boats shall be issued a permit.
- Parking shall be “head in” parking (no “back in” parking) and within stripped parking spaces.
- No repairs, oil changes, or other maintenance shall be permitted.
- Permits will only be issued to residents of Heritage Square and Parkview Apartments.

- Permits are to be issued to residents of the Village of Bensenville only. Proof of residency by driver's license and vehicle registration will be required upon purchase.
- Vehicles seeking a permit must have a valid vehicle sticker from the Village of Bensenville.

ALTERNATIVES:
Discretion of the Committee.

RECOMMENDATION:
Staff recommends the approval of the proposed Ordinance Creating Section 28 of Chapter Two of Title Five of the Bensenville Village Code to Regulate Permit Parking on Main Street.

BUDGET IMPACT:
Net revenue to the Village for each issued permit.

ACTION REQUIRED:
Approval of the Ordinance Creating Section 28 of Chapter Two of Title Five of the Bensenville Village Code to Regulate Permit Parking on Main Street.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	3/13/2024	Cover Memo

ORDINANCE NUMBER _____

AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS CREATING SECTION 28 OF CHAPTER TWO OF TITLE FIVE OF THE BENSENVILLE VILLAGE CODE TO REGULATE PERMIT PARKING ON MAIN STREET

WHEREAS, the Village of Bensenville, DuPage and Cook Counties, Illinois (the *"Village"*) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Village President and Board of Trustees of the Village of Bensenville (the "*Corporate Authorities*") have the power and authority to amend the Bensenville Village Code as deemed necessary and advisable to protect the health, safety, and welfare of the residents of the Village; and

WHEREAS, the Corporate Authorities find that it is in the best interest of the health, safety, and welfare of the residents of the Village to provide for the regulations herein specified.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Corporate Authorities find and determine that it is necessary and desirable to amend the Bensenville Village Code for the purpose set forth herein and that the adoption of this Ordinance is in the best interests of the Village.

Section 3. Section 5-2-28 created with the following language, as follows:

5-2-28: MAIN STREET PARKING AREA:

The following regulations shall govern the use of Main Street Parking Area on Main Street adjacent to Heritage Square:

A. Permits: Parking by permit only, which may be purchased at Village Hall.

1. Permits will be issued quarterly for one hundred dollars ($100.00). The quarterly permit fee shall be prorated only in the following limited circumstances and amounts:

    a. Permits issued after the first day of the second month of the quarter will be issued for the remainder of the quarter for sixty dollars ($60.00).

    b. Permits issued after the first day of the third month of the quarter will be issued for the remainder of the quarter for forty dollars ($40.00).

2. Daily permits are not allowed.

3. No transfers of permits shall be allowed except to a substitute owned vehicle by the same owner; no refunds of permit fees shall be issued.

4. Permits must be conspicuously displayed in the rear window.

5. No commercial, recreational vehicles or boats shall be issued a permit.

6. Parking shall be “head in” parking (no “back in” parking) and within stripped parking spaces.

7. No repairs, oil changes, or other maintenance shall be permitted.

8. Permits will only be issued to residents of Heritage Square and Parkview Apartments.

9. Permits are to be issued to residents of the Village of Bensenville only. Proof of residency by driver’s license and vehicle registration will be required upon purchase.

10. Vehicles seeking a permit must have a valid vehicle sticker from the Village of Bensenville.

B. Penalty: A violations of subsections A1 through A9 of this section shall subject vehicles to be issued a citation. Said citation may be compromised and settled for forty dollars ($40.00).

Other violations shall be penalties as provided in section 5-1-8 of this title.

Section 4. This Ordinance, and its parts, are declared to be severable and any section, paragraph, clause, provision, or portion of this Ordinance that is declared invalid shall not affect the validity of any other provision of this Ordinance, which shall remain in full force and effect.

Section 5. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 26th day of March 2024, pursuant to a roll call vote, as follows:

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Daniel Schulze	Police	March 19, 2024

DESCRIPTION:

Consideration of a Resolution Authorizing the Donation of Unclaimed Personal Property (Bicycles) Currently in the Custody of the Bensenville Police Department to Bensenville School District No. 2

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	*Financially Sound Village*	X	*Enrich the lives of Residents*
	Quality Customer Oriented Services		*Major Business/Corporate Center*
X	*Safe and Beautiful Village*		*Vibrant Major Corridors*

COMMITTEE ACTION:	DATE:
COW	03/19/24

BACKGROUND:

The Police Department is in possession of 29 bikes that have not been claimed by their owners during the statutory time period of 6 months from the time of their recovery or eligibility for release. The bikes have been stored in a fenced in area at the Police Station 345 E Green St. In the past, the unclaimed bikes have been auctioned; however, the personnel costs for conducting an auction usually exceed the proceeds from the auction. The bikes will be donated to School District 2 and used to transport children who do not qualify for bus service to and from school.

KEY ISSUES:

The Village Police Department is in possession of 29 bicycles that have not been claimed after the statutory time period which is six months. Therefore, the Police Department will donate the inventory of unclaimed bicycles to Bensenville School District No. 2.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends the donation of the unclaimed bicycles as an efficient method of disposing of the property and provides a benefit to underprivileged individuals.

BUDGET IMPACT:

No significant impact but estimated to be a less costly method of disposing of the bicycles.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Donation of Unclaimed Personal Property (Bicycles) Currently in the Custody of the Bensenville Police Department to Bensenville School District No. 2.

ATTACHMENTS:

Description	Upload Date	Type
Resolution to Donate Unclaimed Bicycles to BSD2 - 2024	3/13/2024	Resolution Letter

RESOLUTION NO_____

RESOLUTION AUTHORIZING THE DONATION OF UNCLAIMED PERSONAL PROPERTY IN THE CUSTODY OF THE VILLAGE OF BENSENVILLE TO BENSENVILLE SCHOOL DISTRICT 2

WHEREAS, in the opinion of at least a simple majority of the corporate authorities of the Village of Bensenville, it is no longer necessary or useful or for the best interests of the Village of Bensenville to retain possession of the personal property hereinafter described; and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Bensenville to donate said personal property to Bensenville School District 2.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, Counties of Du Page and Cook, Illinois, as follows:

SECTION ONE: Pursuant to 765 ILCS 1030/3, the President and Board of Trustees of the Village of Bensenville find that the following described personal property now possessed by the Village of Bensenville is no longer necessary or useful to the Village of Bensenville and the best interests of the Village of Bensenville will be served by its donation.

:

Case number	Make	Model	Color	Serial Number
BV16-02676	Huffy	Exertech	Black	91981HUFFY26261
BV17-09479	Magna	Transition	Silver	Unknown
BV17-13122	Mongoose	Mountian	Pink	Unknown
BV18-00087	Roadmaster	Granite Park	Blue	Unknown
BV18-05481	Magna	Outreach	Red/Gray	DJHE056037

BV18-09259	Next Power	X-18	Black/Green	Unknown
BV18-09603	Unknown	Unknown	Black/Orange	SNHBC11A2978120
BEPC2000107	Roadmaster	Granite Peak	Black	R4046WME
BEPC2000429	Huffy	Lion Guard	Orange/Silver	SNHT016A432769
BEPC2000529	Huffy	Rival	Silver/Purple	Unknown
BEPC2000716	Schwin	Unknown	Black	Unknown
BEPC2001034	Next Power	Wipe-Out	Black/Blue	Unknown
BEPC2100169	Trek	Mountian	Red/Black	TB415C42FB970
BEPC2100172	Huffy	Freestyle	Orange/Black	SNH1017E27731
BEPC2100247	Genisis	GX7	Grey	GS120209054
BEPC2100572	Toys R Us	Kids	Black	Unknown
BEPC2100613	Rhino	Amplifier	Red/Black	69351185
BEPC2100858	Kent	Chaos	Black/Orange	Unknown
BEPC2100953	Roadmaster	Partial	Purple	R3563WMOT
BEPC2200954	Mongoose	Excursion	Black	SNFSD18FA3058
BEPC2200554	Unknown	Unknown	Black/Yellow	Unknown
BEPC2200608	Schwin	Ranger	Red	Unknown
BEPC2200921	Unknown	Unknown	Chrome	Unknown
BEPC2300579	Huffy	Arlington	Tan	Unknown
BEPC2300812	Mongoose	BMX	Black	Unknown
BEPC2301028	Nishiki	Pueblo	Red	ACA111203829
BEPC2400005	Schwin	Ascension	Black	Unknown
BEPC2400166	Roadmaster	Silverado Pass	Blue	RMC24361242
BEPC2400193	Kent	Ambush	Black/White	GS42062WMA

SECTION TWO: Pursuant to said 765 ILCS 1030/3, the Chief of Police is hereby authorized and directed to donate the aforementioned personal property now possessed by the Village of Bensenville to Bensenville School District 2.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this _____ day of _____ 2024.

APPROVED

_____
Frank DeSimone, Village President

ATTEST: _____
Nancy Quinn, Village Clerk

Ayes:_____

Nays: _____

Absent: _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Brad Hargett	Public Works	March 19, 2024

DESCRIPTION:

Consideration of a Resolution Authorizing the Execution of a Purchase Order with Kara Company, Inc. of Countryside, IL for Field Survey Equipment in the Not-to-Exceed Amount of $24,985.07

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	***Financially Sound Village***	X	***Enrich the lives of Residents***
X	***Quality Customer Oriented Services***		***Major Business/Corporate Center***
	Safe and Beautiful Village		***Vibrant Major Corridors***

COMMITTEE ACTION:	DATE:
Committee of the Whole	March 19, 2024

BACKGROUND:

The Village has identified the need to perform in-house field surveys for use in preparing in-house engineering plans and assist with inventory of public work assets. The Village has started preparing in-house engineering plans with recently expanded engineering staff. The equipment the Village staff is requesting to purchase is a robotic total station, GPS GNSS receiver, data collector with accessories. In the past the Village retained an engineering firm for field survey data collection. Performing this with in-house staff and equipment will be more cost effective with a possible rate of return on the equipment in a couple of years.

KEY ISSUES:

Staff solicited and received quotes for both new and used survey equipment from Kara Company of Countryside, Seiler Geospatial of Itasca, and Midwest Measurement of Lincoln, Nebraska. A summary of the quotes is included below.

Vendor	Survey Equipment	Total Cost
Kara Company, Inc.	**Used Leica TS12 Robotic Total Station, New Leica GS07 GPS Unit, Used Leica CS20 Data Collector with Accessories**	**$24,985.07**
Kara Company, Inc.	New Leica TS16 Robotic Total Station, New Leica GS07 GPS Unit, New Leica CS20 Data Collector with Accessories	$40,142.07
Midwest Measurement	New Carlson CRX5" Robotic Total Station, New Carlson BRX7 GPS Unit, New Carlson RT4 Data Collector with Accessories	$40,741.00
Seiler Geospatial	New Spectra Focus 50 Robotic Total Station, New Spectra SP85 GPS Unit, New Trimble TS05 Data Collector with Accessories	$41,106.28

Kara Company of Countryside, IL submitted and lowest pricing for the survey equipment that best suits the Village's needs in the amount of $24.987.07.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of a Resolution Authorizing the Execution of a Purchase Order with Kara Company, Inc. of Countryside, IL for field survey equipment in the Not-to-Exceed Amount of $24,985.07.

BUDGET IMPACT:

In FY2024, $25,000 has been budgeted for the purchase and maintenance of survey equipment in account #11050100-55110.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Purchase Order with Kara Company, Inc. of Countryside, IL for field survey equipment in the Not-to-Exceed Amount of $24,985.07.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/26/2024	Resolution Letter
Kara Quote #1	2/26/2024	Backup Material
Kara Quote #2	2/26/2024	Backup Material
Midwest Quote	2/26/2024	Backup Material
Seiler Quote	2/26/2024	Backup Material

RESOLUTION NO.

AUTHORIZING THE PURCHASE ORDER WITH KARA COMPANY, INC. OF COUNTRYSIDE, IL FOR FIELD SURVEY EQUIPMENT IN THE NOT-TO-EXCEED AMOUNT OF $24,987.07

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "VIILAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq.: and

WHEREAS, the VILLAGE is empowered to make all agreements, contracts and engagements and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS the Village has identified the need to perform in-house field surveys for use in preparing in-house engineering plans and assist with inventory of public work assets; and

WHEREAS Staff has identified the need to purchase survey equipment that includes a robotic total station, GPS GNSS receiver, data collector with accessories; and

WHEREAS Staff solicited and has received proposals from three difference vendors for both new and used equipment: and

WHEREAS Kara Company, Inc. of Countryside, IL submitted the lowest pricing for the survey equipment that best suits the Village's needs in the amount of $24,987.07: and

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

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village President and Board of Trustees authorizes and approves the purchase of the survey equipment with Kara Company, Inc. of Countryside, IL in the Not-to-Exceed Amount of $24,987.07.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 26, 2024.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

5255 Dansher Rd
Countryside, IL 60525
Phone: 708-482-8888 Fax: 708-482-7171
www.karaco.com

QUOTED-TO:

VILLAGE OF BENSENVILLE
717 E. JEFFERSON ST.
BENSENVILLE, IL 60106

QUOTATION

Sales Quote No: 29806
Sales Quote Date: 02/22/24
Page:1

Qty.	Item No.	Vendor Item	Unit	Total
	USED LEICA TS12P ROBOTIC SETUP W NEW GS07			
	*** TOTAL STATION***			
1	31-3937 TS12P. 5" R400, TOTAL STATIONW/ POWERSEARCH	791305	8,500.00	8,500.00
2	31-6125 GEB222 LITHIUM ION BATTERY7.4V/6AH TS BATTERY	793973	365.00	730.00
3	31-6219 USED GKL311 SINGLE CHARGERPROF 3000	799185	244.00	732.00
1	31-6535 GDF321 TRIBRACH WITHOUTOPTICAL PLUMMET	777508	0.00	
1	31-1040-BT USED RH16, RADIO HANDLE WITH INTEGRATED BT MODULE AND ANTENNA	788853	1,000.00	1,000.00
	CONTROLLER			
1	31-4045-1 USED CS20 3.75G FIELD CONTROLLER	823165	3,500.00	3,500.00
1	31-4025-K CS20 - CAPTIVATE MEASURE AND STAKE WITH LINE	1421	0.00	
2	31-1715 GHT63 CLAMP ARRANGEMENT FOR GHT62 HOLDER TO ALL POLES	767880	175.00	350.00
1	31-4017 USED GHT66 HOLDER PLATE FOR CS20 CONTROLLER	807157	105.00	105.00
2	31-1247 GEB334 BATTERY INT LI-ION10.8V/3450MAH	954518	265.00	530.00

Thank you for the opportunity to submit this quotation!

QUOTATION GOOD FOR 30 DAYS FROM SALES QUOTE DATE

QUOTATION TOTAL

5255 Dansher Rd
Countryside, IL 60525
Phone: 708-482-8888 Fax: 708-482-7171
www.karaco.com

QUOTED-TO:

VILLAGE OF BENSENVILLE
717 E. JEFFERSON ST.
BENSENVILLE, IL 60106

QUOTATION

Sales Quote No: 29806
Sales Quote Date: 02/22/24

Qty.	Item No.	Vendor Item	Unit	Total
	ACCESSORIES			
1	31-1561 USED GVP753 GNSS ROVER CONTAINER	980902	144.00	144.00
1	35-6629 SECO ALUM. ROBOTIC PRISMPOLE 8.5FT (ROBO POLE)	5512-14-FOR-GT	230.23	230.23
1	35-1004 USED GRZ4 360 REFLECTOR	639985	852.00	852.00
1	39-1117D TRIPOD NEDO PLAST. COATED WOOD DUAL CLAMP HEAVY DUTY 40"-66"	200534-185	320.85	320.85
1	35-6758 5125-20-FLY ROVER ROD, SNAP LOCK GT<2m>ALUM.	5125-20-FLY-GT	180.99	180.99
	*** GPS ***			
1	31-1526 NEW LEICA GS07 SMART ANTENNA	869374	7,800.00	7,800.00
1	31-1526-1S LOP 74, GS07 GLONASS OPTION	869410	780.00	780.00
1	31-1526-2S LOP 75, GS07 GALILEO OPTION	869412	780.00	780.00
2	31-6122 GEB212 LITHIUM ION BATTERY7.4V 2.6AH CHARGEABLE	772806	225.00	450.00
-1	DISCOUNT	PREFERRED CUSTOMER DISCOUNT W IPLSA SHOW DISCOUNT	2,000.00	-2,000.00

Thank you for the opportunity to submit this quotation!

Customer ID VIBE
Salesperson JON PESEK
Terms NET 30

QUOTATION GOOD FOR 30 DAYS FROM SALES QUOTE DATE

QUOTATION TOTAL

Subtotal: 24,985.07
Sales Tax: 0.00
Total: 24,985.07

5255 Dansher Rd
Countryside, IL 60525
Phone: 708-482-8888 Fax: 708-482-7171
www.karaco.com

QUOTED-TO:

VILLAGE OF BENSENVILLE
717 E. JEFFERSON ST.
BENSENVILLE, IL 60106

QUOTATION

Sales Quote No: 29809
Sales Quote Date: 02/23/24
Page:1

Qty.	Item No.	Vendor Item	Unit	Total
	--- NEW TS16P ROBOTIC SETUP W NEW GS07 ---			
	*** TOTAL STATION***			
1	31-4025-5 TS16 P 5" R500 TS W/PS	917449	25,400.00	25,400.00
2	31-6125 GEB222 LITHIUM ION BATTERY7.4V/6AH TS BATTERY	793973	365.00	730.00
1	31-6219 GKL311 SINGLE CHARGERPROF 3000	799185	305.00	305.00
1	31-6535 GDF321 TRIBRACH WITHOUTOPTICAL PLUMMET	777508	400.00	400.00
1	31-1049 RH17, BLUETOOTH RADIO HANDLE	818467	1,600.00	1,600.00
	CONTROLLER			
1	31-0116 CS20 LTE FIELD CONTROLLER	971178	5,400.00	5,400.00
1	31-4025-K CS20 - CAPTIVATE MEASURE AND STAKE WITH LINE	1421	1,995.00	1,995.00
2	31-1715 GHT63 CLAMP ARRANGEMENT FOR GHT62 HOLDER TO ALL POLES	767880	175.00	350.00
1	31-4017 GHT66 HOLDER PLATE FOR CS20 CONTROLLER	807157	140.00	140.00
2	31-1247 GEB334 BATTERY INT LI-ION10.8V/3450MAH	954518	265.00	530.00

Thank you for the opportunity to submit this quotation!

QUOTATION GOOD FOR 30 DAYS FROM SALES QUOTE DATE

QUOTATION TOTAL

5255 Dansher Rd
Countryside, IL 60525
Phone: 708-482-8888 Fax: 708-482-7171
www.karaco.com

QUOTED-TO:

VILLAGE OF BENSENVILLE
717 E. JEFFERSON ST.
BENSENVILLE, IL 60106

QUOTATION

Sales Quote No: 29809
Sales Quote Date: 02/23/24

Qty.	Item No.	Vendor Item	Unit	Total
	ACCESSORIES			
1	31-1561 GVP753 GNSS ROVER CONTAINER	980902	180.00	180.00
1	35-6629 SECO ALUM. ROBOTIC PRISMPOLE 8.5FT (ROBO POLE)	5512-14-FOR-GT	230.23	230.23
1	35-1004 GRZ4 360 REFLECTOR	639985	1,420.00	1,420.00
1	39-1117D TRIPOD NEDO PLAST. COATED WOOD DUAL CLAMP HEAVY DUTY 40"-66"	200534-185	320.85	320.85
1	35-6758 5125-20-FLY ROVER ROD, SNAP LOCK GT<2m>ALUM.	5125-20-FLY-GT	180.99	180.99
1	31-6218S GKL341 CHARGER PROF 5000	799187	1,150.00	1,150.00
	*** GPS ***			
1	31-1526 LEICA GS07 SMART ANTENNA	869374	7,800.00	7,800.00
1	31-1526-1S LOP 74, GS07 GLONASS OPTION	869410	780.00	780.00
1	31-1526-2S LOP 75, GS07 GALILEO OPTION	869412	780.00	780.00
2	31-6122 GEB212 LITHIUM ION BATTERY7.4V 2.6AH CHARGEABLE	772806	225.00	450.00
-1	DISCOUNT	IPLSA SHOW DISCOUNT VALID THROUGH MARCH 8TH	10,000.00	-10,000.00

Thank you for the opportunity to submit this quotation!

Customer ID VIBE
Salesperson JON PESEK
Terms NET 30

QUOTATION GOOD FOR 30 DAYS FROM SALES QUOTE DATE

QUOTATION TOTAL

Subtotal: 40,142.07
Sales Tax: 0.00
Total: 40,142.07

MIDWEST MEASUREMENT

Estimate

Date
2/12/2024

7121 Woody Creek Ln
Lincoln NE 68516
Phone (402) 267-2722
mark@midwestmeasurement.net

Ship To

Bensenville Dept. Public Works
Bradley Hargett
717 E Jefferson St.
Bensenville, IL 60106

Description	Qty	Rate	Total
CRx5" Robotic TS	1	21,000.00	21,000.00T
BRX7 GNSS Receiver	1	11,495.00	11,495.00T
RT4 Tablet + Cell	1	3,290.00	3,290.00T
SurvPC TS 7	1	1,500.00	1,500.00T
SurvPC Robotic 7	1	500.00	500.00T
SurvPC GPS 7	1	1,000.00	1,000.00T
RAM Collector Bracket only	1	175.00	175.00T
RAM plate and middle member assembly	1	60.00	60.00T
Pole clamp assembly	2	34.00	68.00T
CF / Alum GNSS Pole	1	189.00	189.00T
Robotic Rod for Leica	1	149.00	149.00T
Fiberglass Tripod with Dual Clamp	1	210.00	210.00T
Leica 360 Prism	1	895.00	895.00T
Sokkia CF Bipod	1	210.00	210.00T
If you want the tablet keyboard instead of the standard bracket add $525.00			
Sales Tax		0.00%	0.00

Total $40,741.00

Sales Quotation

Quote Number: 00096241

Contact Name:	Bradley Hargett	**Date Issued:**	02/13/24
E-mail:	bhargett@bensenville.il.us	**Expiration Date:**	03/14/24
Phone:	(630) 350-3411	**Account Number:**	130966
PO number:	Bradley Hargett		

Ship To:	Village of Bensenville 717 East Jefferson Street Bensenville, IL 60106 United States	**Bill To:**	Village of Bensenville 717 East Jefferson Street Bensenville, IL 60106 United States

Bensenville Focus 50 and SP85

Quantity	Part Number	Description	List Price	Sale Price	Subtotal
1.00	FOCUS50-HW-A	FOCUS 50 AUTOLOCK BASE HARDWARE	$9,975.00	$8,977.50	$8,977.50
1.00	FOCUS50-CFG-03	CONFIGURATION - FOCUS 50 - 3 ANGULAR ACCURACY	$4,200.00	$3,780.00	$3,780.00
1.00	FOCUS50-OPT-SRR	OPTION - FOCUS 50 - AUTOLOCK TO SHORT RANGE ROBOTIC	$2,100.00	$1,890.00	$1,890.00
1.00	SLSU-S2018-3	Trimble Geospatial Accessories - Robotic Power Kit (Power supply not included) Add 101070-00-01 (x2) dual charger w/ power supply	$1,570.00	$1,413.00	$1,413.00
3.00	101070-00-01	Trimble Geospatial Accessory - Dual Battery Charger with Power Supply and Power Cord (North America)	$700.00	$630.00	$1,890.00
1.00	58020002	Prism - 360 Prism incl height adapter to standard rod, prism const: 0.002m	$1,510.00	$1,359.00	$1,359.00
1.00	5129-52-GT	POLE,ROBOTIC,8.5 FT,2MM/.01,135,TLV	$359.04	$323.14	$323.14
1.00	5217-04-YEL	BIPOD,TRB,0.5x13SS,ANTI-CRUSH -Converts a GPS Rover Rod into a tripod -Legs extend to 6	$218.49	$196.64	$196.64

Sales Quotation

Quote Number: 00096241

		feet for use in uneven terrain			
1.00	90553	TRIMAX STD DUAL CLAMP TRIPOD	$524.99	$472.49	$472.49
1.00	119786-00	SP85 GNSS SINGLE RECEIVER KIT	$12,490.00	$11,241.00	$11,241.00
1.00	5128-20-GT	99-ROVER ROD,2M,SNAP-LOC,GT	$376.79	$339.11	$339.11
1.00	79781-01	TRIMBLE VRS NOW 1 YR GNSS NORTH ILLINOIS Provides unlimited access to GPS & GLONASS (GNSS) RTK corrections supporting centimeter accuracy with your RTK capable GPS or GNSS receiver within the specified regional coverage area. This subscription option provides your business with access to the Trimble VRS Now Services real time GNSS/GPS correction data that is broadcast via the Internet for a period of 12 months with a one-time payment for the 12 month period. You may authorize the personnel associated with your business to access and use the services under this license, but only one Device may be used at one time per subscription. A subscription may not be shared or used concurrently. To receive the Trimble VRS Now Services data transmissions, your field Devices must support GSM or GPRS wireless services. To receive data transmission via GPRS, your Devices must support the NTRIP protocol (Networked Transport of RTCM via Internet Protocol). To enable use of the TVN Services with your GSM or GPRS communication Devices, you will also need to purchase a separate wireless data plan from your wireless communications carrier. Upon purchasing this subscription, a Trimble VRS Now account will be set up for you if you do not already have one. You will receive an email shortly after placing your order with instructions to access the account as well as usernames and passwords for each of the subscriptions purchased.	$1,650.00	$1,650.00	$1,650.00
1.00	TSC5-1-1100-00	Trimble TSC5 controller - WWAN, Worldwide region Includes Trimble TSC5 controller - WWAN, Worldwide region with Android OS TSC5 Glass Screen Protector Capacitive Stylus with Tether Hand strap 45W AC Adapter (58X46X28mm) with USB-C PD female port USB-C (male) to USB-C (male) cable for charging and data transfer Philips #1 Module and Battery / SIM door screwdriver TSC5 Carry Case / Protective Pouch TSC5 Quick Start Guide (English)	$4,515.00	$4,063.50	$4,063.50

Sales Quotation

Quote Number: 00096241

1.00	TA-GENSURV-P	Trimble Access - General Survey; Perpetual License	$3,590.00	$3,231.00	$3,231.00
1.00	121952-01	TSC5 POLE MOUNT BRACKET - SINGLE SINGLE BRACKET, SPLIT FROM 5 PACK PN: 121952-01-GEO	$76.00	$68.40	$68.40
1.00	121951-01-GEO	TSC5 / TSC7 Quick Release Pole Mount Clamp with Adjustable Arm	$235.00	$211.50	$211.50

Discount Total: $4,384.03

Total Price: $41,106.28

This is not an invoice: Applicable sales tax and/or shipping charges will apply. This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

Scheduled delivery times could be delayed due to vendor supply. Please communicate with your Seiler sales representative to ensure your timeline needs can be met before signing this quotation.

Please Contact Us:

Name: Kevin Goodyear

Address: 1255 Hamilton Pkwy
Itasca
Illinois, 60143
United States

Phone: (630) 465-3056

Mobile:

E-mail: kgoodyear@seilerinst.com

Sales Quotation

Quote Number: 00096241

Terms: ☐ Net 30 Days ☐ Credit Card ☐ Financing

Net 30 upon approved credit application. Please inquire to sales rep on financing options available.

All credit card transactions will be charged a 3% surcharge.

This Sales Quotation is subject to and governed by the Terms and Conditions of Sale referred to at https://www.seilergeo.com/general-terms-and-conditions/ which are hereby incorporated into this Quotation by reference. Any terms and conditions contained in any purchase order, order confirmation, or other document or communication you send or provide to Seiler which are in addition to or different from those set forth in said Terms and Conditions of Sale found at the above-link which are not separately agreed to by Seiler in writing are hereby considered material, objected to, and shall be null, void, and of no force or effect.

This Sales Quotation is subject to the Seiler Maximum Liability and Indemnification Agreement, version 041421. By signing this Sales Quotation, you are also agreeing to be bound by the terms and conditions of that Agreement.

Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

Signature: _____ **Date:** _____

Name: _____ **Title:** _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Christopher Dusza	Public Works	March 19, 2024

DESCRIPTION:

Consideration of a Resolution Authorizing the Execution of a Contract with Automatic Building Controls (ABC) to Upgrade Existing Building Automation System (BAS) Software and Hardware in the Police Station

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	***Financially Sound Village***		***Enrich the lives of Residents***
	Quality Customer Oriented Services		***Major Business/Corporate Center***
X	***Safe and Beautiful Village***		***Vibrant Major Corridors***

COMMITTEE ACTION:	DATE:
Committee of the Whole	March 19, 2024

BACKGROUND:

The Building Automation System (BAS) controls all heating and cooling for the police station. The existing software is seven (7) years old and requires having some hardware components replaced to install and support the new software and graphics program. The current system is a Distech system.

KEY ISSUES:

Staff sought proposals from three vendors who could provide upgraded hardware, software and integration services to move the current data into a new BAS system. The results of the proposals are below:

Vendor	Cost
Automatic Building Controls	$26,307.00
Integrated Control Technologies	$27,650.00
Interactive Building Solutions	$32,500.00

Staff recommends approval of a contract with Automatic Building Controls.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends an approval of the Resolution Authorizing the Execution of a Contract with Automatic Building Controls (ABC) to Upgrade Existing Building Automation System (BAS) Software and Hardware in the Police Station.

BUDGET IMPACT:

The CY24 Capital budget included funds in the amount of $25,000 in Account Number 31080800-594000-24621. However, the lowest bid was by Automatic Building Controls (ABC) at $26,307.

ACTION REQUIRED:

Approval of a Resolution authorizing an execution of contract with Automatic Building Controls (ABC) for Building Automation System (BAS) to upgrade software and hardware at the Police Station in the not-to-exceed amount of $26,307.

ATTACHMENTS:

Description	Upload Date	Type
Resolution - Building Automation System (BAS) Software Upgrade at the Police Station	3/14/2024	Resolution Letter
Proposal - Automatic Building Controls (ABC)	3/11/2024	Backup Material

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF CONTRACT WITH AUTOMATIC BUILDING CONTROLS (ABC) FOR AUTOMATION SYSTEM (BAS) TO UPGRADE SOFTWARE AND HARDWARE AT THE POLICE STATION IN THE NOT-TO-EXCEED AMOUNT OF $26,307.

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.;* and

WHEREAS, the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS the Village owns and maintains the Bensenville Police Station facility, and

WHEREAS the Village performs regular maintenance, upgrades, and replacement of facilities, and

WHEREAS the Police Station Building Automation System (BAS) Software is seven years old, and

WHEREAS the Village seeks to upgrade the existing BAS software and hardware, and

WHEREAS, Staff received three competitive Proposals, and

WHEREAS Automatic Building Controls (ABC) provided the lowest proposal in the amount of $26,307.

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

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Board authorizes and approves the attached Resolution Authorizing the Execution of a Contract with Automatic Building Controls (ABC) for Automation System (BAS) to upgrade software and hardware at the Police Station in the not-to-exceed amount of $26,307.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 26, 2024.

APPROVED:

_____

Frank DeSimone, Village President

ATTEST:

_____

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

efficiency
performance
sustainability
Automatic Building Controls, LLC

3315 Algonquin Road Suite 550
Rolling Meadows Illinois 60008
O | 847.296.4000 F | 847.296.4093
www.ab-controls.com

Proposal

Project Name	**Village of Bensenville Police Station** **Data and Graphical Transfer to New Frontend**	**Date: 2.12.24**
Customer Name	**Village of Bensenville** **717 E Jefferson St.** **Bensenville, Illinois 60106** **Mr. Chris Dusza**	

Project Description

Automatic Building Controls LLC will provide the labor to Transfer Distech Data and Graphics to the New Frontend at the Public Works Facility per the scope of work as outlined in this proposal. All system functions will be integrated into the new Distech Controls Tridium Niagara Building Automation System (BAS).

This proposal includes all necessary software, hardware, Union Electrical installation, commissioning, Engineering, training, and warranty for a complete project. Work to be completed at **Village of Bensenville Public Works 117 E Jefferson St. Bensenville, IL 60106**. Existing field components, wiring and conduit will be re-used where feasible. Existing deficiencies discovered during implementation will be documented and forwarded to the customer for review and cost considerations.

Scope of work

1. Provide engineering labor for the transfer of BAS data points from the Police Stations system to new Public Works Frontend
2. Provide engineering labor for Police Station Graphic's transfer to new frontend at Public Works Facility
3. Provide eight (8) hours of training for system operator
4. Provide all required programming, commissioning, and verification of sequences of operation
5. Provide point-&-click graphical user interface with graphical displays
6. Provide engineered drawings to include product data, O&M manual, wiring termination details, system schematics and detailed sequences of operation
7. Provide 1 year of warranty for all new components and software

efficiency
performance
sustainability
Automatic Building Controls, LLC

3315 Algonquin Road Suite 550
Rolling Meadows Illinois 60008
O | 847.296.4000 F | 847.296.4093
www.ab-controls.com

Cost Itemization

Programming, Commissioning, Graphics, Design

Total Project Cost……$26,307.00

Proposal Clarifications

This proposal is valid for 90 days and is based on labor during normal working hours.

Proposed By **Automatic Building Controls LLC**	Accepted By
Rolly Persenico Date **2.12.24**	Customer Name Date
Title **Account Manager**	Title

Automatic Building Controls, LLC
efficiency. performance. sustainability.
a member of The Totus Group, LLC

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Christopher Dusza	Public Works	March 19, 2024

DESCRIPTION:

Consideration of a Resolution Authorizing the Execution of a Contract with Automatic Building Controls (ABC) for the Installation of a Building Automation System (BAS) and the Upgrading of Outdated Controls for Three Dehumidification at Roof Top Units at the Edge 2

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	***Financially Sound Village***		***Enrich the lives of Residents***
	Quality Customer Oriented Services		***Major Business/Corporate Center***
X	***Safe and Beautiful Village***		***Vibrant Major Corridors***

COMMITTEE ACTION:	DATE:
Committee of the Whole	March 19, 2024

BACKGROUND:

The Edge 2 currently does not have a Building Automation System. A Building Automation System can save thousands of dollars annually in energy costs alone by allowing the equipment to be on time schedules for evenings and weekends. The BAS system also gives the end users, (Village staff) the ability to view every piece of mechanical equipment on any internet-based PC or cell phone in real time. This BAS install will be built on the same platform as the current system at the Police Station.

KEY ISSUES:

The current BAS system at the Police station is a Distech platform, the Edge 2 will be equipped with the same. To have the system fully functioning, the following work will take place:

- Install hardware, software and installation of sequencing controls and wiring for three rooftop dehumidification units.
- Install hardware, software and installation of controls along with wiring for five standard rooftop units designated according to current occupancy.
- Install hardware, software and installation of controls along with wiring for five exhaust fans that serve areas in association with the five rooftop units.

Staff sought proposals from three qualified vendors. Automatic Building Controls (ABC) submitted the lowest proposal in the amount of $163,404.

BAS Building Automation System – Edge 2	
Vendor	
Automatic Building Controls	$163,404.00
Integrated Control Technologies	$174,842.00
Interactive Building Solutions	$198,500.00

Staff recommends approval of a contract with ABC.

ALTERNATIVES:
Discretion of the Committee.

RECOMMENDATION:
Staff recommends an approval of the Resolution.

BUDGET IMPACT:
The CY24 Capital budget included funds in the amount of $75,000 in Account Number 31080800-59400-24619 for dehumidification equipment and $80,000 in 31080800-549000-24625 for Building Automation System (BAS) for a total of $155,000. However, the lowest bid for both was by Automatic Building Controls (ABC) at $163,404.

ACTION REQUIRED:
Approval of a Resolution authorizing and execution of a contract with Automatic Building Controls (ABC) for the installation of a Building Automation System (BAS) and the upgrading of outdated controls for three dehumidification at roof top units at the Edge 2 in the not-to-exceed amount of $163,404.

ATTACHMENTS:

Description	Upload Date	Type
RES - Purchase of Automation System (BAS) Software Install at the Edge 2	3/11/2024	Resolution Letter
Proposal - Automatic Building Controls (ABC)	3/7/2024	Backup Material

RESOLUTION NO.

AUTHORIZING AND EXECUTION OF A CONTRACT WITH AUTOMATIC BUILDING CONTROLS (ABC) FOR THE INSTALLATION OF A BUILDING AUTOMATION SYSTEM (BAS) AND THE UPGRADING OF OUTDATED CONTROLS FOR THREE DEHUMIDIFACATION AT ROOF TOP UNITS AT THE EDGE 2 IN THE NOT-TO-EXCEED AMOUNT OF $163,404.

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter ··VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.;* and

WHEREAS, the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS the Village owns and operates a ice rink facility commonly known as The Edge 2, and

WHEREAS the Village maintains all of the HVAC mechanical equipment and

WHEREAS the Edge 2 does not have a Building Automation System (BAS), to maintain control of the HVAC mechanical equipment and

WHEREAS the Village seeks to install a BAS to save energy costs and gain control of the HVAC mechanical equipment and

WHEREAS, the dehumidification units controls are outdated and need to updated to ensure proper operation to maintain the quality of the air in the ice rinks and

WHEREAS, Staff received three competitive Proposals and

WHEREAS Automatic Building Controls (ABC) provided the lowest proposal in the amount of $163,404.

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

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Board authorizes and approves the attached Resolution Authorizing the Execution of a Contract with Automatic Building Controls (ABC) for the installation of a Building Automation System (BAS) and the upgrading of outdated controls for three dehumidification at roof top units at the Edge 2 in the not-to-exceed amount of $163,404.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 26, 2024.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

efficiency
performance
sustainability
Automatic Building Controls, LLC

3315 Algonquin Road Suite 550
Rolling Meadows Illinois 60008
O | 847.296.4000 F | 847.296.4093
www.ab-controls.com

Proposal

Project Name	**Village of Bensenville Edge II Ice Arena** **New Distech Control System Installation**	**Date: 2.12.24**
Customer Name	**Village of Bensenville** **717 E Jefferson St.** **Bensenville, Illinois 60106** **Mr. Chris Dusza**	

Project Description

Automatic Building Controls LLC will provide the installation of a New Distech Control System for the Edge II Ice Rink per the scope of work as outlined in this proposal. All system functions will be integrated into the new Distech Controls Tridium Niagara Building Automation System (BAS). Operator station will be set up and installed at the public works facility for the Edge II Ice Rink

This proposal includes all necessary software, hardware, Union Electrical installation, commissioning, Engineering, training, and warranty for a complete project. Work to be completed at **Village of Bensenville Edge II Ice Arena, 117 E Jefferson St. Bensenville, IL 60106**. Existing field components, wiring and conduit will be re-used where feasible. Existing deficiencies discovered during implementation will be documented and forwarded to the customer for review and cost considerations. Operator station will be set up and installed at the Public Works Facility.

Scope of work

1. Provide new Windows 11 Server with 24-inch monitor for use as Distech server frontend to be located at the Public works facility
2. Provide and install latest Distech N4 Supervisor software with Niagara network connections which includes 5 yr. SMA (service maintenance agreement)
3. Install new Distech Jace 8 which includes 5 yr. SMA (service maintenance agreement)
4. Install new Distech controls for dehumidification rooftop units 1, 2 and 3 and interface to new Distech frontend
5. Install new Distech controls for five (5) additional rooftop units and interface to new Distech frontend
6. Install new Distech controls for five (5) exhaust fan's that serve areas associated with above rooftop units
7. Provide eight (8) hours of training for system operators
8. Provide verification and tagging of all fan system alarm circuits and interlocks
9. Provide all required programming, commissioning, and verification of sequences of operation
10. Provide point-&-click graphical user interface with graphical displays
11. Provide engineered drawings to include product data, O&M manual, wiring termination details, system schematics and detailed sequences of operation
12. Provide 1 year of warranty for all new components and software

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Cost Itemization

Materials & Programming, Commissioning, Graphics, Design

Total Project Cost……$163,404.00

Proposal Clarifications

This proposal is valid for 90 days and is based on labor during normal working hours.

Proposed By **Automatic Building Controls LLC**	Accepted By
Rolly Persenico Date **2.12.24**	Customer Name Date
Title **Account Manager**	Title

Automatic Building Controls, LLC
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TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Brad Hargett	Public Works	March 19, 2024

DESCRIPTION:

Consideration of a Resolution Authorizing the Execution of a Construction Contract to Schroeder Asphalt Services, Inc. of Huntley, IL for the Eastview Avenue Roadway Reconstruction Project in the Not-to-Exceed Amount of $249,714.82

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	***Financially Sound Village***	X	***Enrich the lives of Residents***
X	***Quality Customer Oriented***		***Major Business/Corporate Center***
X	***Safe and Beautiful Village***		***Vibrant Major Corridors***

COMMITTEE ACTION:	DATE:
Committee of the Whole	March 19, 2024

BACKGROUND:

The Eastview Avenue Roadway Reconstruction Project will consist of full depth pavement removal/replacement and widening from Irving Park Road (IL Route 19) extending 300 feet to the south. This section of Eastview Avenue accommodates two-way traffic on an existing 18-foot-wide pavement section. The proposed improvements will widen the pavement to Village's standard 27 foot, which is consistent with the adjacent cross section of Eastview Avenue to the south. The project also includes driveway removal and replacement, structure adjustment/reconstruction, new drainage structures and storm sewer, water main service and fire hydrant installation, concrete curb and gutter, pavement markings, and landscape restoration within the right-of-way.

A&E Luxury Apartment is currently in the planning phase to build a new 100+ unit apartment building on the southeast corner of Eastview Avenue and Irving Park Road. The development includes a proposed water service beneath Eastview Avenue. To avoid a pavement patch in this project new roadway pavement, the required water service beneath Eastview Avenue is included in the scope of the Eastview Avenue Roadway Reconstruction Project.

KEY ISSUES:

Bids were advertised on February 15, 2024, with bids received on Tuesday March 5, 2024 for the project. Nine (9) contractors submitted bids for this project. Schroeder Asphalt Services, Inc. submitted the lowest responsible bid. A summary of the results is included below.

Contractor	Bid Amount	Rank
Schroder Asphalt Services, Inc.	**$249,714.82**	**1**
Chicagoland Paving, Inc.	$250,000.00	2
A Lamp Concrete Contractors, Inc.	$271,971.17	3
M&J Construction Company	$276,967.42	4
Builders Paving LLC	$296,226.88	5
RW Dunteman Company	$312,000.00	6
Brothers Asphalt Paving, Inc.	$322,452.50	7
Everlast Blacktop, Inc.	$331,818.00	8
Alliance Contractors, Inc.	$372,165.30	9
Engineer's Estimate	$210,105.80	N/A

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of a Resolution Authorizing the Execution of a Construction Contract to Schroeder Asphalt Services, Inc. of Huntly, IL for the Eastview Avenue Roadway Reconstruction Project in the not-to-exceed amount of $249,714.82.

BUDGET IMPACT:

In FY2024, $200,000 has been budgeted for the construction of this project in account #37980810-596000-24104. The bids on this project came in 18.9% above the engineers estimate. The engineer's estimate used last year's prices with a standard annual increase. This construction season has seen a large increase in overall material pricing due to material supply issues. A contributing factor to the higher prices is an economy of scale factor as this is a smaller project. Staff has evaluated all received bids, unit pricing, and believes that the proposed pricing is competitive. Additional funding is available in the TIF 12 account #37980810-596000-24104 to cover the additional costs above the budgeted amount.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Construction Contract to Schroeder Asphalt Services, Inc. of Huntley, IL for the Eastview Avenue Roadway Reconstruction Project in the not-to-exceed amount of $249,714.82.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	3/8/2024	Resolution Letter
Location Map	3/8/2024	Resolution Letter
Bid Tabulations	3/8/2024	Backup Material
Draft Contract	3/8/2024	Backup Material

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT TO SCHROEDER ASPHALT SERVICES, INC. OF HUNTLEY, IL FOR THE EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT IN THE NOT-TO-EXCEED AMOUNT OF $249,714.82

WHEREAS the VILLAGE OF BENSENVILLE (hereinafter "Village") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *es seq*; and

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS the Village of Bensenville strives to provide quality services to its residents; and

WHEREAS pavement maintenance is one of the core services provided by the Village; and

WHEREAS the limits of Eastview Avenue Roadway Reconstruction Project will be from Irving Park Road (IL Route 19) extending 300' to the south; and

WHEREAS the 2023 pavement condition index (PCI) rating for Eastview Avenue is thirty-nine (39); and

WHEREAS based on the deteriorating conditions, geographical location, substandard pavement width, Village staff has identified this section of Eastview Avenue for reconstruction in 2024; and

WHEREAS the project was advertised for bid on February 15, 2024 with a bid opening date of March 5, 2024; and

WHEREAS Schroeder Asphalt Services, Inc. of Huntley, IL submitted the lowest responsible bid at the March 5, 2024 bid opening.

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

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution executing a construction contract to Schroeder Asphalt Services, Inc. of Huntley, IL for the Eastview Avenue Roadway Reconstruction Project in the not-to-exceed amount of $249,714.82.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 26, 2024.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

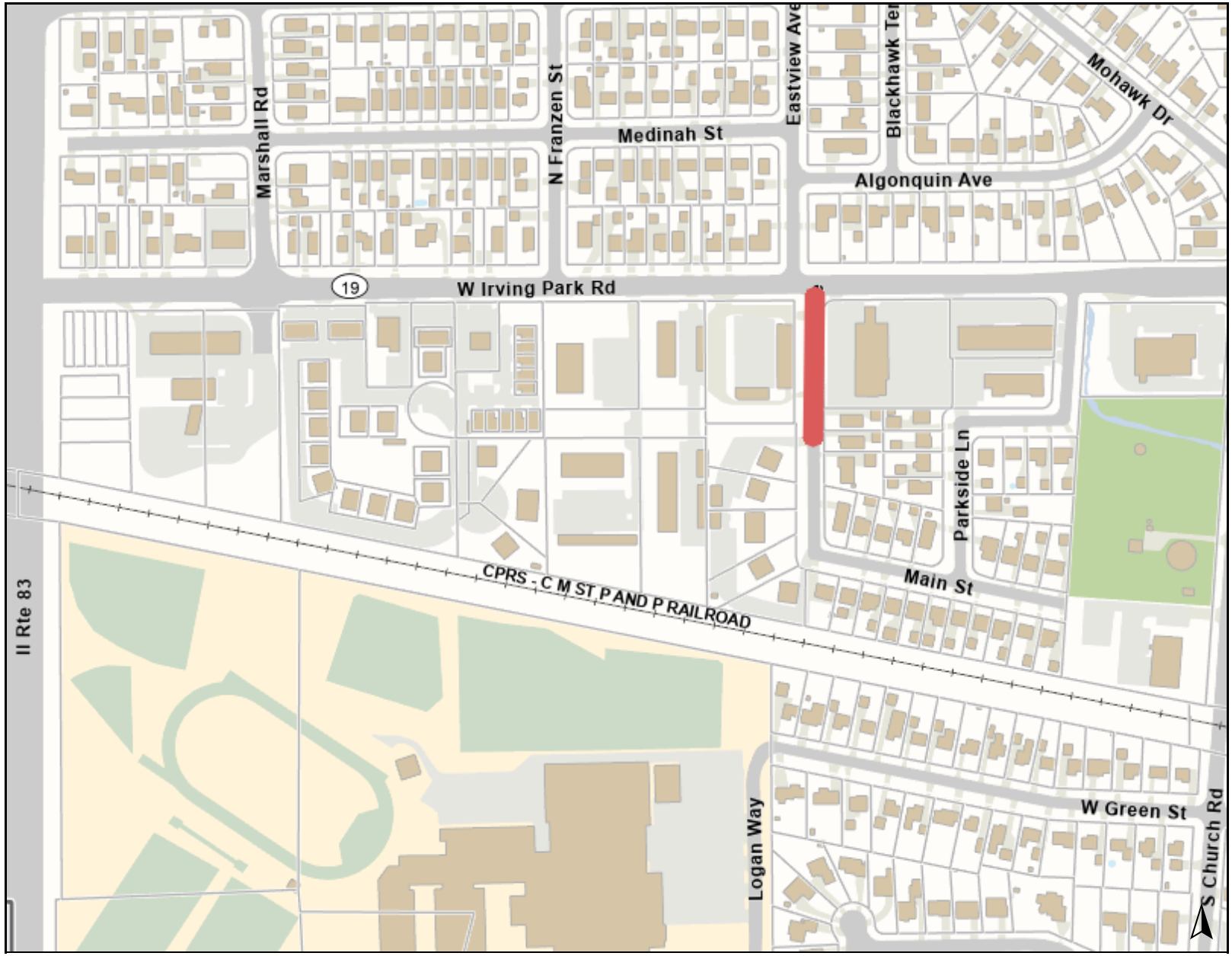
AYES: _____

NAYS: _____

ABSENT: _____

GISConsortium

Eastview Avenue Roadway Reconstruction Project



Legend

0 500 1000 ft

Print Date: 12/20/2023

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

BENSENVILLE
DEPARTMENT OF PUBLIC WORKS

Project: EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT (24.1.04)
BID TABULATION SHEET
BIDS OPENED: MARCH 5, 2024 BID AT 11:00 A.M.

				ENGINEER'S ESTIMATE		SCHROEDER ASPHALT SERVICES, INC.		LOW BID COMPARISON		UNIT PRICE COMPARISON			
ITEM NO.	PAY ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT DIFF.	BID DIFF.	LOW UNIT PRICE	HIGH UNIT PRICE	AVE. UNIT PRICE	WEIGHTED AVE. UNIT PRICE
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	375	$50.00	$18,750.00	$43.00	$16,125.00	($7.00)	($2,625.00)	$10.00	$100.00	$52.78	$52.14
2	FURNISHED EXCAVATION	CU YD	2	$50.00	$100.00	$500.00	$1,000.00	$450.00	$900.00	$1.00	$500.00	$138.56	$106.57
3	TRENCH BACKFILL	CU YD	1	$100.00	$100.00	$60.00	$60.00	($40.00)	($40.00)	$23.00	$100.00	$58.00	$57.00
4	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	98	$8.00	$784.00	$8.00	$784.00	$0.00	$0.00	$1.00	$19.00	$7.61	$6.93
5	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	974	$5.00	$4,870.00	$13.20	$12,856.80	$8.20	$7,986.80	$0.10	$13.20	$5.92	$5.71
6	SODDING, SALT TOLERANT	SQ YD	974	$15.00	$14,610.00	$8.80	$8,571.20	($6.20)	($6,038.80)	$8.55	$21.00	$13.96	$13.72
7	SUPPLEMENTAL WATERING	UNIT	15	$30.00	$450.00	$110.00	$1,650.00	$80.00	$1,200.00	$0.01	$110.00	$46.58	$44.17
8	INLET FILTERS	EACH	7	$225.00	$1,575.00	$145.00	$1,015.00	($80.00)	($560.00)	$15.00	$215.00	$133.33	$138.57
9	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	33	$50.00	$1,650.00	$110.00	$3,630.00	$60.00	$1,980.00	$30.00	$165.00	$78.56	$73.14
10	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	1,176	$10.00	$11,760.00	$10.65	$12,524.40	$0.65	$764.40	$10.00	$15.00	$13.02	$13.16
11	AGGREGATE FOR TEMPORARY ACCESS	TON	80	$30.00	$2,400.00	$30.00	$2,400.00	$0.00	$0.00	$1.00	$65.00	$26.78	$25.00
12	BITUMINOUS MATERIALS (PRIME COAT)	POUND	2,202	$0.40	$880.80	$0.01	$22.02	($0.39)	($858.78)	$0.01	$1.00	$0.21	$0.13
13	BITUMINOUS MATERIALS (TACK COAT)	POUND	440	$0.40	$176.00	$0.01	$4.40	($0.39)	($171.60)	$0.01	$1.00	$0.27	$0.20
14	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	44	$20.00	$880.00	$10.00	$440.00	($10.00)	($440.00)	$10.00	$62.00	$26.41	$23.67
15	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	339	$95.00	$32,205.00	$100.00	$33,900.00	$5.00	$1,695.00	$80.00	$150.00	$106.26	$103.76
16	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5,MIX "D", N50	TON	116	$100.00	$11,600.00	$115.00	$13,340.00	$15.00	$1,740.00	$115.00	$250.00	$153.42	$145.11
17	PROTECTIVE COAT	SQ YD	200	$1.50	$300.00	$1.75	$350.00	$0.25	$50.00	$0.01	$9.00	$2.93	$2.47
18	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	48	$90.00	$4,320.00	$245.00	$11,760.00	$155.00	$7,440.00	$97.00	$350.00	$182.44	$170.71
19	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	50	$8.00	$400.00	$25.00	$1,250.00	$17.00	$850.00	$16.00	$37.80	$25.68	$25.34
20	DETECTABLE WARNINGS	SQ FT	34	$40.00	$1,360.00	$40.00	$1,360.00	$0.00	$0.00	$25.00	$100.00	$46.78	$42.29
21	DRIVEWAY PAVEMENT REMOVAL	SQ YD	77	$15.00	$1,155.00	$20.00	$1,540.00	$5.00	$385.00	$15.00	$30.00	$21.42	$21.11
22	COMBINATION CURB AND GUTTER REMOVAL	FOOT	372	$10.00	$3,720.00	$9.00	$3,348.00	($1.00)	($372.00)	$4.75	$19.00	$10.58	$10.21
23	SIDEWALK REMOVAL	SQ FT	370	$2.50	$925.00	$3.00	$1,110.00	$0.50	$185.00	$1.50	$9.00	$3.44	$2.93
24	STORM SEWERS, CLASS B, TYPE 1 12"	EACH	10	$100.00	$1,000.00	$160.00	$1,600.00	$60.00	$600.00	$140.00	$220.00	$171.11	$168.57
25	STORM SEWER REMOVAL 12"	FOOT	4	$40.00	$160.00	$13.00	$52.00	($27.00)	($108.00)	$1.00	$80.00	$22.18	$16.94
26	FIRE HYDRANTS TO BE REMOVED	EACH	1	$1,500.00	$1,500.00	$4,050.00	$4,050.00	$2,550.00	$2,550.00	$500.00	$7,375.00	$4,116.67	$4,167.86
27	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	1	$8,000.00	$8,000.00	$20,500.00	$20,500.00	$12,500.00	$12,500.00	$10,000.00	$26,400.00	$18,686.11	$18,825.00
28	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1	$300.00	$300.00	$375.00	$375.00	$75.00	$75.00	$150.00	$375.00	$251.11	$247.86
29	VALVE BOXES TO BE ADJUSTED	EACH	1	$600.00	$600.00	$550.00	$550.00	($50.00)	($50.00)	$250.00	$600.00	$444.44	$450.00
30	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	$4,000.00	$4,000.00	$5,550.00	$5,550.00	$1,550.00	$1,550.00	$4,400.00	$12,200.00	$6,268.89	$5,688.57
31	INLETS, TYPE B, TYPE 3 FRAME AND GRATE	EACH	1	$2,500.00	$2,500.00	$2,725.00	$2,725.00	$225.00	$225.00	$800.00	$4,250.00	$2,594.44	$2,614.29
32	FRAMES AND GRATES, TYPE 23	EACH	2	$500.00	$1,000.00	$710.00	$1,420.00	$210.00	$420.00	$450.00	$1,000.00	$613.33	$581.43
33	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	3	$500.00	$1,500.00	$460.00	$1,380.00	($40.00)	($120.00)	$420.00	$800.00	$531.11	$508.57
34	REMOVING MANHOLES	EACH	1	$1,000.00	$1,000.00	$340.00	$340.00	($660.00)	($660.00)	$50.00	$700.00	$350.33	$343.29
35	REMOVING INLETS	EACH	1	$700.00	$700.00	$115.00	$115.00	($585.00)	($585.00)	$100.00	$700.00	$216.00	$163.43
36	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	645	$33.00	$21,285.00	$32.00	$20,640.00	($1.00)	($645.00)	$32.00	$95.00	$50.35	$46.59
37	SIGN PANEL - TYPE 1	SQ FT	10	$35.00	$350.00	$33.00	$330.00	($2.00)	($20.00)	$17.00	$41.00	$26.69	$26.03
38	TELESCOPING STEEL SIGN SUPPORT	FOOT	28	$25.00	$700.00	$16.50	$462.00	($8.50)	($238.00)	$15.00	$28.00	$20.62	$20.36
39	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	100	$6.00	$600.00	$20.00	$2,000.00	$14.00	$1,400.00	$7.00	$24.50	$15.68	$15.66
40	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	42	$20.00	$840.00	$30.00	$1,260.00	$10.00	$420.00	$14.00	$75.00	$34.89	$32.14

BENSENVILLE
DEPARTMENT OF PUBLIC WORKS

Project: EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT (24.1.04)

BID TABULATION SHEET

BIDS OPENED: MARCH 5, 2024 BID AT 11:00 A.M.

				ENGINEER'S ESTIMATE		SCHROEDER ASPHALT SERVICES, INC.		LOW BID COMPARISON		UNIT PRICE COMPARISON			
ITEM NO.	PAY ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT DIFF.	BID DIFF.	LOW UNIT PRICE	HIGH UNIT PRICE	AVE. UNIT PRICE	WEIGHTED AVE. UNIT PRICE
41	STREET SWEEPING	HOUR	20	$200.00	$4,000.00	$165.00	$3,300.00	($35.00)	($700.00)	$50.00	$260.00	$154.44	$154.29
42	CONSTRUCTION LAYOUT	L SUM	1	$3,000.00	$3,000.00	$5,500.00	$5,500.00	$2,500.00	$2,500.00	$3,500.00	$6,500.00	$4,866.67	$4,828.57
43	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	2	$700.00	$1,400.00	$825.00	$1,650.00	$125.00	$250.00	$375.00	$1,115.00	$829.67	$853.86
44	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	1	$1,800.00	$1,800.00	$2,225.00	$2,225.00	$425.00	$425.00	$2,020.00	$2,800.00	$2,235.56	$2,185.71
45	DUST CONTROL WATERING	UNIT	5	$200.00	$1,000.00	$300.00	$1,500.00	$100.00	$500.00	$0.01	$300.00	$107.22	$95.00
46	CONTAMINATED WASTE DISPOSAL	CU YD	50	$140.00	$7,000.00	$100.00	$5,000.00	($40.00)	($2,000.00)	$20.00	$108.00	$83.11	$88.57
47	STAMPED PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	280	$30.00	$8,400.00	$45.00	$12,600.00	$15.00	$4,200.00	$22.00	$60.00	$37.83	$36.92
48	GATE VALVE 6", VALVE VAULT 5' DIA., TYPE 1 FRAME, CLOSED LID	EACH	1	$5,000.00	$5,000.00	$9,300.00	$9,300.00	$4,300.00	$4,300.00	$6,980.00	$19,000.00	$9,370.56	$8,336.43
49	WATER MAIN CONNECTION "A"	L SUM	1	$7,500.00	$7,500.00	$10,250.00	$10,250.00	$2,750.00	$2,750.00	$8,400.00	$21,200.00	$12,613.89	$11,989.29
50	TRAFFIC CONTROL AND PROTECTION	L SUM	1	$10,000.00	$10,000.00	$6,000.00	$6,000.00	($4,000.00)	($4,000.00)	$6,000.00	$83,000.00	$38,585.33	$36,895.43
	TOTAL:				**$210,105.80**								
	(1) BIDDER'S HAND ENTERED TOTAL BID					**(1)**	**$249,714.82**						
	(2) SUMMATION OF HAND ENTERED TOTALS EXTENDED:					**(2)**	**$249,714.82**						
	(3) DIFFERENCE IN BID SUMMATIONS:					**(3)**	**$0.00**						
	(4) ACTUAL ENTERED BID:					**(4)**	**$249,714.82**						

BENSENVILLE
DEPARTMENT OF PUBLIC WORKS

Project: EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT (24.1.04)

BID TABULATION SHEET

BIDS OPENED: MARCH 5, 2024 BID AT 11:00 A.M.

				ENGINEER'S ESTIMATE		SCHROEDER ASPHALT SERVICES, INC.		CHICAGOLAND PAVING CONTRACTORS, INC.		A LAMP CONCRETE CONTRACTORS, INC.		M&J ASPHALT PAVING COMPANY, INC.	
ITEM NO.	PAY ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	375	$50.00	$18,750.00	$43.00	$16,125.00	$25.00	$9,375.00	$72.00	$27,000.00	$65.00	$24,375.00
2	FURNISHED EXCAVATION	CU YD	2	$50.00	$100.00	$500.00	$1,000.00	$75.00	$150.00	$21.00	$42.00	$100.00	$200.00
3	TRENCH BACKFILL	CU YD	1	$100.00	$100.00	$60.00	$60.00	$25.00	$25.00	$71.00	$71.00	$23.00	$23.00
4	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	98	$8.00	$784.00	$8.00	$784.00	$1.00	$98.00	$10.00	$980.00	$7.50	$735.00
5	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	974	$5.00	$4,870.00	$13.20	$12,856.80	$5.00	$4,870.00	$4.00	$3,896.00	$6.00	$5,844.00
6	SODDING, SALT TOLERANT	SQ YD	974	$15.00	$14,610.00	$8.80	$8,571.20	$15.00	$14,610.00	$13.50	$13,149.00	$14.00	$13,636.00
7	SUPPLEMENTAL WATERING	UNIT	15	$30.00	$450.00	$110.00	$1,650.00	$0.01	$0.15	$1.00	$15.00	$100.00	$1,500.00
8	INLET FILTERS	EACH	7	$225.00	$1,575.00	$145.00	$1,015.00	$215.00	$1,505.00	$15.00	$105.00	$200.00	$1,400.00
9	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	33	$50.00	$1,650.00	$110.00	$3,630.00	$30.00	$990.00	$50.00	$1,650.00	$165.00	$5,445.00
10	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	1,176	$10.00	$11,760.00	$10.65	$12,524.40	$12.00	$14,112.00	$13.50	$15,876.00	$13.00	$15,288.00
11	AGGREGATE FOR TEMPORARY ACCESS	TON	80	$30.00	$2,400.00	$30.00	$2,400.00	$25.00	$2,000.00	$1.00	$80.00	$35.00	$2,800.00
12	BITUMINOUS MATERIALS (PRIME COAT)	POUND	2,202	$0.40	$880.80	$0.01	$22.02	$0.01	$22.02	$0.01	$22.02	$0.01	$22.02
13	BITUMINOUS MATERIALS (TACK COAT)	POUND	440	$0.40	$176.00	$0.01	$4.40	$0.01	$4.40	$0.01	$4.40	$0.01	$4.40
14	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	44	$20.00	$880.00	$10.00	$440.00	$10.00	$440.00	$21.50	$946.00	$35.00	$1,540.00
15	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	339	$95.00	$32,205.00	$100.00	$33,900.00	$100.00	$33,900.00	$97.00	$32,883.00	$95.00	$32,205.00
16	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5,MIX "D", N50	TON	116	$100.00	$11,600.00	$115.00	$13,340.00	$135.00	$15,660.00	$137.00	$15,892.00	$158.00	$18,328.00
17	PROTECTIVE COAT	SQ YD	200	$1.50	$300.00	$1.75	$350.00	$5.30	$1,060.00	$0.01	$2.00	$5.50	$1,100.00
18	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	48	$90.00	$4,320.00	$245.00	$11,760.00	$101.00	$4,848.00	$147.00	$7,056.00	$220.00	$10,560.00
19	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	50	$8.00	$400.00	$25.00	$1,250.00	$16.00	$800.00	$17.00	$850.00	$22.00	$1,100.00
20	DETECTABLE WARNINGS	SQ FT	34	$40.00	$1,360.00	$40.00	$1,360.00	$48.00	$1,632.00	$25.00	$850.00	$40.00	$1,360.00
21	DRIVEWAY PAVEMENT REMOVAL	SQ YD	77	$15.00	$1,155.00	$20.00	$1,540.00	$15.00	$1,155.00	$19.75	$1,520.75	$22.00	$1,694.00
22	COMBINATION CURB AND GUTTER REMOVAL	FOOT	372	$10.00	$3,720.00	$9.00	$3,348.00	$5.00	$1,860.00	$4.75	$1,767.00	$12.00	$4,464.00
23	SIDEWALK REMOVAL	SQ FT	370	$2.50	$925.00	$3.00	$1,110.00	$1.50	$555.00	$2.00	$740.00	$2.00	$740.00
24	STORM SEWERS, CLASS B, TYPE 1 12"	EACH	10	$100.00	$1,000.00	$160.00	$1,600.00	$160.00	$1,600.00	$220.00	$2,200.00	$160.00	$1,600.00
25	STORM SEWER REMOVAL 12"	FOOT	4	$40.00	$160.00	$13.00	$52.00	$10.60	$42.40	$1.00	$4.00	$11.00	$44.00
26	FIRE HYDRANTS TO BE REMOVED	EACH	1	$1,500.00	$1,500.00	$4,050.00	$4,050.00	$7,375.00	$7,375.00	$500.00	$500.00	$7,300.00	$7,300.00
27	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	1	$8,000.00	$8,000.00	$20,500.00	$20,500.00	$19,675.00	$19,675.00	$15,250.00	$15,250.00	$19,500.00	$19,500.00
28	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1	$300.00	$300.00	$375.00	$375.00	$160.00	$160.00	$250.00	$250.00	$160.00	$160.00
29	VALVE BOXES TO BE ADJUSTED	EACH	1	$600.00	$600.00	$550.00	$550.00	$480.00	$480.00	$400.00	$400.00	$470.00	$470.00
30	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	$4,000.00	$4,000.00	$5,550.00	$5,550.00	$6,325.00	$6,325.00	$5,150.00	$5,150.00	$6,250.00	$6,250.00
31	INLETS, TYPE B, TYPE 3 FRAME AND GRATE	EACH	1	$2,500.00	$2,500.00	$2,725.00	$2,725.00	$2,550.00	$2,550.00	$4,250.00	$4,250.00	$2,500.00	$2,500.00
32	FRAMES AND GRATES, TYPE 23	EACH	2	$500.00	$1,000.00	$710.00	$1,420.00	$480.00	$960.00	$600.00	$1,200.00	$475.00	$950.00
33	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	3	$500.00	$1,500.00	$460.00	$1,380.00	$480.00	$1,440.00	$500.00	$1,500.00	$475.00	$1,425.00
34	REMOVING MANHOLES	EACH	1	$1,000.00	$1,000.00	$340.00	$340.00	$50.00	$50.00	$500.00	$500.00	$340.00	$340.00
35	REMOVING INLETS	EACH	1	$700.00	$700.00	$115.00	$115.00	$106.00	$106.00	$350.00	$350.00	$105.00	$105.00
36	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	645	$33.00	$21,285.00	$32.00	$20,640.00	$41.50	$26,767.50	$33.00	$21,285.00	$44.00	$28,380.00
37	SIGN PANEL - TYPE 1	SQ FT	10	$35.00	$350.00	$33.00	$330.00	$25.00	$250.00	$25.00	$250.00	$20.00	$200.00
38	TELESCOPING STEEL SIGN SUPPORT	FOOT	28	$25.00	$700.00	$16.50	$462.00	$20.00	$560.00	$25.00	$700.00	$20.00	$560.00
39	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	100	$6.00	$600.00	$20.00	$2,000.00	$24.50	$2,450.00	$15.00	$1,500.00	$20.00	$2,000.00
40	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	42	$20.00	$840.00	$30.00	$1,260.00	$40.00	$1,680.00	$25.00	$1,050.00	$45.00	$1,890.00

BENSENVILLE
DEPARTMENT OF PUBLIC WORKS

Project: EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT (24.1.04)

BID TABULATION SHEET

BIDS OPENED: MARCH 5, 2024 BID AT 11:00 A.M.

				ENGINEER'S ESTIMATE		SCHROEDER ASPHALT SERVICES, INC.		CHICAGOLAND PAVING CONTRACTORS, INC.		A LAMP CONCRETE CONTRACTORS, INC.		M&J ASPHALT PAVING COMPANY, INC.	
ITEM NO.	PAY ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
41	STREET SWEEPING	HOUR	20	$200.00	$4,000.00	$165.00	$3,300.00	$50.00	$1,000.00	$150.00	$3,000.00	$170.00	$3,400.00
42	CONSTRUCTION LAYOUT	L SUM	1	$3,000.00	$3,000.00	$5,500.00	$5,500.00	$3,500.00	$3,500.00	$4,300.00	$4,300.00	$4,500.00	$4,500.00
43	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	2	$700.00	$1,400.00	$825.00	$1,650.00	$1,115.00	$2,230.00	$650.00	$1,300.00	$1,050.00	$2,100.00
44	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	1	$1,800.00	$1,800.00	$2,225.00	$2,225.00	$2,300.00	$2,300.00	$2,175.00	$2,175.00	$2,150.00	$2,150.00
45	DUST CONTROL WATERING	UNIT	5	$200.00	$1,000.00	$300.00	$1,500.00	$0.01	$0.05	$25.00	$125.00	$140.00	$700.00
46	CONTAMINATED WASTE DISPOSAL	CU YD	50	$140.00	$7,000.00	$100.00	$5,000.00	$20.00	$1,000.00	$80.00	$4,000.00	$100.00	$5,000.00
47	STAMPED PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	280	$30.00	$8,400.00	$45.00	$12,600.00	$24.00	$6,720.00	$22.00	$6,160.00	$25.00	$7,000.00
48	GATE VALVE 6", VALVE VAULT 5' DIA., TYPE 1 FRAME, CLOSED LID	EACH	1	$5,000.00	$5,000.00	$9,300.00	$9,300.00	$7,400.00	$7,400.00	$7,775.00	$7,775.00	$6,980.00	$6,980.00
49	WATER MAIN CONNECTION "A"	L SUM	1	$7,500.00	$7,500.00	$10,250.00	$10,250.00	$13,625.00	$13,625.00	$8,400.00	$8,400.00	$12,850.00	$12,850.00
50	TRAFFIC CONTROL AND PROTECTION	L SUM	1	$10,000.00	$10,000.00	$6,000.00	$6,000.00	$30,082.48	$30,082.48	$53,000.00	$53,000.00	$14,250.00	$14,250.00
	TOTAL:				**$210,105.80**								
	(1) BIDDER'S HAND ENTERED TOTAL BID					(1)	**$249,714.82**	(1)	**$250,000.00**	(1)	**$271,971.17**	(1)	**$276,967.42**
	(2) SUMMATION OF HAND ENTERED TOTALS EXTENDED:					(2)	**$249,714.82**	(2)	**$250,000.00**	(2)	**$271,971.17**	(2)	**$276,967.42**
	(3) DIFFERENCE IN BID SUMMATIONS:					(3)	**$0.00**	(3)	**$0.00**	(3)	**$0.00**	(3)	**$0.00**
	(4) ACTUAL ENTERED BID:					(4)	**$249,714.82**	(4)	**$250,000.00**	(4)	**$271,971.17**	(4)	**$276,967.42**

BENSENVILLE
DEPARTMENT OF PUBLIC WORKS

Project: EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT (24.1.04)
BID TABULATION SHEET
BIDS OPENED: MARCH 5, 2024 BID AT 11:00 A.M.

				BUILDERS PAVING, LLC		RW DUNTEMAN COMPANY		BROTHERS ASPHALT PAVING, INC.		EVERLAST BLACKTOP, INC.		ALLIANCE CONTRACTOR, INC.	
ITEM NO.	PAY ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	375	$100.00	$37,500.00	$65.00	$24,375.00	$54.00	$20,250.00	$41.00	$15,375.00	$10.00	$3,750.00
2	FURNISHED EXCAVATION	CU YD	2	$300.00	$600.00	$50.00	$100.00	$100.00	$200.00	$100.00	$200.00	$1.00	$2.00
3	TRENCH BACKFILL	CU YD	1	$55.00	$55.00	$23.00	$23.00	$65.00	$65.00	$100.00	$100.00	$100.00	$100.00
4	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	98	$19.00	$1,862.00	$8.00	$784.00	$10.00	$980.00	$2.00	$196.00	$3.00	$294.00
5	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	974	$0.10	$97.40	$6.00	$5,844.00	$12.85	$12,515.90	$6.00	$5,844.00	$0.10	$97.40
6	SODDING, SALT TOLERANT	SQ YD	974	$21.00	$20,454.00	$13.75	$13,392.50	$8.55	$8,327.70	$10.00	$9,740.00	$21.00	$20,454.00
7	SUPPLEMENTAL WATERING	UNIT	15	$0.10	$1.50	$100.00	$1,500.00	$107.00	$1,605.00	$1.00	$15.00	$0.10	$1.50
8	INLET FILTERS	EACH	7	$125.00	$875.00	$200.00	$1,400.00	$135.00	$945.00	$140.00	$980.00	$25.00	$175.00
9	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	33	$60.00	$1,980.00	$90.00	$2,970.00	$100.00	$3,300.00	$52.00	$1,716.00	$50.00	$1,650.00
10	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	1,176	$15.00	$17,640.00	$14.00	$16,464.00	$10.00	$11,760.00	$14.00	$16,464.00	$15.00	$17,640.00
11	AGGREGATE FOR TEMPORARY ACCESS	TON	80	$10.00	$800.00	$65.00	$5,200.00	$20.00	$1,600.00	$40.00	$3,200.00	$15.00	$1,200.00
12	BITUMINOUS MATERIALS (PRIME COAT)	POUND	2,202	$0.50	$1,101.00	$0.10	$220.20	$0.25	$550.50	$1.00	$2,202.00	$0.01	$22.02
13	BITUMINOUS MATERIALS (TACK COAT)	POUND	440	$1.00	$440.00	$0.10	$44.00	$0.25	$110.00	$1.00	$440.00	$0.01	$4.40
14	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	44	$30.00	$1,320.00	$10.00	$440.00	$10.00	$440.00	$62.00	$2,728.00	$49.17	$2,163.48
15	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	339	$80.00	$27,120.00	$107.00	$36,273.00	$150.00	$50,850.00	$114.00	$38,646.00	$113.30	$38,408.70
16	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5,MIX "D", N50	TON	116	$186.00	$21,576.00	$137.00	$15,892.00	$250.00	$29,000.00	$119.00	$13,804.00	$143.80	$16,680.80
17	PROTECTIVE COAT	SQ YD	200	$0.01	$2.00	$1.75	$350.00	$3.00	$600.00	$9.00	$1,800.00	$0.01	$2.00
18	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	48	$193.00	$9,264.00	$97.00	$4,656.00	$115.00	$5,520.00	$174.00	$8,352.00	$350.00	$16,800.00
19	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	50	$20.35	$1,017.50	$31.00	$1,550.00	$30.00	$1,500.00	$32.00	$1,600.00	$37.80	$1,890.00
20	DETECTABLE WARNINGS	SQ FT	34	$40.00	$1,360.00	$36.00	$1,224.00	$100.00	$3,400.00	$52.00	$1,768.00	$40.00	$1,360.00
21	DRIVEWAY PAVEMENT REMOVAL	SQ YD	77	$20.00	$1,540.00	$30.00	$2,310.00	$25.00	$1,925.00	$21.00	$1,617.00	$20.00	$1,540.00
22	COMBINATION CURB AND GUTTER REMOVAL	FOOT	372	$8.50	$3,162.00	$19.00	$7,068.00	$10.00	$3,720.00	$12.00	$4,464.00	$15.00	$5,580.00
23	SIDEWALK REMOVAL	SQ FT	370	$4.50	$1,665.00	$9.00	$3,330.00	$4.00	$1,480.00	$3.00	$1,110.00	$2.00	$740.00
24	STORM SEWERS, CLASS B, TYPE 1 12"	EACH	10	$140.00	$1,400.00	$150.00	$1,500.00	$150.00	$1,500.00	$200.00	$2,000.00	$200.00	$2,000.00
25	STORM SEWER REMOVAL 12"	FOOT	4	$11.00	$44.00	$10.00	$40.00	$13.00	$52.00	$80.00	$320.00	$50.00	$200.00
26	FIRE HYDRANTS TO BE REMOVED	EACH	1	$3,735.00	$3,735.00	$6,950.00	$6,950.00	$4,000.00	$4,000.00	$2,100.00	$2,100.00	$1,040.00	$1,040.00
27	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	1	$18,500.00	$18,500.00	$18,550.00	$18,550.00	$19,800.00	$19,800.00	$10,000.00	$10,000.00	$26,400.00	$26,400.00
28	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1	$345.00	$345.00	$150.00	$150.00	$370.00	$370.00	$300.00	$300.00	$150.00	$150.00
29	VALVE BOXES TO BE ADJUSTED	EACH	1	$500.00	$500.00	$450.00	$450.00	$600.00	$600.00	$300.00	$300.00	$250.00	$250.00
30	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	$5,095.00	$5,095.00	$5,950.00	$5,950.00	$5,500.00	$5,500.00	$4,400.00	$4,400.00	$12,200.00	$12,200.00
31	INLETS, TYPE B, TYPE 3 FRAME AND GRATE	EACH	1	$2,470.00	$2,470.00	$2,385.00	$2,385.00	$2,650.00	$2,650.00	$800.00	$800.00	$3,020.00	$3,020.00
32	FRAMES AND GRATES, TYPE 23	EACH	2	$655.00	$1,310.00	$450.00	$900.00	$700.00	$1,400.00	$1,000.00	$2,000.00	$450.00	$900.00
33	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	3	$420.00	$1,260.00	$450.00	$1,350.00	$450.00	$1,350.00	$800.00	$2,400.00	$745.00	$2,235.00
34	REMOVING MANHOLES	EACH	1	$310.00	$310.00	$325.00	$325.00	$338.00	$338.00	$700.00	$700.00	$250.00	$250.00
35	REMOVING INLETS	EACH	1	$105.00	$105.00	$100.00	$100.00	$113.00	$113.00	$700.00	$700.00	$250.00	$250.00
36	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	645	$46.65	$30,089.25	$42.00	$27,090.00	$80.00	$51,600.00	$39.00	$25,155.00	$95.00	$61,275.00
37	SIGN PANEL - TYPE 1	SQ FT	10	$17.00	$170.00	$37.00	$370.00	$18.20	$182.00	$41.00	$410.00	$24.00	$240.00
38	TELESCOPING STEEL SIGN SUPPORT	FOOT	28	$15.00	$420.00	$27.00	$756.00	$16.05	$449.40	$28.00	$784.00	$18.00	$504.00
39	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	100	$11.60	$1,160.00	$7.00	$700.00	$20.00	$2,000.00	$8.00	$800.00	$15.00	$1,500.00
40	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	42	$20.00	$840.00	$30.00	$1,260.00	$75.00	$3,150.00	$14.00	$588.00	$35.00	$1,470.00

BENSENVILLE
DEPARTMENT OF PUBLIC WORKS

Project: EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT (24.1.04)
BID TABULATION SHEET
BIDS OPENED: MARCH 5, 2024 BID AT 11:00 A.M.

				BUILDERS PAVING, LLC		RW DUNTEMAN COMPANY		BROTHERS ASPHALT PAVING, INC.		EVERLAST BLACKTOP, INC.		ALLIANCE CONTRACTOR, INC.	
ITEM NO.	PAY ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
41	STREET SWEEPING	HOUR	20	$130.00	$2,600.00	$190.00	$3,800.00	$200.00	$4,000.00	$260.00	$5,200.00	$75.00	$1,500.00
42	CONSTRUCTION LAYOUT	L SUM	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$6,000.00	$6,000.00	$6,500.00	$6,500.00	$3,500.00	$3,500.00
43	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	2	$750.00	$1,500.00	$1,050.00	$2,100.00	$802.00	$1,604.00	$850.00	$1,700.00	$375.00	$750.00
44	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	1	$2,020.00	$2,020.00	$2,150.00	$2,150.00	$2,200.00	$2,200.00	$2,800.00	$2,800.00	$2,100.00	$2,100.00
45	DUST CONTROL WATERING	UNIT	5	$140.00	$700.00	$10.00	$50.00	$200.00	$1,000.00	$100.00	$500.00	$50.00	$250.00
46	CONTAMINATED WASTE DISPOSAL	CU YD	50	$100.00	$5,000.00	$40.00	$2,000.00	$100.00	$5,000.00	$100.00	$5,000.00	$108.00	$5,400.00
47	STAMPED PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	280	$25.50	$7,140.00	$36.00	$10,080.00	$60.00	$16,800.00	$60.00	$16,800.00	$42.95	$12,026.00
48	GATE VALVE 6", VALVE VAULT 5' DIA., TYPE 1 FRAME, CLOSED LID	EACH	1	$8,550.00	$8,550.00	$6,980.00	$6,980.00	$9,150.00	$9,150.00	$9,200.00	$9,200.00	$19,000.00	$19,000.00
49	WATER MAIN CONNECTION "A"	L SUM	1	$9,350.00	$9,350.00	$12,850.00	$12,850.00	$10,000.00	$10,000.00	$15,000.00	$15,000.00	$21,200.00	$21,200.00
50	TRAFFIC CONTROL AND PROTECTION	L SUM	1	$35,181.23	$35,181.23	$52,754.30	$52,754.30	$11,000.00	$11,000.00	$83,000.00	$83,000.00	$62,000.00	$62,000.00
	TOTAL:												
	(1) BIDDER'S HAND ENTERED TOTAL BID			(1)	**$296,226.88**	(1)	**$312,000.00**	(1)	**$322,452.50**	(1)	**$331,818.00**	(1)	**$373,265.30**
	(2) SUMMATION OF HAND ENTERED TOTALS EXTENDED:			(2)	**$296,226.88**	(2)	**$312,000.00**	(2)	**$322,452.50**	(2)	**$331,818.00**	(2)	**$372,165.30**
	(3) DIFFERENCE IN BID SUMMATIONS:			(3)	**$0.00**	(3)	**$0.00**	(3)	**$0.00**	(3)	**$0.00**	(3)	**-$1,100.00**
	(4) ACTUAL ENTERED BID:			(4)	**$296,226.88**	(4)	**$312,000.00**	(4)	**$322,452.50**	(4)	**$331,818.00**	(4)	**$372,165.30**

1) An error occurred in the summation of total cost.

PROPOSAL SUBMITTED BY:		
Schroeder Asphalt Services, Inc.		
Contractor's Name		PO Box 831, Huntley, IL 60142
11022 South Grant Highway		
Street		P.O. Box
Marengo	Illinois	60142
City	State	Zip Code

THE VILLAGE OF BENSENVILLE

BENSENVILLE
GATEWAY TO OPPORTUNITY

CONTRACT REQUIREMENTS FOR

EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT

PROJECT NUMBER 24.1.04

VILLAGE PRESIDENT – FRANK DESIMONE

TRUSTEES

ROSA CARMONA
ANN FRANZ
MARIE FREY
McLANE LOMAX
ARMANDO PEREZ
NICHOLAS PANICOLA, JR.

VILLAGE CLERK – NANCY QUINN
VILLAGE MANAGER – EVAN SUMMERS
DIRECTOR OF PUBLIC WORKS – JOSEPH CARACCI

CONTRACT DOCUMENTS PREPARED BY:

VILLAGE OF BENSENVILLE
Department of Public Works
717 E. Jefferson Street, Illinois 60106

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NOTICE TO BIDDERS

THE VILLAGE OF BENSENVILLE, DuPAGE COUNTY, ILLINOIS, will receive sealed bids for the **EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT until Eleven A.M. (11:00 A.M.) (prevailing time), March 5, 2024** at the office of the Municipal Clerk in the Village Hall, 12 South Center Street, in the Village of Bensenville, Illinois, at which time and place all bids will be publicly opened and read aloud.

The contract documents, including plans and specifications, are on file at the office of the Owner, Village of Bensenville – Department of Public Works, 717 East Jefferson Street, Bensenville IL 60106, (630) 350-3411. Copies of the bid documents may be obtained from the Village of Bensenville website https://www.bensenville.il.us/bids.aspx or email Brad Hargett, Assistant Village Engineer, at bhargett@bensenville.il.us at no charge for each set along with a copy of the Contractor's "Certificate of Eligibility" issued by the Illinois Department of Transportation.

A bid bond, certified check, bank draft or irrevocable letter of credit on a solvent bank, payable to the Village of Bensenville, or cash in an amount of not less than ten percent (10%) of the amount of the bid shall be submitted with each bid.

The successful bidder will be required to furnish a satisfactory performance bond in the amount equal to one hundred percent (100%) of the Contract sum as a security for the faithful performance of the Contract and also a Payment Bond in the amount equal to one hundred percent (100%) of the Contract Sum as a security for the payment of all persons performing labor on the Project under the Contract and furnishing materials in connection of the Contract. The successful bidder shall also furnish a Certificate of Insurance. No bid shall be withdrawn after opening of bids without the consent of said Municipality for a period of sixty (60) days after the scheduled time of opening bids.

The Village of Bensenville reserves the right to reject any or all bids and to waive any informalities in bidding and to accept the bid deemed most advantageous to it, all in accordance with the standard specifications.

INSTRUCTION TO BIDDERS

1. GENERAL

   a) The said improvement shall be constructed and completed in accordance with the maps, plats, plans, profiles, and the specifications for the same, relating to the construction of said improvement.

   b) The Contract Documents, including plans and specifications prepared by the Village of Bensenville are on file at the office of the Municipal Clerk, Village of Bensenville, Illinois, hereinafter referred to as the Municipality.

2. SCOPE

The proposed improvement herein specified and described contemplates the following improvement:

The project includes the full depth HMA roadway reconstruction along Eastview Avenue from Irving Park Road (IL 19) to approximately 320' to the south. The project also includes earth excavation and driveway removal and replacement, structure adjustment/reconstruction, new drainage structures and storm sewer, PCC curb and gutter, pavement markings, and landscape restoration within the right-of-way.

3. CONSTRUCTION ITEMS

   Major work items for which proposals are invited include Removal and Disposal of Unsuitable Materials, Subbase Granular Material, Hot-Mix Asphalt Surface and Binder Course, Storm Sewer and Drainage Structures, Water Main and Gate Valve in Valve Vaults, PCC Sidewalk, PCC Driveway Pavement, Combination Concrete Curb and Gutter, and Landscape Restoration.

   The Contractor will be required to determine for himself the actual quantities and items involved and the extent of the work and shall bid accordingly.

4. LAND

   For the purpose of constructing, operating and maintaining the herein described improvements, the Municipality has or will acquire the necessary land and right-of-way privileges required for the construction of same. The Contractor will construct any necessary access roads or facilities, if any are required.

5. PAYMENT FOR PLANS

Copies of the documents, including plans and specifications, may be obtained at no cost at the office of the Owner.

6. PROPOSALS

a) Sealed proposals will be received by the Municipal Clerk, of said Municipality, in accordance with the official advertisement.

b) Proposals must be completed on the accompanying blank form. Proposals shall be submitted in an opaque sealed envelope on or before the time stated and shall bear the name of the individual, firm or corporation submitting the Proposal. The envelope shall be clearly marked with the name of the project and the date and time of the bid opening, and shall be addressed to the said Municipality.

c) All bids must be accompanied by a bid bond, certified check, bank draft, or irrevocable letter of credit on a responsible, solvent bank, payable to the said Municipality, or cash, in an amount equal to ten percent (10%) of the total amount of the bid, the same to be refunded or returned to the bidder upon his faithful performance of the conditions of the Proposal, to the satisfaction of the Municipality.

d) The Person, Firm or Corporation to whom the Contract may be awarded will be required to execute a contract and bond with sureties within the time provided by law, a blank form of which said contract and bond is hereto attached and additional copies may be had on application to the Clerk of said Municipality. In case of failure or neglect to so execute, the said person, firm or corporation will be considered to be in default, and the above-mentioned deposit shall thereupon be forfeited to the said Municipality and collected by law; and thereupon the Municipality may award the Contract to another bidder or rebid the project.

e) No bid will be considered unless the party offering it shall furnish evidence satisfactory to the Municipality that he has necessary facilities, ability and pecuniary resources to fulfill the conditions of the contract. Each bidder shall be I.D.O.T. qualified for the work involved and shall provide a copy of his I.D.O.T. "Certificate of Eligibility" prior to receiving plans and/or bid documents. Additionally, all bidders shall complete I.D.O.T.'s "Affidavit of Availability" and include it with their proposal.

f) The total bid price must be written in the bid, and also stated in figures, and if any discrepancy occurs between the written and figured prices, the total bid price, predicated on the figured prices, will be taken as the intention of the bidder. Bids which are noticeably unbalanced may be voided at the sole discretion of the Municipality.

g) No proposal will be made or considered on any part of the work which does not provide for the completion of the work in accordance with the requirements of the plans, specifications and special provisions. The bidder's proposal must provide, in ink, a unit price for all items listed on the proposal form. Should any unit prices be omitted, the bidder's proposal will be declared invalid and his bid rejected.

h) The bidders will be required to execute the contract documents not more than fifteen (15) days following written notice to the Contractor of the award and these documents shall be completed and returned to the Municipality within the time limit specified within the proposal form. It is understood and agreed that the submittal of these documents within the time limit is an essential part of the Contract.

i) Permission will not be given for the withdrawal of any bid or proposal for a period of sixty (60) days after the opening thereof, excepting that any bidder may withdraw his bid personally or by written request at any time prior to the opening of bids.

j) In submitting this Proposal, the Bidder declares that the only person or party interested in the Proposal as principals are those he has named herein, and that the Proposal is made without collusion with any other person, firm or corporation.

7. INSTRUCTIONS AND PROPOSAL ATTACHED

EACH BID SHALL HAVE ATTACHED THERETO A COPY OF THESE INSTRUCTIONS AND SPECIAL PROVISIONS.

8. BIDDER'S DUTIES

a) The Bidder further declares that he has carefully examined the Instruction to Bidders, Proposal Form, Plans, Specifications, Form of Contract, Contract Bond, and Special Provisions, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction and understands that in making this Proposal he waives all right to plead any misunderstandings regarding the same.

b) Bidders are required to acquaint themselves fully of the conditions relating to construction and labor under which the work will be performed. The Contractor must employ, insofar as possible, such methods and means in carrying out the work as will not cause any interruption or any interference with any other Contractor. Bidders are required to inform themselves fully of the conditions relating to prevailing and predetermined labor rates and the applicable laws relating thereto, and shall be governed thereby.

c) If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he may submit to the Clerk of the Municipality a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Municipality will not be responsible for any other explanation or interpretation of the proposed documents.

d) The Bidder further understands and agrees that if his Proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the work and to furnish all of the materials specified in the Contract, except such materials as are to be furnished by the Municipality, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

e) The Bidder declares that he understands that the quantities listed on the Proposal form and in the plans are approximate only and that they are subject to increase or decrease; and that he will take in full payment thereof the amount and the summation of the actual quantities, as fully determined, multiplied by the unit prices shown in the schedule of prices contained within the Proposal Form.

f) The Bidder further agrees that the unit prices submitted within the Proposal Form are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions. If there is a discrepancy between the gross sum bid and that resulting from the summations of the quantities multiplied by their respective unit prices, the latter shall apply.

g) The Bidder further agrees that if the Municipality decides to extend or shorten the work, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, he will perform the work as altered, increased or decreased, at the Contract unit prices.

h) The Bidder further agrees that the Engineer may at any time during the progress of the work covered by this Contract order other work or materials incidental thereto and that all such work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the Bid price for other items in this Contract, shall be performed as extra work, and compensation shall be paid for in accordance with the Standard Specifications.

i) The Bidder further agrees to execute a Contract for this work and present the same to the Municipality within fifteen (15) days after the receipt of the Notice of Award and the Contract by him.

j) The Bidder further agrees that he and his surety will execute and present within fifteen (15) days after the receipt of the Notice of Award and the Contract, a Contract Bond satisfactory to and in the form prescribed by the Municipality, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance of the work in accordance with the terms of the Contract.

9. DELINQUENT BIDDERS

No Contract will be awarded to any person, firm or corporation that has been delinquent or unfaithful in any former Contract with this Municipality, or whose surety is a defaulter upon any obligation in the said Municipality.

10. EXECUTION OF DOCUMENTS

The Contractor, in signing his bid on the whole or on any portion of the work, shall conform to the following requirements:

Bids signed by an individual other than the individual represented in the proposal documents shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation, shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name following the word "By _____."

If such a bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid should be attached to it. Such bid shall also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the bidder to whom the Municipality contemplates awarding the contract) by some officer or agent of the Municipality duly authorized to give such notice.

11. FILING BIDS

After bids are opened and read aloud, they shall be placed on file in the Clerk's office for public inspection and shall remain there as provided by Statute.

12. CONSIDERATION OF PROPOSALS

Contracts shall be awarded to the lowest responsible bidder on the basis of the bid that is in the best interest of the Municipality to accept. In awarding the Contract, in addition to price, the Municipal Authorities will consider:

(a) the ability, capacity, and skill of the bidder to perform the Contract and to provide the service required;

(b) whether the bidder can perform the Contract or provide the service promptly or within the time specified without delay or interference;

(c) the character, integrity, reputation, judgment, experience, and efficiency of the bidder;

(d) the quality of the performance on previous Contracts or services;

(e) the existing and previous compliance by the bidder with laws and ordinances relating to the Contract or services;

(f) the sufficiency of the financial resources and ability of the bidder to perform the Contract or perform the services;

(g) the quality, availability and adaptability of the supplies or contractual services to the particular use required;

(h) the ability of the bidder to provide future maintenance and service for the use of the subject of the Contract;

(i) the number and scope of conditions attached to the bid.

13. BASIS OF AWARD

Proposals shall be submitted for the Items or Units as shown on the Proposal Form, and all construction elements will be furnished and installed in strict conformance with the specifications. No proposal will be considered except upon completed work fully installed in place as specified. Awards may be made on the following basis only:

The entire work as a single contract.

Awards, if any, will be made only upon the basis, which in the judgment of the Municipality, will be most advantageous to the Municipality and then only to the party (or Parties) submitting the lowest responsible bid (or bids) upon the particular basis selected by the Municipality for the award of contract as herein indicated.

14. ALTERNATES, UNIT PRICES AND STATED ALLOWANCES

Attention of bidders is also invited to the fact that;

(a) the base bid may be modified in accordance with those alternate proposals which may appear in the Proposal;
(b) that certain items appearing under the alternate category are to be bid at unit prices which will apply in the event that these items are to be constructed as a part of the improvement and, in this event, additions to or deductions from the work required in the base bid (and accepted alternates) will be required.

Bidders are required to bid upon each and every alternate, and unit price items in the bid form relating to the work upon which the bidder is offering a Proposal where the specifications or the Proposal provides for such bids.

15. COPIES OF DOCUMENTS

The number of copies of contract and bond required to be executed is as follows:

(a) Four (4) original counterparts of the contract documents will be required to be executed.
(b) Four (4) sets of plans (initialed) are required to accompany the contract documents.

16. RETURN OF BID DEPOSITS

The bid deposit of all except the two lowest bidders will be returned within seven (7) working days after the opening of bids. The bid deposit of the two lowest bidders will be returned within 72 hours after contract and required bonds have been approved by the Municipality.

17. RIGHT TO REJECT BIDS

The Municipality reserves the right to waive technicalities and to reject any or all proposals and to accept the bid deemed most advantageous to it.

18. SUPPLEMENTAL INSTRUCTIONS

Each bidder shall submit a complete proposal on the entire work.

VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, ILLINOIS 60106

Ordinance No. 1-2013

Responsible Bidder Ordinance

ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF BENSENVILLE
THIS 22nd DAY OF January, 2013

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois this 23rd day of January 2013

STATE OF ILLINOIS)
COUNTIES OF COOK)
SS AND DUPAGE)

I, Corey Williamsen, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, and as such officer, I am the keeper of the records and files of said Village; I do further certify that the foregoing constitutes a full, true and correct copy of Ordinance No. 1-2013 entitled Responsible Bidder Ordinance.

INWITNESS WHEREOF, I have hereunto affixed my official hand and seal on this 23rd day of January, 2013.

VILLAGE OF BENSENVILLE
SEAL
ILLINOIS

Corey Williamsen
Deputy Village Clerk

ORDINANCE NO. 1-2013

RESPONSIBLE BIDDER ORDINANCE

AN ORDINANCE AMMENDING 8-3-4 OF THE VILLAGE CODE OF BENSENVILLE TO FURTHER DEFINING RESPONSIBLE BIDDER

WHEREAS, Chapter 8 of the Bensenville Code regulates purchases and contract entered into by the Village Board of Trustees: and

NOW, THEREFORE, BE ORDAINED, by the Village of Bensenville of Bensenville, Illinois that the following definition be added to section 8-3-4 of the code.

Responsible bidder for construction contracts over $100,000 means a bidder who meets all of the job specifications, the following applicable criteria, and submits evidence of such compliance:

1) All applicable laws prerequisite to doing business in Illinois
2) Evidence of compliance with:
   a) Federal employer Tax Identification Number or Social Security Number (for individuals)
   b) Provision of section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No.11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).
3) Certificates of insurance indicating the following coverages: general liability, workers' compensation, completed operations, automobile, hazardous occupation and product liability.
4) Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance and retirement for those trades covered in the Act.
5) The bidder and all bidder's subcontractors must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded contract.
6) All contractors and sub-contractors are required to turn in certified payrolls as specified in Illinois Public Act 94-0515 and follow all provisions of the Employee Classification Act, 820 ILCS 185/1 et seq.
7) All bidders must provide three (3) projects of a similar nature as being performed in the immediate past five (5) years with the name, address, and telephone number of the contact person having knowledge of the project along with three (3) references (name, address, and telephone number) with knowledge of the integrity and business practices of the contractor.

BE IT FURTHER ORDAINED, that nothing herein hereby adopted shall be construed to affect any suit of proceeding now pending in any court of any rights accrued of liability incurred or cause or causes of action accrued of existing under any prior Resolution or Ordinance. Nor shall any right or remedy of any character be lost, impaired, or affected by the Ordinance.

BE IT FURTHER ORDAINED, that this Ordinance amendment shall be in full force and effect immediately upon its adoption.

BE IT FURTHER ORDAINED, that the Clerk of the Village of Bensenville is hereby authorized and directed to prepare and deliver a certified copy of the Ordinance amendment to the Village of Bensenville's Purchasing Director.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this 22nd day of January, 2013

APPROVED

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: BARTLETT, JARECKI, O'CONNELL, PECONIO, RIDDER, WESSELER

NAYS: NONE

ABSENT: NONE

SPECIFICATIONS FOR CONSTRUCTION

The following Specifications and other provisions together with the Special Provisions shall govern the construction of the proposed improvement and will be made a part of the Contract.

A. "Standard Specifications for Road and Bridge Construction", adopted January 1st, 2022, published by the Illinois Department of Transportation (IDOT).

B. "Supplemental Specifications and Recurring Special Provisions", adopted January 1st, 2024, published by IDOT.

C. "Bureau of Local Roads and Streets, Special Provisions and Specifications", published by IDOT.

D. "Bureau of Design & Environment Special Provisions", adopted subsequent to issuance of Supplemental Specifications and Recurring Special Provisions.

E. "Manual on Uniform Traffic Control Devices for Streets and Highways", adopted by IDOT.

F. “Standard Specifications for Water and Sewer Construction in Illinois”, adopted 2020 / Eighth Edition.

Before submitting the proposal, bidders should read all the above mentioned documents along with the Special Provisions and familiarize themselves with all requirements of same.

Before submitting proposals, bidders should visit the site of the proposed work, verify all site conditions and also conditions under which said work must be conducted.

Submission of a Proposal implies that the bidder is fully conversant with all requirements of Standard Specifications, Special Provisions, Standard Drawings, and site conditions. No claim for additional compensation will be considered or paid because of the Contractor's negligence or failure to be so informed.

SPECIAL PROVISIONS FOR CONSTRUCTION

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1st, 2022, (hereinafter referred to as the Standard Specifications); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern the construction of the improvement. In case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2024

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-22) (Revised 1-1-24)

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VILLAGE OF BENSENVILLE
EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT

Illinois Department of Transportation

Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
Village of Bensenville	DuPage	

☐ **Check this box for lettings prior to 01/01/2024.**

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

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VILLAGE OF BENSENVILLE
EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT

Local Public Agency	County	Section Number
Village of Bensenville	DuPage	

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

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IDOT

BUREAU OF DESIGN AND ENVIRONMENT

SPECIAL PROVISIONS

VILLAGE OF BENSENVILLE
EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT

BDE SPECIAL PROVISIONS
For the April 26 and June 14, 2024 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

	File Name	#		Special Provision Title	Effective	Revised
	80099	1	☐	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2	☐	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3	☐	Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
	80173	4	☐	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5	☐	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
*	80241	6	☐	Bridge Demolition Debris	July 1, 2009	
*	5053I	7	☐	Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	5026I	8	☐	Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80449	9	☑	Cement, Type IL	Aug. 1, 2023	
	80384	10	☑	Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	11	☐	Completion Date (via calendar days)	April 1, 2008	
*	80199	12	☐	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80453	13	☐	Concrete Sealer	Nov. 1, 2023	
	80261	14	☑	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	15	☐	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
*	80029	16	☐	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229	17	☐	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80452	18	☐	Full Lane Sealant Waterproofing System	Nov. 1, 2023	
	80447	19	☐	Grading and Shaping Ditches	Jan. 1, 2023	
	80433	20	☐	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80443	21	☐	High Tension Cable Median Barrier Removal	April 1, 2022	
	80456	22	☑	Hot-Mix Asphalt	Jan. 1, 2024	
	80446	23	☐	Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438	24	☐	Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
	80045	25	☐	Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80450	26	☐	Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
	80441	27	☑	Performance Graded Asphalt Binder	Jan. 1, 2023	
	80451	28	☑	Portland Cement Concrete	Aug. 1, 2023	
*	3426I	29	☐	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80455	30	☐	Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2024
	80445	31	☐	Seeding	Nov. 1, 2022	
	80457	32	☐	Short Term and Temporary Pavement Markings	April 1, 2024	
	80448	33	☐	Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340	34	☐	Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	35	☐	Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	36	☐	Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	37	☐	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437	38	☐	Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
	80435	39	☐	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80410	40	☐	Traffic Spotters	Jan. 1, 2019	
*	20338	41	☐	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	42	☐	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	43	☑	Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80302	44	☐	Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80454	45	☐	Wood Sign Support	Nov. 1, 2023	
	80427	46	☑	Work Zone Traffic Control Devices	Mar. 2, 2020	
*	80071	47	☐	Working Days	Jan. 1, 2002	

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

The following special provisions are in the 2024 Supplemental Specifications and Recurring Special Provisions.

File Name	Special Provision Title	New Location(s)	Effective	Revised
80436	Blended Finely Divided Minerals	Articles 1010.01 & 1010.06	April 1, 2021	
80440	Waterproofing Membrane System	Article 1061.05	Nov. 1, 2021	

CEMENT, TYPE IL (BDE)

Effective: August 1, 2023

Add the following to Article 302.02 of the Standard Specifications:

"(k) Type IL Portland-Limestone Cement .....1001"

Revise Note 2 of Article 352.02 of the Standard Specifications to read:

"Note 2. Either Type I or Type IA portland cement or Type IL portland-limestone cement shall be used."

Revise Note 1 of Article 404.02 of the Standard Specifications to read:

"Note 1. The cement shall be Type I portland cement or Type IL portland-limestone cement."

Revise Article 1019.02(a) of the Standard Specifications to read:

"(a) Cement, Type I or IL .....1001"

80449

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017
Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

"(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

(1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.

(2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.

(3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

Revise Article 107.40(c) of the Standard Specifications to read:

"(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

(1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

(2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

(3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

"(b) No working day will be charged under the following conditions.

(1) When adverse weather prevents work on the controlling item.

(2) When job conditions due to recent weather prevent work on the controlling item.

(3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.

(4) When delays caused by utility or railroad adjustments prevent work on the controlling item.

(5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.

(6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

"(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited."

Add the following to Section 109 of the Standard Specifications.

"**109.13 Payment for Contract Delay.** Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

(a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.

(b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.

(1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to $5,000,000	One Project Superintendent
Over $ 5,000,000 - up to $25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over $25,000,000 - up to $50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
Over $50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

80384

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010
Revised: November 1, 2014
The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 1/	600-749	2002
	750 and up	2006
June 1, 2011 2/	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 2/	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.
2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (http://www.epa.gov/cleandiesel/verification/verif-list.htm), or verified by the California Air Resources Board (CARB) (http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm); or

b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be $1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

HOT-MIX ASPHALT (BDE)

Effective: January 1, 2024

Revise the second paragraph of Articles 1030.07(a)(11) and 1030.08(a)(9) of the Standard Specifications to read:

> "When establishing the target density, the HMA maximum theoretical specific gravity (G_{mm}) will be based on the running average of four available Department test results for that project. If less than four G_{mm} test results are available, an average of all available Department test results for that project will be used. The initial G_{mm} will be the last available Department test result from a QMP project. If there is no available Department test result from a QMP project, the Department mix design verification test result will be used as the initial G_{mm}."

In the Supplemental Specifications, replace the revision for the end of the third paragraph of Article 1030.09(h)(2) with the following:

> "When establishing the target density, the HMA maximum theoretical specific gravity (G_{mm}) will be the Department mix design verification test result."

Revise the tenth paragraph of Article 1030.10 of the Standard Specifications to read:

> "Production is not required to stop after a test strip has been constructed."

80456

PERFORMANCE GRADED ASPHALT BINDER (BDE)

Effective: January 1, 2023

Revise Article 1032.05 of the Standard Specifications to read:

"**1032.05 Performance Graded Asphalt Binder.** These materials will be accepted according to the Bureau of Materials Policy Memorandum, "Performance Graded Asphalt Binder Qualification Procedure." The Department will maintain a qualified producer list. These materials shall be free from water and shall not foam when heated to any temperature below the actual flash point. Air blown asphalt, recycle engine oil bottoms (ReOB), and polyphosphoric acid (PPA) modification shall not be used.

When requested, producers shall provide the Engineer with viscosity/temperature relationships for the performance graded asphalt binders delivered and incorporated in the work.

(a) Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 "Standard Specification for Performance Graded Asphalt Binder" for the grade shown on the plans and the following.

Test	Parameter
Small Strain Parameter (AASHTO PP 113) BBR, ΔTc, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5 °C min.

(b) Modified Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 "Standard Specification for Performance Graded Asphalt Binder" for the grade shown on the plans.

Asphalt binder modification shall be performed at the source, as defined in the Bureau of Materials Policy Memorandum, "Performance Graded Asphalt Binder Qualification Procedure."

Modified asphalt binder shall be safe to handle at asphalt binder production and storage temperatures or HMA construction temperatures. Safety Data Sheets (SDS) shall be provided for all asphalt modifiers.

(1) Polymer Modification (SB/SBS or SBR). Elastomers shall be added to the base asphalt binder to achieve the specified performance grade and shall be either a styrene-butadiene diblock, triblock copolymer without oil extension, or a styrene-butadiene rubber. The polymer modified asphalt binder shall be smooth, homogeneous, and be according to the requirements shown in Table 1 or 2 for the grade shown on the plans.

Table 1 - Requirements for Styrene-Butadiene Copolymer (SB/SBS) Modified Asphalt Binders		
Test	Asphalt Grade SB/SBS PG 64-28 SB/SBS PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SB/SBS PG 76-22 SB/SBS PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

Table 2 - Requirements for Styrene-Butadiene Rubber (SBR) Modified Asphalt Binders		
Test	Asphalt Grade SBR PG 64-28 SBR PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SBR PG 76-22 SBR PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
Toughness ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	110 (12.5) min.	110 (12.5) min.
Tenacity ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	75 (8.5) min.	75 (8.5) min.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	40 min.	50 min.

(2) Ground Tire Rubber (GTR) Modification. GTR modification is the addition of recycled ground tire rubber to liquid asphalt binder to achieve the specified performance grade. GTR shall be produced from processing automobile and/or truck tires by the ambient

grinding method or micronizing through a cryogenic process. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall not contain free metal particles, moisture that would cause foaming of the asphalt, or other foreign materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois Modified AASHTO T 27 "Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates" or AASHTO PP 74 "Standard Practice for Determination of Size and Shape of Glass Beads Used in Traffic Markings by Means of Computerized Optical Method", a 50 g sample of the GTR shall conform to the following gradation requirements.

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 µm)	95 ± 5
No. 50 (300 µm)	> 20

GTR modified asphalt binder shall be tested for rotational viscosity according to AASHTO T 316 using spindle S27. GTR modified asphalt binder shall be tested for original dynamic shear and RTFO dynamic shear according to AASHTO T 315 using a gap of 2 mm.

The GTR modified asphalt binder shall meet the requirements of Table 3.

Table 3 - Requirements for Ground Tire Rubber (GTR) Modified Asphalt Binders		
Test	Asphalt Grade GTR PG 64-28 GTR PG 70-22	Asphalt Grade GTR PG 76-22 GTR PG 76-28 GTR PG 70-28
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

(3) Softener Modification (SM). Softener modification is the addition of organic compounds, such as engineered flux, bio-oil blends, modified vegetable oils, glycol amines, and fatty acid derivatives, to the base asphalt binder to achieve the specified performance grade. Softeners shall be dissolved, dispersed, or reacted in the asphalt binder to enhance its performance and shall remain compatible with the asphalt binder with no separation. Softeners shall not be added to modified PG asphalt binder as defined in Articles 1032.05(b)(1) or 1032.05(b)(2).

An Attenuated Total Reflectance-Fourier Transform Infrared spectrum (ATR-FTIR) shall be collected for both the softening compound as well as the softener modified

asphalt binder at the dose intended for qualification. The ATR-FTIR spectra shall be collected on unaged softener modified binder, 20-hour Pressurized Aging Vessel (PAV) aged softener modified binder, and 40-hour PAV aged softener modified binder. The ATR-FTIR shall be collected in accordance with Illinois Test Procedure 601. The electronic files spectral files (in one of the following extensions or equivalent: *.SPA, *.SPG, *.IRD, *.IFG, *.CSV, *.SP, *.IRS, *.GAML, *.[0-9], *.IGM, *.ABS, *.DRT, *.SBM, *.RAS) shall be submitted to the Central Bureau of Materials.

Softener modified asphalt binders shall meet the requirements in Table 4.

Table 4 - Requirements for Softener Modified Asphalt Binders	
Test	Asphalt Grade SM PG 46-28 SM PG 46-34 SM PG 52-28 SM PG 52-34 SM PG 58-22 SM PG 58-28 SM PG 64-22
Small Strain Parameter (AASHTO PP 113) BBR, ΔTc, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5°C min.
Large Strain Parameter (Illinois Modified AASHTO T 391) DSR/LAS Fatigue Property, Δ|G*|peak τ, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	≥ 54 %

The following grades may be specified as tack coats.

Asphalt Grade	Use
PG 58-22, PG 58-28, PG 64-22	Tack Coat”

Revise Article 1031.06(c)(1) and 1031.06(c)(2) of the Standard Specifications to read:

“(1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin ABR shall not exceed the amounts listed in the following table.

HMA Mixtures - RAP/RAS Maximum ABR % 1/ 2/			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface 3/
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10

1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

3/ The maximum ABR percentages for ground tire rubber (GTR) modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.

(2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

HMA Mixtures - FRAP/RAS Maximum ABR % 1/ 2/			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface 3/
30	55	45	15
50	45	40	15
70	45	35	15
90	45	35	15
SMA	- -	- -	25
IL-4.75	- -	- -	35

1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

3/ The maximum ABR percentages for GTR modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes."

Add the following to the end of Note 2 of Article 1030.03 of the Standard Specifications.

"A dedicated storage tank for the ground tire rubber (GTR) modified asphalt binder shall be provided. This tank shall be capable of providing continuous mechanical mixing throughout and/or recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ±0.40 percent."

80441

PORTLAND CEMENT CONCRETE (BDE)

Effective: August 1, 2023

Revise the second paragraph of Article 1103.03(a)(4) the Standard Specifications to read:

> "The dispenser system shall provide a visual indication that the liquid admixture is actually entering the batch, such as via a transparent or translucent section of tubing or by independent check with an integrated secondary metering device. If approved by the Engineer, an alternate indicator may be used for admixtures dosed at rates of 25 oz/cwt (1630 mL/100 kg) or greater, such as accelerating admixtures, corrosion inhibitors, and viscosity modifying admixtures."

80451

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021
Revised: November 1, 2022

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

"The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations."

80439

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports .....1106.02"

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

"For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer's specifications."

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

"**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer's self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device."

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

"**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019."

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

"(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department's qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department's qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis."

80427

IDOT

BUREAU OF LOCAL ROADS

SPECIAL PROVISIONS

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION FOR INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Village of Bensenville

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

ADDITIONAL

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101. DEFINITION OF TERMS

In addition to the definitions included in Section 101 of Standard Specifications, the following shall apply:

Engineer – Village Engineer or representative employed by the Village.

Owner - shall be the Village of Bensenville.

Inspector - Village Engineer or representative employed by the Village.

Municipality - shall be the Owner.

102.01 ADVERTISEMENT, BIDDING, AWARD AND CONTRACT EXECUTION

Add the following to Section 102 of the Standard Specifications and to Check Sheet LRS 6:

Prequalification of Bidders. Each prospective bidder, in evidence of competence, shall furnish the Awarding Authority as a prerequisite to the release of proposal forms by the Awarding Authority, a certified or photostatic copy of a "Certificate of Eligibility" issued by the Illinois Department of Transportation, according to the IDOT "Prequalification Manual".

Proposal Guaranty. All bids must be accompanied by a bid bond, certified check, bank draft or irrevocable letter of credit payable to the “Village of Bensenville” or cash in an amount equal to ten percent (10%) of the total amount of the bid.

Consideration of Proposals. In the event of a discrepancy between unit bid prices and extensions, the unit bid prices shall govern.

Performance Bond. The successful bidder shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Contract Sum as a security for the faithful performance of the Contract. All costs for the Performance Bond will not be paid for separately, but shall be considered as included in the cost of the contract.

105.01 AUTHORITY OF ENGINEER

The authority of the Engineer as defined in Article 105.01 of the Standard Specifications shall be re-defined as follows:

"All work shall be done under the observation of the Engineer and shall be done in accordance with the requirements of the Contract. The Engineer shall decide all questions which arise as to the interpretation of the Plans and Specifications and as to disputes and mutual rights between Contractors under the Specifications. The Engineer shall advise the Owner as to the quality and acceptability of materials furnished and work performed, rate of progress of the work, and acceptable fulfillment of the Contract. The Engineer will determine the amount of materials furnished and work performed. The Engineer's advice and determinations shall be conditions precedent to the right of the Contractor to receive money due the Contractor under the Contract."

"The Engineer will notify the Contractor in writing if the work is to be suspended by the Owner wholly or in part due to the failure of the Contractor to carry out provisions of the contract; for failure to carry out orders; for such periods due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work or for any other condition or reason deemed to be in the public interest."

"In case of failure on the part of the Contractor to execute work as directed by the Engineer, the Owner may, at the expiration of a period of 48 hours after giving notice in writing to the Contractor, proceed to execute such work as may be deemed necessary, and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the contract."

The Engineer shall not assume any of the responsibilities of the Contractor's superintendent or of Subcontractors; shall not expedite the work for the Contractor; and shall not advise on, or issue directions concerning aspects of construction means, methods, techniques, sequences or procedures, or safety precautions in connection with the work.

105.05 COORDINATION OF THE CONTRACT DOCUMENTS

In addition to the requirements of Article 105.05 of the Standard Specifications, the Contractor will be required to fully acquaint himself, his staff, his sub-contractors and any and all representatives of his organization and his suppliers with the specific requirements of this project as described by the plans, the various specifications as referenced herein, the special provisions and the standard drawings prior to the execution of any work.

Any questions or the need for further clarification or supplemental data required by the Contractor shall be addressed to the Engineer before the work is started, preferably at the pre-construction conference. Depending on the nature of such questions or clarification required, it shall be at the discretion of the Contractor or the Engineer to establish such issues in writing.

Claims of ignorance regarding the requirements of the plans, specifications, special provisions and standard drawings will be disallowed and will in no way relieve the Contractor of his responsibility to construct the work in accordance with the provisions cited herein. All work which does not conform to the requirements of the contract will be considered unacceptable and subject to the provisions of Article 105.13 of the Standard Specifications.

105.10 AUTHORITY AND DUTIES OF RESIDENT ENGINEER

The provisions of Article 105.10 of the Standard Specifications shall not apply as there is no Resident Engineer for this project.

105.11 DUTIES OF THE INSPECTOR

In addition to the provisions of Article 105.11 of the Standard Specifications the inspector shall not assume any of the responsibilities of the Contractor's superintendent or of Subcontractors; shall not expedite the work for the Contractor; and shall not advise on, or issue directions concerning aspects of construction means, methods, techniques, sequences or procedures, or safety precautions in connection with the work.

107.02 WORKER'S COMPENSATION INSURANCE

In addition the requirements of Article 107.02 of the Standard Specifications, Certificates of Insurance shall be presented to the Owner within fifteen (15) days after the receipt by the Contractor of the Notice of Award and the unexecuted Contract, it being understood and agreed that the owner will not approve and execute the Contract until acceptable insurance certificates are received and approved by the Owner.

107.04 PERMITS AND LICENSES

In addition to the requirements of Article 107.04 of the Standard Specifications, the Contractor will be required to secure a permit from the Illinois Department of Transportation for work within the IL Route 19 (Irving Park Road) right-of-way.

The Illinois Department of Transportation will require the Contractor to post a Highway Permit Bond in the amount of $20,000 to insure that the work on IL Route 19 (Irving Park Road) meets the requirements of the Illinois Department of Transportation.

107.09 PUBLIC CONVENIENCE AND SAFETY

In addition to the requirements of Article 107.09 of the Standard Specifications, the Contractor shall maintain entrances and side roads along the proposed improvement; interference with traffic movements and inconvenience to owners of abutting property and public shall be kept to a minimum. Any delays or inconveniences caused the Contractor by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed.

Construction signs referring to temporary lane closures during work hours shall be removed or covered during the non-work hours. Excavation along the edge of pavement or other obstructions within 15 feet of the edge of pavement shall be barricaded during non-work hours.

The Contractor shall plan his work so that there will be no open holes in the pavement and that all barricades will be removed from the pavement during non-work hours.

During all construction operations, the Contractor will be required to provide, erect and maintain proper signage and barricades plus provide flagmen as necessary for safe traffic control. I.D.O.T. Standards 701501-06, 701606-10, 701701-10, 701701-10, 701801-06 and 701901-08 are applicable and are included by reference.

To insure that safe and efficient traffic control and protection is provided at all times, the Contractor shall provide to the Owner and the Engineer the telephone number of his employee or agent who is responsible for traffic control and protection and shall confirm that this representative will be available at any time, day or night, to correct, add to or modify any traffic control devices or provisions to assure safe and efficient traffic operations.

The Contractor will not be allowed to close any street to through travel without the prior approval of the Engineer. The Contractor will be required to provide all warning signs, barricades, traffic cones, flagmen and other appurtenances as the Engineer deems necessary to guarantee the safety of motorists and pedestrians during construction.

Cross streets will be closed as necessary with the Contractor supplying proper barricades and detour signing. The Contractor shall report all necessary closures to the Municipality Public Works Department, who will then notify the police and fire department.

This work shall be included in the cost of TRAFFIC CONTROL AND PROTECTION and will not be paid for separately.

107.15 STREET SWEEPING

This work shall be completed in accordance with Section 107.15 of the Standard Specifications except modified herein.

The Contractor shall also be responsible for cleaning the pavement of all dirt and debris from any vehicular traffic in addition to his own equipment. The Contractor shall be responsible to reduce the amount of dust on roadways within or adjacent to the limits of construction caused by dirt and debris tracked by traffic from within the limits of construction.

If, at the end of the day's operation, the pavement has not been cleaned to the satisfaction of the Engineer, street sweeping may be required. In addition, if needed, the pavement shall be swept every Friday afternoon. The Contractor will be given a 24-hour notice by the Engineer to sweep the pavement, which was not in the opinion of the Engineer, satisfactorily cleaned. If, after the 24-hour notice has expired, the Contractor has failed to sweep the pavement, the Village will sweep the pavement and deduct the cost of such work from moneys due the contractor.

A mechanical sweeper, mechanically driven air and handwork with shovel and broom shall be utilized to provide a clean street for the motoring public. Within 24 hours of placing prime coat and the laying of HMA, the contractor shall sweep the pavement and remove standing water, earth, weeds, leaves, dirt, construction debris and all loose material.

Basis of Payment: The Contractor will be paid two hours per each day of STREET SWEEPING that the pavement is swept regardless if the actual time to sweep the pavement is greater than or less than two hours

107.20R PROTECTION AND RESTORATION OF PROPERTY

In addition to the requirements of Article 107.20 of the Standard Specifications, the existing drainage facilities shall remain in use during the period of construction, unless otherwise noted in the Contract Plans.

Locations of existing drainage structures and sewers, as shown on the Contract plans, are approximate. Prior to commencing work, the Contractor, at his own expense shall determine the exact location of existing structures, which are within the proposed construction site.

All drainage structures are to be kept free from any debris resulting from construction operations. All work and material necessary to prevent accumulation of debris in the drainage structures will be considered as incidental to the Contract. Any accumulation of debris in the drainage structures resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

Unless reconstruction or adjustment of an existing manhole, catch basin, or inlet is called for in the contract plans or ordered by the Engineer, the proposed work shall meet the existing elevations of these structures. Should reconstruction or adjustment of

a drainage structure be required by the Engineer in the field, the necessary work and payment shall be done in accordance with Section 602 and 605 and Article 104.02 respectively of the Standard Specifications, unless otherwise noted in the plans or Special Provisions.

The Contractor shall take all necessary precautions when working near or above existing sewers in order to protect these pipes during construction from any damage resulting from his operations. Existing sewers damaged because of noncompliance with this provision shall be replaced as directed by the Engineer, in accordance with Section 550 of the Standard Specifications and at the Contractor's own expense, and no extra compensation will be allowed.

During construction, if the Contractor encounters or otherwise becomes aware of any sewers, underdrains or field drains within the right of way other than those shown on the plans, he shall so inform the Engineer who shall direct the work necessary to maintain or replace the facilities in service and protect them from damage during construction if maintained. Existing facilities to be maintained that are damaged because of noncompliance with this provision shall be replaced at the Contractor's own expense. Should the Engineer have directed the replacement of the facility, the necessary work and payment shall be done in accordance with Section 550 or 601 and Article 104.02 respectively of the Standard Specifications.

107.26 INDEMNIFICATION

In addition to the requirements of Article 107.26 of the Standard Specifications, the Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees against all loss, damage or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of injury to or death of any person or persons, including all persons performing any work under this Contract which may arise in any way in connection with the work to be performed under this Contract.

The Contractor shall also indemnify and save harmless the Owner, its officers, agents and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of, or in consequence of, any neglect in safeguarding the work: or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered for any claims or amounts arising or recovered under the "Workmen's Compensation Act", or any other law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the Owner for such purposes, may be retained for the use of the Owner; or in case no money is due, his surety shall be held until such suits, actions or claims have been settled and suitable evidence to that effect furnished to the Owner.

In addition, the Contractor shall hold the Owner, its officers, agents and employees harmless for any and all claims for labor, material, apparatus, equipment, fixtures or machinery furnished to the Contractor for the purpose of performing the work under the Contract; and the payment of all direct and indirect damages to any person, firm,

company or corporation suffered or sustained on account of the performance of such work during the time the Contract is in force.

In the event that, as a result of any agreement or actions taken, the Owner is made a party defendant in any litigation arising by reason of any agreement, the Contractor agrees to defend and hold harmless the Owner, it officers and agents, from any suits, claims, demands, set offs or other action reduced to judgement arising there from. The obligation of the Contractor therefore shall include and extend to payment of reasonable attorneys' fees for the representation of the Owner and its said officers and agents in such litigation and include expenses, court costs and fees; it being understood that the Contractor shall have the right to comply with such attorneys to represent the Owner and its officers and agents in such litigation subject to the approval of the Owner, which approval shall not be unreasonably withheld. The Contractor shall have the right to appeal to courts appellate jurisdiction any judgement taken against the Owner or its officers or agents in the respect, and the Owner shall join in any such appeal taken by the Contractor. The Contractor shall hold the Owner, its officers, agents and employees harmless for any and all claims for labor, material, apparatus, equipment, fixtures or machinery furnished to the Contractor for the purpose of performing the work under the contract; and the payment of all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time the contract is in force. The Contractor shall execute the "Hold Harmless Agreement" in the form attached.

107.27R INSURANCE

In addition to the requirements of Article 107.26 and 107.27 of the Standard Specifications, the following One Beacon RECOMMENDED CONTRACTURAL GUIDELINES shall apply.

In case of conflict between the minimum insurance limits as specified in the attached recommended One Beacon guidelines and the minimum limits specified in Article 107.27 of the Standard Specifications, the higher minimum level of insurance shall apply.

All costs for insurance required herein will not be paid for separately, but shall be considered as included in the cost of the contract.

SECTION 2.03

ONE BEACON RECOMMENDED CONTRACTUAL GUIDELINES FOR:

- **INSURANCE REQUIREMENTS**
- **INDEMNITY/HOLD HARMLESS**
- **SAFETY/LOSS PREVENTION**

I. INSURANCE REQUIREMENTS

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.

CG2037 - Completed Operations – (Exhibit C)
Required if box is checked ☑ ; and

B. Owners and Contractors Protective Liability (OCP) policy with the member as insured
Required if box is checked ☐ ; and

C. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

D. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.
Coverage required for employee exposure to lead, if box is checked ☑

E. Builder Risk Property Coverage with member as loss payee
Required if box is checked ☐.

F. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.
Required if box is checked ☐.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than the following, **if required under above scope**:

A. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000.

B. Owners and Contractors Protective Liability (OCP): $1,000,000 combined single limit per occurrence for bodily injury and property damage.

C. Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of $500,000 per accident.

E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.

F. Environmental Impairment/Pollution Liability: $1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the member. At the option of the member, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

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

A. General Liability and Automobile Liability Coverages

1. The member, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor’s work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the member, its officials, agents, employees and volunteers.

2. The Contractor's insurance coverage shall be primary as respects the member, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the member, its officials, agents, employees and volunteers.

4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not “follow form,” then the Contractor shall be required to name the member, its officials, agents, employees and volunteers as additional insureds.

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

B. Workers' Compensation and Employers' Liability Coverage *

The insurer shall agree to waive all rights of subrogation against the member, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality (negotiable -- may not be needed on smaller contracts with limited exposure).

1. NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers’ compensation coverage applies under contractors coverage rather than member’s if the member is borrowing, leasing or in day to day control of contractors employee.
Required if box is checked ☑.

[* Special Note to Member: If a member borrows, leases, or is in the day-to-day control of a Contractor's employee, the member should require the actual employer or contractor to name the member as an Alternative Employer under their Workers' Compensation and Employer's Liability coverage and have an NCCI Alternate Employer Endorsement (WC 000301). This will ensure that the Workers' Compensation coverage applies under the Contractor's coverage, rather than the member's.]

C. Professional Liability (Required if box is checked ☐)**

1. Professional liability insurance with limits not less than $1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed $50,000 without prior written approval.

2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

3. Provide a certified copy of actual policy for review.

4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

   a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;

   b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

D. All Coverages

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

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VERIFICATION OF COVERAGE

Contractor shall furnish the member with certificates of insurance naming the member, its officials, agents, employees and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the member and are to be received and approved by the member before any work commences. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The member reserves the right to request full certified copies of the insurance policies and endorsements.

SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ASSUMPTION OF LIABILITY

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

II. INDEMNITY/HOLD HARMLESS PROVISION ***[Note to Member: Include as separate section of the contract.]***

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the member, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the member, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the member, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the member, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the member, its officials, agents and employees as herein provided.

Optional Paragraph:

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the member, may be

retained by the member to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the member.

III. SAFETY/LOSS PREVENTION

It is recommended that the following requirements be included in some form in all member bid packets and that compliance be confirmed prior to initiation of contract work:

Safety/Loss Prevention Program Requirements

- Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.

- Evidence of completed employee safety training can be provided.

Regulatory Requirements

- Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

- Evidence of specific regulatory compliance will be provided by bidder, if required by owner.

EXHIBIT A

CG 20 10 03 97

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULE PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

_____

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

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EXHIBIT B

CG 20 26 11 85

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

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EXHIBIT C

POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location and Description of Completed Operations
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products—completed operations hazard".

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EXHIBIT D (EXAMPLE)

***ACORD*TM** **CERTIFICATE OF LIABILITY INSURANCE**		**DATE** (MM/DD/YYYY) Completed
PRODUCER Fully Completed	**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**	
	INSURERS AFFORDING COVERAGE	**NAIC #**
INSURED Fully Completed	INSURER A: Name of Insurance Company	Completed
	INSURER B: Name of Insurance Company	Completed
	INSURER C: Name of Insurance Company	Completed
	INSURER D: Name of Insurance Company	Completed
	INSURER E: Name of Insurance Company	Completed

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	**GENERAL LIABILITY** CG001 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ OWNERS & CONT PROT ((IF REQUIRED) ☐ _____ GEN'L AGGREGATE LIMIT APPLIER PER: ☐ POLICY ☐PROJECT ☐ LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea. Occur.)	$ 50,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS-COMP/OP AGG	$ 1,000,000
A		**AUTOMOBILE LIABILITY** CA001 ☒ ANY AUTO CA001 ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident)	$ 1,000,000
						BODILY INJURY (PER PERSON)	$
						BODILY INJURY (PER ACCIDENT)	$
						PROPERTY DAMAGE (PER ACCIDENT)	$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
						OTHER THAN EA ACC	$
						AUTO ONLY: AGG	$
B	X	**EXCESS UMBRELLA LIABILITY** ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	$ per request
						AGGREGATE	$ per request
C		**WORKES COMPENSATION AND EMPLOYERS' LIABIITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	☒ WC STATU- ☐ OTHER TORY LIMITS	
						E.L. EACH ACCIDENT	$ 500,000
						E.L. DISEASE-EA EMPLOYEE	$ 500,000
						E.L. DIESEASE-POLICY LIMIT	$ 500,000
		OTHER Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.

CERTIFICATE HOLDER	**CANCELLATION**
Additional Insured: Member, its officials, employees, agents and volunteers.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
	SIGNATURE OF AUTHORIZED AGENT

ACORD 25 (2001/08) © ACORD CORPORATION 1988

EXHIBIT E

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Name of Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability “arising out of your work”.

For purposes of this endorsement, “arising out of your work” shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

107.36 DUST CONTROL WATERING

This work shall consist of implementation of dust control procedures in accordance with Article 107.36 of the Standard Specifications except as follows:

Dust shall be controlled by the uniform application of sprinkled water and shall be applied only when directed by the Engineer, in a manner meeting his approval.

This work shall consist of the exclusive control of dust resulting from construction operations and is not intended for use in the compaction of earth embankments, as specified under Article 205.06 of the Standard Specifications.

All equipment used for this work shall meet with the Engineer's approval and shall be equipped with adequate measuring devices for metering the exact amount of water discharged. All water used shall be properly documented by ticket or other approved means.

This work will be measured in units of water applied. One unit will be equivalent to 1,000 gallons of water.

Basis of Payment: This work will be paid for at the contract unit price per unit as DUST CONTROL WATERING, which price shall be payment in full for furnishing all labor, water and equipment for controlling dust as herein specified.

107.18 USE OF FIRE HYDRANTS

In addition to the requirements of Article 107.18 of the IDOT Standard Specifications, construction water must be obtained from a tank truck and not from municipal fire hydrants. Arrangements for filling a tank truck shall be made with the Village of Bensenville Public Works Department, 717 East Jefferson Street, Bensenville, Illinois.

108.01 SUBLETTING OF CONTRACT

In addition to the requirements of Article 108.01 of the Standard Specifications within fifteen (15) days after the Notice of Award of contract, the Contractor shall submit for approval to the Engineer a list of all the sub-contractors that are to be performing or constructing any type of work in this Contract. The list shall include the sub-contractor's name and address, and the type and amount of work to be performed by the sub-contractor.

108.02 PROGRESS SCHEDULE

The provisions of Article 108.02 of the Standard Specification should be modified to read as follows:

"The Contractor shall submit a Progress Schedule to the Engineer for approval not more than 15 working days after the Notice of Award of the Contract. This schedule will show the order in which the Contractor proposes to carry on the work, the dates on which he will start controlling items, and the contemplated dates for completing controlling items. The Contractor's submission may be a critical path flow chart, bar graph or other appropriate device of the Contractor's choice and shall clearly indicate the various types of work to be in progress at any point through the term of the Contract. The Progress Schedule shall show that each of the stages of the Contract will be substantially completed within the time provided in the Contract Documents. The Contractor will be required to include a statement regarding the number of days per week and the number of hours per day which he plans to work.

108.05R COMPLETION DATE

In addition to the requirements of Article 108.05 of the IDOT Standard Specifications, the following restrictions shall apply:

No work shall be performed which requires the temporary stoppage of traffic for any reason between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. Monday through Friday. Additionally, no work shall be performed before sunrise, after sunset, or on Saturdays or Sundays unless the Engineer's written permission is obtained.

For this contract, Work shall be substantially completed by June 28, 2024, with Final Completion by September 20, 2024. Substantial completion is defined as all items except landscaping. If landscaping is delayed until September, then Contractor will be responsible to maintain topsoil, weeds, etc. until complete.

108.06 LABOR, METHODS AND EQUIPMENT

The provisions of Article 108.06 of the Standard Specifications shall apply except that the Owner, not the Engineer, shall have the authority to suspend the work due to the Contractor's failure to remove persons, who in the opinion of the Engineer, do not perform the work in a proper manner or are intemperate or disorderly; or due to the Contractor's failure to furnish suitable and sufficient personnel for the proper prosecution of the work.

108.07 SUSPENSION OF WORK

The provisions of Article 108.07 of the Standard Specifications shall apply except that the provisions shall be modified such that the Owner, not the Engineer, shall have the authority to suspend the work wholly or in part. The Engineer shall make recommendations to the Owner that the work be suspended. The Contractor shall not suspend the work without written authority from the Owner and the Engineer.

109.07 PARTIAL PAYMENTS AND RETAINAGE

In addition to the requirements of Article 109.07 of the Standard Specifications and at the Contractor's discretion, once each month the Contractor will formulate and submit to the Engineer an approximate estimate, in writing, of materials in place complete, the amount of work performed, and the value thereof, at the contract unit price.

Ten (10%) retainage of the total project cost shall be retained until the final payment for the project.

Payment will not be made until satisfactory waivers of lien are received and approved by the Owner.

109.08 ACCEPTANCE AND FINAL PAYMENT

In addition to the requirements of Article 109.08 of the Standard Specifications, the Contractor will be responsible for formulating and submitting to the Engineer the final estimate and invoice, in writing. This invoice will be reviewed by the Engineer and revised, if necessary, to show "As-built" quantities and dimensions. The Engineer will then forward the final invoice or revised final invoice to the Corporate Authorities of the Owner for approval and acceptance of work.

Payment will not be made until satisfactory waivers of lien and certified payrolls are received and approved by the Owner.

201#02 PRUNING FOR SAFETY AND EQUIPMENT CLEARANCE

This work shall consist of pruning existing trees, shrubs and bushes in accordance with Article 201.05 (c) of the Standard Specifications, except as modified herein.

In addition to Article 201.05 (c), tree trimming and pruning shall extend three feet (one meter) horizontally outside the proposed aggregate shoulder or back of curb. Pruned and trimmed materials shall be disposed of in accordance with Article 202.03.

Pruning shall be identified by the Contractor prior to commencement of the project and approved by the Village.

Basis of Payment: This work will not be paid for separately but shall be considered included in the cost of the contract; including trimming of all trees, shrubs and bushes and the offsite disposal of all pruned or trimmed materials.

202#02R REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

This work shall consist of the excavation, removal and satisfactory disposal of all unsuitable material necessary for the construction of the improvements. All work shall be in accordance with Section 202 of the Standard Specifications, except as modified herein.

This work shall not include the removal and disposal of contaminated material, bituminous or PCC driveways, PCC sidewalks, and curb or combination curb and gutter. The removal and satisfactory disposal of these items will be measured and paid for separately. Excavation required for the construction of Stabilized Driveways and PCC Driveways shall be considered incidental to those pay items.

The Owner reserves the right to increase or reduce the quantity or to delete this pay item from the Contract. The Contractor is not entitled to compensation for any changes in quantities for this pay item.

In accordance with the IEPA uncontaminated soil regulations, the Contractor will be responsible to provided and completed an IEPA Form LPC-662 or LPC-663 certifying to the best knowledge that the soil is suitable for fill in a CCDD or uncontaminated fill facility. All sampling, testing, documentation and coordination for preparation of the IEPA form will not be paid for separately but consider included in the coat of REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL.

Basis of Payment: This work shall be measured and paid for at the Contract unit price per cubic yard for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL, which price shall be considered full compensation for completing this work as specified.

CONTAMINATED WASTE DISPOSAL

This work shall consist of the excavation and satisfactory disposal of any Contaminated Waste encountered during construction. In the event that Contaminated Waste is encountered, the disposal of the material shall be compensated for as CONTAMINATED WASTE DISPOSAL.

This pay item is for contingency purposes only. The Owner reserves the right to increase or reduce the quantity or to delete this pay item from the Contract. The Contractor is not entitled to compensation for any changes in quantities for this pay item.

Work required for the excavation, removal and disposal of uncontaminated material necessary for the construction of the proposed underground utilities shall be considered included in the cost of associated contract pay items.

Excavated material shall be considered CONTAMINATED WASTE DISPOSAL after one (1) of the following conditions are met:

- The Contractor's "clean-fill" dump facility rejects an individual load of excavated material. The Contractor shall provide the Engineer with the CCDD Load Rejection Form.
- A Contractor-employed environmental consultant performs on-site sampling and discovers areas of contamination. In this situation, the Contractor's environmental consultant shall coordinate with the Village to determine acceptable limits of the contamination. The Village reserves the right to independently perform their own soil tests.

The Contractor shall provide the Special Waste Tracking Receipt / Manifest and the Weight Ticket with tonnage to the Engineer for each load of Contaminated Waste. These items shall include the truck number and date.

Basis of Payment: Regardless of actual quantity, this work shall be paid for at the Contract unit price per cubic yard for CONTAMINATED WASTE DISPOSAL, which price shall be considered full compensation for all sampling, testing, documentation, coordination, handling and transportation necessary for the excavation and disposal of all contaminated material.

207.01 POROUS GRANULAR EMBANKMENT, SPECIAL

This work shall consist of removing and disposing of unsuitable subgrade and furnishing, placing, and compacting porous granular material to the lines and grades designated by the Engineer in accordance with the applicable portions of Sections 202 and 207 of the Standard Specifications. The material shall be used as a bridging layer over soft, pumping, loose soil areas and for placement under water. The material shall conform with Article 1005.01of the Standard Specifications except the gradation as follows:

1. Crushed Stone and Crushed Concrete**

Sieve Size	Percent Passing
*6" (150 mm)	97 + 3
*4" (100 mm)	90 + 10
2" (50 mm)	45 + 25
#200	5 + 5

2. Gravel, Crushed Gravel and Pit Run Gravel

Sieve Size	Percent Passing
*6" (150 mm)	97 + 3
*4" (100 mm)	90 + 10
2" (50 mm)	55 + 25
#4	30 + 20
#200	5 + 5

*For undercut greater than 18" (0.5 meters) the percent passing the 6" (150 mm) sieve may be 90 + 10 and the 4" (100 mm) sieve requirements eliminated.

**Shall only be used when approved by the Engineer.

The porous granular material shall be placed in one lift, when the total thickness to be placed is two feet thick or less or as directed by the Engineer. Rolling each lift of the porous granular material with a vibratory roller meeting the requirements of Article 1101.01 of the Standard Specifications should be sufficient to obtain the desired keying or interlock and necessary compaction. The Engineer shall verify that adequate keying has been obtained.

A three-inch nominal thickness top lift of capping aggregate having a gradation of CA-6 will be required when Sub-Base Granular Material is not specified on the Typical Section. The use of recycled materials such as crushed concrete, slag, asphalt millings, etc. for the capping stone will not be permitted.

This work will be measured for payment in accordance with Article 207.04 of the Standard Specifications. The theoretical elevation of the bottom of the aggregate sub-base shall be used to determine the upper limit of the excavation. The volume will be computed by the method of average end areas.

Basis of Payment: This work shall be paid for at the contract unit price per cubic yard for POROUS GRANULAR EMBANKMENT, SPECIAL which price shall include the earth excavation and capping aggregate, as required.

It should be noted that this pay item will be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown in the specifications.

208.01 TRENCH BACKFILL:

This work shall consist of furnishing and transporting aggregate for use as backfilling material for all storm sewer trenches, sanitary sewer trenches, service line trenches, and water main trenches made in the subgrade of the proposed improvement, and all trenches outside of the subgrade where the inner edge of the trench is closer than two feet (2') to the back of the proposed curb & gutter, stabilized shoulder, curb, driveway or sidewalk. This work shall be done in accordance with Section 208 of the Standard Specifications, except as modified herein.

Material used for trench backfill shall be crushed aggregate of CA-7 or CA-11 gradation and shall meet the requirements of Section 1004.05 of the Standard Specifications except that crushed concrete and slag will not be allowed.

Trench backfill shall be compacted in accordance with Method 1 as described in Article 550.07 of the Standard Specifications. Compaction methods 2 (ponding) and 3 (jetting) will not be permitted.

Backfill will be placed up to existing pavement sub-grade or ground sub-grade, as appropriate. The removal of unused backfill will be incidental. This work will be measured for payment in accordance with Section 208 of the Standard Specifications, the details on the plans, and Select Granular Backfill special provision for water main backfill.

Basis of Payment: Trench Backfill shall be measured in accordance with Article 208.03 of the Standard Specifications, with strong adherence to 208.03(a) and Article 202.07(a). This work will be paid for at the contract unit price per cubic yard of TRENCH BACKFILL.

GEOTECHNICAL FABRIC FOR GROUND STABILIZATION

This work shall consist of furnishing and installing geotechnical fabric in subgrades designated by the Engineer in accordance with the applicable portions of Sections 210 of the Standard Specifications except as modified herein.

The geotechnical fabric shall be TriAx Geogrid manufactured by Tensar International Corporation of Alpharetta, Georgia or approved equal.

Basis of Payment: This work shall be measured in accordance with Article 210.06 of the Standard Specifications and shall be paid for at the contract unit price per square yard for GEOTECHNICAL FABRIC FOR GROUND STABILIZATION, which price shall be payment in full for completing the work as specified herein.

252 SODDING, SALT TOLERANT

This work shall consist of preparing the ground surface, applying fertilizer nutrients and furnishing and placing salt tolerant sod in the areas designated by the Engineer. The preparation of the ground surface shall include removal of the existing sod and any excavation, if necessary, of the existing ground to obtain the required 4” minimum depth of topsoil. This excavation will not be paid for separately, but shall be included in the cost of SODDING, SALT TOLERANT (SPECIAL). All work shall be in accordance with the applicable portions of Sections 211 and 252 of the Standard Specifications.

180 pounds of fertilizer nutrients per acre shall be applied at a 1:1:1 ratio as follows:

Nitrogen Fertilizer Nutrients	60 lbs/acre
Phosphorus Fertilizer Nutrient	60 lbs/acre
Potassium Fertilizer Nutrient	60 lbs/acre

Watering shall be done as directed by the Engineer, in accordance with Articles 252.08 and 252.09 of the Standard Specifications.

The sodded areas shall be guaranteed by the Contractor for a period of one (1) year after installation. During this period all defective areas caused by inadequate watering, salt damage, pedestrian and traffic damage or other reasons, shall be repaired at the Contractor’s expense.

The Village reserves the right to postpone placement of sod if weather conditions are found to be unsuitable for effectively growing sod. The Contractor will be responsible to keep all weeds and other vegetation under six (6) inches in height. Weed control will not be paid for separately, but shall be included in the cost of SODDING, SALT TOLERANT.

Basis of Payment: This work will be measured in place and paid for at the contract unit price per square yard for SODDING, SALT TOLERANT, which price shall be full compensation for all labor, equipment, and material to complete the work as specified herein.

280#02 TEMPORARY EROSION CONTROL

The requirements of Article 280.05 of the Standard Specifications shall be modified as follows.

Maintenance of temporary erosion control systems, including repair of the various systems, removal and disposal of entrapped sediment and clearing of any silt filter fabric will not be paid for separately, but shall be included in the unit bid cost for the temporary erosion control system.

402#01R AGGREGATE FOR TEMPORARY ACCESS

This work shall consist of construction and maintenance of an aggregate surface course for temporary roads and approaches as specified in Article 107.09 of the Standard Specifications and as specified herein.

Aggregate surface shall be constructed in accordance with the applicable portions of Section 402 of the Standard Specifications except that the equipment required for the work will be as directed by the Engineer prior to construction.

Maintenance shall consist of placing and compacting additional aggregate of the same type and gradation as the surface aggregate.

Aggregate used for temporary access and driveway maintenance shall be of CA-6 gradation and shall meet the requirements of Article 1004.04 of the Standard Specifications, except the use of crushed concrete and blast furnace slag will not be allowed. The use of reclaimed asphalt pavement (RAP) material resulting from the cold milling of existing bituminous concrete hot-mix pavement structure may be permitted at the discretion of the Engineer.

When the use of the temporary roads and approaches is discontinued, the surface aggregate placed in its construction and maintenance shall be removed and utilized in the permanent construction or otherwise disposed of as specified in Article 202.03. RAP material used in construction or maintenance shall be removed and disposed of offsite when use of the temporary roads and approaches is discontinued.

Basis of Payment: This work will be paid for at the contract unit price per ton for AGGREGATE FOR TEMPORARY ACCESS, which price shall include all costs of furnishing, placing, removing and disposing of aggregate used in the construction of temporary roads and approaches.

TEMPORARY RAMPS

This work consists of the installation and removal of temporary ramps at all intersections and driveways in the total reconstructed areas. The width of the ramps shall match the street and driveway widths. The installation of the ramps shall be installed within the time constraints as follows:

A. Intersection Ramps – By 5:00 P.M. of the same day after commencing the pavement removal at each intersection.
B. Driveway Ramps – By 5:00 P.M. of the same day after commencing pavement removal contiguous to each driveway.

The Contractor may use stone, steel plates or any other means approved by the Engineer to maintain access. If stone is used and kept clean, it may be used in the construction of the driveways or roadway, with permission of the Engineer.

Basis of Payment: This work will not be paid for separately but shall be included in the cost of AGGREGATE FOR TEMPORARY ACCESS.

311R SUB-BASE GRANULAR MATERIAL, TYPE B, 6"

This work shall be performed in accordance with Section 311 of the Standard Specifications except as modified herein.

The granular material shall have a CA-6 gradation. The use of recycled materials such as crushed concrete, slag, asphalt millings, etc. will not be permitted.

This item will be measured and paid for from edge of pavement to edge of pavement. Sub-base stone under and behind PCC shoulder shall be considered included in the cost of PORTLAND CEMENT CONCRETE SHOULDERS of the thickness specified.

Basis of Payment: This item will be paid at the contract unit price per square yard of SUB-BASE GRANULAR MATERIAL, TYPE B, 6", which price shall be full compensation for all labor, equipment and material to complete the work as specified herein.

408.00 BITUMINOUS MATERIALS (PRIME COAT) AND (TACK COAT)

This work shall be completed in accordance with Section 406 and 408 of the IDOT Standard Specifications.

On the existing bituminous binder and concrete surface, the material shall be RC-70, applied at a rate not to exceed 0.10 gallons per square yard and 0.50 gallons per square yards on aggregate base course. Bituminous materials shall be placed a minimum of 12 hours prior to placing the surface course.

Contractor shall erect FRESH OIL signs prior to placement of prime.

Basis of Payment: This work will be made at the contract unit price per POUND for BITUMINOUS MATERIALS (PRIME COAT) or BITUMINOUS MATERIALS (TACK COAT).

DETECTABLE WARNINGS

This work shall consist of constructing a surface of truncated domes in accordance with the applicable portions of Section 424 of the Standard Specifications and plan details, except as modified herein.

Composite ADA tiles, 2' x 5' shall be used or as specified in the plans in accordance with ADA requirements and IDOT Standard Details for curb ramps.

Detectable warnings shall be Armor-Tile, Access Tile, Tuftile Tactile Systems Federal number 22144 Brick Red, or approved equal. Detectable warnings shall consist of truncated domes meeting the requirements of ADAAAG/PROWAG and the details shown on the plans. Panels shall be installed full width of the walk (2" max concrete border allowed) in accordance with the latest PROWAG guidelines and at the direction of the Engineer.

Shop drawings shall be submitted to the engineer for approval before installation.

Basis of Payment: This work will be measured and paid for at the contract unit price per each of DETECTABLE WARNINGS and shall include the cost of the tile and installation.

424 PORTLAND CEMENT CONCRETE SIDEWALK

This work consists of the construction of new Portland cement concrete sidewalk at locations shown on the plans, in accordance with Sections 424 of the Standard Specifications, the details on the plans and as directed by the Engineer.

Contraction joints shall be tooled with ¾ inch radius and 1" depth at 5 feet on center.

A 2" thick aggregate limestone base course shall be constructed under all proposed sidewalks. Aggregate used for the base course shall be of CA-6 gradation and shall meet the requirements of Article 1004.04 of the Standard Specifications, except the use of crushed concrete and slag will not be allowed. The aggregate used for base course shall be considered included in the cost of PORTLAND CEMENT CONCRETE SIDEWALK and will not be paid for separately.

Basis of Payment: This work will be measured and paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK of the thickness specified, which price shall include all labor, material and equipment to construct the new sidewalk as specified herein.

STAMPED PORTLAND CEMENT CONCRETE SIDEWALK

This work consists of the construction of new colored stamped Portland cement concrete sidewalk at locations shown on the plans, in accordance with Sections 424 of the Standard Specifications, the details on the plans and as directed by the Engineer.

Contraction joints shall be tooled with ¾ inch radius and 1" depth at 10 feet on center.

The pattern of the colored stamped concrete shall be a New Brick Herringbone (BST-6000) pattern manufactured by Butterfield Color of Aurora, Illinois or as directed by the Owner.

The color of the stamped concrete shall be integrally colored throughout the concrete and shall be U34-Brick Red Uni-Mix with a Clear Guard cure and seal of which both are manufactured by Butterfield Color of Aurora, Illinois or as directed by the Owner. The contractor shall use Butterfield Color Clear Liquid Release with the stamp to prevent it from sticking to the concrete. H&C SharkGrip Slip Resistant Additive shall be used with the sealer product to make a slip-resistant surface.

Catalog materials shall be submitted to the Village for approval prior to ordering these materials.

A 2" thick aggregate limestone base course shall be constructed under all proposed sidewalks. Aggregate used for the base course shall be of CA-6 gradation and shall meet the requirements of Article 1004.04 of the Standard Specifications, except the use of crushed concrete and slag will not be allowed. The aggregate used for base course shall be considered included in the cost of PORTLAND CEMENT CONCRETE SIDEWALK and will not be paid for separately.

Method of Measurement: This work shall be measured for payment in place and the area computed in square feet. Any colored concrete sidewalk, even if not stamped, shall be measure and paid for as STAMPED PORTLAND CEMENT CONCRETE SIDEWALK.

Basis of Payment: This work shall be paid for at the contract unit price per square foot for STAMPED PORTLAND CEMENT CONCRETE SIDEWALK, of the thickness specified, which price shall include all labor, material and equipment to construct the new colored stamped sidewalk as specified herein.

440 DRIVEWAY PAVEMENT REMOVAL

This work shall consist of removing existing hot-mix asphalt and P.C.C. driveway pavements regardless of thickness in accordance with the applicable portions of Section 440 of the Standard Specifications. This work shall also include the removal of any driveway edge treatments including but not limited to aggregate, timber and Portland Cement Concrete.

Any existing aggregate along the edge of the driveway shall be carefully removed and stored for reuse. After the driveway construction has been completed, the aggregate shall be replaced along the edge of the drive. The cost of replacing the aggregate edge treatment shall be considered included in the cost of this pay item.

Any existing timber edge treatments shall be carefully removed and stored for reuse. Whenever possible, the timber edge treatments shall be disassembled without sawing. After the driveway construction has been completed, the timber edge treatments shall be reassembled to their original condition. The cost of reassembling the timber edge treatments shall be considered included in the cost of this pay item.

The Contractor shall perform a full-depth saw cut across the driveway at the location designated by the Engineer. Any portion of the existing driveway, which is damaged as a result of the removal activities, shall be removed and replaced at the sole expense of the Contractor.

The driveway width and length will be measured to determine the area eligible for payment. The removal of aggregate, timber and P.C.C. edge treatments shall be considered included in the cost of this pay item and will not be measured separately.

Basis of Payment: This work will be paid for at the contract unit price per square yard of DRIVEWAY PAVEMENT REMOVAL which price shall include any necessary labor.

440#09 CONCRETE BREAKERS

When removing pavement, curb and gutter, shoulder, and/or any other structures, the use of any type of concrete breakers which might damage the underground public or private utilities will not be permitted. Under no circumstances will the use of a frost ball be permitted.

550#01 BACKFILLING STORM SEWER UNDER ROADWAY

For storm sewer under the roadway, backfilling methods two (ponding) and three (jetting) described under the provisions of Article 550.07 of the Standard Specifications will not be allowed.

606#01 PROTECTIVE COAT AND CURING OF P.C. CONCRETE

This work shall consist of applying a protective coat to Portland cement concrete. Protective Coat shall be applied to all new concrete gutter flags, faces and tops of curbs, concrete medians, sidewalks and driveway pavements in accordance with the requirements of Article 420.18 of the Standard Specifications except that it shall be applied regardless of the time of year.

The P.C. Concrete surface shall be cured in accordance with Article 1020.13 of the Standard Specifications with the following exception: "On non-traffic P.C. Concrete surface areas, the use of linseed oil emulsion curing compound will be permitted. The linseed oil curing compound shall meet the requirements of Article 1023.01 of the Standard Specifications. In addition, the oil phase of the emulsion shall consist of 85 percent by volume boiled linseed oil and 15 percent by volume Z-8 bodies linseed oil. The linseed oil emulsion curing compound shall be applied with a mechanical sprayer meeting the requirements of Article 1101.09(b). Membrane curing will not be permitted between November 1 and April 15."

Basis of Payment: The protective coat will be measured and paid for at the contract unit price per square yard for PROTECTIVE COAT, which price shall be payment in full for furnishing all materials, labor and equipment necessary to complete the work as herein specified and to the satisfaction of the Engineer. The curing will not be paid for separately but shall be considered as incidental to the item requiring curing.

565 DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED

This work shall consist of adjusting existing domestic water service boxes to the proposed finished grade at the locations indicated on the plans, or as directed by the Engineer, and in accordance with the applicable portions of Section 565 of the Standard Specifications.

Each existing domestic water service box requiring adjustment shall only be measured for payment once.

Basis of Payment: This work will be measured and paid for at the contract unit price each for DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED, which price shall include all materials, labor, and equipment necessary to complete this work.

603.02 DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED

This work shall consist of adjusting utility structures in accordance with Section 603 of the Standard Specifications and provide and install a new frame and grate as specified by the Engineer or as noted on the construction drawings, except as modified herein.

This work shall include the adjustment of all storm manholes, catch basins and inlets. This work shall also include the adjustment of all water valve vaults and sanitary sewer manholes.

The adjustment of sanitary sewer manholes will include providing and installing a Cretex or approved equal chimney seal.

All broken or deteriorated adjusting rings or bricks shall be removed and replaced with new pre-cast concrete adjusting rings. The use of steel “cheater” rings inside of frames shall not be allowed.

A new Frame and Grate shall be provided in accordance with the details enclosed herein, at locations specified by the engineer. The new frame and lid shall be paid for per each as FRAMES AND LIDS of the type specified.

Basis of Payment: This work will be paid for at the contract unit price per each for DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED.

603.03 DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED

This work shall consist of reconstructing utility structures in accordance with Section 603 of the Standard Specifications except as modified herein.

This work shall include the reconstruction of all storm manholes, catch basins and inlets as designated by the Engineer or as shown on the plans. This work shall also include the reconstruction of all water valve vaults and sanitary sewer manholes.

The reconstruction of sanitary sewer manholes will include providing and installing a Cretex or approved equal chimney seal.

A new frame and lid shall be provided where indicated on the plan or as directed by the Engineer. The new frame and lid shall be paid for per each as FRAMES AND LIDS of the type specified.

Basis of Payment: This work will be paid for at the contract unit price per each for DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCED.

604#02 FRAMES AND GRATES

This work shall consist of furnishing and installing frames, grates, lids and covers, on new or existing structures, where such items are not included in the cost of the drainage or utility structures involved.

The Contractor shall remove and deliver all existing frames, lids and grates to the Municipality's Public Works Department. Any salvaged frames and grates damaged by the Contractor shall be replaced with new frames and grates by the Contractor at his expense.

Precast concrete adjusting rings shall be used to bring the specified casting to the finished grade of the proposed improvement. Mortar shall be placed in joints between adjusting rings and under castings for adjustment within the pavement. Bituminous mastic may be used for adjustment outside pavement. Lids for manholes shall be self-sealing with concealed pick holes.

Lids for combined sewer and sanitary sewer manholes shall have the words “VILLAGE OF BENSENVILLE” and "SANITARY” cast into them. Lids for storm sewer manholes shall have the words “VILLAGE OF BENSENVILLE” and "STORM" cast into them. Lids for water valve vaults shall have the word “VILLAGE OF BENSENVILLE” and "WATER" cast into them.

Basis of Payment: This work shall be measured and paid for at the Contract unit price each for FRAMES, GRATES, FRAMES AND GRATES, FRAMES AND LIDS and FRAMES AND COVERS, of the types specified.

REMOVING MANHOLES AND INLETS

This work shall consist of the removal and the disposal of all manholes and inlets and backfilling the excavating as shown in the plans. All work shall be performed in accordance with Section 605 of the Standard Specifications and as directed by the Engineer. Unless otherwise directed by the Engineer, no pavement removal will be allowed for removal of the inlets at the edge of pavement.

All existing frames, lids and grates shall be delivered to the Municipality.

If the outlet and inlet pipes are not being removed but are to be abandoned, then this work shall also include sealing the ends of the pipes with concrete or brick masonry. Filling the hole left by the removal of the drainage structure with Trench Backfill is part of this work and will not be paid for separately.

Basis of Payment: The work will be measured and paid for at the contract unit price per each for REMOVING MANHOLES and REMOVING INLETS, which price shall be payment in full for completing this work as specified.

606#03R COMBINATION CONCRETE CURB AND GUTTER

This work shall consist of constructing combination concrete curb and gutter of the cross section detailed on the plans to the limits and elevations as shown on the plans or as directed by the Engineer. All work shall be done in accordance with Section 606 of the Standard Specifications and the details shown on the plans, except as modified herein.

An 8" thick crushed limestone aggregate base course shall be constructed under all proposed combination concrete curb and gutter. Aggregate used for the base course shall be of CA-6 gradation and shall meet the requirements of Article 1004.04 of the Standard Specifications, except the use of crushed concrete and blast furnace slag will not be permitted. The aggregate used for base course shall be considered as included in the cost of this pay item.

The subgrade and forms SHALL be checked and approved by the Engineer before the concrete is placed.

Basis of Payment: This work shall be measured and paid for at the Contract unit price per foot (meter) for COMBINATION CONCRETE CURB AND GUTTER, of the type specified, which price shall be considered payment in full for completing this work as specified herein.

1004 COURSE AGGREGATES

All Course Aggregate shall conform with Article 1004 of the Standard Specifications except the use of recycled materials such as crushed concrete, slag, asphalt millings, etc. will not be permitted.

For the purpose of this Contract, all Course Aggregate shall be crushed limestone.

671#01 MOBILIZATION

The requirements of Article 671 of the Standard Specifications shall be modified as follows.

Any costs incurred by Mobilization shall not be paid for separately but shall be considered as included in the cost of the Contract.

701#01 TRAFFIC CONTROL PLAN

Traffic control shall be in accordance with the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, the Traffic Specifications and the Special Provisions contained herein.

With respect to this project, the Contractor will be required to provide all warning signs, barricades, traffic cones, flagmen and other appurtenances, which are necessary to guarantee the safety of motorists and pedestrians during the construction phase, as directed by the Engineer.

Special attention is called to Article 107.09 and 107.14 of the Standard Specifications and the following Highway Standards, Details, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

STANDARDS: 701501, 701606, 701701, 701801 and 701901

DETAILS: District One Traffic Control and Protection for Side Roads, Intersections and Driveways (TC-10)
District One Typical Pavement Markings (TC-13)

SPECIAL PROVISIONS: 107.09 Public Convenience and Safety
Public Convenience and Safety (Dist 1)
LRS 3 – Work Zone Traffic Control Surveillance
LRS 4 – Flaggers in Work Zone

At the preconstruction meeting, the Contractor shall furnish the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Engineer at the time of the preconstruction meeting in accordance with Article 108.01 of the Standard Specifications. This shall not relieve the Contractor of the requirement to have a responsible individual in his direct employ supervise this work.

Basis of Payment: This work shall be paid for at the contract unit price per Lump Sum for TRAFFIC CONTROL AND PROTECTION, which price shall be payment in full for completing this work as specified.

41-2.02#01 DEPTH OF PIPE COVER

With regard to depth of pipe cover, Section 41-2.02 of the “Standard Specifications for Water and Sewer Main Construction in Illinois” shall be revised to read:

"All water mains shall be laid to a depth of five feet - six inches, measured from the existing ground surface or proposed finished grade to the top of the barrel of the pipe."

41-2.10#01 THRUST BLOCKING

Precast concrete thrust blocks shall be constructed at all bends, tees, fire hydrants, plugs and valves against undisturbed earth and in accordance with Section 41-2.10 of the “Standard Specifications for Water and Sewer Main Construction in Illinois”. This work shall be done at locations shown on the Plans or as directed by the Engineer and as shown on Village of Bensenville Detail on the Plans. All wooden shims and wedges used to tighten thrust blocking shall be fully encased with poured concrete and the concrete shall have set before the trench is backfilled.

CONNECTION TO EXISTING MAINS

This work shall consist of connecting the proposed water main improvement to the existing water main in accordance with the requirements of Section 41-2.11 of the “Standard Specifications for Water and Sewer Main Construction in Illinois” and with the details shown on the plans. Connections will be constructed a locations shown on the plans or as directed by the engineer.

Materials used in the construction of this work shall meet the following requirements:

A. Water main, fittings, and appurtenances: AWWA (C104), (C110), (C111), (C151), (C153), and (C600)

B. Valves: AWWA (C509)

C. Valve Vaults: Village of Bensenville Valve Vault (Preferred) Standard Detail

D. Trench Backfill (Select Granular Backfill): Crushed limestone aggregate with IDOT gradations CA-7, concrete materials will not be allowed.

NON-PRESSURE CONNECTIONS “A”
This work shall include all necessary fittings, retainer glands, select granular backfill, labor and equipment required to complete the work.

General: Closing of the existing valves to isolate the connections shall be coordinated by the Contractor and performed by the Municipal Water Department. To reduce the inconvenience to the public, the Contractor shall procure all material for the connection

in advance and perform as much preparation work as possible prior to requesting a shutdown of the existing water main section.

Any pipe that is unable to be chlorinated after installation shall be thoroughly disinfected and rinsed on the surface prior to installation. All work shall be done to the satisfaction of the Engineer and Village's Water Department and conform to AWWA requirements.

Notification to Village: The Contractor shall notify the Village 48 hours prior to any water main or service shutdown. Shutdowns will not be permitted on Mondays or on the day following a three-day weekend with legal holiday. Shutdowns shall be at the discretion of the Municipality.

Notification to Residents and Businesses: All affected residences and businesses shall be notified in writing by the contractor a minimum of 24 hours to any water main or service shut down.

Unless written approval is obtained from the Village of Bensenville, shutdown of existing water main shall be scheduled between the hours of 9:00 am to 3:00 pm. In addition, the maximum duration of water main shutdown shall be limited to 3-hours in length.

Stockpiling of excavated material is not allowed within the parkways. If needed, excavated material shall be temporarily stockpiled on the pavement. All spoil shall be removed from the site before the end of the workday.

Basis of Payment: This work will be paid for at the contract unit price per Lump Sum for NON-PRESSURE WATER MAIN CONNECTION; of the designated letter, which payment will be full compensation for all pipe, fittings, materials, trench backfill, labor, tools and incidentals to complete these items.

FIRE HYDRANTS TO BE REMOVED

This work consists of removing the existing fire hydrant and auxiliary valve, including valve box.

This work shall also include sealing the end of the existing water main to remain with concrete or brick masonry. Filling the trench left by the removal of the fire hydrant with TRENCH BACKFILL is part of this work and will not be paid for separately.

Unless otherwise specified by the Village, all fire hydrants and auxiliary valves shall be salvaged and delivered to the Bensenville Department of Public Works.

Basis of Payment: This work shall be measured and paid for at the contract unit price per each for FIRE HYDRANTS TO BE REMOVED, which price shall be payment in full for all materials, labor, tools, equipment and incidentals necessary to complete this work.

45#01R FIRE HYDRANTS

This work consists of furnishing and installing a dry barrel fire hydrant, tee, thrust blocking and gate valve in a valve box as a complete and functional unit. All work shall be in accordance with Section 45 of the “Standard Specifications for Water and Sewer Main Construction in Illinois”, except as modified herein.

The fire hydrant shall be Mueller Super Centurion 250 or approved equal and shall be painted “Red Pennsbury Hydrant Hide 6090 or Imron 7440”. The hydrant shall have threaded male nozzles conforming to "American National Standard Fire Hose Connection Screw Threads", shall be FM approved and UL listed, shall conform to AWWA C-502, and shall have breakaway safety flanges. The hydrants shall have two hose nozzles with a diameter of 2 ½" and one pumper nozzle with a diameter of 4 ½” with caps and chains. The compression type main valve shall have a 5 ¼" opening, a drain valve and a 6" inlet. The hydrants shall be supplied with stainless steel bolts on the standpipe coupling and with a bronze valve top plate. The hydrants shall have a working pressure of 150 psi. Valves shall open in a counter-clockwise direction, as indicated by arrow and the word "OPEN" on the dome.

Hydrants shall be furnished with a 6” auxiliary valve with resilient seat or wedge attached directly to the hydrant. A hydrant and valve box stabilizer manufactured by East Jordon Iron Works, Inc. Model 98725 or approved equal, known as a hydrant and valve box grip, shall be installed prior to backfilling the hydrant and auxiliary valve. The auxiliary gate valve shall be Mueller Model A-2360 or approved equal and installed in a valve box.

Hydrants shall be installed plumb and set so that the lowest hose connection is at least 18" above finished grade. The breakaway flange shall be set at least 2" and no more than 6" above finished grade. At least 1/4 cubic yard of coarse stone, IDOT gradation CA-7, shall be placed at and around the base of the hydrant to ensure proper drainage of the hydrant after use. The hydrant shall be set on a concrete base and shall be blocked. The hydrant, valve and tee shall be interconnected with “Mega-Lug” brand or approved equal retainer glands.

All fire hydrants set within the right-of-way of IL Route 83 (Kingery Highway) shall be installed with an IDOT approved Fire Hydrant Delineator. The cost of providing and installing the delineator will not be paid for separately but shall be considered included in the cost of FIRE HYDRANTS.

Basis of Payment: This work shall be measured and paid for at the contract unit price per each for FIRE HYDRANTS WITH AUXILIARY VALVE AND VALVE BOX, which price shall be payment in full for all materials, labor, tools, equipment and incidentals necessary to complete this work, including the hydrant, valve, valve box and cover, tee, restraining devices, stabilizer and all 6" water main and select granular backfill from the tee to the valve.

42#01R GATE VALVES WITH VALVE VAULTS

This work shall be in accordance with Section 42 and Section 44 of the "Standard Specifications for Water and Sewer Main Construction in Illinois", plan details, and as specified herein.

Gate valves shall conform to the standards of the latest AWWA C-509 and shall be Mueller Model A-2360 resilient wedge valve or approved equal. All gate valves shall be furnished with mechanical joints with mega-lug restraints or flanged joints conforming to ANSI A21.11 (AWWA C-111). All valves shall be equipped with stainless steel bolts.

The operating nut shall be 2" square and shall turn left or counterclockwise to open the valve. The nut shall have the word OPEN in ½" tall letters with an arrow indicating the direction of operation. The flange of the operating nut shall have a 2" long (minimum) arrow indicating the operating direction to open the valve.

Valves shall be rated to withstand a cold-water working pressure of a minimum of 150 psi and a hydrostatic test pressure of 300 psi.

All new structures shall be precast reinforced concrete. Concrete and brick masonry units shall not be permitted. Frames and lids shall conform to Neenah Foundry Company Catalog R-1713, East Jordan Iron Works 1020A or approved equal and the cover shall bear the markings "VILLAGE OF BENSENVILLE" and "WATER".

Basis of Payment: This work shall be measured and paid for at the contract unit price per each for GATE VALVE of the size indicated and with a VALVE VAULT of the diameter and with the frame and lid indicated, which payment will be full compensation for all fittings, materials, labor, tools, equipment and incidentals necessary, including the valve, vault and frame & lid.

MAINTENANCE OF ROADWAYS
Effective: September 30, 1985
Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

PUBLIC CONVENIENCE AND SAFETY (DIST 1)
Effective: May 1, 2012
Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

> "If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply."

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

> "The length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday after"

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

"On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical."

DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (DISTRICT 1)
Effective: April 1, 2011
Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

"(i) Temporary Hot-Mix Asphalt (HMA) Ramp (Note 1) ……1030
(j) Temporary Rubber Ramps (Note 2)

Note 1. The HMA shall have maximum aggregate size of 3/8 in. (95 mm).

Note 2. The rubber material shall be according to the following.

Property	Test Method	Requirement
Durometer Hardness, Shore A	ASTM D 2240	75 ±15
Tensile Strength, psi (kPa)	ASTM D 412	300 (2000) min
Elongation, percent	ASTM D 412	90 min
Specific Gravity	ASTM D 792	1.0 - 1.3
Brittleness, °F (°C)	ASTM D 746	-40 (-40)"

Revise Article 603.07 of the Standard Specifications to read:

"**603.07 Protection Under Traffic.** After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.

When castings are under traffic before the final surfacing operation has been started, properly sized temporary ramps shall be placed around the drainage and/or utility castings according to the following methods.

(a) Temporary Asphalt Ramps. Temporary hot-mix asphalt ramps shall be placed around the casting, flush with its surface and decreasing to a featheredge in a distance of 2 ft (600 mm) around the entire surface of the casting.

(b) Temporary Rubber Ramps. Temporary rubber ramps shall only be used on roadways with permanent posted speeds of 40 mph or less and when the height of the casting to be protected meets the proper sizing requirements for the rubber ramps as shown below.

Dimension	Requirement
Inside Opening	Outside dimensions of casting + 1 in. (25 mm)
Thickness at inside edge	Height of casting ± 1/4 in. (6 mm)
Thickness at outside edge	1/4 in. (6 mm) max.
Width, measured from inside opening to outside edge	8 1/2 in. (215 mm) min

Placement shall be according to the manufacturer's specifications.

Temporary ramps for castings shall remain in place until surfacing operations are undertaken within the immediate area of the structure. Prior to placing the surface course, the temporary ramp shall be removed. Excess material shall be disposed of according to Article 202.03."

FRICTION AGGREGATE (D-1)
Effective: January 1, 2011
Revised: December 1, 2021

Revise Article 1004.03(a) of the Standard Specifications to read:

"1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA). The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Allowed Alone or in Combination [5/]: Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Low ESAL	Stabilized Subbase or Shoulders	Allowed Alone or in Combination [5/]: Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag[1/] Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	Allowed Alone or in Combination [5/ 6/]: Crushed Gravel Carbonate Crushed Stone[2/] Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete[3/]
HMA High ESAL Low ESAL	C Surface and Binder IL-9.5 IL-9.5FG or IL-9.5L	Allowed Alone or in Combination [5/]: Crushed Gravel Carbonate Crushed Stone[2/] Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag[4/] Crushed Concrete[3/]

Use	Mixture	Aggregates Allowed	
HMA High ESAL	D Surface and Binder IL-9.5 or IL-9.5FG	Allowed Alone or in Combination [5/]: Crushed Gravel Carbonate Crushed Stone (other than Limestone)[2/] Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag[4/]	
		Other Combinations Allowed:	
		Up to...	*With...*
		25% Limestone	Dolomite
		50% Limestone	Any Mixture D aggregate other than Dolomite
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface	Allowed Alone or in Combination [5/ 6/]: Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		Other Combinations Allowed:	
		Up to...	*With...*
		50% Dolomite[2/]	Any Mixture E aggregate
		75% Dolomite[2/]	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
		75% Crushed Gravel[2/]	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag

Use	Mixture	Aggregates Allowed	
HMA High ESAL	F Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> [5/ 6/]: Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed</u>:	
		Up to...	*With...*
		50% Crushed Gravel[2/] or Dolomite[2/]	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

1/ Crushed steel slag allowed in shoulder surface only.
2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80.
3/ Crushed concrete will not be permitted in SMA mixes.
4/ Crushed steel slag shall not be used as binder.
5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."
6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80."

HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D-1)
Effective: November 1, 2019
Revised: December 1, 2021

Revise Article 1004.03(c) to read:

"(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
HMA High ESAL	IL-19.0; Stabilized Subbase IL-19.0	CA 11 1/
	SMA 12.5 2/	CA 13 4/, CA 14, or CA 16
	SMA 9.5 2/	CA 13 3/4/ or CA 16 3/
	IL-9.5	CA 16, CM 13 4/
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 1/
	IL-9.5L	CA 16

1/ CA 16 or CA 13 may be blended with the CA 11.

2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ The specified coarse aggregate gradations may be blended.

4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve."

Revise Article 1004.03(e) of the Supplemental Specifications to read:

"(e) Absorption. For SMA the coarse aggregate shall also have water absorption ≤ 2.0 percent."

Revise the “High ESAL” portion of the table in Article 1030.01 to read:

“High ESAL	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, Stabilized Subbase IL-19.0
	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5”

Revise Note 2. and add Note 6 to Article 1030.02 of the Standard Specifications to read:

“Item Article/Section

(g)Performance Graded Asphalt Binder (Note 6) 1032
(h) ..... Fibers (Note 2)

Note 2. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 6. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be a SBS PG 76-22 for IL-4.75, except where modified herein.”

Revise table in Article 1030.05(a) of the Standard Specifications to read:

"MIXTURE COMPOSITION (% PASSING) 1/												
Sieve Size	IL-19.0 mm		SMA 12.5		SMA 9.5		IL-9.5mm		IL-9.5FG		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)												
1 in. (25 mm)		100										
3/4 in. (19 mm)	90	100		100								
1/2 in. (12.5 mm)	75	89	80	100		100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	60	75 6/	90	100
#8 (2.36 mm)	20	42	16	24 4/	16	32 4/	34 5/	52 2/	45	60 6/	70	90
#16 (1.18 mm)	15	30					10	32	25	40	50	65
#30 (600 μm)			12	16	12	18			15	30		
#50 (300 μm)	6	15					4	15	8	15	15	30
#100 (150 μm)	4	9					3	10	6	10	10	18
#200 (75 μm)	3.0	6.0	7.0	9.0 3/	7.5	9.5 3/	4.0	6.0	4.0	6.5	7.0	9.0 3/
#635 (20 μm)			≤ 3.0		≤ 3.0							
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0		1.0

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.

3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.

4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.

5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing."

Revise Article 1030.05(b) of the Standard Specifications to read:

(b) Volumetric Requirements. The target value for the air voids of the HMA shall be 4.0 percent, for IL-4.75 and SMA mixtures it shall be 3.5 percent and for Stabilized Subbase it shall be 3.0 percent at the design number of gyrations. The voids in the mineral aggregate (VMA) and voids filled with asphalt binder (VFA) of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the following requirements.

	Voids in the Mineral Aggregate (VMA), % Minimum for Ndesign				
Mix Design	30	50	70	80	90
IL-19.0		13.5	13.5		13.5
IL-9.5		15.0	15.0		
IL-9.5FG		15.0	15.0		
IL-4.75[1/]		18.5			
SMA-12.5[1/2/5/]				17.0[3/]/16.0[4/]	
SMA-9.5[1/2/5/]				17.0[3/]/16.0[4/]	
IL-19.0L	13.5				
IL-9.5L	15.0				

1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.

2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.

3/ Applies when specific gravity of coarse aggregate is ≥ 2.760.

4/ Applies when specific gravity of coarse aggregate is < 2.760.

5/ For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone"

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

"IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steal slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours."

Add after third sentence of Article 1030.09(b) to read:

"If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the QC/QA document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure."

Revise Table 1 and Note 4/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 1/	V_D, P , T_B, 3W, O_T, O_B	V_S, T_B, T_F, O_T	As specified in Section 1030
IL-4.75 and SMA 3/ 4/	T_B, 3W, O_T	T_F, 3W	As specified in Section 1030
Mixtures on Bridge Decks 2/	T_B	T_F	As specified in Articles 582.05 and 582.06.

"4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T_B), and/or three-wheel (3W) rollers for breakdown, except one of the (T_B) or (3W) rollers shall be 84 inches (2.14 m) wide and a weight of 315 pound per linear inch (PLI) (5.63 kg/mm) and one of the (T_B) or (3W) rollers can be substituted for an oscillatory roller (O_T). T_F rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and T_B rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T_B rollers nearest the paver and maintain an effective rolling distance of not more than 150 ft (45 m) behind the paver."

Add the following after the fourth paragraph of Article 406.13 (b):

"The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design's G_{mb}."

Revise first paragraph of Article 1030.10 of the Standard Specifications to read:

"A test strip of 300 ton (275 metric tons), except for SMA mixtures it will be 400 ton (363 metric ton), will be required for each mixture on each contract at the beginning of HMA production for each construction year according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures". At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results."

Revise third paragraph of Article 1030.10 of the Standard Specifications to read:

"When a test strip is constructed, the Contractor shall collect and split the mixture according to the document "Hot-Mix Asphalt Test Strip Procedures". The Engineer, or a representative, shall deliver split sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document "Hot-Mix Asphalt Mixture Design Verification Procedure" Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production."

DuPAGE COUNTY

PREVAILING WAGE RATES

DuPage County Prevailing Wage Rates posted on 1/25/2024

						Overtime										
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
CEMENT MASON	All	ALL		50.75	52.75	2.0	1.5	2.0	2.0	17.33	22.00	0.00	1.15	0.00	1.50	3.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION TECHNICIAN	All	BLD		37.85	40.65	1.5	1.5	2.0	2.0	13.90	24.30	3.20	0.83	0.00	14.15	28.32
ELECTRIC PWR EQMT OP	All	ALL		49.22	67.16	1.5	1.5	2.0	2.0	7.00	13.79	0.00	1.47	1.48	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		37.81	67.16	1.5	1.5	2.0	2.0	7.00	10.58	0.00	1.14	1.13	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		59.17	67.16	1.5	1.5	2.0	2.0	7.00	16.57	0.00	1.77	1.78	0.00	0.00
ELECTRIC PWR TRK DRV	All	ALL		39.19	67.16	1.5	1.5	2.0	2.0	7.00	10.98	0.00	1.17	1.18	0.00	0.00
ELECTRICIAN	All	BLD		45.45	49.70	1.5	1.5	2.0	2.0	13.90	27.89	7.13	1.20	0.00	18.13	36.23
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
FENCE ERECTOR	NE	ALL		48.48	50.48	1.5	1.5	2.0	2.0	13.68	18.32	0.00	0.75	0.00	0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00

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MILLWRIGHT	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		55.01	57.51	2.0	2.0	2.0	2.0	14.23	26.00	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		51.55	53.55	1.5	1.5	1.5	2.0	17.98	7.15	0.00	1.55	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		45.49	51.09	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		50.85	53.90	1.5	1.5	2.0	2.0	12.50	22.80	0.00	1.12	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.25	54.25	1.5	1.5	2.0	2.0	11.83	16.14	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.25	56.96	1.5	1.5	2.0	2.0	13.60	19.43	0.00	1.59	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		56.60	59.35	1.5	1.5	2.0	2.0	14.45	18.80	0.00	0.75	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49	0.00	0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00

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TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	All	HWY		40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	42.76	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	42.91	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	43.11	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	43.31	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TUCKPOINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

Legend
Rg Region
Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold

and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

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Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to

exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two

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Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

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The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

GEOTECHNICAL

INVESTIGATION

REPORT OF

**SUBSURFACE EXPLORATION AND
GEOTECHNICAL ENGINEERING SERVICES**

**2024 PAVING PROJECT
VARIOUS LOCATIONS
BENSENVILLE, ILLINOIS 60106**

CGMT PROJECT NO. 23G0471

FOR

**VILLAGE OF BENSENVILLE
BENSENVILLE, ILLINOIS**

OCTOBER 26, 2023

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APPENDIX

EXECUTIVE SUMMARY

Construction & Geotechnical Material Testing, Inc. (CGMT) has completed your subsurface exploration and geotechnical engineering project. The subsurface conditions encountered during our exploration and CGMT's conclusions and recommendations are summarized below. This summary should not be considered apart from the entire text of the report with all the qualifications and considerations mentioned herein. Details of our conclusions and recommendations are discussed in the following sections and in the Appendix of this report.

The project site is located along Dennis Drive, Dolores Drive, Jacquelyn Drive, Pamela Drive, David Drive, Daniel Drive, E. Belmont Avenue, Dante Court, W. Belmont Avenue, Addison Street, Center Street, Redmond Court, Brentwood Drive, Brentwood Court, John Street, Legends Lane, Eastview Avenue and the Village Halll Parking Lot in Bensenville, Illinois A total of forty-six (46) pavement cores and soil borings, C-1 through C-46 were performed for this project. The pavement thicknesses and subsurface conditions encountered at the pavement cores and borings performed at the site can be summarized as follows:

Approximately 3 to 9 1/2 inches of asphalt pavement underlain by approximately 4 to 14 inches of aggregate base course were encountered at the ground surface in the pavement cores C-1 through C-24, C-26, C-28 and C-31 through C-46. Approximately 9 inches of asphalt pavement was encountered at the ground surface in the pavement core C-25. Approximately 4 to 7 3/8 inches of asphalt pavement underlain by approximately 2 3/4 to 6 1/4 inches of concrete underlain by approximately 3 to 14 inches of aggregate base course were encountered at the ground surface in the pavement cores C-27, C-29 and C-30. The surface materials were underlain by brown loose to very dense sand and gravel fill soils that extended to the boring termination depths of approximately 2½ feet below the existing grade in the soil borings C-1, C-27 and C-41. The surface materials were underlain by brown loose clayey sand and gravel fill soils that extended to the boring termination depth of approximately 2½ feet below the existing grade in the soil boring C-2. The surface materials were underlain by black, dark brown, brown, brown and gray or gray stiff to hard silty clay, trace sand and gravel fill soils that extended to the boring termination depths of approximately 2½ feet below the existing grade in the soil borings C-3 through C-26, C-28 through C-40 and C-42 through C-46.

Subgrade preparation for complete reconstruction should be initiated by removing the existing asphalt pavement, along with the underlying base course. Any topsoil and/or soft layers encountered immediately below the base course, should also be stripped from the pavement subgrade at this time. Based on the boring field and laboratory and test data, the immediate subgrade soils encountered in the soil borings C-2, C-27, C-36, C-42 and C-46 may be unsuitable for continued support of pavements. As such, CGMT recommended soils near those borings may require remediation. Additional unstable areas may be exposed during construction operations. The actual need for the recommended treatment should be determined in the field at the time of construction based on guidelines presented in the IDOT Geotechnical Engineer Manual under the direction of a licensed geotechnical engineer. All potentially unstable soils should be tested with a cone penetrometer and treated in accordance with Article 301.04 of the IDOT Standard Specifications for Road and Bridge Construction and the undercut guidelines in the IDOT Subgrade Stability Manual.

Following the removal of the existing pavement section and removal of any visibly unsuitable materials, such as utility trench fill, the exposed soil subgrade should be closely observed and proofrolled. The proofrolling should be performed using a fully loaded tandem axle dump truck or other equipment providing an equivalent subgrade loading. A minimum gross weight of 25 tons is recommended for the proofrolling equipment.

For the design and construction of exterior pavements, we recommend that the existing pavement section and unsuitable materials be removed before construction of new pavements and that new pavements will be supported by stable and approved subgrades consisting of silty clay fill soils or on new engineered fill.

Assuming the pavement subgrade will consist predominantly of the cohesive soils and new fill prepared in accordance with the recommendations given in this report, an estimated IBR value of 3 could be used in proportioning a flexible pavement section. Similarly, an estimated modulus of subgrade reaction value equal to 100 pounds per cubic inch could be used for design of rigid concrete pavement sections. A Subgrade Stability Rating (SSR) rating of (Poor) should be used for pavement design. Concrete pavements should be air-entrained Portland cement concrete with a minimum compressive strength of 4,000 psi and a minimum flexural strength of 650 psi. Concrete strength requirements are outlined in article 1020.04 of the Standard Specifications for Road and Bridge Construction, effective April 1, 2016.

We recommend that the utility excavations, preparation of subgrades, and pavement construction be monitored full-time by a CGMT geotechnical engineer or his representative to verify that the exposed subgrade materials will be suitable for the pavement support.

Report Prepared By:	Report Reviewed By:
Blake Sloan	*Pratik Patel*
Blake A. Sloan Staff Engineer	Pratik K. Patel, P.E. Principal

1
PROJECT OVERVIEW

Introduction

This report presents the results of our subsurface exploration and engineering services for the 2024 Paving Project on Dennis Drive, Dolores Drive, Jacquelyn Drive, Pamela Drive, David Drive, Daniel Drive, E. Belmont Avenue, Dante Court, W. Belmont Avenue, Addison Street, Center Street, Redmond Court, Brentwood Drive, Brentwood Court, John Street, Legends Lane, Eastview Avenue and the Village Halll Parking Lot in Bensenville, Illinois. A General Location Plan included in the Appendix of this report, shows the approximate location of this project.

Project Description

ITEM	DESCRIPTION
Site Layout	See Boring Location Diagram in the Appendix
Proposed Construction	Based on the information provided to us, the Village of Bensenville is proposing to rehabilitate the pavement on Dennis Drive, Dolores Drive, Jacquelyn Drive, Pamela Drive, David Drive, Daniel Drive, E. Belmont Avenue, Dante Court, W. Belmont Avenue, Addison Street, Center Street, Redmond Court, Brentwood Drive, Brentwood Court, John Street, Legends Lane, Eastview Avenue and the Village Halll Parking Lot in Bensenville, Illinois
Grading and Existing Site Considerations	Site grading including cuts and fills are anticipated to be less than 1 foot will be needed to develop the final site grades across the site.

Scope of Work

The conclusions and recommendations contained in this report are based on the soil borings performed in the vicinity of the proposed pavement areas, and associated laboratory testing of selected soil samples. The scope of the subsurface exploration included the following:

Number of Pavement Cores and Soil Borings	Depth (feet)
46	2½

The results of the soil borings, along with a Boring Location Plan showing the approximate locations where the borings were performed, are included in the Appendix of this report. Once the samples were returned to our laboratory, we laboratory tests on selected representative soil samples from the borings to evaluate pertinent engineering properties, and, we analyzed the field and laboratory data to develop appropriate engineering recommendations.

The purpose of this report is to provide information and geotechnical engineering recommendations with regard to:

- Subsurface Soil and Groundwater Conditions
- Site Preparation and Earthwork
- Pavement Design and Construction

2
EXPLORATION RESULTS

Site Description

ITEM	DESCRIPTION
Project Locations	The project site is located along Dennis Drive, Dolores Drive, Jacquelyn Drive, Pamela Drive, David Drive, Daniel Drive, E. Belmont Avenue, Dante Court, W. Belmont Avenue, Addison Street, Center Street, Redmond Court, Brentwood Drive, Brentwood Court, John Street, Legends Lane, Eastview Avenue and the Village Halll Parking Lot in Bensenville, Illinois
Existing Site Improvements	At the time of our exploration, the existing pavement was relatively in poor condition with many cracks in longitudinal, transverse, and random orientations. Areas of alligator cracking were also present throughout the existing pavement. In our opinion, the pavement appeared to be near the end of its useful life.

Surface Conditions

A total of forty-six (46) pavement cores, C-1 through C-46, were performed for this project. The pavement conditions and thicknesses are summarized in the table below:

Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-1	Dennis Drive	16 1/2 in.	1" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1/2" Asphalt	Leveling Binder Coarse, Trace Voids, Good Bond
			2" Asphalt	Binder Coarse, Trace Voids, Good Bond
			1 3/4" Asphalt	Binder Coarse, Little Voids, Good Bond
			4 1/4" Asphalt	Binder Coarse, Little Voids
			7" Base Course	Apparent IDOT CA06
C-2	Dennis Drive	16 1/2 in.	1 1/4" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1" Asphalt	Leveling Binder Coarse, Trace Voids, Good Bond
			2 1/4" Asphalt	Binder Coarse, Trace Voids
			12" Base Course	Apparent IDOT CA06
C-3	Dolores Drive	17 5/8 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			1 1/4" Asphalt	Surface Coarse, Trace Voids, Good Bond
			2 7/8" Asphalt	Binder Coarse, Trace Voids
			12" Base Course	Apparent IDOT CA06

3

Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-4	Jacquelyn Drive	16 3/4 in.	2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			1 1/4" Asphalt	Surface Coarse, Little Voids With Horizontal and Vertical Cracking, Poor Bond
			2 1/4" Asphalt	Binder Coarse, Little Voids With Horizontal Cracking, Poor Bond
			1 1/4" Asphalt	Binder Coarse, Little Voids
			12" Base Course	Apparent IDOT CA06
C-5	Dennis Drive	11 5/8 in.	1 5/8" Asphalt	Surface Coarse, Little Voids, Good Bond
			Geotextile	Paving Fabric
			1" Asphalt	Surface Coarse, Little Voids, Good Bond
			1 3/8" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1 5/8" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06
C-6	Pamela Drive	11 1/2 in.	1 1/2" Asphalt	Surface Coarse, Little Voids, Poor Bond
			Geotextile	Paving Fabric
			2" Asphalt	Surface Coarse, Little Voids
			8" Base Course	Apparent IDOT CA06
C-7	Dolores Drive	20 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			3 1/2" Asphalt	Binder Coarse, Trace Voids, Good Bond
			3" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06
C-8	David Drive	12 in.	1 1/4" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			1 1/4" Asphalt	Surface Coarse, Trace Voids, Good Bond
			2 1/2" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06

4

Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-9	Daniel Drive	12 1/4 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Poor Bond
			Geotextile	Paving Fabric
			1 3/4" Asphalt	Binder Coarse, Trace Voids, Poor Bond
			Geotextile	Paving Fabric
			1" Asphalt	Surface Coarse, Little Voids
			8" Base Course	Apparent IDOT CA06
C-10	Dolores Drive	17 1/2 in.	1 3/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			Geotextile	Paving Fabric
			1 3/4" Asphalt	Binder Coarse, Little Voids
			14" Base Course	Apparent IDOT CA06
C-11	Daniel Drive	11 5/8 in.	1" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			1 7/8" Asphalt	Surface Coarse, Little Voids, Good Bond
			1 3/4" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06
C-12	Daniel Drive	12 in.	1" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			2 1/2" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06
C-13	Dolores Drive	11 1/4 in.	2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			2 1/4" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06
C-14	David Drive	12 3/4 in.	1 1/4" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			1 3/8" Asphalt	Surface Coarse, Little Voids, Good Bond
			2 1/8" Asphalt	Surface Coarse, Trace Voids, Good Bond
			2" Asphalt	Binder Coarse, Trace Voids
			6" Base Course	Apparent IDOT CA06

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Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-15	David Drive	12 in.	2 1/8" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1 7/8" Asphalt	Binder Coarse, Trace Voids
			8" Base Course	Apparent IDOT CA06
C-16	Pamela Drive	12 3/8 in.	1 1/2" Asphalt	Surface Coarse, Little Voids, Good Bond
			Geotextile	Paving Fabric
			1" Asphalt	Surface Coarse, Some Voids, Good Bond
			1 7/8" Asphalt	Binder Coarse, Trace Voids
			8" Base Course	Apparent IDOT CA06
C-17	E. Belmont Avenue	17 1/2 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1 1/2" Asphalt	Binder Coarse, Little Voids
			11" Base Course	Apparent IDOT CA06
C-18	E. Belmont Avenue	19 in.	2" Asphalt	Surface Coarse, Little Voids, Good Bond
			Geotextile	Paving Fabric
			2 1/4" Asphalt	Surface Coarse, Little Voids, Poor Bond
			Geotextile	Paving Fabric
			3 3/4" Asphalt	Binder Coarse, Little Voids
			11" Base Course	Apparent IDOT CA06
C-19	Dante Court	12 1/4 in.	2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			2 1/4" Asphalt	Binder Coarse, Trace Voids, Good Bond
			3 3/4" Asphalt	Binder Coarse, Trace Voids
			6" Base Course	Apparent IDOT CA06

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Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-20	Jacquelyn Drive	9 in.	1 5/8" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			7/8" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1 1/2" Asphalt	Binder Coarse, Trace Voids
			4" Base Course	Apparent IDOT CA06
C-21	W. Belmont Avenue	16 5/8 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			3 1/8" Asphalt	Binder Coarse, Trace Voids
			12" Base Course	Apparent IDOT CA06
C-22	W. Belmont Avenue	12 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			3 1/2" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06
C-23	Addison Street	11 in.	1 1/2" Asphalt	Surface Coarse, Little Voids, Poor Bond
			2 1/2" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06
C-24	Addison Street	11 3/4 in.	1 1/4" Asphalt	Surface Coarse, Trace Voids, Good Bond
			2 1/2" Asphalt	Binder Coarse, Trace Voids
			8" Base Course	Apparent IDOT CA06
C-25	Center Street	9 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1 3/4" Asphalt	Binder Coarse, Little Voids, Poor Bond
			1" Asphalt	Binder Coarse, Trace Voids, Good Bond
			1 3/4" Asphalt	Surface Coarse, Trace Voids, Good Bond
			3" Asphalt	Surface Coarse, Trace Voids
C-26	Center Street	10 in.	1 1/8" Asphalt	Surface Coarse, Little Voids, Good Bond
			2 7/8" Asphalt	Binder Coarse, Trace Voids
			6" Base Course	Apparent IDOT CA06

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Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-27	Redmond Court	22 3/4 in.	2 3/8" Asphalt	Surface Coarse, Little Voids, Poor Bond
			1 7/8" Asphalt	Binder Coarse, Trace Voids, Good Bond
			1 3/4" Asphalt	Binder Coarse, Little Voids, Poor Bond
			2 3/4" Concrete	PCC, Poor Condition With Horizontal and Vertical Cracking
			14" Base Course	Apparent IDOT CA06
C-28	Redmond Court	19 in.	1 3/4" Asphalt	Surface Coarse, Little Voids, Poor Bond
			3 1/4" Asphalt	Binder Coarse, Little Voids
			14" Base Course	Apparent IDOT CA06
C-29	Brentwood Drive	21 1/4 in.	1 1/2" Asphalt	Surface Coarse, Little Voids, Good Bond
			1" Asphalt	Leveling Binder Coarse, Trace Voids, Good Bond
			1 1/2" Asphalt	Binder Coarse, Trace Voids, Poor Bond
			6 1/4" Concrete	PCC, Good Condition
			11" Base Course	Apparent IDOT CA06
C-30	Brentwood Drive	14 3/4 in.	1 1/2" Asphalt	Surface Coarse, Little Voids, Good Bond
			3 1/4" Asphalt	Binder Coarse, Trace Voids, Good Bond
			2 5/8" Asphalt	Binder Coarse, Trace Voids, Poor Bond
			4 3/8" Concrete	PCC, Good Condition
			3" Base Course	Apparent IDOT CA06
C-31	Brentwood Drive	18 3/8 in.	1 3/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			Geotextile	Paving Fabric
			3" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1 5/8" Asphalt	Surface Coarse, Trace Voids
			12" Base Course	Apparent IDOT CA06
C-32	Brentwood Drive	15 in.	1" Asphalt	Surface Coarse, Little Voids, Good Bond
			1" Asphalt	Leveling Binder Coarse, Trace Voids, Good Bond
			1" Asphalt	Leveling Binder Coarse, Trace Voids, Good Bond
			3" Asphalt	Binder Coarse, Little Voids, Good Bond
			2" Asphalt	Binder Coarse, Little Voids
			7" Base Course	Apparent IDOT CA06

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Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-33	Brentwood Court	23 in.	1" Asphalt	Surface Coarse, Little Voids, Good Bond
			1" Asphalt	Leveling Binder Coarse, Trace Voids, Good Bond
			1" Asphalt	Leveling Binder Coarse, Trace Voids, Good Bond
			3" Asphalt	Binder Coarse, Little Voids, Good Bond
			2" Asphalt	Binder Coarse, Little Voids
			14" Base Course	Apparent IDOT CA06
C-34	John Street	19 in.	2 1/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			4 3/4" Asphalt	Binder Coarse, Little Voids
			12" Base Course	Apparent IDOT CA06
C-35	John Street	19 1/2 in.	1 3/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			3 3/4" Asphalt	Binder Coarse, Trace Voids
			14" Base Course	Apparent IDOT CA06
C-36	Legends Lane	18 3/4 in.	1" Asphalt	Surface Coarse, Little Voids, Poor Bond
			3 1/4" Asphalt	Binder Coarse, Trace Voids, Good Bond
			2 1/2" Asphalt	Binder Coarse, Trace Voids
			12" Base Course	Apparent IDOT CA06
C-37	E. Belmont Avenue	21 1/4 in.	2" Asphalt	Surface Coarse, Little Voids, Good Bond
			2 3/4" Asphalt	Binder Coarse, Trace Voids, Good Bond
			2 1/2" Asphalt	Binder Coarse, Trace Voids
			14" Base Course	Apparent IDOT CA06
C-38	E. Belmont Avenue	19 in.	2 3/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			4 1/4" Asphalt	Binder Coarse, Little Voids
			12" Base Course	Apparent IDOT CA06
C-39	Eastview Avenue	10 3/4 in.	1 1/2" Asphalt	Surface Coarse, Little Voids, Good Bond
			2 1/4" Asphalt	Binder Coarse, Little Voids
			7" Base Course	Apparent IDOT CA06
C-40	Eastview Avenue	11 1/4 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Poor Bond
			2 3/4" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06

Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-41	Village Hall Parking Lot	14 1/2 in.	1 1/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			2 1/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			1" Asphalt	Binder Coarse, Some Voids With Horizontal Cracking
			10" Base Course	Apparent IDOT CA06
C-42	Village Hall Parking Lot	15 in.	2" Asphalt	Surface Coarse, Little Voids, Good Bond
			2" Asphalt	Binder Coarse, Little Voids
			11" Base Course	Apparent IDOT CA06
C-43	Village Hall Parking Lot	15 in.	1 1/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			1 3/4" Asphalt	Surface Coarse, Little Voids
			12" Base Course	Apparent IDOT CA06
C-44	Village Hall Parking Lot	15 1/8 in.	1 1/2" Asphalt	Surface Coarse, Little Voids, Good Bond
			2 5/8" Asphalt	Surface Coarse, Little Voids
			11" Base Course	Apparent IDOT CA06
C-45	Village Hall Parking Lot	12 3/4 in.	1 5/8" Asphalt	Surface Coarse, Little Voids, Good Bond
			Geotextile	Paving Fabric
			2 1/8" Asphalt	Surface Coarse, Little Voids
			9" Base Course	Apparent IDOT CA06
C-46	Village Hall Parking Lot	15 in.	1 5/8" Asphalt	Surface Coarse, Little Voids, Good Bond
			Geotextile	Paving Fabric
			3 1/8" Asphalt	Binder Coarse, Trace Voids, Poor Bond
			1 1/4" Asphalt	Binder Coarse, Trace Voids
			9" Base Course	Apparent IDOT CA06

Soil Conditions

A total of forty-six (46) soil borings, C-1 through C-46, were performed for this project. The subsurface conditions encountered at the soil borings performed at the site can be summarized as follows:

The surface materials were underlain by brown loose to very dense sand and gravel fill soils that extended to the boring termination depths of approximately 2½ feet below the existing grade in the soil borings C-1, C-27 and C-41. The surface materials were underlain by brown loose clayey sand and gravel fill soils that extended to the boring termination depth of approximately 2½ feet below the existing grade in the soil boring C-2. The surface materials were underlain by black, dark brown, brown, brown and gray or gray stiff to hard silty clay, trace sand and gravel fill soils that extended to the boring termination depths of approximately 2½ feet below the existing grade in the soil borings C-3 through C-26, C-28 through C-40 and C-42 through C-46.

SOILS	SOIL CHARACTERISTICS
Fill: Cohesive Soils	4 to 12 blows per foot Unconfined Compressive Strengths: 1.5 to 4.5+ tsf; Stiff to Hard Moisture Contents: 12.5 to 29.1 percent Dry Densities: 86.5 to 111.6 lbs./ft^3
Fill: Granular Soils	6 to 60 blows per foot; Loose to Very Dense Moisture Contents: 7.6 to 10.9 percent

Groundwater Observations

Observations for groundwater were made during sampling and upon completion of the drilling operations at the boring locations. In auger drilling operations, water is not introduced into the boreholes, and the groundwater position can often be obtained by observing water flowing into or out of the boreholes. Furthermore, visual observation of the soil samples retrieved during the auger drilling exploration can often be used in evaluating the groundwater conditions. Groundwater levels were observed during drilling and immediately the completion of drilling. Groundwater measurements are summarized in the table below.

Groundwater Summary

LOCATION	GROUNDWATER LEVELS (FEET)	
	DURING DRILLING	IMMEDIATELY AFTER COMPLETION
Soil Borings C-1 through C-46	None	None

Glacial till soils in the Midwest frequently oxidize from gray to brown above the level at which the soil remains saturated. The seasonal high water table is often interpreted to be near this zone of color change. Based on the results of this exploration, the season high water table may be located at depths greater than those explored.

More definitive evidence of prevailing groundwater levels could be obtained through the use of groundwater monitoring wells, which CGMT could install and monitor if requested.

It should be noted that the groundwater level can vary based on precipitation, evaporation, surface run-off and other factors not immediately apparent at the time of this exploration. Surface water runoff will be a factor during general construction, and steps should be taken during construction to control surface water runoff and to remove any water that may accumulate in the proposed excavations as well as floor slab and pavement areas. Precipitation generally varies seasonally. To assist in anticipating groundwater fluctuations changes throughout the year, average monthly precipitation is provided in the table below. Average precipitation levels were obtained from wunderground.com.

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Seasonal Precipitation

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total
Normal Precipitation (inches)	2.53	3.83	2.50	2.98	0.54	2.65	7.61	1.33	3.36	1.66	0.86	2.17	32.02

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ANALYSIS AND RECOMMENDATIONS

Overview

The following recommendations have been developed on the basis of the previously described project characteristics and subsurface conditions encountered. If there are any changes to the project characteristics or if different subsurface conditions are encountered during construction, CGMT should be consulted so that the recommendations of this report can be reviewed. The pavement rehabilitation methods that could be considered would include:

- Complete Reconstruction of aggregate base and pavement
- Partial Reconstruction
- Milling and Overlay

Based on the observed condition of the pavements which include severe longitudinal, transverse, and alligator cracking, at the boring locations, a partial reconstruction program or a milling and overlay program will probably be best suited in most areas. A complete reconstruction of aggregate base and pavement program would likely be the most expensive alternate but would provide higher confidence of the subgrade and subbase materials would likely be best suited.

Complete reconstruction would consist of removing the entire existing pavement section down to the soil subgrade. It is possible that undercutting may be necessary when subgrade soils consisting of high moisture and/or organic soils are exposed following removal of the asphalt pavement layers.

Subgrade Preparation Recommendations for Complete Reconstruction

Subgrade preparation for complete reconstruction should be initiated by removing the existing asphalt pavement, along with the underlying base course. Any topsoil and/or soft layers encountered immediately below the base course, should also be stripped from the pavement subgrade at this time. Based on the boring field and laboratory and test data, the immediate subgrade soils encountered in the soil borings C-2, C-27, C-36, C-42 and C-46 may be unsuitable for continued support of pavements. As such, CGMT recommended soils near those borings may require remediation. Additional unstable areas may be exposed during construction operations. The actual need for the recommended treatment should be determined in the field at the time of construction based on guidelines presented in the IDOT Geotechnical Engineer Manual under the direction of a licensed geotechnical engineer. All potentially unstable soils should be tested with a cone penetrometer and treated in accordance with Article 301.04 of the IDOT Standard Specifications for Road and Bridge Construction and the undercut guidelines in the IDOT Subgrade Stability Manual.

We recommend that the project geotechnical engineer or his representative should be on site to monitor stripping and site preparation operations and observe that unsuitable soils have been satisfactorily removed and to observe proofrolling.

After removal of unsuitable/deleterious materials and stripping to the desired grade, and prior to fill placement, we recommend the stripped/exposed subgrades be observed by an experienced geotechnical engineer or his authorized representative at the time of construction in order to aid in identifying localized soft/loose or unsuitable materials which should be removed. Proofrolling using a loaded dump truck having a gross weight of at least 25 tons, may be used at this time to aid in identifying localized soft or unsuitable material which should be removed. If poorer soil conditions (very soft, clay loam soils are sensitive to moisture changes and some softening/disturbance of the exposed soils should be expected following periods of precipitation. If any remediation is required at time of construction, it may include undercutting and placement of a stabilization stone such as IDOT gradation CA-1 or PGE materials or approved fill material.

Proofrolling will aid in providing a firm base for compaction of new fill or subbase materials and in delineating soft or unstable subgrade conditions. Soft or unstable subgrades identified by proofrolling should be scarified in-place, moisture conditioned as necessary, and recompacted as recommended below. If adequate stability cannot be achieved through scarification and recompaction, or project schedules or weather conditions do not allow scarification and recompaction, the unstable material should be undercut and replaced with suitable engineered fill. Although the borings did not suggest that extensive areas of undercutting would be required, subgrade conditions between borings and core holes could vary and some contingency for undercutting should be provided in the contract documents.

If improvements are needed, the aggregate subgrade improvement, as discussed in the IDOT District One Special Provision 303, shall be installed. The special provision requires a gradation CS 01 for a minimum thickness of 12 inches. The upper 3 inches of the improved subgrade shall be composed of a material that will have a maximum particle size of 1½ inches.

Based on the boring information, CGMT anticipates that the aggregate subgrade improvement will be required at the locations noted in the table below, but may also be needed at other locations where the exposed soils consist of unsuitable or unstable soils as determined by the CGMT's on-site representative.

Anticipated Areas Requiring Subgrade Improvement

Location	Material	Depth
Soil Boring C-2	Clayey Sand and Gravel, brown, loose (SC-GC FILL) - Low Strength Soils	1 to 2½ feet
Soil Boring C-27	Sand and Gravel, brown, loose (SP-GP FILL) - Low Strength Soils	1½ to 2½ feet
Soil Boring C-36	Silty Clay, Trace Sand and Gravel, dark brown, very stiff (CL FILL) - High Moisture Soils	1½ to 2½ feet
Soil Boring C-42	Silty Clay, Trace Sand and Gravel, dark brown, stiff (CL FILL) - Low Strength and High Moisture Soils	1 to 2½ feet
Soil Boring C-46	Silty Clay, Trace Sand and Gravel, brown, very stiff (CL FILL) - High Moisture Soils	1 to 2½ feet

The IDOT District One Geotechnical Unit requires the use of a 12-inch-thick application of aggregate subgrade improvement for all roads that use Federal Funds. As such, CGMT recommends the new pavement section by underlain by a minimum of 12-inches of well-compacted granular fill.

Where required undercuts are less than about 1 foot in depth, IDOT Gradation CA-6 granular fill materials or stockpiled granular base material should be used to backfill the undercut. Where undercuts exceed about 1 foot, consideration could be given to backfilling the undercuts with an approved coarse crushed stone. However, these coarser materials should be "choked off" with a minimum 6-inch thickness of CA-6. The use of geotextile or geogrid materials to separate and reinforce the engineered fill could also be considered. Geotextiles can often provide some savings by reducing the required depths of cut and subsequent fill volumes. If undercut depths excess about 1.5 to 2 feet, consideration should be given to using geotextiles.

We should note that the use of granular soils as undercut backfill can create localized areas for water to collect below pavements, which can contribute to subgrade saturation, pumping and frost heave. If conditions warrant such undercuts and granular backfill, it may also be necessary to provide an outlet, such as a gravel filled trench extended to a catch basin or sewer trench backfill, to drain the zone of granular fill.

Some of the near surface soils encountered in the borings had somewhat high moisture contents, and sand or silt layers will likely be encountered near the ground surface. These soil types could be encountered in isolated to relatively broad areas during grading. Instability and disturbance of these soil types could occur during construction, particularly if wetted by surface water or seepage. These soils may exhibit a relatively firm/stable condition upon initial exposure at the subgrade level. However, repetitive construction traffic and/or wetting will deteriorate the strength of these soils. It is likely that portions of the pavement subgrades could become unstable during proofrolling and construction operations and some means of subgrade stabilization may be required to facilitate construction.

Representatives of CGMT should be present on an on-going basis to perform observations and testing during the preparation of the pavement areas.

Subgrade Preparation Recommendations for Partial Reconstruction

Site preparation for a partial pavement reconstruction would involve the primary steps outlined above, with the exception of removing only a portion of the existing aggregate base course. The amount of base course to be removed would be dependent upon the pavement section thickness used to reconstruct the pavement (see previous section of report).

Any aggregate base course which is disturbed during the removal process should be recompacted. After excavating to grade and recompacting as necessary, the proofrolling and undercutting procedures outlined earlier should be performed.

Milling and Overlay

Milling and overlaying the existing asphalt pavement for pavement rehabilitation could also be considered. Areas of alligator cracking or rutting would likely need to be removed and replaced with a thicker section of new asphalt. Following the milling operation, cracks in the exposed asphalt pavement should be sealed and a crack resistant fabric should be placed over the existing milled asphalt surface prior to the placing the overlay.

Milling over thin sections of existing asphalt pavement (less than 3 or 4 inches) may not be feasible since existing cracks probably extend completely through the existing asphalt pavement and may cause the pavement break up during milling. Therefore, a combination of asphalt pavement removal would probably need to be performed in conjunction with any mill and overlay program.

The planned thickness of new overlay could exceed the practical depth of milling (particularly where existing pavements are thin). The asphalt overlay could extend above the flow line along existing curb and gutter in some areas or additional milling would probably need to be performed around existing manhole structures and curbs to match existing elevations.

Engineered Fill

Where new fill material is required for backfill or to otherwise reach the design subgrade elevation beneath pavements, we recommend that engineered fill be used. Any soil placed as engineered fill should be an approved material, free of organic matter or debris, be a non-frost susceptible soil, and have a liquid limit and plasticity index less than 40 and 15, respectively. The project geotechnical engineer should be consulted to determine the suitability of off-site/on-site materials for use as engineered fill, prior to use or placement. Fill materials containing large voids are more susceptible to future movement that may become unstable resulting in excessive and variable settlement.

Fill should be placed in lifts not exceeding 8 inches in loose thickness, moisture conditioned to within 2 percent of the optimum moisture content and compacted to at least 95 percent of the maximum dry density obtained in accordance with ASTM Specification D 1557, Modified Proctor Method. Fill placed below footing base elevations should be compacted to at least 95 percent of the material's modified Proctor maximum dry density (ASTM D 1557). Engineered fill placed to support foundations should extend 1 foot beyond the outside edges of the footings and from that point outward laterally 1 foot for every 2 feet of fill thickness below the footings. Laboratory proctor tests should be performed on fill materials to determine the maximum dry density and optimum moisture content. A shrinkage factor of 15 percent can be assumed for estimating earthwork quantities for bidding purposes.

We recommend suitable silty clays used to raise the grade or backfill undercuts should be compacted with a sheepsfoot roller. Granular engineered fill should be compacted with a smooth drum roller or adequate heavy vibratory plate. Moisture control during earthwork operations, including the use of disking or appropriate drying equipment and techniques, should be expected.

In-place density tests should be performed with a minimum of 1 test per 2,000 square feet of fill area for each lift of fill placed. We recommend that the placement of engineered fill be monitored full-time by CGMT representative and in-place density tests should be performed to verify the adequacy of the compaction for each lift of fill placed.

Pavements

For the design and construction of pavements, we recommend that the existing pavement and any vegetation, topsoil, organic soils and/or unsuitable/deleterious materials should be removed and replaced with new, properly compacted engineered fill as discussed in the **Subgrade Preparation** sections. If the removal is performed in accordance with these recommendations, we anticipate the pavements will be supported on stable and approved subgrades consisting of the existing fill soils or on new, properly compacted engineered fill.

It is assumed that the existing pavement subgrade has performed satisfactorily during the proofroll discussed in the **Subgrade Preparation** subsection, even though the existing fill soils were encountered at depths greater than those explored. Provided that the pavement subgrade passes a proofroll, the risk of excessive settlement is low. However, if the pavement subgrade does not pass the proofroll, some undercutting and placement of controlled backfill will be required.

We anticipate the new pavement will be constructed of asphaltic concrete or Portland cement concrete. We expect that the proposed parking lot will generally be utilized for light duty traffic, and the driveways and loading and unloading areas be utilized for light to medium duty traffic. Heavy traffic loads would be anticipated for areas near any dumpsters where garbage trucks would often cross. We recommend the pavement subjected to light traffic be underlain by a minimum of 8 inches of base course granular material, similar to Illinois Department of Transportation gradation CA-6.

Assuming the pavement subgrade will consist predominantly of the cohesive soils and new fill prepared in accordance with the recommendations given in this report, an estimated IBR value of 3 could be used in proportioning a flexible pavement section. Similarly, an estimated modulus of subgrade reaction value equal to 100 pounds per cubic inch could be used for design of rigid concrete pavement sections. A Subgrade Stability Rating (SSR) rating of (Poor) should be used for pavement design. Concrete pavements should be air-entrained Portland cement concrete with a minimum compressive strength of 4,000 psi and a minimum flexural strength of 650 psi. Concrete strength requirements are outlined in article 1020.04 of the Standard Specifications for Road and Bridge Construction, effective April 1, 2016.

Final design sections should consider details such as final grades, traffic loadings, traffic volumes, the desired design life and any local, county or city codes. If you wish, we would be pleased to perform a detailed pavement section design using AASHTO or Asphalt Institute procedures when this information is available. Minimum design requirements for hot-mix asphalt (HMA) shall follow Article 1030.05 of the Standard Specifications for Road and Bridge Construction, effective April 1, 2016. During asphalt pavement construction, the wearing and leveling course should be compacted to a minimum of 93 percent of the theoretical density value. Prior to placing the granular material, the pavement subgrade soil should be properly compacted, proofrolled, and free of standing water, mud, and frozen soil.

An important consideration with the design and construction of pavements is surface and subsurface drainage. Where standing water develops, either on the pavement surface or within the base course layer, softening of the subgrade and other problems related to the deterioration of the pavement can be expected. Furthermore, good drainage should reduce the possibility of the subgrade materials becoming saturated over a long period of time. We would be pleased to be of further assistance to you in the design of the project pavements by providing additional recommendations during construction of the project.

Periodic maintenance of pavements should be anticipated. The subgrade parameters provided in this report consider that significant changes in the subgrade moisture content do not occur. To reduce the potential for changes in subgrade moisture, all paved areas should be sloped to provide rapid drainage of surface water and to drain water away from the pavement edges. Water that is allowed to pond on or adjacent to the pavement can saturate and soften the subgrade soils and subsequently accelerate pavement deterioration.

Granular base or subbase materials directly below pavement sections can also collect infiltrated surface water and soften the subgrade as well as increase the effects of frost action, both of which can be detrimental to pavements. For these reasons, where granular materials are used over a cohesive soil subgrade or where the groundwater level is within 3.5 feet of finished pavement subgrade, we recommend that consideration be given to using pavement underdrains hydraulically connected to the granular base or subbase to improve the pavement performance and extend its service life. Underdrains should be installed at 300 to 500 feet intervals and at low points in the roadway profile. Pipe underdrains shall be installed according to Check Sheet #19 of the Supplemental Specifications and Recurring Special Provisions, effective January 1, 2015.

General Construction Considerations

We recommend that the subgrade preparation and pavement construction be monitored by a CGMT geotechnical engineer or his representative. Methods of verification and identification such as proofrolling and hand auger probe holes will be necessary to further evaluate the subgrade soils and identify unsuitable soils. We would be pleased to provide these services.

Exposure to the environment may weaken the soils at the foundations bearing level if the excavations remain open for too long a time. Therefore, foundation concrete should be placed the same day that excavations are opened, when possible. If the bearing soils are softened by surface water intrusion or exposure, the softened soils must be removed from the immediately prior to placement of concrete.

We recommend adequate surface and subsurface drainage be considered in the design and construction of pavements. Where standing water develops, either on pavement surfaces or within the base course layer, softening of the subgrade and other problems related to the deterioration of the pavements can be expected. Adequate drainage should reduce the possibility of the subgrade materials becoming saturated over a long period of time. To reduce water infiltration to the pavement section and within the base course layer resulting in softening of the subgrade and deterioration of the pavements, we recommend the timely repair or sealing of joints and cracks in pavement.

All unsuitable materials should be removed and replaced with environmentally clean, inorganic fill and free of debris or harmful matter. Unsuitable materials removed from the project site should be disposed of in accordance with all applicable federal, state, and local regulations.

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The contractor should avoid stockpiling excavated materials immediately adjacent to the excavation walls. We recommend that stockpile materials be kept back from the excavation a minimum distance equal to the excavation depth to avoid surcharging the excavation walls. If this is impractical due to space constraints, the excavation walls should be retained with bracing designed for the anticipated surcharge loading.

Excavations should comply with the requirements of OSHA 29CFR, Part 1926, Subpart P, "Excavations" and its appendices, as well as other applicable codes. This document states that the contractor is solely responsible for the design and construction of stable, temporary excavations. The excavations should not only be in accordance with current OSHA excavation and trench safety standards but also with applicable local, state, and federal regulations. The contractor should shore, slope or bench the excavation sides when appropriate. In no case should excavations extend below the level of adjacent structures, utilities or pavements, unless underpinning or other adequate support is provided. Site safety is the sole responsibility of the contractor, who shall also be responsible for the means, methods and sequencing of construction operations.

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EXPLORATION PROCEDURES

Subsurface Exploration Procedures

The pavement cores were located in the field by a CGMT Field Engineer based on the locations discussed to us by the client. As required by the State of Illinois, CGMT's drill team notified Illinois One-Call System, JULIE, to verify underground utilities in the vicinity of the project site prior to drilling operations.

The pavement cores were obtained using a diamond impregnated core barrel. Representative soil samples were obtained continuously to coring terminus.

The drill crew maintained a field log of the soils encountered in the borings. After recovery, each geotechnical soil sample was removed from the sampler and visually classified. Representative portions of each soil sample were then sealed in jars and brought to our laboratory in Elk Grove Village, Illinois for further visual examination and laboratory testing. After completion of the drilling operations, the boreholes were backfilled with auger cuttings to the existing ground surface.

Laboratory Testing Program

The pavement cores were measured in our laboratory and the thickness and composition of the existing pavement components were documented. Other traits, such as, amount of voids or delaminated layers were also noted. Representative soil samples were selected and tested in our laboratory to check field classifications and to determine pertinent engineering properties. Representative soil samples were selected and tested in our laboratory to check field classifications and to determine pertinent engineering properties. The laboratory testing program included visual classifications and unconfined compressive strength and moisture content determinations.

An experienced geotechnical engineer classified each soil sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System. The group symbols for each soil type are indicated in parentheses following the soil descriptions on the coring logs. A brief explanation of the Unified System is included with this report. The geotechnical engineer grouped the various soil types into the major zones noted on the coring logs. The stratification lines designating the interfaces between earth materials on the coring logs and profiles are approximate; in situ, the transitions may be gradual.

The soil samples will be retained in our laboratory for a period of 60 days, after which, they will be discarded unless other instructions are received as to their disposal.

19
CLOSING

We recommend that the construction activities be monitored by CGMT to provide the necessary overview and to check the suitability of the subgrade soils for supporting the pavements. Once final loads become available, CGMT must be contacted to review the recommendations presented herein.

This report has been prepared in order to aid in the evaluation of this property and to assist the architect and/or engineer in the design of this project. The scope is limited to the specific project and locations described herein and our description of the project represents our understanding of the significant aspects relative to soil and pavement characteristics. In the event that any change in the nature or location of the proposed construction outlined in this report are planned, we should be informed so that the changes can be reviewed and the conclusions of this report modified or approved in writing by the geotechnical engineer. It is recommended that all construction operations dealing with earthwork and pavements be reviewed by an experienced geotechnical engineer to provide information on which to base a decision as to whether the design requirements are fulfilled in the actual construction. If you wish, we would welcome the opportunity to provide field construction services for you during construction.

The analysis and recommendations submitted in this report are based upon the data obtained from the soil borings and tests performed at the locations as indicated on the Coring Location Plan and other information referenced in this report. This report does not reflect any variations, which may occur between the pavement cores and borings. In the performance of the subsurface exploration, specific information is obtained at specific locations at specific times. However, it is a well-known fact that variations in soil conditions exist on most sites between pavement core and boring locations and also such situations as groundwater levels vary from time to time. The nature and extent of variations may not become evident until the course of construction. If variations then appear evident, after performing on-site observations during the construction period and noting characteristics and variations, a reevaluation of the recommendations for this report will be necessary.

APPENDIX

Vicinity Map

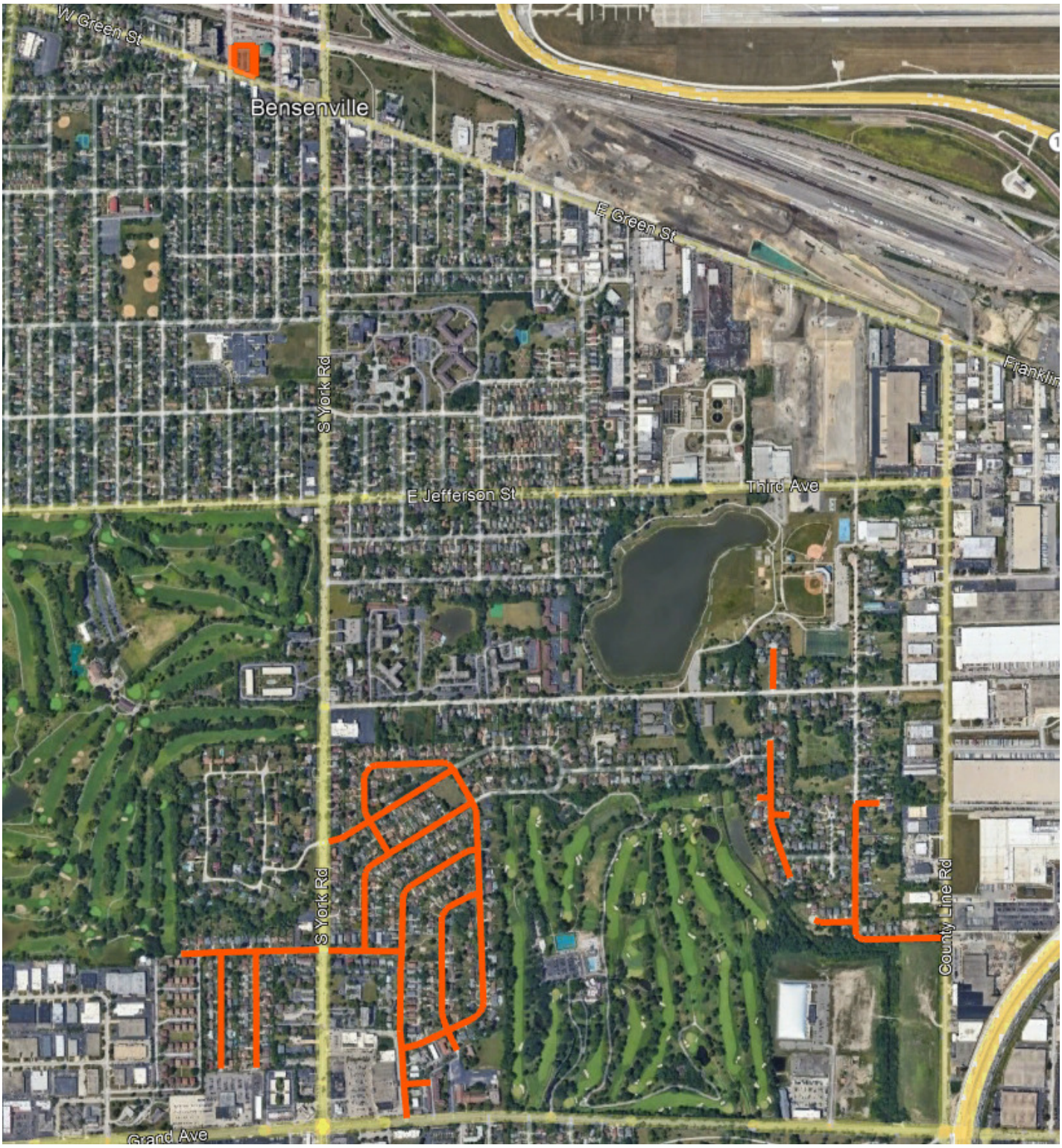
Pavement Core Location Diagram

Boring Log(s)

Core Picture(s)

Unified Soil Classification System

Reference Notes for Boring Logs

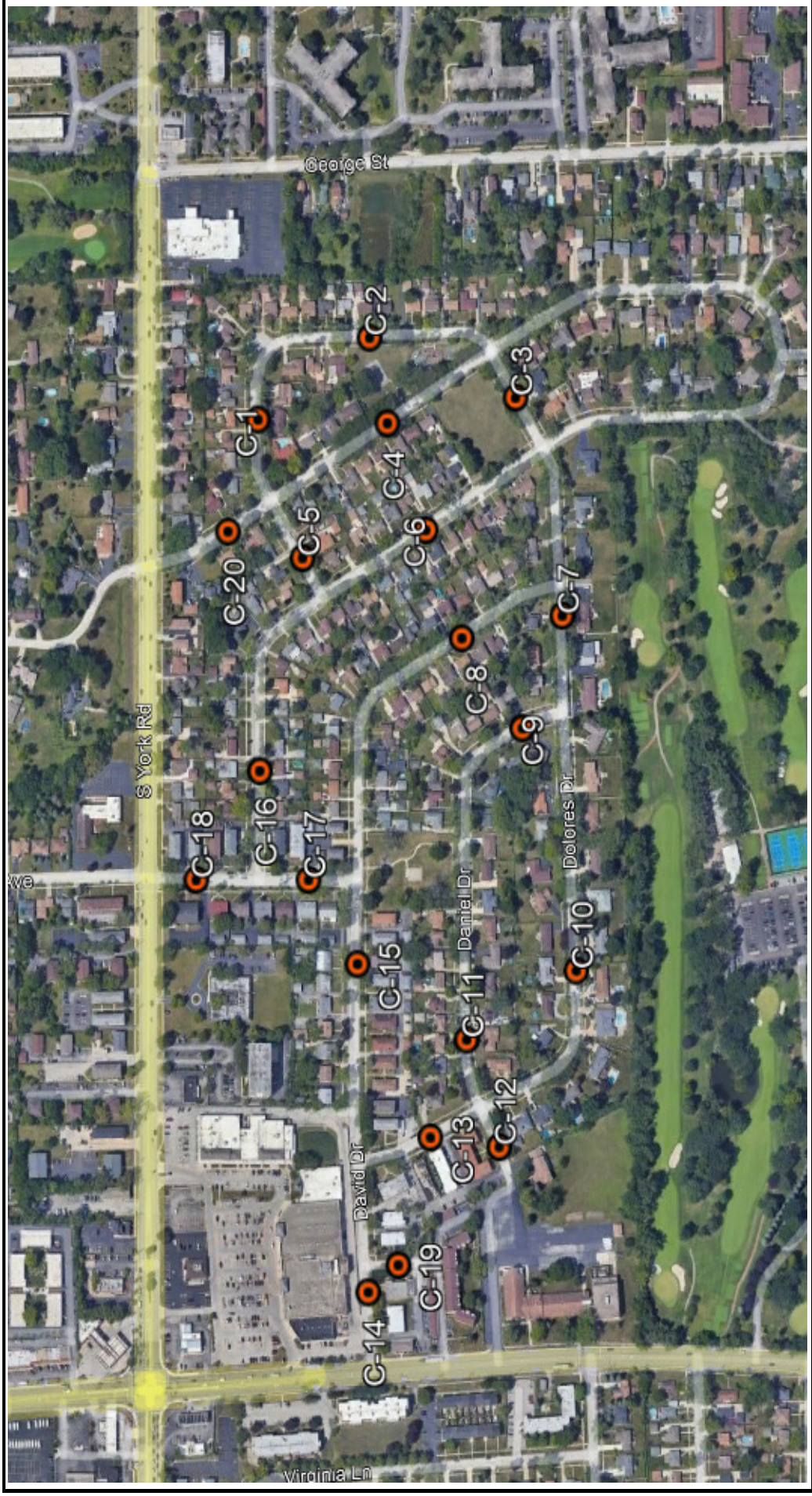


VICINITY MAP

- Approximate Site Locations

N

CGMT Project No. 23G0471
2024 Paving Project
Various Locations,
Bensenville, DuPage County,
Illinois 60106



Drawing Not To Scale

LEGEND

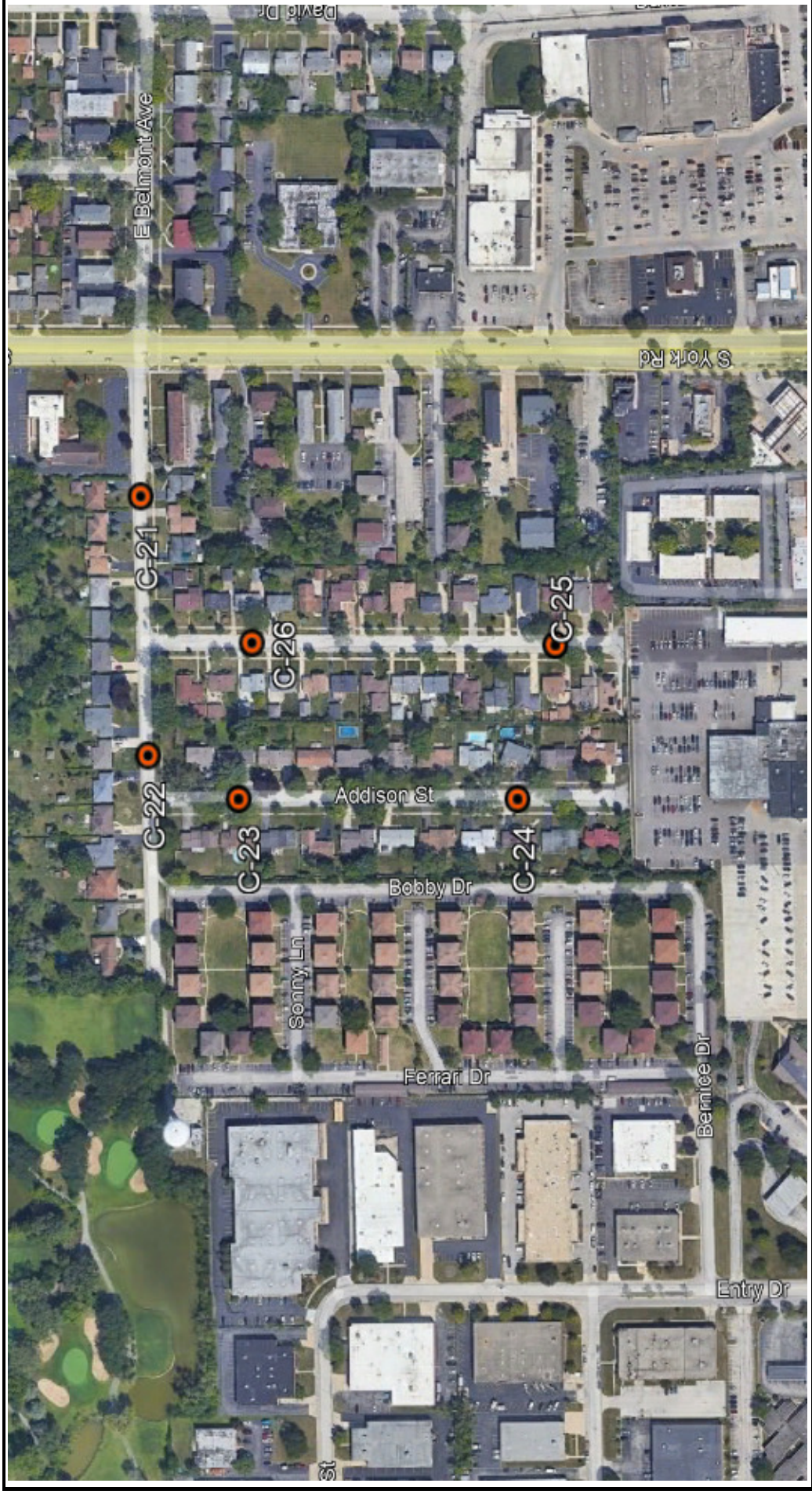
- Approximate Pavement Core and/or Soil Boring Location

Pavement Core and/or Soil Boring Location Diagram

2024 Paving Project

Dennis Dr., Dolores Dr., Jacquelyn Dr., Pamela Dr., David Dr., Daniel Dr., E. Belmont Ave. & Dante Ct.
Bensenville, Illinois 60106

Project Manager	Project Number
P. Patel	23G0471
Date	Sheet Number
10/26/2023	Fig. 1



Drawing Not To Scale

LEGEND

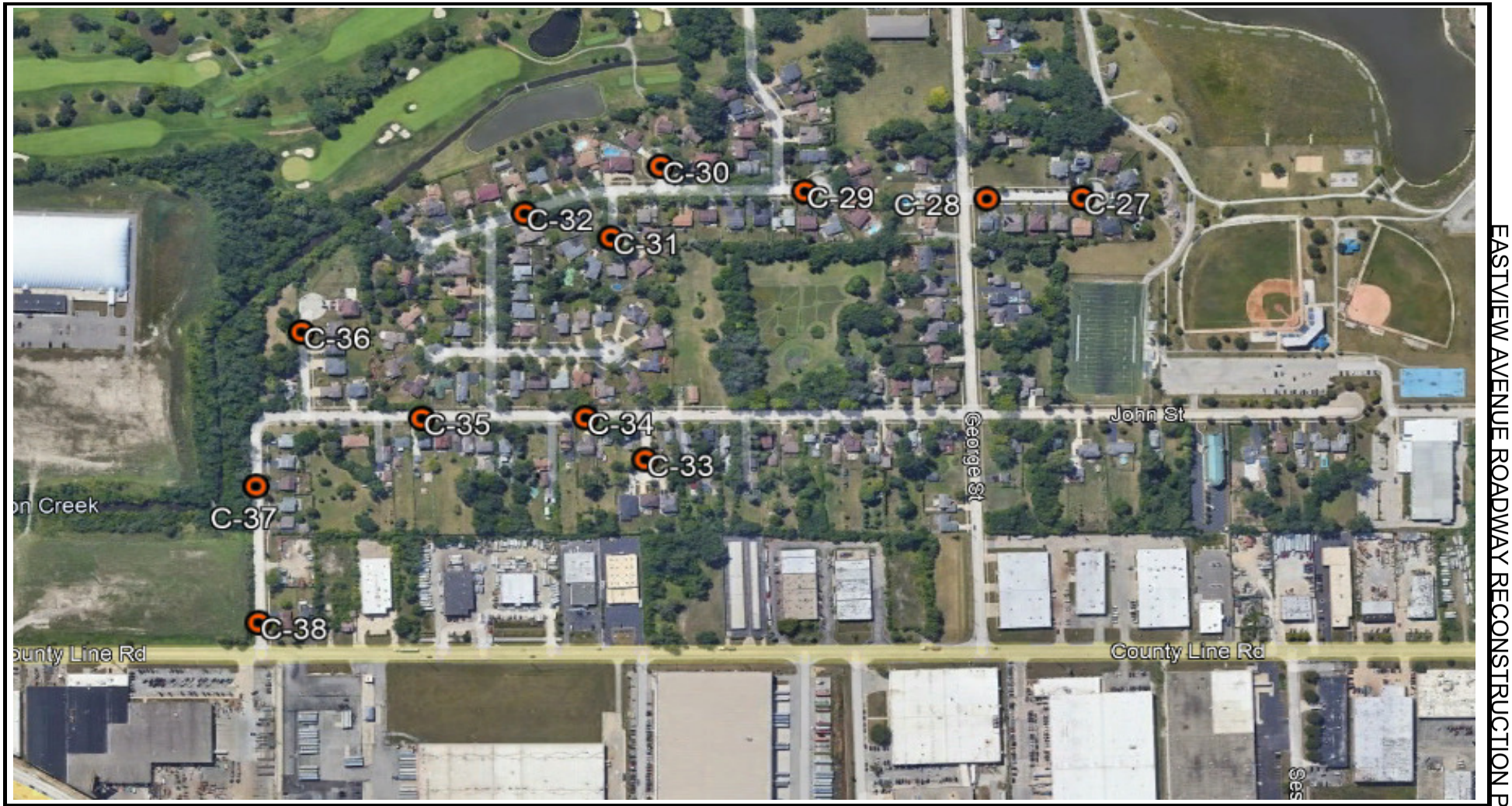
- Approximate Pavement Core and/or Soil Boring Location

Pavement Core and/or Soil Boring Location Diagram

2024 Paving Project

W. Belmont Ave., Addison St. & Center St.
Bensenville, Illinois 60106

Project Manager	Project Number
P. Patel	23G0471
Date	Sheet Number
10/26/2023	Fig. 2



Drawing Not To Scale

LEGEND

- Approximate Pavement Core and/or Soil Boring Location

Pavement Core and/or Soil Boring Location Diagram	
2024 Paving Project	
Redmond Ct., Brentwood Dr., Brentwood Ct., John St., Legends Ln. & E. Belmont Ave. Bensenville, Illinois 60106	
Project Manager	Project Number
P. Patel	23G0471
Date	Sheet Number
10/26/2023	Fig. 3

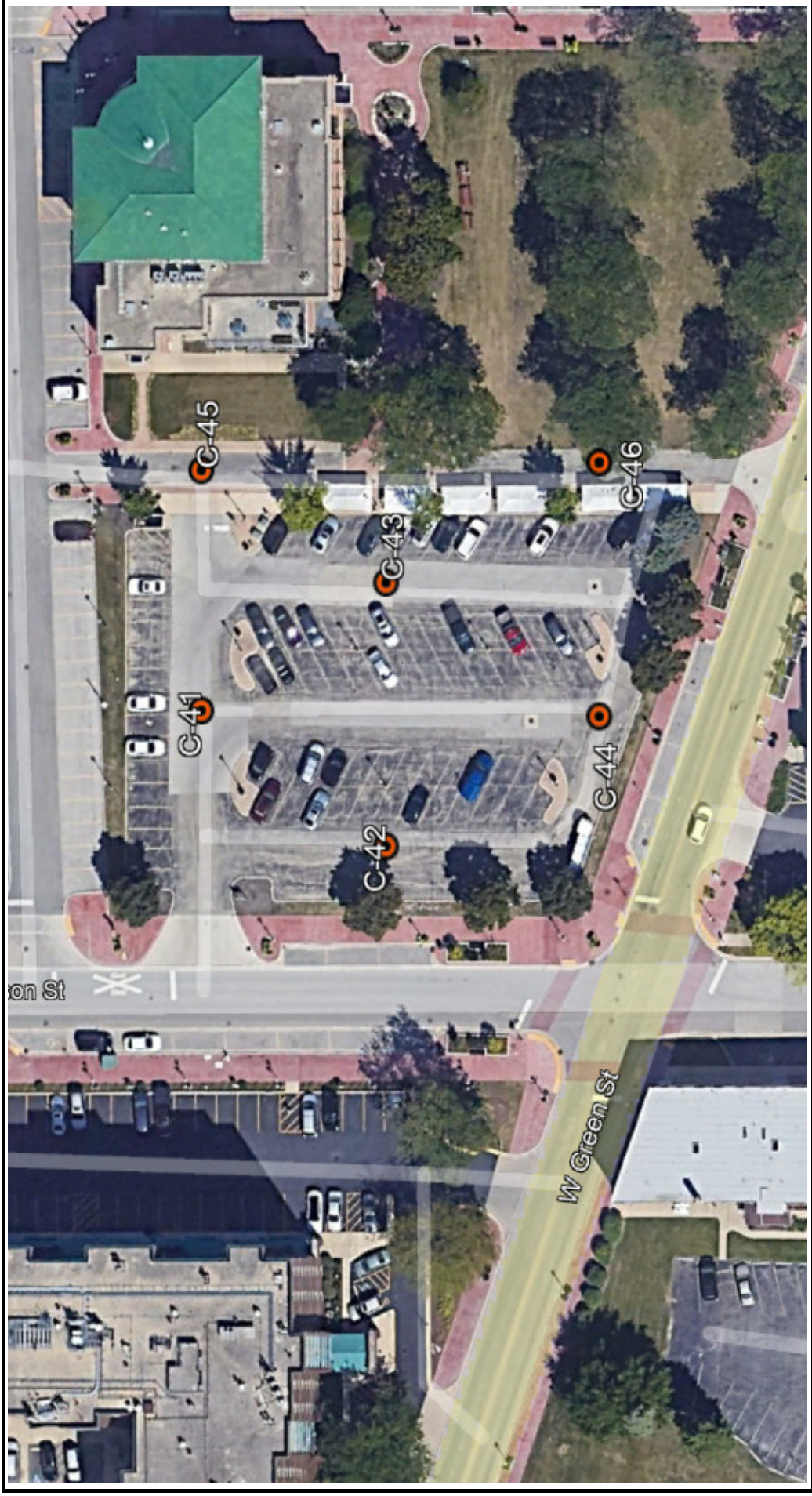
Drawing Not To Scale

N

LEGEND

- Approximate Pavement Core and/or Soil Boring Location

Pavement Core and/or Soil Boring Location Diagram	
2024 Paving Project	
Eastview Ave. Bensenville, Illinois 60106	
Project Manager	Project Number
P. Patel	23G0471
Date	Sheet Number
10/26/2023	Fig. 4



Drawing Not To Scale

LEGEND

- Approximate Pavement Core and/or Soil Boring Location

Pavement Core and/or Soil Boring Location Diagram	
2024 Paving Project	
Village Hall Parking Lot Bensenville, Illinois 60106	
Project Manager	Project Number
P. Patel	23G0471
Date	Sheet Number
10/26/2023	Fig. 5

IEPA UNCONTAMINATED SOIL

CERTIFICATIONS (LPC-662/663)

Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663

Revised in accordance with 35 Ill. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Eastview Avenue Street Improvements Office Phone Number, if available: _____

Physical Site Location (address, including number and street):
Eastview Avenue - Irving Park Rd to 350 feet south

City: Bensenville State: IL Zip Code: 60106

County: DuPage Township: Addison

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.96041 (Decimal Degrees) Longitude: - 87.95264 (-Decimal Degrees)

Identify how the lat/long data were determined:

○ GPS ✓ Map Interpolation ○ Photo Interpolation ○ Survey ○ Other

IEPA Site Number(s), if assigned: BOL: _____ BOW: _____ BOA: _____

Approximate Start Date (mm/dd/yyyy): _____ Approximate End Date (mm/dd/yyyy): _____

Estimated Volume of debris (cu. Yd.): _____

II. Owner/Operator Information for Source Site

Site Owner

Name: Village of Bensenville
Street Address: 12 S Center Street
PO Box: _____
City: Bensenville State: IL
Zip Code: 60106 Phone: 630-766-8200
Contact: Joseph Caracci, Public Works Director
Email, if available: _____

Site Operator

Name: Village of Bensenville
Street Address: 12 S Center Street
PO Box: _____
City: Bensenville State: IL
Zip Code: 60106 Phone: 630-766-8200
Contact: Joseph Caracci, Public Works Director
Email, if available: _____

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed $50,000 for the violation and an additional civil penalty of not to exceed $10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

Project Name: Eastview Avenue Street Improvements Latitude: 41.96041 Longitude: - 87.95264

Uncontaminated Soil Certification

III. Basis for Certification and Attachments

For each item listed below, reference the attachments to this form that provide the required information.

a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.610(a)]:

SEECO obtained 3 samples (E-1 to E-3) to 1-1.5 feet depth and chemical testing was performed on 1 sample (E-1). pH performed on rest. Materials certified herewith as CCDD material must be free of rebar, garbage, odors, etc. and any said materials must be segregated from CCDD materials and disposed of in other legal means.

b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0,including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 Ill. Adm. Code 1100.201(g), 1100.205(a), 1100.610]:

SEECO screened for volatile organics using a Photo Ionization Detector which indicates the presence of volatile organics in parts per million (ppm). No readings indicated the presence of volatile organics associated with contamination at the locations tested. Laboratory analysis were within the MAC range set forth by the IEPA and soil pH range is acceptable (results attached).

IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

I, Garrett Gray, PE (name of licensed professional engineer or geologist) certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Company Name:	SEECO Environmental Services, Inc.
Street Address:	7350 Duvan Drive
City:	Tinley Park State: IL Zip Code: 60477
Phone:	708-429-1685

Garrett Gray, PE
Printed Name:

Licensed Professional Engineer or
Licensed Professional Geologist Signature:

Feb 20, 2024
Date:

P.E. or L.P.G. Seal:

GARRETT W. GRAY
062-060834
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

Eastview Ave Bensenville
Write a description for your map.
Legend
Feature 1
Irving Park Rd
19
E-1
E-2
E-3
Parkside Ln
300 ft
N
Google Earth

VILLAGE OF BENSENVILLE

PROPOSAL FOR

CONTRACT BID

PROPOSAL

To the Village of Bensenville, Illinois:

The undersigned, having familiarized ourselves with the local conditions affecting the cost of the work and with the Contract Documents, including the Advertisement for Bids, Instructions to Bidders, Standard Specifications, Special Provisions, Form of Proposal, Form of Contract, Form of Performance Bond, etc., and with the plans and specifications and addenda thereto if any on file in the office of the Municipal Clerk of said Municipality, and understanding that in making this proposal he waives all right to plead any misunderstanding regarding the same; the undersigned hereby proposes to perform all specified work and to provide and furnish all labor, materials, tools, expendable equipment, and all utility and transportation services necessary to complete in a workmanlike manner all work required in connection with the construction of the **EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT** to be constructed by the said Municipality, all in accordance with the plans and specifications as prepared by the Village of Bensenville, including Addenda Nos. 0, ____, and ____, issued thereto, for the following prices; it being understood that each of the items is to be constructed complete in place and ready for use, including all labor, materials and equipment of every kind and nature necessary to construct the work as specified as well as all other appurtenant and accessory construction and that each item shall be constructed in all respects so as to accomplish the purpose for which the same was intended by the said plans and specifications.

1. It is understood and agreed by the undersigned that the Municipality reserves the unrestricted privilege to reject any bid should any unit prices be abutted, or any bid which are noticeably unbalanced, all at the sole discretion of the Municipality.

2. The aggregate total of the above lump sum (if any) and unit price items, based on the estimated quantities, shall be the basis for the establishing of the amount of the performance bond and for comparison of bids. Said total in the case of unit price bids, shall not be understood to be a single lump sum proposal or contract price.

3. If awarded this contract, the undersigned agrees to commence work within ten (10) calendar days after execution and acceptance of the contract. The undersigned further agrees to complete the work to the satisfaction of the Municipality by **SEPTEMBER 20, 2024.**

4. Accompanying this Proposal is a bid bond, certified check, bank draft or irrevocable letter of credit payable to the said Municipality in the amount of ten percent (10%) of the amount bid which it is agreed will be forfeited to said Municipality, if the undersigned fails to execute the contract in conformance with the form of contract incorporated in the Contract Documents and furnish performance bond as specified within fifteen (15) days after notification of the award of contract to the undersigned. The amount of the bid security is $ 10 % Bid Bond .

5. In submitting this bid, it is understood that the right is reserved by the said Municipality to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

6. Each pay item shall have a unit price and a total price.

7. The unit price shall govern if there is a discrepancy between the product of the unit price multiplied by the quantity.

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

9. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

10. In submitting this bid, the Contractor guarantees all work for a period of one (1) year after final acceptance of the project by the owner against faulty materials and/or workmanship. If any defects become apparent within the guaranty period, the Contractor shall repair said defects at his cost and to the satisfaction of the owner.

VILLAGE OF BENSENVILLE
EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT
BID FORM

THE UNDERSIGNED SUBMITS HEREWITH THIS SCHEDULE OF PRICES
FOR THE WORK TO BE PERFORMED UNDER THIS CONTRACT

SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	375	43.00	16,125.00
2	FURNISHED EXCAVATION	CU YD	2	500.00	1,000.00
3	TRENCH BACKFILL	CU YD	1	60.00	60.00
4	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	98	8.00	784.00
5	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	974	13.20	12,856.80
6	SODDING, SALT TOLERANT	SQ YD	974	8.80	8,571.20
7	SUPPLEMENTAL WATERING	UNIT	15	110.00	1650.00
8	INLET FILTERS	EACH	7	145.00	1015.00
9	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	33	110.00	3630.00
10	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	1,176	10.65	12524.40
11	AGGREGATE FOR TEMPORARY ACCESS	TON	80	30.00	2400.00
12	BITUMINOUS MATERIALS (PRIME COAT)	POUND	2202	.01	22.02
13	BITUMINOUS MATERIALS (TACK COAT)	POUND	440	.01	4.40
14	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	44	10.00	440.00
15	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	339	100.00	33900.00
16	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5,MIX "D", N50	TON	116	115.00	13340.00
17	PROTECTIVE COAT	SQ YD	200	1.75	350.00
18	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	48	245.00	11760.00
19	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	50	25.00	1250.00
20	DETECTABLE WARNINGS	SQ FT	34	40.00	1360.00
21	DRIVEWAY PAVEMENT REMOVAL	SQ YD	77	20.00	1540.00
22	COMBINATION CURB AND GUTTER REMOVAL	FOOT	372	9.00	3348.00
23	SIDEWALK REMOVAL	SQ FT	370	3.00	1110.00
24	STORM SEWERS, CLASS B, TYPE 1 12"	EACH	10	160.00	1600.00
25	STORM SEWER REMOVAL 12"	FOOT	4	13.00	52.00
26	FIRE HYDRANTS TO BE REMOVED	EACH	1	4050.00	4050.00
27	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	1	20500.00	20500.00
28	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1	375.00	375.00
29	VALVE BOXES TO BE ADJUSTED	EACH	1	550.00	550.00
30	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	5550.00	5550.00

VILLAGE OF BENSENVILLE
EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT
BID FORM

THE UNDERSIGNED SUBMITS HEREWITH THIS SCHEDULE OF PRICES
FOR THE WORK TO BE PERFORMED UNDER THIS CONTRACT

SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
31	INLETS, TYPE B, TYPE 3 FRAME AND GRATE	EACH	1	2725.00	2725.00
32	FRAMES AND GRATES, TYPE 23	EACH	2	710.00	1420.00
33	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	3	460.00	1380.00
34	REMOVING MANHOLES	EACH	1	340.00	340.00
35	REMOVING INLETS	EACH	1	115.00	115.00
36	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	645	32.00	20640.00
37	SIGN PANEL - TYPE 1	SQ FT	10	33.00	330.00
38	TELESCOPING STEEL SIGN SUPPORT	FOOT	28	16.50	462.00
39	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	100	20.00	2000.00
40	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	42	30.00	1260.00
41	STREET SWEEPING	HOUR	20	165.00	3300.00
42	CONSTRUCTION LAYOUT	L SUM	1	5500.00	5500.00
43	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	2	825.00	1650.00
44	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	1	2225.00	2225.00
45	DUST CONTROL WATERING	UNIT	5	300.00	1500.00
46	CONTAMINATED WASTE DISPOSAL	CU YD	50	100.00	5000.00
47	STAMPED PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	280	45.00	12600.00
48	GATE VALVE 6", VALVE VAULT 5' DIA., TYPE 1 FRAME, CLOSED LID	EACH	1	9300.00	9300.00
49	WATER MAIN CONNECTION "A"	L SUM	1	10250.00	10250.00
50	TRAFFIC CONTROL AND PROTECTION	L SUM	1	6000.00	6000.00

BIDDER'S PROPOSAL FOR THE ENTIRE IMPROVEMENT (TOTAL BID) $ 249,714.82

ALL OF THE ABOVE ITEMS, COMPLETE, IN PLACE, AS SPECIFIED, FOR THE TOTAL AMOUNT OF:

Two hundred forty nine thousand seven hundred fourteen dollars and 82/100

(IN WRITING)

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDA NOS. 0 , ____, **AND** ____

SIGNED BY: Vanessa D Hartel

Illinois Department of Transportation

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

Affidavit of Availability

For the Letting of 3/8/2024
(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	5	
Contract Number	ISTHA I-22-4884	22-00069-00-RS	61H44	WA078	23-00000-01-GM	
Contract With	K-5	Harvard	Alliance	IDOT	Marengo	
Estimated Completion Date	2024	2024	2024	2024	2024	
Total Contract Price	275,128.00	634,835.15	990,742.35	407,784.60	180,338.71	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	208,875.00	2,000.00	940,703.85	407,784.60	180,338.71	1,739,702.16
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All Work		1,739,702.16

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

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

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving			780,165.35	87270	94,999.00	962,434.35
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces			185.00		6,986.21	7,171.21
Highway,R.R. and Waterway Structures						0.00
Drainage				87554.6		87,554.60
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction				51450		51,450.00
Landscaping				11250	9,156.00	20,406.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	208,875.00		90,362.50		15,217.50	314,455.00
Engineer Allowance						0.00
Pavement Markings (Paint)			39,991.00			39,991.00
Other Construction (List)				8000		8,000.00
Traffic Control / Mobilization			30,000.00	22000	26,000.00	78,000.00
Restoration						0.00
Totals	208,875.00	0.00	940,703.85	267,524.60	152,358.71	1,569,462.16

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

Part III. Work Subcontracted to Others

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

	1	2	3	4	5
Subcontractor		**Truseal**		**Copenhaver Const**	**TBD**
Type of Work		**Striping**		**Concrete**	**Sewer**
Subcontract Price		**2,000.00**		**22,080.00**	**27,980.00**
Amount Uncompleted		**2,000.00**		**22,080.00**	**27,980.00**
Subcontractor				**Archon Const**	
Type of Work				**Sewer**	
Subcontract Price				**94,480.00**	
Amount Uncompleted				**94,480.00**	
Subcontractor				**Precesion Pavement**	
Type of Work				**Pavement Marking**	
Subcontract Price				**14,700.00**	
Amount Uncompleted				**14,700.00**	
Subcontractor				**Quigg Eng**	
Type of Work				**Construction Layout**	
Subcontract Price				**9,000.00**	
Amount Uncompleted				**9,000.00**	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	**0.00**	**2,000.00**	**0.00**	**140,260.00**	**27,980.00**

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

Subscribed and sworn to before me

this ____ day of _____, 20_____.

_____
Notary Public

My commission expires: _____

(Notary Seal)

Type or Print Name Jennier Graves — Vice President
Officer or Director — Title

Signed _____

Company Schroeder Asphalt Services, Inc.

Address P.O. Box 831
Huntley, IL 60142

Illinois Department of Transportation

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

Affidavit of Availability

For the Letting of 3/8/2024
(Letting date)

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

Part I. Work Under Contract

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

	6	7	8	9	10	
Contract Number	23-00100-00-R					
Contract With	River Forest					
Estimated Completion Date	7/1/2024					
Total Contract Price	832,475.00					**Accumulated Totals**
Uncompleted Dollar Value if Firm is the Prime Contractor	832,475.00					2,572,177.16
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All Work		2,572,177.16

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

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

						Accumulated Totals
Earthwork	8,750.00					8,750.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving	446,758.00					1,409,192.35
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						7,171.21
Highway,R.R. and Waterway Structures						0.00
Drainage	100,000.00					187,554.60
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						51,450.00
Landscaping						20,406.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	67,000.00					381,455.00
Demolition						0.00
Pavement Markings (Paint)						39,991.00
Other Construction (List), RR, Insurance						8,000.00
Traffic Control/Mobilization	28,000.00					106,000.00
WM Permit bond, items directed-engineer						0.00
Totals	650,508.00	0.00	0.00	0.00	0.00	2,219,970.16

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

Part III. Work Subcontracted to Others

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

	6	7	8	9	10
Subcontractor	**Reliable Landscape**				
Type of Work	**Landscape**				
Subcontract Price	**28,250.00**				
Amount Uncompleted	**28,250.00**				
Subcontractor	**Road Fabrics**				
Type of Work	**LJS**				
Subcontract Price	**23,644.00**				
Amount Uncompleted	**23,644.00**				
Subcontractor	**J Nardulli Concrete**				
Type of Work	**Concrete**				
Subcontract Price	**130,073.00**				
Amount Uncompleted	**130,073.00**				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	**181,967.00**	**0.00**	**0.00**	**0.00**	**0.00**

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

Subscribed and sworn to before me

this 5th day of March, 2024.

Notary Public

My commission expires: 11/04/2026

(Notary Seal) OFFICIAL SEAL
Rachael McDow
Notary Public - State of Illinois
My Commission Expires 11/04/2026

Type or Print Name Jennifer Graves — Vice President

Officer or Director — Title

Signed

Company Schroeder Asphalt Services, Inc.

Address P.O. Box 831

Huntley, IL 60142

Illinois Department of Transportation

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

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For the Letting of 3/8/2024
(Letting date)

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Part I. Work Under Contract

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	1	2	3	4	5	
Contract Number	ISTHA I-22-4884	22-00069-00-RS	61H44	WA078	23-00000-01-GM	
Contract With	K-5	Harvard	Alliance	IDOT	Marengo	
Estimated Completion Date	2024	2024	2024	2024	2024	
Total Contract Price	275,128.00	634,835.15	990,742.35	407,784.60	180,338.71	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	208,875.00	2,000.00	940,703.85	407,784.60	180,338.71	1,739,702.16
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All Work		1,739,702.16

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

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

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving			780,165.35	87270	94,999.00	962,434.35
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces			185.00		6,986.21	7,171.21
Highway,R.R. and Waterway Structures						0.00
Drainage				87554.6		87,554.60
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction				51450		51,450.00
Landscaping				11250	9,156.00	20,406.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	208,875.00		90,362.50		15,217.50	314,455.00
Engineer Allowance						0.00
Pavement Markings (Paint)			39,991.00			39,991.00
Other Construction (List)				8000		8,000.00
Traffic Control / Mobilization			30,000.00	22000	26,000.00	78,000.00
Restoration						0.00
Totals	208,875.00	0.00	940,703.85	267,524.60	152,358.71	1,569,462.16

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

Part III. Work Subcontracted to Others

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

	1	2	3	4	5
Subcontractor		**Truseal**		**Copenhaver Const**	**TBD**
Type of Work		**Striping**		**Concrete**	**Sewer**
Subcontract Price		**2,000.00**		**22,080.00**	**27,980.00**
Amount Uncompleted		**2,000.00**		**22,080.00**	**27,980.00**
Subcontractor				**Archon Const**	
Type of Work				**Sewer**	
Subcontract Price				**94,480.00**	
Amount Uncompleted				**94,480.00**	
Subcontractor				**Precesion Pavement**	
Type of Work				**Pavement Marking**	
Subcontract Price				**14,700.00**	
Amount Uncompleted				**14,700.00**	
Subcontractor				**Quigg Eng**	
Type of Work				**Construction Layout**	
Subcontract Price				**9,000.00**	
Amount Uncompleted				**9,000.00**	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	**0.00**	**2,000.00**	**0.00**	**140,260.00**	**27,980.00**

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

Subscribed and sworn to before me

this ____ day of _____, 20_____.

Type or Print Name Jennier Graves — Vice President

Officer or Director — Title

_____

Notary Public

Signed _____

My commission expires: _____

Company Schroeder Asphalt Services, Inc.

(Notary Seal)

Address P.O. Box 831

Huntley, IL 60142

Illinois Department of Transportation

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

Affidavit of Availability

For the Letting of 3/8/2024
(Letting date)

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

Part I. Work Under Contract

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

	6	7	8	9	10	
Contract Number	23-00100-00-R					
Contract With	River Forest					
Estimated Completion Date	7/1/2024					
Total Contract Price	832,475.00					Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	832,475.00					2,572,177.16
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All Work		2,572,177.16

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

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

						Accumulated Totals
Earthwork	8,750.00					8,750.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving	446,758.00					1,409,192.35
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						7,171.21
Highway,R.R. and Waterway Structures						0.00
Drainage	100,000.00					187,554.60
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						51,450.00
Landscaping						20,406.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	67,000.00					381,455.00
Demolition						0.00
Pavement Markings (Paint)						39,991.00
Other Construction (List), RR, Insurance						8,000.00
Traffic Control/Mobilization	28,000.00					106,000.00
WM Permit bond, items directed-engineer						0.00
Totals	650,508.00	0.00	0.00	0.00	0.00	2,219,970.16

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Part III. Work Subcontracted to Others

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

	6	7	8	9	10
Subcontractor	**Reliable Landscape**				
Type of Work	**Landscape**				
Subcontract Price	**28,250.00**				
Amount Uncompleted	**28,250.00**				
Subcontractor	**Road Fabrics**				
Type of Work	**LJS**				
Subcontract Price	**23,644.00**				
Amount Uncompleted	**23,644.00**				
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Type of Work	**Concrete**				
Subcontract Price	**130,073.00**				
Amount Uncompleted	**130,073.00**				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	**181,967.00**	**0.00**	**0.00**	**0.00**	**0.00**

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

Subscribed and sworn to before me

this 5th day of March, 2024.

Notary Public

My commission expires: 11/04/2026

(Notary Seal) OFFICIAL SEAL
Rachael McDow
Notary Public - State of Illinois
My Commission Expires 11/04/2026

Type or Print Name Jennifer Graves — Vice President

Officer or Director — Title

Signed

Company Schroeder Asphalt Services, Inc.

Address P.O. Box 831

Huntley, IL 60142

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	1	2	3	4	5	
Contract Number	ISTHA I-22-4884	22-00069-00-RS	61H44	WA078	23-00000-01-GM	
Contract With	K-5	Harvard	Alliance	IDOT	Marengo	
Estimated Completion Date	2024	2024	2024	2024	2024	
Total Contract Price	275,128.00	634,835.15	990,742.35	407,784.60	180,338.71	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	208,875.00	2,000.00	940,703.85	407,784.60	180,338.71	1,739,702.16
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All Work		1,739,702.16

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						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving			780,165.35	87270	94,999.00	962,434.35
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces			185.00		6,986.21	7,171.21
Highway,R.R. and Waterway Structures						0.00
Drainage				87554.6		87,554.60
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction				51450		51,450.00
Landscaping				11250	9,156.00	20,406.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	208,875.00		90,362.50		15,217.50	314,455.00
Engineer Allowance						0.00
Pavement Markings (Paint)			39,991.00			39,991.00
Other Construction (List)				8000		8,000.00
Traffic Control / Mobilization			30,000.00	22000	26,000.00	78,000.00
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	1	2	3	4	5
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Type of Work		Striping		Concrete	Sewer
Subcontract Price		2,000.00		22,080.00	27,980.00
Amount Uncompleted		2,000.00		22,080.00	27,980.00
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Type of Work				Sewer	
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Amount Uncompleted				94,480.00	
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Type of Work				Construction Layout	
Subcontract Price				9,000.00	
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Subcontractor					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	2,000.00	0.00	140,260.00	27,980.00

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Subscribed and sworn to before me

this ____ day of _____, 20_____.

Type or Print Name Jennier Graves — Vice President

Officer or Director — Title

Notary Public

Signed _____

My commission expires: _____

Company Schroeder Asphalt Services, Inc.

(Notary Seal)

Address P.O. Box 831

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HMA Paving	446,758.00					1,409,192.35
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Painting						0.00
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Demolition						0.00
Pavement Markings (Paint)						39,991.00
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	6	7	8	9	10
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Type of Work	**Landscape**				
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Amount Uncompleted	**28,250.00**				
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Type of Work	**LJS**				
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Amount Uncompleted	**23,644.00**				
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Type of Work	**Concrete**				
Subcontract Price	**130,073.00**				
Amount Uncompleted	**130,073.00**				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	**181,967.00**	**0.00**	**0.00**	**0.00**	**0.00**

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

Subscribed and sworn to before me

this 5th day of March, 20 24.

Notary Public

My commission expires: 11/04/2026

(Notary Seal) OFFICIAL SEAL Rachael McDow Notary Public - State of Illinois My Commission Expires 11/04/2026

Type or Print Name Jennifer Graves — Vice President

Officer or Director — Title

Signed

Company Schroeder Asphalt Services, Inc.

Address P.O. Box 831

Huntley, IL 60142

(If an Individual)

Signature of Bidder_____

Business Address_____

_____

(If a co-partnership)

Firm Name_____

(Seal)

Signed By_____

Business Address_____

(Insert Names and Addresses of all Partners of the Firm)

_____

_____

_____

_____

(If a Corporation)

Corporate Name Schroeder Asphalt Services, Inc.

Signed By _____ ,Ronald Schroeder
President

Business Address PO Box 831, Huntley, IL 60142

(Corporate Seal)

(Insert Names of Officers)

President Ronald Schroeder

Secretary Jennifer Griebel

Treasurer Ronald Schroeder

Attest: _____ ,Jennifer Griebel
Secretary

(Note: Bidders should not add any conditions or qualifying statements to this bid, since under these circumstances, the bid may be declared irregular as being not responsive to the advertisement for bids).

Illinois Department of Transportation

Certificate of Eligibility

Contractor No 5378

Schroeder Asphalt Services, Inc.
P. O. Box 831 HUNTLEY, IL 60142

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED $43,579,000.00

001	EARTHWORK	$1,600,000	
005	HMA PAVING	$29,925,000	B
012	DRAINAGE	$1,225,000	
017	CONCRETE CONSTRUCTION	$1,950,000	
032	COLD MILL,PLAN. & ROTOMILL	$7,825,000	
08A	AGGREGATE BASES & SURF. (A)	$2,325,000	

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 11/13/2023 TO 10/31/2024 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION.
ISSUED AT SPRINGFIELD, ILLINOIS ON 11/13/2023.

B Restricted to 1200 tons in any 1 contract (Class I and/or BAM) or as specified by local agency

Engineer of Construction

IL 494-0645

VILLAGE OF BENSENVILLE
EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT

PROPOSAL BID BOND

WE Schroeder Asphalt Services, Inc., P.O. Box 831, Huntley, IL 60142 as PRINCIPAL, and Hudson Insurance Company as SURETY, are held firmly bound unto the Village of Bensenville (hereinafter referred to as "LA") in the penal sum of 10% of the total bid price. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the LA this sum under the conditions of this instrument.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 5th day of March A.D. 2024.

Principal

Schroeder Asphalt Services, Inc.	
(Company Name)	(Company Name)
By: (Signature & Title) Corporate Secretary	By: (Signature & Title)

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

SCHROEDER ASPHALT SERVICES, INC. CORPORATE SEAL ILLINOIS 1997

VILLAGE OF BENSENVILLE
EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT

Surety

Hudson Insurance Company
(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)
James I. Moore

STATE OF ILLINOIS,

COUNTY OF DuPage

I, Lisa Marotta, a Notary Public in and for said county, do hereby certify that James I. Moore & Jennifer Griebel
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this 5th day of March A.D. 2024.

My commission expires February 7, 2026.

_____
Notary Public Lisa Marotta

OFFICIAL SEAL
LISA MAROTTA
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires February 7, 2026

NOTICE

1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.

2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.

HUDSON INSURANCE GROUP

Bond Number: Bid Bond

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

James I. Moore
of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars (25,000,000.00).**

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 2nd day of June, 2022 at New York, New York.

(Corporate seal)

HUDSON INSURANCE COMPANY

Attest.....
Dina Daskalakis No. 01MU6067553
Corporate Secretary

By.....
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 2nd day of June, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)

ANN M. MURPHY
NOTARY PUBLIC
STATE OF NEW YORK

.....
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 5th day of March, 2024.

(Corporate seal)

By.....
Dina Daskalakis, Corporate Secretary

HOLD HARMLESS AGREEMENT

The Contractor agrees to indemnify and defend the Village of Bensenville, its officers, agents and employees and each of them, against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise (or which may be alleged to have arisen) out of or in connection with the work covered by this Agreement. The foregoing indemnity (together with Contractor's obligation to defend) shall apply unless it shall be found by a court of competent jurisdiction that such injury, death or damage shall have been caused solely by the negligence of the Village of Bensenville, its officers and employees, or any of them. The Village of Bensenville shall be entitled to withhold from any payment otherwise due pursuant to this Agreement such amount or amounts as may be reasonably necessary to protect it against liability from any personal injury, death or property damage resulting from the performance of the work hereunder.

Village of Bensenville	Contractor
_____	_____
Signature	Signature
_____	President
Title	Title
_____	03/05/2024
Date	Date

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act", the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of 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 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 of maintaining drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance program; and

(4) the penalties that may be imposed upon employees for drug violations.

(c) Making it a requirement to give a copy of the statement required by subsection (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 agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION (continued)

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.

(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 in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to abide by this certification shall subject the contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

Contractor
Schroeder Asphalt Services, Inc.

ATTEST:

,Jennifer Griebel

DATE: 03/05/2024

VILLAGE OF BENSENVILLE
EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT

SEXUAL HARASSMENT CERTIFICATE

Ronald Schroeder hereinafter referred to as "Contractor" having submitted a bid/proposal for **EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT** to the Village of Bensenville, DuPage County, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) including the following information:

1. An acknowledgment of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: ,Ronald Schroeder
Authorized Agent of Contractor

Subscribed and sworn to
before me this 5th day
of March, 2024.

,Rachael McDow
Notary Public

OFFICIAL SEAL
Rachael McDow
Notary Public - State of Illinois
My Commission Expires 11/04/2026

VILLAGE OF BENSENVILLE
EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT

BID CERTIFICATION FORM

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH SECTION 33E-11 OF ILLINOIS CRIMINAL CODE OF 1961

I/we hereby certify that Ronald Schroeder is not barred from (Name of Bidder) bidding on this contract as the result of a violation of either Section 33E-3 or 33E-4 of this Article of the Illinois Criminal Code of 1961.

Signed: _____ Date: 03/05/2024

Title: President

INTERFERENCE WITH PUBLIC CONTRACTING - - BID RIGGING AND ROTATING - - KICKBACKS - - BRIBERY

PUBLIC ACT 85-1295
S.B. 2002

AN ACT to add Article 33E to the "Criminal Code of 1961", approved July 28, 1961, as amended.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 1: Article 33E is added to the "Criminal Code of 1961", approved July 28, 1961, as amended, the added Article to read as follows:

ARTICLE 33E. PUBLIC CONTRACTS

Sec. 33E-3 Bid Rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense shall be barred for 5 years from the date of conviction from bidding on any contract offered for bid by any unit of State of local government.

Sec. 33E-4. Bid rotating. A person commits the offense of bid rotating when pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense shall be permanently barred from bidding on public contracts in the State of Illinois.

CONTRACT

1. THIS AGREEMENT, made and concluded this ____ day of _____, 2024 between the Village of Bensenville acting by and through its Mayor and City Council, known as the party of the first part, and _____ his/their executors, administrators, successors or assigns, known as the party of the second part.

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

3. And it is also understood and agreed that the notice to bidders, instructions to bidders, specifications, special provisions, proposal and contract bond hereto attached and the plans for the **EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT,** prepared and approved by the Village of Bensenville, are all essential documents of this contract and are a part hereof.

4. And it is also understood and agreed that employers shall not discriminate against employees or applicants for employment on basis of race, color, religion, sex or national origin.

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

Village of Bensenville

By: _____
Mayor
Party of the First Part

ATTEST:

_____
Municipal Clerk

(If Corporation)

Corporate Name_____

(Corporate Seal)

Address _____

_____

ATTEST:

By _____(Seal)
President

_____
Corporate Secretary

(If an Individual)

Business Name_____

Address_____

_____

By_____(Seal)
Bidder

(If a Co-partnership)

Firm Name_____

Address_____

_____

By_____(Seal)

_____

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENT, that we_____

_____

as Principal, and_____

a corporation organized and existing under the laws of the State of Illinois, as Surety, are held and firmly bound unto the Village of Bensenville, State of Illinois, in the penal sum of _____ _____dollars ($_____), lawful money of the United States, well and truly to be paid unto said Village of Bensenville for the payment of which we bind ourselves, our heirs, executors, administrators, successor, and assigns, jointly, severally, and firmly by these present.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with the Village of Bensenville acting through the Mayor and City Council of said Village of Bensenville for the construction of the work designated as **EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT** in the Village of Bensenville which contract is hereby referred to and made a part hereof, as if written herein at length, in and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, material, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, sub-contractor, or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted and shall hold the Village of Bensenville and the said Mayor and City Council harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements, of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this _____ day of _____A.D. 2024.

Corporate
Name_____

By:_____

ATTEST:_____
Secretary

Surety:_____
(Seal)

By:_____
Attorney in Fact (Seal)

By:_____
Attorney in Fact (Seal)

Countersigned
By:_____
Agent for Surety

_____
Address of Surety

State of _____)
) SS
County of _____)

I, _____ a Notary Public in and for said county, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Principal therein, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this _____ day of _____, A.D. 2024.

_____Notary Public

Seal

_____Address

State of _____)
) SS
County of _____)

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, who is personally known to me to be the person who signed the above and foregoing instrument as the Attorney in Fact for _____, thereto, as his Principal, and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under the authority given him by said Principal.

Given under my hand and Notarial Seal, this _____ day of _____, A.D. 2024.

_____Notary Public

_____Address

Approved this _____ day of _____, A.D. 2024.

ATTEST: Mayor and City Council

_____ _____
Municipal Clerk Mayor
Municipal Seal

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Brad Hargett	Public Works	March 19, 2024

DESCRIPTION:

Consideration of a Resolution Authorizing the Execution of a Construction Engineering Services Agreement with Civiltech Engineering, Inc. for the Eastview Avenue Roadway Reconstruction Project in the Not-to-Exceed Amount of $62,388

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	***Financially Sound Village***	X	***Enrich the lives of Residents***
X	***Quality Customer Oriented Services***		***Major Business/Corporate Center***
X	***Safe and Beautiful Village***		***Vibrant Major Corridors***

COMMITTEE ACTION:	DATE:
Committee of the Whole	March 19, 2024

BACKGROUND:

The Eastview Avenue Roadway Reconstruction Project will consist of full depth pavement removal/replacement and widening from Irving Park Road (IL Route 19) extending 300 feet to the south. This section of Eastview Avenue accommodates two-way traffic on an existing 18-foot-wide pavement section. The proposed improvements will widen the pavement to Village's standard 27 foot, which is consistent with the adjacent cross section of Eastview Avenue to the south. The project also includes driveway removal and replacement, structure adjustment/reconstruction, new drainage structures and storm sewer, water main service and fire hydrant installation, concrete curb and gutter, pavement markings, and landscape restoration within the right-of-way.

A&E Luxury Apartment is currently in the planning phase to build a new 100+ unit apartment building on the southeast corner of Eastview Avenue and Irving Park Road. The development includes a proposed water service beneath Eastview Avenue. To avoid a pavement patch in this project new roadway pavement, the required water service beneath Eastview Avenue is included in the scope of the Eastview Avenue Roadway Reconstruction Project.

KEY ISSUES:

In 2022, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide design as well as construction engineering services for the upcoming years. Civiltech Engineering, Inc. is one of the short-listed firms to provide construction engineering services.

Civiltech brings forth a very experienced project team that has successfully provided similar services to the Village, most recently on the Bryn Mawr Avenue & Birginal Drive Reconstruction Project. The proposed engineering scope includes on-site inspections, review of project layout, construction documentation, material testing and preparation of record drawings. The material testing required for the project will be performed by Midland Standard Engineering and Testing as a sub-consultant, and includes all sub-grade, concrete and asphalt pavement assessments and observations.

Civiltech's negotiated proposed work effort and fee totals 62,388.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends the approval of a Construction Engineering Services Agreement with Civiltech Engineering, Inc. for the Eastview Avenue Roadway Reconstruction Project in the Not-to-Exceed Amount of $62,388.

BUDGET IMPACT:

In FY-2024, Construction Engineering Services for this project have been budgeted in the TIF 12 Fund account #37980810-536515-24104.

ACTION REQUIRED:

Resolution Authorizing the Execution of a Construction Engineering Services Agreement with Civiltech Engineering, Inc. for the Eastview Avenue Roadway Reconstruction Project in the Not-to-Exceed Amount of $62,388.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	3/8/2024	Resolution Letter
Location Map	3/8/2024	Backup Material
Proposal	3/8/2024	Backup Material

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A CONSTRUCTION ENGINEERING SERVICES AGREEMENT WITH CIVILTECH ENGINEERING, INC. FOR THE EASTVIEW AVENUE ROADWAY RECONSTRUCTION PROJECT IN THE NOT-TO-EXCEED AMOUNT OF $62,388

WHEREAS the VILLAGE OF BENSENVILLE (hereinafter "Village") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *es seq*; and

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS the Village of Bensenville strives to provide quality services to its residents and businesses; and

WHEREAS pavement maintenance is one of the core services provided by the Village; and

WHEREAS Tax Increment Financing District 12 (TIF 12) was previously established to generate funds to perform various levels of infrastructure improvements within its respective boundaries; and

WHEREAS the limits of Eastview Avenue Roadway Reconstruction Project will be from Irving Park Road (IL Route 19) extending 300' to the south; and

WHEREAS based on the deteriorating conditions, geographical location, substandard pavement width, and the 2023 pavement condition index (PCI) rating for Eastview Avenue being thirty-nine (39), Village staff has identified this section of Eastview Avenue for reconstruction in 2024; and

WHEREAS the scope of this project includes the removal of existing pavement, base course and sub-base to the proposed sub-grade elevation with installation of a new full depth asphalt, driveway removal and replacement, structure adjustment/reconstruction, new drainage structures and storm sewer, water main service and fire hydrant installation, PCC curb and gutter, pavement markings, and landscape restoration within the right-of-way; and

WHEREAS the Village has an approved short list of firms to provide construction engineering services with Civiltech Engineering, Inc. being one of the short-listed firms; and

WHEREAS Civiltech Engineering, Inc. brings forth a very experienced project team that has successfully provided similar services to the Village, most recently on the Bryn Mawr Avenue & Birginal Drive Reconstruction Project; and

WHEREAS the Village requested a proposal from Civiltech Engineering, Inc.; and

WHEREAS the proposed engineering scope includes on-site inspections, review of project layout, construction documentation, material testing and preparation of record drawings; and

WHEREAS the negotiated total construction engineering cost proposal received is in the not-to-exceed amount of $62,388; and

WHEREAS the Village feels confident in hiring Civiltech Engineering, Inc. due to their knowledge, familiarity, and past performances to the Village on past, similar projects.

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

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution Authorizing the Execution of a Construction Engineering Services Agreement with Civiltech Engineering, Inc. for the Eastview Avenue Roadway Reconstruction Project in the Not-to-Exceed Amount of $62,388.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 26, 2024.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

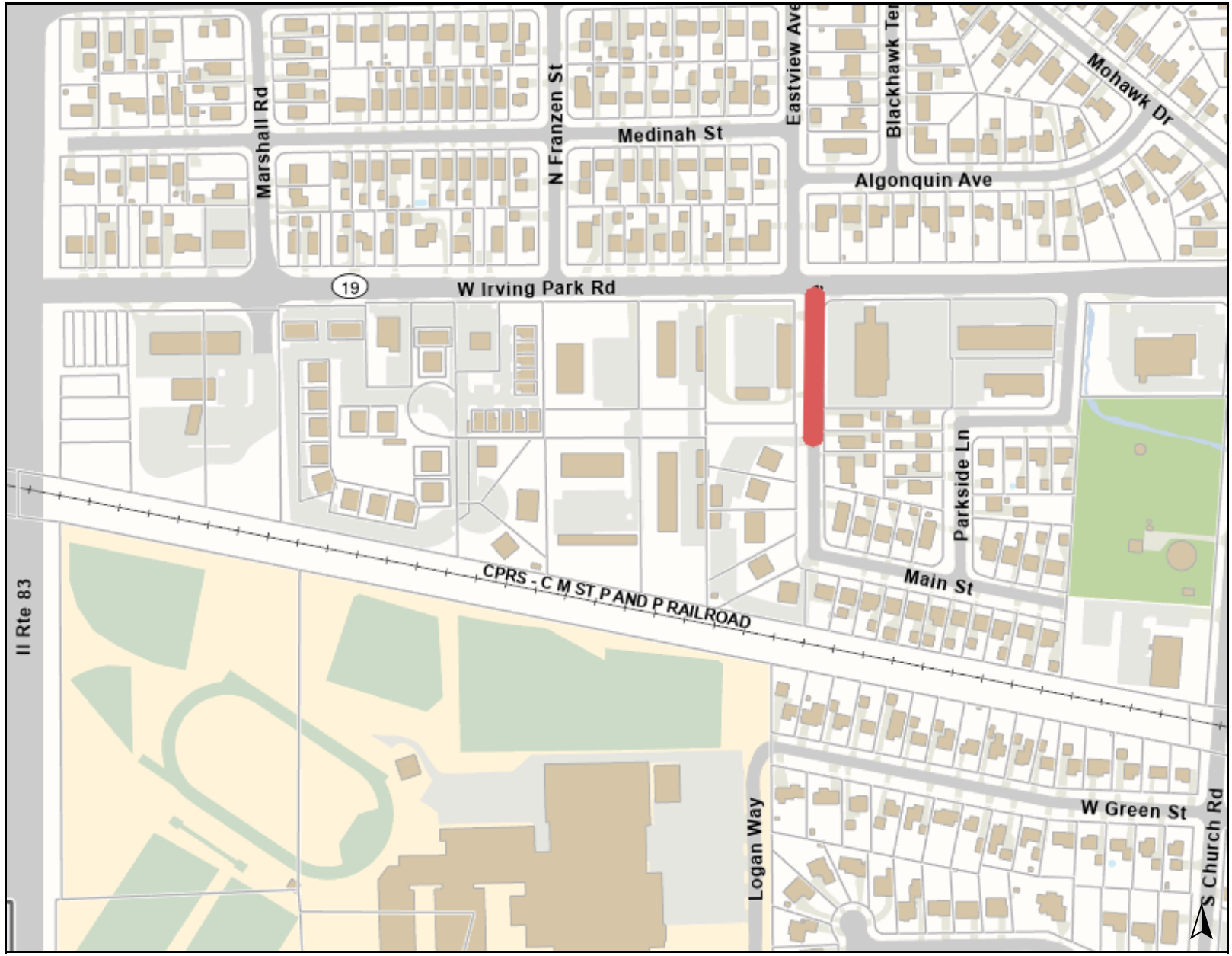
AYES: _____

NAYS: _____

ABSENT: _____

GISConsortium

Eastview Avenue Roadway Reconstruction Project



Legend

0 500 1000 ft

Print Date: 12/20/2023

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

Local Public Agency	LOCAL AGENCY	Illinois Department of Transportation	CONSULTANT	Consultant
Village of Bensenville				Civiltech Engineering, Inc.
County: DuPage				Address: Two Pierce Place, Suite 1400
Section:				City: Itasca
Project No.: #24.1.04		**Construction Engineering Services Agreement For Federal Participation**		State: Illinois
Job No.:				Zip Code: 60143
Contact Name/Phone/E-mail Address: Jeffrey S. Maczko; 630.594-1196 JMaczko@bensenvill.il.us				Contact Name/Phone/E-mail Address: James D. Ewers; 630.773.3900 jewers@civiltechinc.com

THIS AGREEMENT is made and entered into this 26th day of March, 2024 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

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

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

Project Description

Name: Eastview Ave. Roadway Reconstruction Route: Various Length: 0.06 mi Structure No.: N / A

Termini: IL Route 19 (Iring Park Rd.) to 300 feet to the South

Description: This project generally consists of the reconstruction of Eastview Ave. with new HMA pavement and the installation of new curb & gutter. The project includes driveway removal and replacement, sidewalk, storm sewer & watermain adjustments, landscape restoration and all related appurtenances and accessories necessary to complete the work.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinbefore described and checked below:

   ☒ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.

   ☒ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.

   ☒ c. For soils, to obtain samples and perform testing as noted below.

   ☒ d. For aggregates, to obtain samples and perform testing as noted below.

   NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

☒ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.

☒ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.

☒ g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.

☒ h. Geometric control including all construction staking and construction layouts.

☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.

☒ j. Measurement and computation of pay items.

☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

☒ l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.

☒ m. Revision of contract drawings to reflect as built conditions.

☒ n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.

4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.

5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the 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.

6. 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 completed 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. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.

9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

10. The undersigned certifies neither the ENGINEER nor I have:

a) 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 me or the above ENGINEER) to solicit or secure this AGREEMENT;

b) 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) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

e) have 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 indicted 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) of this certification; and

g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.

12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.

15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LPA AGREES,

1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.

2. To furnish the necessary plans and specifications.

3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.

4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

☐ FF = 15.0%[DL + R(DL) + OH(DL) + IHDC], or
☒ FF = 15.0%[(2.3 + R)DL + IHDC]

Where:
DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor
FF=Fixed Fee
SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

a) **For the first 50% of completed work**, and 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 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
c) **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 the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

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 STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any 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 DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by 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 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.

2. 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 specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

3. 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 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.

4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.

5. 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.

6. That in the event the 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.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.

8. This certification is required by the Drug Free Workplace Act (30ILCS 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 State 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 contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

   For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other 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 a contract or grant of $5,000 or more from the State, as defined in 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 of maintaining 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) of 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 by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.

   (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.

   (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. 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 DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LPA deems appropriate.

10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Civiltech Engineering, Inc.	36-3606666	$58,888.00

Sub-Consultants:	TIN Number	Agreement Amount
Midland Standard Engineering & Testing, Inc.	20-2435502	$3,500.00
	Sub-Consultant Total:	$3,500.00
	Prime Consultant Total:	$58,888.00
	Total for all Work:	$62,388.00

Executed by the LPA:

Village of Bensenville
(Municipality/Township/County)

ATTEST:

By: _____

Nancy Quinn Clerk

(SEAL)

By: _____

Title: Evan Summers, Village Manager

Executed by the ENGINEER:

Civiltech Engineering, Inc.

ATTEST:

By: _____

Title: Vice President

By: _____

Title: President

BLR 05611 (Rev. 11/09/17)

Exhibit A - Construction Engineering

Route: Eastview Ave. Roadway Reconstruction
Local Village of Bensenville
(Municipality/Township/County)
Section:
Project: #24.1.04
Job No.:

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

Overhead Rate (OH) 130.00 %
Complexity Factor (R) 0.00
Calendar Days

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1 ☐ 15.0%[DL + R(DL) + OH(DL) + IHDC]
Fixed Fee 2 ☒ 15.0%[(2.3 + R)DL + IHDC]
Specific Rate ☐
Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Totals		0.00							

See attached Cost Estimate of Consultant's Services

Exhibit A - Construction Engineering
COST ESTIMATE OF CONSTRUCTION SERVICES
PHASE III ENGINEERING SERVICES

Eastview Ave. Roadway Reconstruction Project
Village of Bensenville

Route: Eastview Ave. Reconstruction
Local Agency: Village of Bensenville
Section No.:
Project No.: #24-1-04
Job No.:
County: DuPage

*Includes annual increase (3%) for work in 2024

**Labor x 0.150 x 2.30 = Fixed Fee
Complexity factor (R=0.00)

Consultant: Civiltech Engineering, Inc. **Revised: 3/8/2024**

ITEM	Employee Classification	Total Number of Manhours	Percent of Total	DOLLARS ($) Payroll Rate*	Payroll Costs	Payroll, Burden & Fringe Costs; Overhead & Expenses (Labor x 1.30)	Fixed Fee** (Labor x 0.35)	TOTAL
Construction Engineering:	Res. Engr. V	160	38.37%	$ 68.00	$ 10,880	$ 14,144	$ 3,808	$ 28,832
	Asst. RE (Res. Engr. I)	0	0.00%	$ 37.50	$ -	$ -	$ -	$ -
	Res. Engr. II	230	55.16%	$ 38.75	$ 8,913	$ 11,587	$ 3,120	$ 23,620
	Intern (Field Tech. I)	0	0.00%	$ 18.00	$ -	$ -	$ -	$ -
	Chief Layout Specialist	24	5.76%	$ 43.50	$ 1,044	$ 1,357	$ 365	$ 2,766
	Structural Engr. IV	0	0.00%	$ 57.75	$ -	$ -	$ -	$ -
	Sr. Proj . Mngr.	3	0.72%	$ 78.00	$ 234	$ 304	$ 82	$ 620
								SUBTOTAL
Direct Expenses:								**$ 55,838**
1.) Vehicle Expense								$ 2,925
2.) Material Testing								$ 3,500
3.) Soils Monitoring								$ -
4.) Printing Expense								$ 75
5.) Photography								$ 50
TOTALS		**417**	**100.00%**		**$ 21,071**	**$ 27,392**	**$ 7,375**	**$ 62,388**

1.) 45 Days @ $65.00/Day
2.) Material Testing (Midland Standard Engineering & Testing, Inc.)
3.) Soils Monitoring
4.) Estimated printing expense for Record Drawings
5.) Estimated photography expense

Eastview Ave. Roadway Reconstruction Project
Summary of Direct Costs

Route:	Eastview Ave. Reconstruction
Local Agency:	Village of Bensenville
Section No.:	
Proj. No.:	#24-1-04
Job No.:	
County:	DuPage
Contract No.:	

Direct Costs:

Printing Expense

Assume 2 large sets for working drawings & 1 set for final "As-Builts"
Bond Prints: 3 sets X 29 sheets/set X $0.86 per sheet = $74.82

Total = $74.82

Say: $75.00

Photography Expense

Assume 5 sets of developed digital pictures @ $10.00 ea. = $50.00

Total: $50.00

Vehicle Expense

45 vehicle days required @ $65.00 per day = $2,925.00

Total: $2,925.00

Exhibit B

Eastview Ave. Roadway Reconstruction Project

Village of Bensenville
Anticipated Contractor's Schedule

| STAFF | CLASSIFICATION | HOURS | | 2024 | | |

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Jeff Maczko	Public Works	March 19, 2024

DESCRIPTION:

Consideration of a Resolution Authorizing a Phase I Design Engineering Services Agreement with BLA, Inc. of Itasca, IL for the Evergreen Street Reconstruction STP Project in the Not-to-Exceed Amount of $353,487

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	***Financially Sound Village***	X	***Enrich the lives of Residents***
X	***Quality Customer Oriented Services***		***Major Business/Corporate Center***
X	***Safe and Beautiful Village***		***Vibrant Major Corridors***

COMMITTEE ACTION:	DATE:
Committee of the Whole	March 19, 2024

BACKGROUND:

The Village successfully applied for a Surface Transportation Program (STP) grant in the amount of $4,235,000 ($3,750,000 for construction and $485,000 for construction engineering) to reconstruct Evergreen Street, from Green Street to Jefferson Street. The project scope includes replacing the deteriorated pavement with the Village's standard industrial PCC roadway pavement, new subbase, new curbs, gutters, and aprons, storm sewer improvements, addition of sidewalk in the corridor. Other items of work will include ADA ramps, pavement striping, signage replacement, and landscape restoration.

In addition to the federally funded work above, the Village will also utilize it own funding to include the reconstruction of the remainder of the Park Street and Pine Avenue horseshoe with new PCC pavement, new subbase, new curbs, gutters, and aprons, storm sewer improvements, the addition of sidewalk in the corridor, ADA ramps, pavement striping, signage replacement, and landscape restoration. All roadways (Pine, Park, and Evergreen) will receive new water mains prior to installation of the new roadway pavements, and the sanitary sewers will be evaluated for repairs and lining during this project.

Funding for this project's construction is included in IDOT's 2027 fiscal year, which begins July 1, 2027. Depending on design approval, this project is anticipated to be let for construction in late 2027 or early 2028.

KEY ISSUES:

In 2022, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide design as well as construction engineering services for the upcoming years. BLA, Inc. is one of the short-listed firms.

BLA has provided similar design engineering services for many municipalities on numerous projects in the Chicagoland Area. BLA has a diverse design group with expertise in IDOT phase I reports, environmental impacts, traffic analysis, drainage studies, and municipal engineering. Village staff feels very confident in hiring BLA for the upcoming project due to their excellent professional skills, knowledge, and staff capabilities.

The proposed assignment scope includes data collection, utility coordination, geometric analysis, traffic analysis, drainage studies, Phase I design approval, environmental clearances, wetland delineation and study, tree survey and preparation of a Project Development Report. As design progresses and staff feel confident in the solutions that BLA is proposing, a more detailed Phase II engineering agreement will be brought to the Board for phase II engineering.

After scoping meetings and negotiations, BLA's proposed work effort for this project totals $353,487. Federally funded projects have to abide by rigorous federal requirements and deadlines to obtain approval. The requirements of federal process are similar regardless of the type, size or scope of the project. At this time staff has estimated the entire project cost at approximately $7,500,000 - $8,000,000. Based on this estimate the phase I design costs are approximately 4.5% which is within the typical range of 5-8% that we expect for phase I design costs.

ALTERNATIVES:

Discretion of the Committee of the Whole

RECOMMENDATION:

Staff recommends Authorizing a Phase I Design Engineering Services Agreement with BLA, Inc. of Itasca, IL for the Evergreen Street Reconstruction STP Project in the Not-to-Exceed Amount of $353,487.

BUDGET IMPACT:

Phase I design services for this project have been budgeted in the FY2024 Village Budget, Capital Improvements Fund #31080810-536513-25103. Work will continue into Village FY 2025 as well.

ACTION REQUIRED:

Approval of a Resolution Authorizing a Phase I Design Engineering Services Agreement with BLA, Inc. of Itasca, IL for the Evergreen Street Reconstruction STP Project in the Not-to-Exceed Amount of $353,487.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	3/8/2024	Resolution Letter
Location Map	3/8/2024	Backup Material
Proposal	3/8/2024	Backup Material

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A PHASE I DESIGN ENGINEERING SERVICES AGREEMENT WITH BLA, INC. OF ITASCA, IL FOR THE EVERGREEN STREET RECONSTRUCTION STP PROJECT IN THE NOT-TO-EXCEED AMOUNT OF $353,487

WHEREAS the VILLAGE OF BENSENVILLE (hereinafter "Village") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *es seq*; and

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS the Village successfully applied for a Surface Transportation Program (STP) grant in the amount of $4,235,000 ($3,750,000 for construction and $485,000 for construction engineering) to reconstruct Evergreen Street, from Green Street to Jefferson Street; and

WHEREAS the project scope includes replacing the deteriorated pavement with the Village's standard PCC roadway pavement, new subbase, new curbs, gutters, and aprons, storm sewer improvements, addition of sidewalk in the corridor, ADA ramps, pavement striping, signage replacement, and landscape restoration; and

WHEREAS in addition to the federally funded work above, the Village will also utilize its own funding to include the reconstruction of the remainder of the Park Street and Pine Avenue horseshoe with new PCC pavement, new subbase, new curbs, gutters, and aprons, storm sewer improvements, the addition of sidewalk in the corridor, ADA ramps, pavement striping, signage replacement, and landscape restoration; and

WHEREAS all roadways (Pine, Park, and Evergreen) will receive new water mains prior to installation of the new roadway pavements, and the sanitary sewers will be evaluated for repairs and lining during this project; and

WHEREAS the Village has an approved short list of firms to provide design engineering services; and

WHEREAS BLA, Inc. is one of the short-listed firms; and

WHEREAS BLA has provided similar design engineering services for many municipalities on numerous projects in the Chicagoland area; and

WHEREAS BLA has a diverse design group with expertise in IDOT phase I reports, environmental impacts, traffic analysis, drainage studies, and municipal engineering; and

WHEREAS Village staff feels very confident in hiring BLA for the upcoming project due to their excellent professional skills, knowledge, and staff capabilities; and

WHEREAS the Village requested a proposal from BLA to perform Phase I engineering services; and

WHEREAS after negotiations, BLA's proposed work effort for this project totals $353,487; and

WHEREAS the "Engineering Services Agreement," which defines the scope of work necessary to complete this project, is attached to this Resolution.

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

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Board authorizes and approves the attached Resolution Authorizing the Phase I Design Engineering Services Agreement with BLA, Inc. of Itasca, IL for the Evergreen Street Reconstruction STP Project in the Not-to-Exceed Amount of $353,487.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 26, 2024.

APPROVED:

_____

Frank DeSimone, Village President

ATTEST:

_____

Nancy Quinn, Village Clerk

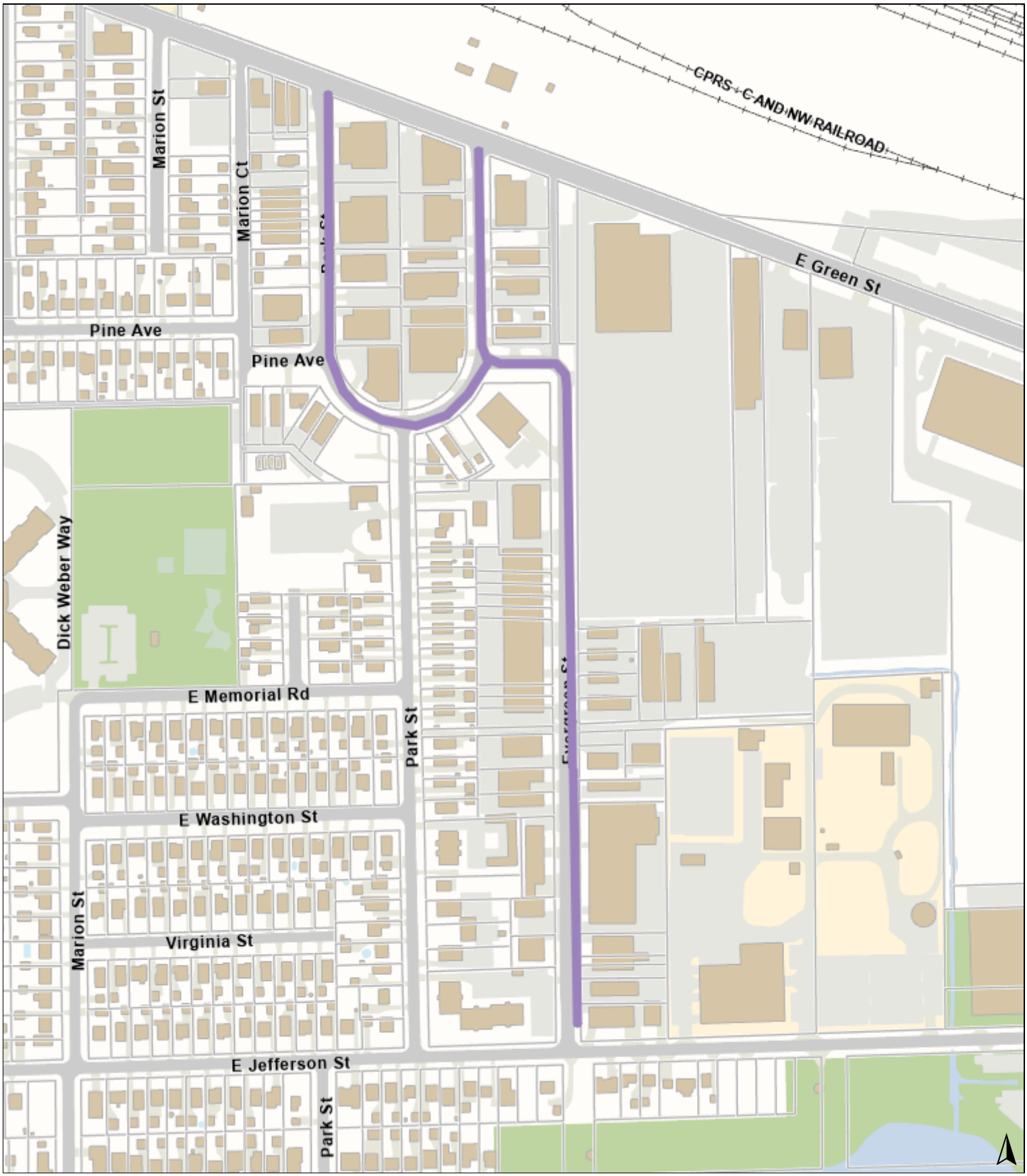
AYES: _____

NAYS: _____

ABSENT: _____

GISConsortium

Evergreen Street Reconstruction STP Project



0 450 900 ft

Print Date: 3/8/2024

Notes

PROJECT LOCATION MAP

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

CONSULTING ENGINEERS
BLA, Inc.
333 Pierce Road, Suite 200 ▪ Itasca, IL 60143
630 438 6400 ▪ FAX 630 438 6444 ▪ www.bla-inc.com

March 7, 2024

VIA EMAIL

Village of Bensenville
Bensenville Public Works
Attn: Mr. Jeff Maczko
Director of Public Works
717 E. Jefferson Street
Bensenville, Illinois 60106

Re: Evergreen Street Roadway Improvement
Phase I Engineering Services-*Revised*

Dear Mr. Maczko

After discussions with the Village on the previously provided Phase I agreement and the expectations of the Village, BLA, Inc. has reviewed / revised the scope of work, hours, and fee. Below is an itemized list of scope change, reduction or eliminations while still being able to maintain the Federal Funding and to obtain IDOT Phase I Design Approval.

- The hours distribution for classification have been adjusted:
  - *Principal*: Hours have been removed.
  - *Director of Design*: Percent of Project has been adjusted from 10.20% to under 2.0%.
- Task 1: Data Collection:
  - The Traffic and Safety Technical Memorandum has been removed. The crash data will be summarized in the Project Development Report only and a stand alone report will not be prepared. In addition, the evaluation of potential countermeasures has been removed as it is not desired or anticipated changes in the traffic measures. The total hours under "Crash Data Analysis and Technical Memorandum" has been reduced from 32 hours to 24 hours and the task has been labeled "Crash Diagrams"
- Task 5: Drainage Analysis & Concept Watermain:
  - The existing and proposed drainage evaluation, drainage area, exhibits, and hydraulic variable calculations has been reduced by 40 hours.
  - Previously the trunkline design and the lateral storm sewer design including capacity calculations, pipe size and inverts were included. This task has been reduced to trunk line design only. In addition, the 80 hours for inlet spacing has been removed. The remaining storm sewer systems / laterals and inlet spacing will be designed in Phase II. The hours have been reduced from 320 hours to 200 hours.
  - The documentation will be provided in an Abbreviated Drainage Memorandum with associated descriptions and exhibits necessary rather than the IDOT format of the Location Drainage Study / Technical Memorandum. The hours for this task have been reduced from 96 hours to 80 hours.
  - The watermain effort has been reduced to 80 hours from 120 hours. This task includes the horizontal layout and placement of vaults and connections.
- Task 6: Geometric Development:
  - Geometric Alternative – Plan View: The hours for this task have been reduced from 400 hours to 260 hours. One preferred geometric exhibit will be developed based on the preferred roadway and pedestrian facility geometry that is maintained within the existing roadway. This exhibit will be modified as necessary based on Village input for approval by the Village. This method is established rather than creating geometric exhibits for all potential alternatives.

CONSULTING ENGINEERS
BLA, Inc.
333 Pierce Road, Suite 200 ▪ Itasca, IL 60143
630 438 6400 ▪ FAX 630 438 6444 ▪ www.bla-inc.com

  - Geometric Alternative – Profile: The hours have been reduced to 240 hours from 320 hours as it is anticipated 1 profile per roadway, mainly following the existing roadway profile with slight modifications to meet design criteria if needed.
  - Cross Sections: Cross sections will be created for the preferred and approved roadway and pedestrian facility geometry rather than cross sections developed for alternative geometry. The hours have been reduced from 340 to 260
- Task 10: Project Administration, Management and QA/QC:
  - This task has been revised from 6% of the total hours to 4% of the total hours; 124 hours to 80 hours.

Please let us know if any of the attached information is at variance with your instructions, project scope or project objective. If this correctly reflects your instructions and is acceptable, please sign below and return one copy for our file.

Thank you for requesting BLA, Inc. to do this work. Should you have any questions or require additional information please contact us at (630) 438-6400 and we look forward to working together on the Evergreen Street improvement.

Sincerely,

BLA, Inc.

Matthew Cesario, P.E.
Vice President / Director of Design

ACCEPTANCE:

VILLAGE OF BENSENVILLE

BY: _____

TITLE: _____

DATE: _____

PROJECT UNDERSTANDING

The Village of Bensenville (Village) performed a 2020 Pavement Management Report which identified the following needs:

- Evergreen Street: Jefferson Street to Green Street / PCI = 45
- E Pine Avenue: Park Street to Evergreen Street / PCI = 38
- Park Street: E. Pine Avenue to Green Street / PCI = 29

Pavements that fall into these PCI ranges are candidates for reconstruction as resurfacing strategies are not effective. Additionally, the Village has watermain and storm infrastructure needs associated with these roadways, thus further solidifying a reconstruction scope of work.

Evergreen Street is a Minor Collector – FAU 2589; thus, the Village applied for STP funding through the DuPage County Mayors and Manager Conference. The Evergreen Street project was selected for funding in FFY 2027.

BLA, Inc. was selected to complete Phase I preliminary engineering, for the Evergreen Street reconstruction project to obtain Categorical Exclusion II (State Approved) Design Approval. While the E. Pine Avenue and Park Street sections are not federally eligible, the Village would include these components in the Project Study Area due to contiguous land use, cross section and need, at their own expense.

The preliminary engineering elements shall include topographic survey, data collection and review of traffic and crash data, environmental review, geometric evaluation, drainage and storm sewer analysis, preliminary watermain design, public involvement, agency coordination, and any other necessary tasks in order to obtain IDOT Phase I Categorical Exclusion CE-II approval and maintain STP funding eligibility.

The following is a detailed written scope of work and tasks that are to be performed to obtain the Phase I Design Approval for the Evergreen Street reconstruction project.

PRELIMINARY ENGINEERING (PHASE I)

<u>Task 1 - Data Collection and Review:</u>

BLA will collect existing documents related to the Project Study Area as necessary which include but are not limited to zoning maps, planning documents, truck routes, new developments, existing plans, and village infrastructure GIS information. BLA will coordinate with the Village to obtain documents and information if not readily available online.

This task includes the collection, review and analysis of traffic and crash data. BLA will obtain 12-hour intersection turning traffic counts which will be utilized to obtain design year traffic projections. The 12-hour traffic counts will be performed at the following intersections:

1. Evergreen Street at Jefferson Street
2. Evergreen Street at Green Street
3. Evergreen Street at Pine Avenue
4. Park Street at Green Street

The existing traffic data will be coordinated with CMAP to obtain 2050 traffic projections. A traffic analysis shall be conducted at each intersection confirming sufficient operations. Additionally, BLA will obtain reported crashes for the last 5-year period from the IDOT Safety Portal and develop crash diagrams. A summary of crash occurrence and type will be prepared in table format. A summary statement of the crash data will be included in Project Report. It is not anticipated that traffic measures will be modified or changed from current condition so a crash data analysis with the intersection operations to determine if an observable trend is identified and if so, proposed countermeasures is not included in the scope of work. A Traffic and Safety technical memorandum is not included in the scope of work as the data information will be compiled in the Project Report.

The Village will televise the existing sanitary sewer and provide the tapes to BLA. BLA will review the tapes for information only. The hours included in the sanitary review task also include coordination with the Village or televising company if questions arise from reviewing the tapes. It is anticipated the sanitary improvement will be under a separate lining contract and not included in the scope of work.

This task includes two (2) site visit to perform field checks, survey verification, and perform operational field observations. These are to be utilized after the survey and then throughout the design process.

Task 2 - Topographic Survey:

A full topographic survey will be completed for all above ground and below ground features. The topographic survey will extend from right of way to right of way plus 20 feet along:

- Evergreen Street: Jefferson Street to Green Street
- Pine Avenue: Evergreen Street to Park Street
- Park Street: Pine Avenue to Green Street
- Jefferson Street: 350 feet east and west of the Evergreen Street centerline
- Green Street: 350 feet east of Evergreen Street centerline and 350 feet west of Park Street centerline.

Survey work will be performed in accordance with the Village and State survey requirements.

Features within the project corridor include (but not limited to) pavement cross sectional elevations, driveway aprons, loading docks, building fronts, visible above-ground “dry” utilities (electric, telephone, etc.), and detailed measure downs of public facilities (sanitary, water, storm) along with top of casting elevations (rim grade, flange elevations, etc.). Isolated, standalone trees two (2) inches and larger diameter will be located, tagged, and measured.

Project right-of-way and property lines will be prepared from computing existing right-of-way and property lines through field located monuments, GIS data, and plat research.

Refer to the attached scope of work and fee proposal for Topographic Survey from Jorgensen and Associates, Inc.

Task 3 - Utility Identification and Coordination:

BLA will contact the JULIE One-Call system to obtain existing utility atlases for private "dry" facilities (gas main, telephone, cable, fiber optic, overhead/underground electric, etc.) in the area. Information provided by the utility companies will be reviewed and incorporated into the base drawings and cross checked against the topographic survey. In addition, the utilities provided by the Village will be incorporated / verified in the topographic survey. Existing facilities will be compared in relation to the proposed improvements for potential conflicts and documented in the Project Development Report. A utility log will be developed which will compile and summarize available information, coordination with the utility, and other pertinent information. Preliminary plan sheets showing the potential conflicts will be submitted to the utility companies with a notification letter.

Task 4 – Environmental Studies:

An Environmental Survey Request Form (ESR) will be prepared and submitted through the IDOT-BLRS online portal followed with an email submission. The ESR submittal shall include preparation of a map identifying survey/ project study area limits along with the National Wetland Inventory Map, and a written statement by BLA's Environmentalist indicating no wetlands are present. The ESR will be prepared for the purpose of obtaining Wetland, Biological, and Cultural Clearances for the Project Study Area.

A Preliminary Environmental Site Assessment (PESA) will be completed for Evergreen Street following IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, current version

Refer to the attached scope of work with fee proposal for PESA from True North Consultants for their contribution to this task.

Task 5 – Drainage Analysis and Concept Watermain:

This task includes the evaluation of the existing drainage conditions and the proposed drainage improvements. Bulletin 75 and the DuPage County Stormwater Management Ordinance will be utilized in the analyzation of the storm sewer system. This task will be performed for the proposed preferred geometry.

An Abbreviated Drainage Memorandum (ADM) will be prepared to document the storm sewer and drainage evaluation. As there are no IDOT state routes involved it is anticipated that this form of documentation will be sufficient over an Abbreviated Location Drainage Study / Technical Memorandum. The ADM will include a Narrative with the following topics: Project Location, Project Description, Existing Drainage Patterns / Storm Sewer Description, and Proposed Drainage Patterns / Storm Sewer Description, and Detention Discussion. Exhibits will be included as well for each item.

Existing and proposed drainage evaluation will consist of utilizing the collected topographic survey information and supplemented with DuPage County / Village GIS contour data to delineate the existing and proposed drainage areas and watershed divides. The drainage areas and sub drainage areas will be numbered to correlate to the drainage calculations. Hydrologic and hydraulic variables including runoff curve numbers, weighted runoff curve numbers, and time of concentrations will be calculated for the identified drainage areas. An exhibit will be generated illustrating the existing and proposed drainage areas and

associated data.

The existing conveyance system within the project area consists of both closed storm sewer and open drainage system. Bulletin 75 rainfall data will be utilized to determine the existing storm system. The proposed storm sewer system will be modeled using Storm-Cad to design the trunk line of the drainage system. Proposed drainage plan and profile sheets will be created indicating the proposed closed drainage system layout on plan view as well as profile view indicating trunk line pipe size and inverts. The proposed storm sewer will be designed to the required storm event with the 100 year hydraulic grade line verified to remain within the system. Storm Cad profiles will be generated and utilized for illustration in the document.

Detention verification is included in this task. The proposed impervious area will be calculated and measured against the existing impervious for the impervious square footage increase to confirm if detention requirements are satisfied. The calculations will be based on the preferred improvement geometry and colored exhibits will be generated for inclusion in the Abbreviated Drainage Memorandum.

It is anticipated that compensatory storage is not required as floodplain is not present within the project limits.

This task includes the layout of the proposed watermain to ensure horizontal offsets are met with the storm sewer and sanitary sewer, vault and hydrant locations, and Village desired connections. The watermain will be detailed in Phase II for service locations, storm sewer / sanitary sewer conflicts, and coordinated with the maintenance of traffic plan.

Task 6 – Geometric Development:

The desired roadway geometry improvement is to provide a constant roadway width for Evergreen Street, Park Street and Pine Avenue. The intent is to maintain the roadway width that includes two-way travel and parking on one side of the street. This task will include analyzing the ability to provide this constant width while maintaining the improvement within the existing right of way without alternate roadway realignments. If a constant width for all three roadways in unattainable BLA will provide alternative roadway widths for each road. An initial plan view exhibit will be developed based on the preferred geometry that includes the proposed geometry layout for the roadway and pedestrian facilities over the obtained topographic survey maintaining the improvements within the existing right-of-way. The geometry will be provided to the Village for concurrence and approval and modifications will be made as necessary. Items of discussion for the Village early during the approval process of the plan view geometry is the approach to the pedestrian facilities as they relate to existing business features within the right-of-way such as parking stalls, loading dock locations, and expansive driveways. These items will be necessary to identify in the determination of the pedestrian facilities. It is not anticipated that alternative plan exhibits will be created for each potential alternative for roadway widths with different variations of pedestrian facilities.

Upon approval of the plan view of the roadway and pedestrian facilities the profile will be developed for the preferred alternative only. Along Evergreen Street from Jefferson Street to Pine Avenue it is anticipated that the proposed profile will maintained at the general elevation due to the existing curb and gutter sections. Slight modifications will be made as necessary to maintain the minimal longitudinal slopes for drainage

and match driveways / loading docks at the existing right of way, while meeting IDOT requirements.

The lack of existing curb and gutter along the "Horseshoe" of Evergreen Street, Pine Avenue, and Park Street will result in the roadway profile being lowered from existing to accommodate the curb and gutter section. Again, the proposed profile will be established following the general profile of the existing roadways with slight modifications being made as necessary to meet the IDOT requirements for longitudinal slopes, drainage, and to match the driveways / loading docks at the existing right-of-way.

The cross sections for each roadway will be developed based on the proposed geometry and profile. The cross sections will be taken at 50 foot intervals, side roads, and at the centerline of each driveway. The improvement is approximately 3,700 feet in length for an estimated 74 cross sections at 50 foot intervals plus an additional 56 cross sections for side roads and driveway locations not in the vicinity of the 50 foot interval. The cross sections will illustrate, right of way, roadway pavement, curb and gutter, sidewalk, and tiebacks.

Intersection design studies are not anticipated. It is anticipated that each intersection within the project limits will retain the minor-street stop control and configuration.

Task 7 – Traffic Management Analysis:

BLA will evaluate traffic staging which is anticipated to consist of a "one-way detour" versus two-way traffic staged construction. Such that truck traffic is not permitted west of Evergreen Street on Jefferson Street, the detour is anticipated to utilize County Line Road, a Cook County highway. BLA will prepare a detour plan with route, signing, and notes which will be submitted to the Village and Cook County for review and approval. The direction of the detour will be determined based on review of the traffic counts.

Task 8 – Project Development Report:

It is anticipated for the project to be processed as a State Approved Categorical Exclusion and shall fill out the appropriate BLR Form. The Project Development Report includes the compilation of report exhibits, typical sections, traffic staging / detour exhibits, construction estimate of cost (includes quantity calculations), project correspondence, and all other supporting documentation required by IDOT-BLRS for design approval. This will be prepared in a DRAFT format for Village review and comment; comments will be addressed, and the document then submitted to IDOT-BLRS.

Following receipt of IDOT comments, the PDR will be revised, finalized, and submitted for Design Approval. The final version of the report will be combined into a single PDF file including all attachments, with bookmarks.

Task 9 – Coordination & Meetings:

Public involvement for the project will encompass the distribution of project notification letters to the property owners within the Study Project Area. The letters will be delivered via certified mail. An overall project exhibit will be developed and included in the mailing. This task includes obtaining and developing a property owner/lessee mailing list via the tax assessor website.

The following meetings and agency involvement is required to maintain federal eligibility:

- IDOT-BLRS Kick-Off Meeting (1)
- Village and Consultant Coordination (3)

For each meeting, BLA will prepare an agenda and exhibits as necessary to successfully conduct the meeting. Following the meeting, meeting minutes will be prepared and distributed for the record.

Task 10 – Project Administration, Management, and QC/QA:

This task will consist of project startup, scope of work reviews, scheduling, budget control, contract administration for the project, and STP Quarterly Report updates. Also included is the management and coordination of the sub-consultants. BLA will perform QC/QA throughout the project. This effort includes QC/QA oversight for sub-consultants' tasks.

NOT INCLUDED SCOPE OF WORK ITEMS

- *Multiple Geometry Alternative Developments*
- *Wetland Delineation*
- *Tree Health and Species Survey*
- *Traffic Signal Warrants*
- *Intersection Design Study (IDS)*
- *Geotechnical Investigation, Soil Borings, and Pavement Cores*
- *Preliminary Site Investigation (PSI)*
- *Lighting Photometrics and Detailed Lighting Plans*
- *Public Information Meeting or Open House*
- *Plat of Highways & Legal Descriptions, Land Acquisition Services, Appraisals / Negotiations*
- *Permitting*
- *Phase II Engineering Plans and Contract Documents*

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ANNIVERSARY RAISE

Local Public Agency	County	Section Number
Village of Bensenville	DuPage	

Prime Consultant (Firm) Name	Prepared By	Date
BLA, Inc	Matthew Cesario	3/7/2024

Consultant / Subconsultant Name	Job Number
BLA, Inc	

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

Remarks

Evergreen Street

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS	OVERHEAD RATE	121.52%
START DATE	4/1/2024		COMPLEXITY FACTOR	0
RAISE DATE	ANNIVERSARY		% OF RAISE	2.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

6

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.00%

The total escalation for this project would be: **1.00%**

Local Public Agency	County	Section Number
Village of Bensenville	DuPage	

Consultant / Subconsultant Name	Job Number
BLA, Inc	

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	**86.00**
ESCALATION FACTOR	**1.00%**

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	$86.00	$86.00
Director of Preliminary Design Services	$86.00	$86.00
Director of Design	$70.00	$70.70
Director of Municipal Services	$65.63	$66.29
Director of Environmental Services	$59.25	$59.84
Senior Drainage Engineer	$52.00	$52.52
Project Engineer	$49.00	$49.49
Design Engineer	$35.13	$35.48

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Local Public Agency	County	Section Number
Village of Bensenville	DuPage	

Consultant / Subconsultant Name	Job Number
BLA, Inc	

SUBCONSULTANTS

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

Name	Direct Labor Total	Contribution to Prime Consultant
True North Consultants	40,549.00	4,054.90
Jorgensen & Associates, Inc	22,954.00	2,295.40

Local Public Agency	County	Section Number
Village of Bensenville	DuPage	
Consultant / Subconsultant Name		**Job Number**
BLA, 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 ANNIVERSARY RAISE

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)	1330	$0.19	$252.70
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
Utliity 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)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Copies of Deliverables/Mylars (In-house)		310	$0.26	$80.60
Traffic Counts		1	$4,800.00	$4,800.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$5,393.30**

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Local Public Agency
Village of Bensenville

County
DuPage

Section Number

Consultant / Subconsultant Name
BLA, Inc

Job Number

COST ESTIMATE WORKSHEET

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

OVERHEAD RATE 121.52%

COMPLEXITY FACTOR 0.00%

TASK	DIRECT COSTS	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Task 1: Data Collection	4,930	120	5,795	7,041	1,912		14,748	4.17%
Task 2: Topographic Survey		24	1,194	1,451	394	40,549	43,588	12.33%
Task 3: Utility Ident. & Coor.	45	48	2,387	2,901	788		6,076	1.72%
Task 4: Environmental Studies		56	2,866	3,483	946	22,954	30,249	8.56%
Task 5: Drain Analysis & Con H20	20	680	38,077	46,271	12,565		96,913	27.42%
Task 6: Geometric Development	19	760	38,903	47,275	12,838		99,016	28.01%
Task 7: Traffic Mngmnt Analysis	10	80	3,921	4,765	1,294		9,980	2.82%
Task 8: Project Develop. Report	71	204	10,408	12,647	3,435		26,490	7.49%
Task 9: Coordination & Meetings	158	32	1,590	1,932	525		4,047	1.14%
Task 10: Project Admin. & QC/QA	140	80	6,574	7,989	2,169		16,732	4.73%
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Subconsultant DL							$254.65	0.07%
Direct Costs Total ===>	$5,393.30						**$5,393.30**	1.53%
TOTALS		2084	111,715	135,755	36,866	63,503	353,487	100.00%
			247,470					

Local Public Agency
Village of Bensenville

County
DuPage

Section Number

Consultant / Subconsultant Name
BLA, Inc

Job Number

AVERAGE HOURLY PROJECT RATES

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

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Task 1: Data Collection			Task 2: Topographic Survey			Task 3: Utility Ident. & Coor.			Task 4: Environmental Studies			Task 5: Drain Analysis & Con H20		
		Hours	% Part.	Wgtd Avg	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 Preliminary Design Services	86.00	440.0	21.11%	18.16	16	13.33%	11.47	4	16.67%	14.33	8	16.67%	14.33	8	14.29%	12.29	136	20.00%	17.20
Director of Design	70.70	22.0	1.06%	0.75															
Director of Municipal Services	66.29	80.0	3.84%	2.54													80	11.76%	7.80
Director of Environmental Services	59.84	8.0	0.38%	0.23										8	14.29%	8.55			
Senior Drainage Engineer	52.52	136.0	6.53%	3.43													136	20.00%	10.50
Project Engineer	49.49	699.0	33.54%	16.60	52	43.33%	21.45	10	41.67%	20.62	20	41.67%	20.62	20	35.71%	17.68	164	24.12%	11.94
Design Engineer	35.48	699.0	33.54%	11.90	52	43.33%	15.38	10	41.67%	14.78	20	41.67%	14.78	20	35.71%	12.67	164	24.12%	8.56
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TOTALS		2084.0	100%	$53.61	120.0	100.00%	$48.29	24.0	100%	$49.74	48.0	100%	$49.74	56.0	100%	$51.18	680.0	100%	$56.00

BLR 05513 (Rev. 02/09/23)

Local Public Agency
Village of Bensenville

County
DuPage

Section Number

Consultant / Subconsultant Name
BLA, Inc

Job Number

AVERAGE HOURLY PROJECT RATES

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

SHEET 2 **OF** 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 6: Geometric Development			Task 7: Traffic Mngmnt Analysis			Task 8: Project Develop. Report			Task 9: Coordination & Meetings			Task 10: Project Admin. & QC/QA					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00																		
Director of Preliminary Design Services	86.00	152	20.00%	17.20	12	15.00%	12.90	40	19.61%	16.86	4	12.50%	10.75	60	75.00%	64.50			
Director of Design	70.70										2	6.25%	4.42	20	25.00%	17.68			
Director of Municipal Services	66.29																		
Director of Environmental Services	59.84																		
Senior Drainage Engineer	52.52																		
Project Engineer	49.49	304	40.00%	19.80	34	42.50%	21.03	82	40.20%	19.89	13	40.63%	20.11						
Design Engineer	35.48	304	40.00%	14.19	34	42.50%	15.08	82	40.20%	14.26	13	40.63%	14.41						
TOTALS		760.0	100%	$51.19	80.0	100%	$49.01	204.0	100%	$51.02	32.0	100%	$49.69	80.0	100%	$82.18	0.0	0%	$0.00

BLR 05513 (Rev. 02/09/23)

BLA, INC

EVERGREEN STREET IMPROVEMENT

PHASE I ENGINEERING MANHOURS

Task and Description	Total Manhours
Task 1 - Data Collection	
Obtain and Review existing GIS Data, Records, Maps, Ex. Plans	24
Traffic Count Preparation, Coordination, CMAP Projections	24
Crash Data Diagrams	24
Sanitary Sewer Tape Review - Tapes provided by Village	16
Field Check / Survey Verification (2 staff x 2 days)	32
Subtotal:	**120**
Task 2 - Topographic Survey	
Survey Coordination and Review	24
(See attached sub-consultants hours for Survey)	
Subtotal:	**24**
Task 3 - Utility Identification and Coordination	
JULIE, Obtain Atals, Utility Log, Facility Incorporation, Conflict Anaylsis	48
Subtotal:	**48**
Task 4 - Environmental Studies	
ESR Form, Exhibits, and Submittal	36
PESA Coordination	20
Subtotal:	**56**
Task 5 - Drainage Analysis and Concept Watermain	
Abbreviated Drainage Memorandum	80
Existing and Proposed Drainage Evaluation, Drainage Areas, Hydraulic Variables, Exhibit	200
Storm Sewer Conveyance System Design - Storm CAD and Outlet Evaluation	200
Detention Evaluation	120
Preliminary Watermain Design	80
Subtotal:	**680**
Task 6- Geometric Development	
Geometric Alternative Design: Plan View	260
Geometric Alternative Design: Roadway Profile (3 Roads @ 80 Hours each)	240
Cross Sections (130 sections at 2 hours per section)	260
Subtotal:	**760**
Task 7 - Traffic Management Analysis	
Detour Evaluation and Plan Development	80
Subtotal:	**80**
Task 8 - Project Development Report	
Compile Exhibits, Maps, Charts, Graphs, Tables, etc	24
Finalize opinion of probable construction cost and quantities	40
Prepare Written Report based on Preferred Design	80
Incorporate Inputs, IDOT Comments, Village Comments	40
Revise, Compile, and Edit Final Report	20
Subtotal:	**204**
Task 9 - Coordination and Meetings	
IDOT-BLRS Kick Off Meeting (1 meeting x 2 attendees x 4 hours)	8
Village and Consultant Coordination (3 meeting x 2 attendees x 4 hours)	24
Subtotal:	**32**
Task 10 - Project Administration, Management and QC/QA	
Scheduling, budget control, contract administration (2% of 2000)	40
Internal QA/QC and subconsultant QA/QC (2% of 2000)	40
Subtotal:	**80**
Total	**2084**

BLA, INC

EVERGREEN STREET IMPROVEMENT

PHASE I ENGINEERING DIRECT COST

Task and Description	Sheets	Sets	Rate	Extended Cost
Task 1 - Data Collection				
Traffic Counts				$4,800.00
Vehicle Days		2	$65.00	$130.00
			Subtotal:	$4,930.00
Task 2 - Topographic Survey				
(No Direct Cost - Included in Subconsultant's Cost)	---	---	---	---
			Subtotal:	$0.00
Task 3 - Utility Identification and Coordination				
Exhibits (11x17 Color)	10	10	$0.19	$19.00
Exhibits (22x34 Color)	10	10	$0.26	$26.00
			Subtotal:	$45.00
Task 4 - Environmental Studies				
(No Direct Cost)	---	---	---	---
			Subtotal:	$0.00
Task 5 - Drainage Analysis and Concept Watermain				
Exhibits (11x17 Color)	15	3	$0.19	$8.55
Exhibits (22x34 Color)	15	3	$0.26	$11.70
			Subtotal:	$20.25
Task 6- Geometric Development				
Exhibits (11x17 Color)	20	3	$0.19	$11.40
Exhibits (22x34 Color)	10	3	$0.26	$7.80
			Subtotal:	$19.20
Task 7 - Traffic Management Analysis				
Exhibits (11x17 Color)	10	3	$0.19	$5.70
Exhibits (22x34 Color)	5	3	$0.26	$3.90
			Subtotal:	$9.60
Task 8 - Project Development Report				
Report and Documents (8.5x11 Black and White)	50	3	$0.19	$28.50
Report and Documents (8.5x11 Color)	50	3	$0.19	$28.50
Exhibits (11x17 Color)	25	3	$0.19	$14.25
			Subtotal:	$71.25
Task 9 - Coordination and Meetings				
Agendas, Handhouts, etc. (8.5x11 Color)	20	4	$0.19	$15.20
Exhibits (11x17 Color)	10	4	$0.19	$7.60
Exhibits (22x34 Color)	5	4	$0.26	$5.20
Vehicle Days		2	$65.00	$130.00
			Subtotal:	$158.00
Task 10 - Project Administration, Management and QC/QA				
Progress Review Sets (8.5x11 - Black and White)	100	4	$0.19	$76.00
Progress Review Sets (11x17 - Color)	50	4	$0.19	$38.00
Progress Review Sets (22x34 - Color)	25	4	$0.26	$26.00
			Subtotal:	$140.00
Total				**$5,393.30**

JORGENSEN & ASSOCIATES, INC.
LAND SURVEYORS
Est. 1990

February 2, 2024

Mr. Matthew Cesario, P.E.
BLA, Inc.
333 Pierce Road
Suite 200
Itasca, Illinois 60143

Re: Village of Bensenville – Evergreen Street, Park Street and Pine Street Topographic Survey

Dear Mr. Cesario:

Enclosed please find our proposal to prepare a topographic survey for the referenced project. Our proposal is based on your email of January 23, 2024.

I would like to thank you for considering Jorgensen & Associates for this project, we look forward to continuing our working relationship with your firm. Should you have any questions, comments or require any further information concerning our proposal, please feel free to call me at (847)356-3371.

Respectfully submitted,
Jorgensen & Associates, Inc.

Christian H. Jorgensen, P.L.S.
Office Manager

CHJ/pt

Enclosures

E:\BLA\Bensenville\Evergreen St\Letter

120 PARK AVENUE, P.O. BOX 306 • LAKE VILLA, ILLINOIS 60046-9093 • (847) 356-3371 • FAX (847) 356-3488

SCOPE OF SERVICES

Topographic Survey

General the topographic survey to include: structures, ground shots, roadway and shoulders, guardrail, utilities, trees 3” and larger, soil borings and inverts within the project corridor.

The project corridor being Evergreen Street from Jefferson Street to Green Street, Pine Street from Park Street to Evergreen Street and Park Street from Pine Street to Green Street. The survey will extend from building face to building face along the described routes and will include loading docks, driveways, front entrances and sidewalks to the buildings.

Establish bench marks and horizontal control points based on NGS geodetic survey monuments with G.P.S. survey methods. Locate and describe bench marks. The project will be based on NAD '83(2011) and NGVD '88 datums.

Prepare “MicroStation” base file of the topographic survey and provide “GEOPAK” T.I.N.

The establishment of existing R.O.W. lines within the project limits.

All work will be completed according to the current I.D.O.T. Design Survey Procedures.

Route: Evergreen Street
Section: Jefferson Street to Green Street
County: DuPage
Job No.:

Exhibit "A"

Payroll Burden & Fringe Costs

	% of Direct Productive Payroll
Federal Insurance Contributions Act	11.80%
State Unemployment Compensation	0.26%
Federal Unemployment Compensation	0.13%
Workmen's Compensation Insurance	1.32%
Paid Holidays, Vacation, Sick Leave, Personal Leave	12.30%
Bonus	3.96%
401(K)	0.96%
Group Insurance	38.95%
Total Payroll Burden & Fringe Costs	69.69%

Route: Evergreen Street
Section: Jefferson Street to Green Street
County: DuPage
Job No.:

Exhibit "B"

Overhead and Indirect Costs

	% of Direct Productive Payroll
Business Insurance	5.89%
Depreciation	5.04%
Indirect wages and salaries	40.10%
Office Expenses	0.80%
Office Supplies	3.13%
Dues & Subscriptions	1.33%
Computer Software	4.95%
Professional Fees	1.11%
Telephone	2.41%
Fees, license & dues	0.03%
Repairs and maintenance	0.03%
Business space rent	5.29%
Facilities - capital	0.29%
Survey Supplies	2.25%
Automobile/travel expense	4.60%
Miscellaneous Expense	0.84%
State Income Tax	-0.75%
Recruiting	0.21%
Postage	0.15%
Educational & Professional Registrations	0.08%
Sale of Assets	-8.85%
Total Overhead	68.94%

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME	Jorgensen & Associates, Inc.	DATE	02/02/24
PRIME/SUPPLEMENT	Prime	PTB NO.	

CONTRACT TERM	12	MONTHS	OVERHEAD RATE	138.63%
START DATE	2/15/2024		COMPLEXITY FACTOR	
RAISE DATE	2/15/2025		% OF RAISE	0.00%

ESCALATION PER YEAR

2/15/2024 - 6/13/2024	6/14/2024 - 2/13/2025			
4 / 12	8 / 12			
= 33.33%	66.67%			
= 1.0000				

The total escalation for this project would be: 0.00%

PAYROLL RATES

FIRM NAME Jorgensen & Associates **DATE** 02/02/24
PRIME/SUPPLEMENT Prime
PSB NO.

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal/Officer	$46.00	$46.00
Survey Party Chief, P.L.S.	$33.50	$33.50
Instrument Operator	$21.25	$21.25
Cadd Supervisor	$35.25	$35.25
		$0.00
		$0.00
		$0.00
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		$0.00

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

FIRM Jorgensen & Associates, Inc. **DATE** 02/02/24

PSB

OVERHEAD RATE 1.3863

PRIME/SUPPLEMENT Prime

COMPLEXITY FACTOR 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	(1) Field-Topographic Survey	350	9,581.25	13,282.49	1,385.56	3,516.15				27,765.44	68.47%
	(2) Office-Compile Field Data	54	2,258.25	3,130.61		781.38				6,170.25	15.22%
	(3) Office-Create Existing Topography Base File	45	1,586.25	2,199.02		548.86				4,334.13	10.69%
	(4) Office-Create T.I.N. & Contours	8	282.00	390.94		97.58				770.51	1.90%
	(5) QC/QA	12	552.00	765.24		191.00				1,508.24	3.72%
	Subconsultant DL					0.00				0.00	0.00%
	TOTALS	469	14,259.75	19,768.29	1,385.56	5,134.97	0.00	0.00	0.00	**40,548.57**	100.00%

DBE 0.00%

AVERAGE HOURLY PROJECT RATES

FIRM Jorgensen & Associates, Inc.
PSB
PRIME/SUPPLEMENT Prime

DATE 02/02/24

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			(1) Field-Topographic Survey			(2) Office-Compile Field Data			(3) Office-Create Existing Topography Base File			(4) Office-Create T.I.N. & Contours			(5) QC/QA		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal/Officer	46.00	45	9.59%	4.41				33	61.11%	28.11							12	100.00%	46.00
Survey Party Chief, P.L.S.	33.50	175	37.31%	12.50	175	50.00%	16.75												
Instrument Operator	21.25	175	37.31%	7.93	175	50.00%	10.63												
Cadd Supervisor	35.25	74	15.78%	5.56				21	38.89%	13.71	45	100.00%	35.25	8	100.00%	35.25			
		0																	
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TOTALS		469	100%	$30.40	350	100.00%	$27.38	54	100%	$41.82	45	100%	$35.25	8	100%	$35.25	12	100%	$46.00

Route: Evergreen Street
Section: Jefferson Street to Green Street
County: DuPage
Job No.:

Manhour Breakdown
Topographic Survey Estimate

Pine Street	± 830' =	± 0.157 mile
Park Street	± 750' =	± 0.142 mile
Evergreen Street	± 2,435' =	± 0.461 mile
Total Length	± 4,015' =	± 0.760 mile

1. Field – Topographic Survey

   a. Measure G.P.S., traverse & level circuit
      15 hours x 2 men = 30 MH

   b. Locate existing R.O.W. & property line occupation
      32 hours x 2 men = 64 MH

   c. Locate existing topography
      128 hours x 2 men = 256 MH

   Sub-total Item #1 350 MH

2. Office - Compile Field Data

   a. Compute G.P.S., traverse & level circuit
      7 hours x 1 man = 7 MH

   b. Compute existing R.O.W. lines
      26 hours x 1 man = 26 MH

   c. Edit & compile field data
      21 hours x 1 man = 21 MH

   Sub-total Item #2 54 MH

3. Office - Create Topography Base File

   a. Layout and drafting existing topography
      45 hours x 1 man = 45 MH

4. Office - Create T.I.N. & Contours

   a. Compute contours
      8 hours x 1 man = 8 MH

5. QC/QA

   a. Check topographic survey
      10 hours x 1 man = 10 MH

   b. Check contours
      2 hours x 1 man = 2 MH

Total All Items 469 MH

Route: Evergreen Street
Section: Jefferson Street to Green Street
County: DuPage
Job No.:

Breakdown of
In House Direct Costs

Item

1. Field - Topographic Survey

    a. Trips to project site - 22 each
    ± 94 miles/trip x 22 trips = ± 2,068 miles
    ± 2,068 miles @ $0.67/mile = $1,385.56

TRUE NORTH
CONSULTANTS

1240 Iroquois Ave, Suite 206
Naperville, Illinois 60563

P : 630 717 2880
F : 630 689 5881

mail@consulttruenorth.com

February 9, 2024

Mr. Matthew Cesario, P.E.
Vice President / Director of Design
BLA, Inc.
333 Pierce Road, Suite 200
Itasca, Illinois 60143

RE: Proposal – Preliminary Environmental Site Assessment & Soil Assessment Services
Evergreen Street Reconstruction Project
Bensenville, Illinois
TNC Proposal #P124-080

Dear Mr. Cesario,

True North Consultants, Inc. (True North) is pleased to provide this proposal to perform a Preliminary Environmental Site Assessment (PESA) & Preliminary Site Investigation (PSI) for the Evergreen Street Reconstruction Project located in Bensenville, Illinois (the Site). True North understands the project scope includes plans to reconstruct/rehabilitate Evergreen Street between Green Street and Jefferson Street and, Park Street and Pine Street, south of Green Street. The scope of construction activities includes the full roadway reconstruction, addition of sidewalks, watermain and storm sewer. The following sections of this proposal present scope of services, estimated costs, schedule, and limitations.

SCOPE OF SERVICES

Task 1: Preliminary Environmental Site Assessment

True North will perform a PESA in conformance with the requirements outlined by *Illinois Department of Transportation (IDOT) in Bureau of Design and Environment (BDE) 95-12, BDE 96-8,* the *Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Infrastructure Projects,* and *Section 20-12.03(b) - Preliminary Environmental Site Assessment* of the *IDOT Bureau of Local Roads Manual* (Second Edition OFS 2012-1). The IDOT protocols are generally consistent with *The American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (E 1527-13)*.

1. Historical Records Review: Available historical records associated with the Site and surrounding properties will be reviewed. These records include city directories, Sanborn Fire Insurance Maps, and aerial photographs. Commonly known or reasonably ascertainable information will also be pursued to the extent necessary to document information about the Site.

2. Environmental Regulatory Records Review: A computer search of Federal, State, Tribal, and local government agency records will be performed to determine if the Site or adjacent properties are included within the selected regulatory databases. Based on the results of this query, the Site and its surrounding properties shall be evaluated for recognized environmental concerns. Queries shall be performed, but not be limited to, the following regulatory databases:

   - National Priority List (NPL) of Hazardous Waste Sites;
   - Hazardous Waste Treatment, Storage, Disposal Facilities (TSDF);
   - Underground Storage Tank or Leaking Underground Storage Tank Locations (UST/LUST);

- Sanitary Landfill and Solid Waste Sites (SL/SWS);
- State Hazardous Waste Sites (SHWS);
- CERCLIS sites; and
- Small and Large Quantity Hazardous Waste Generators (RCRIS-SQG/LGG).

3. Site Reconnaissance: True North shall provide an Environmental Professional, as defined in 40 CFR 312, to perform a Site visit to make observations of on-site conditions and immediately adjacent properties from the project area right-of-way.

4. Report Preparation: A summary report shall be prepared to summarize the activities and results of the assessment. The report shall include pertinent documentation to support the screening results of this assessment. The report shall also include a conclusions section that shall summarize the evaluated conditions based on the information collected. An electronic copy (PDF) of the report will be provided to the Client.

Please note that the scope of services for the PESA does not include a review of or survey for asbestos, radon, lead-based paint, lead in drinking water, industrial hygiene, health & safety, ecological field studies, indoor air quality, biological pollutants, or high voltage power lines. In addition, surveys for potential jurisdictional wetlands, oil/gas well records, mineral rights records, cultural resources, historical preservation, or mining areas are also considered beyond the scope of this assessment. No wetland delineation or sampling of soil, water, air, or building materials for laboratory analyses shall be performed during the assessment.

Task 2: Soil Assessment Services

True North has prepared a preliminary scope of work for the soil assessment based upon the results of the PESA evaluation referenced in Task 1, and an Environmental Risk Information Systems report. All Site soil characterization activities will be performed by True North personnel in general conformance with standards and protocols set forth by the Illinois Environmental Protection Agency (IEPA) 35 Illinois Administrative Code (IAC) 742, “Tiered Approach to Corrective Action Objectives (TACO)”, United States Environmental Protection Agency (USEPA) SW-846, “Test Methods for Evaluating Solid Waste, Physical/Chemical Methods”, ASTM E1903-97 standard, “Standard for Environmental Site Assessments: Phase II Environmental Site Assessment Process”, Occupational Health & Safety Administration (OSHA) 1910 and 1926 Standards, 35 IAC 1100, “Clean Construction or Demolition Debris Fill Operations (CCDD),” IDOT’s Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, Special Waste Procedures, IDOT’s Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, and IDOT’s BDE manual.

True North proposes to collect soil samples by drilling and/or hand sampling methods within representative and accessible locations of the project. True North will perform public utility locates prior to sampling activities. True North will advance up to sixteen (16) soil borings within the proposed project area to a depth of approximately eight to ten feet below grade based on True North’s understanding of the project. The soil borings will be completed at representative locations and depths within the proposed project area based on the PESA findings and proposed improvements.

Soil will be continuously screened from grade to the end of borings for characterization in accordance with the Unified Soil Classification System (USCS). Representative soil samples will be screened with a calibrated photoionization detector (PID) with a 10.6eV lamp to determine the presence of photoionizable vapors that are potentially indicative of the presence of volatile compounds in the soil. All downhole equipment will be decontaminated between each probe point with distilled water and liqui-nox solution and a distilled water rinse.

The final boring locations will be chosen based upon the PESA findings, the construction project scope of work, additional information received from the utility locations and any other additional information received prior to commencement of field activities. The PESA will be utilized for the Potentially Impacted Property (PIP) evaluation per CCDD regulatory requirements.

True North will collect one soil sample from each soil boring for laboratory analyses to determine if the soils are impacted above the Maximum Allowable Concentration (MAC) values as referenced in the CCDD regulations. Since a permitted CCDD facility for potential management of uncontaminated soils has not been selected, True North has prepared the soil assessment sampling plan that will meet typical CCDD requirements of facilities in the region:

- Beverly Materials (#0894250020) - 32W007 IL-72, East Dundee, Illinois 60118
- Bluff City Materials (Gifford East) – (#0314125046) - 1395 Gifford Rd, Elgin, Illinois

Based on the requirements of the above facilities, samples will be collected for a combination of Volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), Resource Conservation Recovery Act (RCRA) Metals, Polychlorinated Bi-Phenyl Compounds (PCBs), and pH. The following table summarizes the PSI and CCDD characterization analytical parameters and the maximum number of samples included in the project costs:

Compound or Group of Compounds	USEPA Analytical	Method Identification Matrix	Number of Samples
Volatile Organic Compounds (VOCs)	5035/8260	Soil	16
Semi-Volatile Organic Compounds (SVOCs)	8270	Soil	16
Resource Conservation Recovery Act (RCRA) Metals	6010B/7470/7470	Soil	16
Polychlorinated Bi-Phenyl Compounds (PCBs)	8082A	Soil	10
Toxicity Characteristic Leachate Procedure (TCLP) RCRA Metals (if necessary)	1311/6010	Soil	As necessary (16 metals maximum)
pH	9045C	Soil	16

True North shall compile all field screening data and laboratory results in a soil assessment report to document the investigation findings. The summary report shall include field sampling locations, analytical tables, laboratory data, and any pertinent historical and regulatory information used to formulate and support the investigation findings. True North will prepare and execute an Illinois Environmental Protection Agency LPC #663 Form for soils that can be certified as uncontaminated and managed at a permitted CCDD facility. The soil assessment report and CCDD certification shall depict areas that cannot be certified based on the analytical data and/or field screening observations gathered during assessment activities.

PROJECT COSTS

True North proposes to conduct the above scope of services in accordance with the following costs:

Service	Quantity	Units	Rate	Total
Task 1: Preliminary Environmental Site Assessment	1	LS	$5,000	$5,000
Task 2: Soil Assessment Services	1	LS	$17,954	$17,954
Total Cost of Services				**$22,954**

Should the Client request a change in the scope-of-work, or should circumstances render the current estimate invalid, a new estimate will be prepared and mutually agreed to in writing before further work proceeds. Our Schedule of Terms and Conditions shall apply to the proposed work and is attached for your review. Written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.

SCHEDULE

True North can proceed with initiating the above scope of work within three business days upon receipt of authorization to proceed. True North can provide the PESA report within six weeks of authorization to proceed assuming governmental agency responses and associated documentation is provided in a timely manner.

True North can commence the soil assessment process upon written authorization to proceed and can provide the soil assessment report within eight weeks of acceptance of this proposal. The soil sampling activities can be scheduled within approximately four weeks of authorization to proceed dependent upon drilling contractor availability. True North has assumed one day of field work to complete sampling activities. Initial laboratory results will be available within seven business days of sampling activities unless an expedited timeframe, charged at an additional cost, is authorized by the Client. Additional laboratory analyses (i.e., TCLP analysis) may be requested dependent upon initial results for total concentrations. For scheduling purposes, the turn-around timeframe begins the day after on-site activities have been completed. True North will provide the soi assessment report along with the LPC-663 certification, if applicable, within three weeks of receiving all laboratory analytical data.

LIMITATIONS & QUALIFICATIONS

- It is assumed for purposes of this estimate that access to the Site is available during normal working hours and that records relating to the properties are reasonably ascertainable. In addition, there are no encumbrances on the property that may limit observations or accessibility.

- True North has not included the cost of obtaining a Village permit for the project. True North assumed that all drilling activities will not require ROW permits from the Village, County or IDOT. In addition, True North has not included permit fees, traffic control, private utility locate costs, or other fees that may pertain to the performance of work within this cost estimate. True North shall contact the Client to inform them and request payment of any fees that have been incurred outside the scope of this estimate.

- True North cannot guarantee that all permitted CCDD facilities will accept the proposed analytical sampling. Certain CCDD facilities may require additional soil analysis beyond the scope of this proposal. True North is not responsible for the costs of collecting samples for additional analysis beyond this proposal. The Client or others shall be responsible for disposal of all soils rejected from the CCDD operation as a special waste at a permitted landfill.

- The scope of work does not include waste characterization analyses and/or waste profiling beyond the identified testing and reporting. The analytical does not include a determination for characteristic hazardous wastes which may be required for obtaining landfill acceptance for disposal at a non-CCDD facility (i.e., Subtitle D non-hazardous waste landfill).

- This proposal does not include any additional work, inclusive of delineation sampling to define any areas exhibiting constituents above the MACs.

- This proposal is based on field work performed in Level D personal protection (i.e., steel-toed boots, hard hats, safety glasses, and gloves). True North will postpone field work and notify client immediately if field conditions warrant an increase in personal protection.

- The results reported and any opinions reached by True North are for the benefit of the Client and unless agreed to by True North in writing, are not to be disclosed to or relied upon by any other party. The results and opinions set forth by True North shall be valid from the date of the final report for a timeframe limited to that specified in the standard.

- This proposal is valid for a period of 45 days from the date of this proposal. In the event that authorization is received after 45 days from the date of this proposal, True North reserves the right to resubmit a new cost estimate for approval to reflect any additional costs associated with the proposed scope of work, if necessary.

TERMS OF AGREEMENT

If this proposal meets with your approval, please sign the attached service agreement and return it to our office via mail, fax or e-mail. This agreement for professional services represents a contract between True North Consultants, Inc. and the Client. Our Terms and Conditions are hereby incorporated as part of this agreement. True North appreciates the opportunity to offer this proposal for environmental assessment consulting services. If you have any questions, please contact me at 630.717.2880.

Regards,
TRUE NORTH CONSULTANTS

Ryan LaDieu, P.E.
President

Attachment: General Terms & Conditions

Professional Services Agreement

Proposal for Environmental Consulting Services
Evergreen Street Reconstruction Project, Bensenville, Illinois – PESA & Soil Assessment
Proposal No. P124-080

The Client accepts the attached proposal in the amount of **twenty-two thousand, nine hundred and fifty four ($22,954.00)** dollars and hereby authorizes True North to proceed with proposed services in accordance with the noted scope of work, project costs, schedule, limitations and qualifications, and the attached Terms and Conditions.

Client Authorization	True North Consultants
Signature:	*Signature:*
Name:	*Name:* *Ryan LaDieu*
Title:	*Title:* *President*
Date:	*Date:* *February 9, 2024*

GENERAL TERMS & CONDITIONS OF SERVICES

1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are the only terms that govern the attached Master Service Agreement, Proposal or Quotation (collectively, "Agreement") between True North Consultants, Inc. ("True North") and the Client named in the Agreement ("Client"). Client's acceptance of the Agreement includes acceptance of these Terms and any terms and conditions proposed by the Client will be deemed to materially alter the Terms and are hereby objected to and rejected by True North. Acceptance of the Agreement, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing, electronically or orally, to commence performance in accordance with the requested Consulting Services (as defined in the Agreement) and the Terms. In the event of a conflict between these Terms and the Agreement, the terms of the Agreement will prevail unless otherwise agreed to by the parties in writing.

2.0 LIMITED WARRANTY

2.1 Professional Standard of Care: True North warrants that it will perform the Consulting Services consistent with the level of care and skill ordinarily exercised by other professional consultants in the same locale and under similar circumstances at the same time the Consulting Services are performed.

2.2 Exclusive Remedy: True North's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

2.2.1 True North will use reasonable commercial efforts to promptly cure any breach; provided, that if True North cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's notice of such breach, Client may, at its option, terminate the Agreement by service of written notice of termination.

2.2.2 In the event the Agreement is terminated pursuant to Section 2.2.1 above, True North will within thirty (30) days after the effective date of termination refund to Client any fees paid by Client as of the date of termination for the Consulting Services, less a deduction equal to the fees for receipt or use of such Consulting Services up to and including the date of termination on a pro-rated basis.

2.2.3 The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after acceptance of such Consulting Services to True North.

2.3 Disclaimer of Implied Warranties: EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 2, TRUE NORTH MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE CONSULTING SERVICES UNDER THE AGREEMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE OR OTHERWISE.

3.0 SUBCONTRACTED AND OTHER SERVICES

3.1 True North will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The subcontractors' invoices shall be billed in accordance with the Agreement. Nothing in this Section 3 shall require that services or equipment be obtained through competitive bidding or be available from multiple sources. True North shall not be responsible for the means and methods utilized by its subcontractors.

3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in addition to True North's fee schedules set forth in the Agreement.

4.0 SITE ACCESS AND SITE CONDITIONS

4.1 Client shall grant or obtain free access to the site for all equipment and personnel for True North to perform the Consulting Services for the Project (as defined in the Agreement) set forth in the Agreement. Client shall notify any and all possessors of the Project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of the Agreement unless so specified in True North's proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy set forth in the Agreement.

4.2 Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on information available to True North. True North is responsible for its data,

interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed by True North or any other party. To the extent True North must rely upon data provided by another party, True North will not be liable for any claim of injury or loss arising from such data. Client acknowledges that whenever a project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the Consulting Services are performed with skill and care.

5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four (4) weeks for Consulting Services performed during the previous four (4) weeks. Payment shall be due within thirty (30) days of invoice date. If Client objects to all or any portion of any invoice, Client shall so notify True North in writing within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, Client shall pay the balance as stated on the invoice. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of one and one-half percent (1.5%) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorneys' fees) in connection with collection of any delinquent amount shall be paid by Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend Consulting Services under the Agreement, without incurring liability to Client, after giving seven (7) days' written notice to Client. Client acknowledges that True North's fee schedules are subject to change on an annual basis without prior notice.

6.0 DOCUMENTS AND ELECTRONIC FILES

6.1 Written Documents: Any letters, reports, or documents prepared by True North for Client are the instruments of True North's Consulting Services. The Consulting Services provided by True North are solely for Client's use for the Project and site described in the Agreement. Any documents prepared by True North for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss allegedly arising from any third-party reliance on True North's instruments of Consulting Services without True North's specific authorization to do so.

6.2 Electronic Files: Client hereby grants permission for True North to use information and data provided by Client, including electronic records produced or provided by Client in the completion of the Project. Client also grants permission to True North to release True North documents electronically to consultants, contractors, and vendors as required in the execution of the Project.

6.3 Retention Period: True North shall not be obligated to maintain written documents and electronic files relating to its Consulting Services performed for Client under the Agreement for more than five (5) years following completion of the relevant Consulting Services.

7.0 INSURANCE

True North maintains Workmen's Compensation Insurance as required by applicable law and General Liability Insurance for bodily injury and property damage with an aggregate limit of $1,000,000 per occurrence. True North will furnish certificates of such insurance upon request. In the event Client desires additional insurance coverage of this type, True North will, upon the Client's written request made prior to the performance of Consulting Services, obtain additional insurance (if possible) at Client's expense.

8.0 ALLOCATION OF RISK

8.1 Limitation of Liability: IN NO EVENT SHALL TRUE NORTH BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT TRUE NORTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL TRUE NORTH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TRUE NORTH PURSUANT TO THE AGREEMENT. If Client prefers not to limit True North's professional liability to this sum, True North will waive this limitation upon Client's written request, provided that Client agrees to pay for this waiver at a negotiated fee. Client's request for this option must be made at the time Client enters into the Agreement. In the event Client makes a claim against True North for any act arising out of the performance of True North's Consulting Services, and

fails to prove such claim, then Client agrees to pay all attorneys' fees and other costs incurred by True North in defense of such claim.

8.2 Indemnification: Client shall indemnify, defend and hold harmless True North and its officers, directors, agents, employees, affiliates, successors and permitted assigns against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, interest, attorney's fees, costs and expenses arising from or related to the performance of Consulting Services under the Agreement and attributable to either a breach by Client of its obligations hereunder or the act or omission or willful misconduct of Client or anyone acting under Client's direction or control.

9.0 CHANGES

9.1 Unforeseen Site Conditions: True North reserves the right to make reasonable changes in the Consulting Services to be performed after acceptance of the Agreement. Client understands that unforeseen site conditions may require changes in the scope of Consulting Services to be performed.

9.2 Unauthorized Changes: If changes are made to True North's work products for Consulting Services by Client or persons other than True North, and these changes affect True North's Consulting Services, any and all liability against True North arising out of such changes is waived and Client shall assume full responsibility for such changes unless Client has given True North prior notice and has received from True North written consent for such changes.

9.3 Client-Requested Changes: Upon receipt of a change requested by Client, True North will obtain price quotations from its subcontractors and will provide Client with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. True North shall authorize the requested change by amending the contract price and contract time in the Agreement.

10.0 NOTIFICATION OF HAZARDS

Client shall notify True North of any information Client has with respect to the existence or suspected existence of biological pollutants, hazardous materials, oil, or asbestos in the environment, including, but not limited to the air, soil, and water at the site. Client shall advise True North immediately of any information which Client receives regarding the existence of any such hazardous materials or conditions at the site which might present a threat to human health and safety or the environment or impact True North's work products.

11.0 BIOLOGICAL POLLUTANTS

True North's scope of Consulting Services, unless specifically outlined in its written scope of Consulting Services, does not include the investigation or detection of the presence of any biological pollutants in or around any structure. Client agrees that True North will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any biological pollutants, in or around any structure. In addition, Client shall defend, indemnify, and hold harmless True North from any third-party claim for damages alleged to arise from or be caused by the presence of or exposure to biological pollutants in or around any structure.

12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North shall not assume, by virtue of performing Consulting Services on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, True North shall not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding any Agreement, True North's Consulting Services or any report, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, Client understands that True North will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

13.0 RCRA COMPLIANCE

Nothing contained in these Terms or the Agreement shall be construed or interpreted as requiring True North to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar Federal, State, or local regulation or law.

14.0 DELAYS

Delays not the fault of True North or its subcontractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total Project cost shall be equitably adjusted by the amount of such additional costs.

15.0 DISPUTE RESOLUTION; CHOICE OF FORUM

Any claims or disputes between Client and True North arising out of or related to the Consulting Services provided by True North or out of or related to the Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Any claims arising out of or relating to the sale of Consulting Services provided by

True North and/or the relationship between True North and Client shall be asserted only in the state or federal courts located in Cook County or DuPage County, Illinois. Client hereby unconditionally consents to the jurisdiction and venue of said courts.

16.0 MISCELLANEOUS

16.1 Governing Law: These Terms and all matters arising out of, or related to, the sale of Consulting Services by True North to Client and/or the relationship between True North and Client shall be deemed to have been made and governed by the substantive laws of the State of Illinois, without regard to its choice-of-law or conflict-of-laws provisions.

16.2 Severability: If any term or provision of these Terms is found to be invalid or unenforceable, the remaining portion of these Terms shall remain in effect, provided that if such invalid or unenforceable portion is an essential part of these Terms, the parties will immediately begin negotiations for a replacement provision consistent with the intent and purpose of these Terms.

16.3 Entire Agreement: The terms contained in the Agreement and these Terms comprise the entire agreement between True North and Client concerning the subject matter hereof, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. No modification, amendment, rescission, waiver or other change of these Terms or the Agreement or any part thereof shall be binding on True North unless agreed in writing by an authorized officer of True North.

16.4 All Rights Reserved: All rights and remedies of True North provided in these Terms are cumulative and not exclusive, and the exercise by True North of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or in any other agreement between the parties.

16.5 No Assignment: The rights and responsibilities of Client hereunder may not be assigned to any third-party without the written consent of True North.

16.6 Waste Manifests: If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.

END OF TERMS AND CONDITIONS

REVISED: June 27, 2019

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	March 19, 2024

DESCRIPTION:

Consideration of Resolution Authorizing the Execution of an Engineering Services Agreement with Christopher B. Burke Engineering, Inc. for Grant Assistance for the York Road at CP Railway / Metra MDW Grade Separation Project in the Not-to-Exceed Amount of $49,510

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	***Financially Sound Village***	X	***Enrich the lives of Residents***
	Quality Customer Oriented Services		***Major Business/Corporate Center***
	Safe and Beautiful Village	X	***Vibrant Major Corridors***

COMMITTEE ACTION:	DATE:
Committee of the Whole	March 19, 2024

BACKGROUND:

The Village has evaluated grade separation concepts for York Road going over and under the CP/Metra crossing based on the CP Railway merger with the Kansas City Southern Railway. The merger is anticipated to result in increased rail traffic and roadway congestion in the downtown Bensenville area. The preliminary engineering has yielded an underpass as the desired alternative for this potential project. The next phase of work on this project will be to perform Phase I and Phase II engineering. The anticipated cost for the engineering phases and right-of-way acquisition is in the $5-8 million range. Securing funding for these phases is our next challenge.

This past week we officially received confirmation of a $1 million grant from Congresswoman Ramirez. This is a great start to our funding needs, but we have a long way to go.

There are a number of grant programs that we are going to attempt to secure funds from in the coming months. These programs include the following:

- CRISI (Consolidated Rail Infrastructure & Safety Improvements)
- RCE (Railroad Crossing Elimination)
- RAISE (Rebuilding America Infrastructure with Sustainability and Equity)
- Illinois Commerce Commission (ICC) – Crossing Safety Improvement Program.

The effort required to apply for all these grants is beyond our in-house capabilities.

KEY ISSUES:

The Village reached out to Christopher B. Burke Engineering, Ltd (CBBEL) to provide a proposal to assist with the grant application processes for each of these grant programs.

The scope of this proposal includes the following:

Task 1 – Data Collection and BCA Analysis
Task 2 – Prepare Draft Grant Applications
Task 3 – Project Coordination
Task 4 – Prepare Final Grant Applications and Submittal
Task 5 – Project Management

The goal of this contract is to secure as much grant funding for the initial phases of engineering as possible. Once we are able to fund the Phase I engineering, we will go through a Qualification Based Selectin Process to secure the engineering team to perform the design.

The fee associated with this contract is $49,510.

ALTERNATIVES:

Discretion of the Committee

RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing the Execution of an Engineering Services Agreement with Christopher B. Burke Engineering, Inc. for Grant Assistance for the York Road at CP Railway / Metra MDW Grade Separation Project in the Not-to-Exceed Amount of $49,510.

BUDGET IMPACT:

$250,000 was budgeted in our 2024 CIP for work associated with the grade separation project. Funds are reserved in Account Number 31080810 536513 - 22103.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of an Engineering Services Agreement with Christopher B. Burke Engineering, Inc. for Grant Assistance for the York Road at CP Railway / Metra MDW Grade Separation Project in the Not-to-Exceed Amount of $49,510.

ATTACHMENTS:

Description	Upload Date	Type
RES - York Road Grade - Grant Assistance	3/10/2024	Resolution Letter
PROPOSAL - York Road Grade - Grant Assistance	3/10/2024	Backup Material
Location Map	10/11/2022	Backup Material

RESOLUTION NO. _____

AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, INC. FOR GRANT ASSISTANCE FOR THE YORK ROAD AT CP RAILWAY / METRA MDW GRADE SEPARATION CONCEPTS IN THE NOT-TO-EXCEED AMOUNT OF $49,510

WHEREAS the VILLAGE OF BENSENVILLE (hereinafter "Village") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *es seq*; and

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS the anticipated CP Railway merger with Kansas City Southern Railway will result in increases to rail traffic and roadway congestion in the downtown Bensenville area, and

WHEREAS the Village of Bensenville completed a preliminary engineering study to evaluate grade separation options, and

WHEREAS an underpass at the crossing was the preferred and desired preliminary alternative, and

WHEREAS securing funding for the Phase I and Phase II design engineering is our next challenge, and

WHEREAS the Village has already been awarded a grant from Congresswoman Rameriz in the amount of $1,000,000, and

WHEREAS there are a number of competitive grants available that can be used for engineering on projects of this magnitude, and

WHEREAS the Village of Bensenville desires to hire Christopher B. Burke Engineering, Ltd. (CBBEL) to perform grant assistance in applying for these grants., and

WHEREAS CBBEL submitted a proposal to perform grant assistance in the amount not to exceed $49,510.

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

<u>SECTION ONE</u>: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing the execution of an engineering services agreement with Christopher B. Burke Engineering Ltd. (CBBEL) for grant assistance for the York Road at CP Railway / Metra MDW Grade Separation Concepts in the not-to-exceed amount of $49,510.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 26, 2024.

APPROVED:

_____
Frank DeSimone
Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

February 26, 2024

Village of Bensenville
717 E. Jefferson Street
Bensenville, IL 60106

Attention: Joseph Caracci, PE, Director of Public Works

Subject: Professional Engineering Services Proposal
York Road at Metra-CPKC Railway – Preliminary Engineering Grant Applications

Dear Mr. Caracci:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal to the Village of Bensenville (Village) for professional engineering services to prepare preliminary engineering grant applications for the proposed York Road at the Metra/CPKC Railway grade separation (project), and related agency coordination. Included in this proposal is our Understanding of the Assignment, the Scope of Services, and the Estimated Fee.

CBBEL completed a Concept Evaluation Report (CER) for the Village in August 2023, and assisted with subsequent coordination meetings with the Chicago Department of Aviation (CDA), Metra, and the CPKC Railway to discuss the CER results and next steps for overall project development. The most recent meeting on February 1, 2024, demonstrated support for the project from these agencies, and support for the pursuit of grant funding opportunities to initiate formal preliminary engineering studies.

UNDERSTANDING OF THE ASSIGNMENT

On the above basis, we understand the Village is interested in pursuing upcoming federal grant opportunities to provide funding support for initiation of formal preliminary engineering studies for the project, with capital funding in future after the required preliminary engineering studies have advanced. These grant funding programs are typically very competitive, and the Village would like to focus on the most relevant upcoming grant programs for which notice of funding opportunities (NOFOs) are anticipated to be published from Spring through Fall of 2024. The most relevant grant programs that allow submittal of applications for preliminary engineering funding, are anticipated to include the following:

- CRISI (Consolidated Rail Infrastructure & Safety Improvements). A Spring 2024 NOFO is anticipated. Although the CRISI grant program allows a Preliminary Engineering application (Track 2, Project Development), a full BCA (benefit-cost analysis) is required which will

require traffic counts, gates down time observations, 2050 traffic projections, and related analysis.

- RCE (Railroad Crossing Elimination). A Spring/Summer 2024 NOFO is anticipated and the RCE grant program allows a Preliminary Engineering application with no BCA required.
- RAISE (Rebuilding America Infrastructure with Sustainability and Equity). A Fall 2024 NOFO is anticipated, and the RAISE grant program allows a Preliminary Engineering application with no BCA required.
- Illinois Commerce Commission (ICC) – Crossing Safety Improvement Program. A potential funding source for Preliminary Engineering. Applications can be submitted at any time. Initial coordination with ICC recommended before application submittal.

CBBEL will assist the Village with upfront coordination as/if required and preparation of grant applications for each of these four (4) potential funding programs. Preparation of the grant application for each program will include data collection and analysis as required, development of the grant application documents, coordination of reviews with the Village and assist with retrieving letters of support, and submittal of the grant applications. On this basis, the scope of services includes the following:

SCOPE OF SERVICES

Task 1 – Data Collection and BCA Analysis:

As part of this task, CBBEL will review the published NOFOs and coordinate with the Village to retrieve available information that will assist with completion of each grant application, and to retrieve required applicant (Village) information/data as required for the submittal. Any required data collection (traffic counts, 2050 traffic projections (vehicle and rail), gates down observations, etc) and related analysis for developing a BCA (i.e., CRISI grant) will be completed under this task.

Task 2 – Prepare Draft Grant Applications:

As part of this task, CBBEL will prepare a complete draft Preliminary Engineering grant application for each of the four (4) indicated grant programs and provide the draft application to the Village for review and comment.

Each grant application, along with supporting information, will be prepared following the published NOFO. The format and content of each grant application will comply with the requirements of the NOFO. Although the individual grant requirements will vary, they will generally require the following information:

1. Project Narrative
    a. Location
    b. Project and Applicant Eligibility
2. Statement of Work
3. Benefit-Cost Analysis (CRISI Grant)
4. Project Budget and Commitments
5. Environmental Compliance
6. Evaluation of Merit/Selection Criteria
    a. Safety
    b. Environmental Sustainability
    c. Quality of Life
    d. Improves Mobility and Community Connectivity
    e. Economic Competitiveness and Opportunity

    f. State of Good Repair
    g. Partnership and Collaboration
    h. Innovation
    i. Project Readiness
7. Additional Considerations
8. Geographic & Modal Diversity
9. Letters of Support

Each grant application with be prepared in PDF format unless otherwise specified. A draft grant application will be prepared and submitted to the Village for review.

Task 3 – Project Coordination:
As part of this task, CBBEL will coordinate with the Village regarding the grant application process and assist the Village and/or pursue coordination with the applicable grant advisors such as USDOT and ICC, as required, to resolve any application questions. CBBEL will assist the Village with preparing draft letters of support for Village distribution. It is assumed that Village administrative staff will complete the necessary coordination to secure the letters of support.

Task 4 – Prepare Final Grant Applications and Submittal:
Based on Village and/or agency review of the draft applications (as applicable), CBBEL will prepare the final four (4) grant applications and submit the grant applications as required based on the NOFO deadline requirements, which is typically an online submittal.

Task 5 – Project Management:
As part of this task, CBBEL will complete overall project management including staff and budget allocation/management and the preparation of progress reports, as required.

ESTIMATE OF FEE

As shown in the attached cost estimate spreadsheet, our not-to-exceed estimated cost to provide the professional engineering services outlined herein, is **$49,510**. We will not exceed this amount without your prior written consent.

We will bill you at the hourly rates specified on the attached CBBEL 2024 Schedule of Charges and establish our contract in accordance with the attached CBBEL General Terms and Conditions, which are expressly incorporated into and are an integral part of this contract for professional services. All documents will be shared electronically, so no direct costs are anticipated.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

Michael E. Kerr, PE
President

Encl. CBBEL 2024 Schedule of Charges
CBBEL General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

CBBEL COST ESTIMATE OF PROPOSED ENGINEERING SERVICES
Village of Bensenville
York Road at Metra/CPKC Crossing - Preliminary Engineering Grant Applications

February 16, 2024

Task	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer I/II	GIS Specialist III	Service by Others	Total Hours	% of Hours
Rate	$275.00	$235.00	$200.00	$175.00	$155.00	$175.00			
Task 1: Data Collection and BCA Analysis	4	8		20	20	12		64	26.7%
Task 2: Prepare Draft Grant Applications	8	26	26		20	12		92	38.3%
Task 3: Project Coordination	12	12	12					36	15.0%
Task 4: Prepare Final Grant Applications and Submittal	4	8	8		8	4		32	13.3%
Task 5: Project Management	8	8						16	6.7%
								0	0.0%
								0	0.0%
								0	0.0%
								0	0.0%
								0	0.0%
								0	0.0%
Subtotal	36	62	46	20	48	28	$ -	240	100.0%
% of Hours	15.0%	25.8%	19.2%	8.3%	20.0%	11.7%		100.0%	100.0%
Total Cost	$9,900.00	$14,570.00	$9,200.00	$3,500.00	$7,440.00	$4,900.00	$0.00	$49,510.00	
Direct Costs									
Total Cost									

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

Personnel	Charges ($/Hr)
Engineer VI	275
Engineer V	235
Engineer IV	200
Engineer III	175
Engineer I/II	155
Survey V	240
Survey IV	220
Survey III	200
Survey II	160
Survey I	135
Engineering Technician V	215
Engineering Technician IV	190
Engineering Technician III	140
Engineering Technician I/II	125
CAD Manager	210
CAD II	155
GIS Specialist III	175
Landscape Architect	200
Landscape Designer III	155
Landscape Designer I/II	120
Environmental Resource Specialist V	235
Environmental Resource Specialist IV	190
Environmental Resource Specialist III	150
Environmental Resource Specialist I/II	125
Environmental Resource Technician	140
Business Operations Department	160
Engineering Intern	75

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

These rates are in effect until December 31, 2024, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

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

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

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

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

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

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

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

   The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

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

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

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

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

9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

   With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

    Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

    In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

    Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.

16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.

21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

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

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

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

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

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

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

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

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

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

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

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

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

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

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

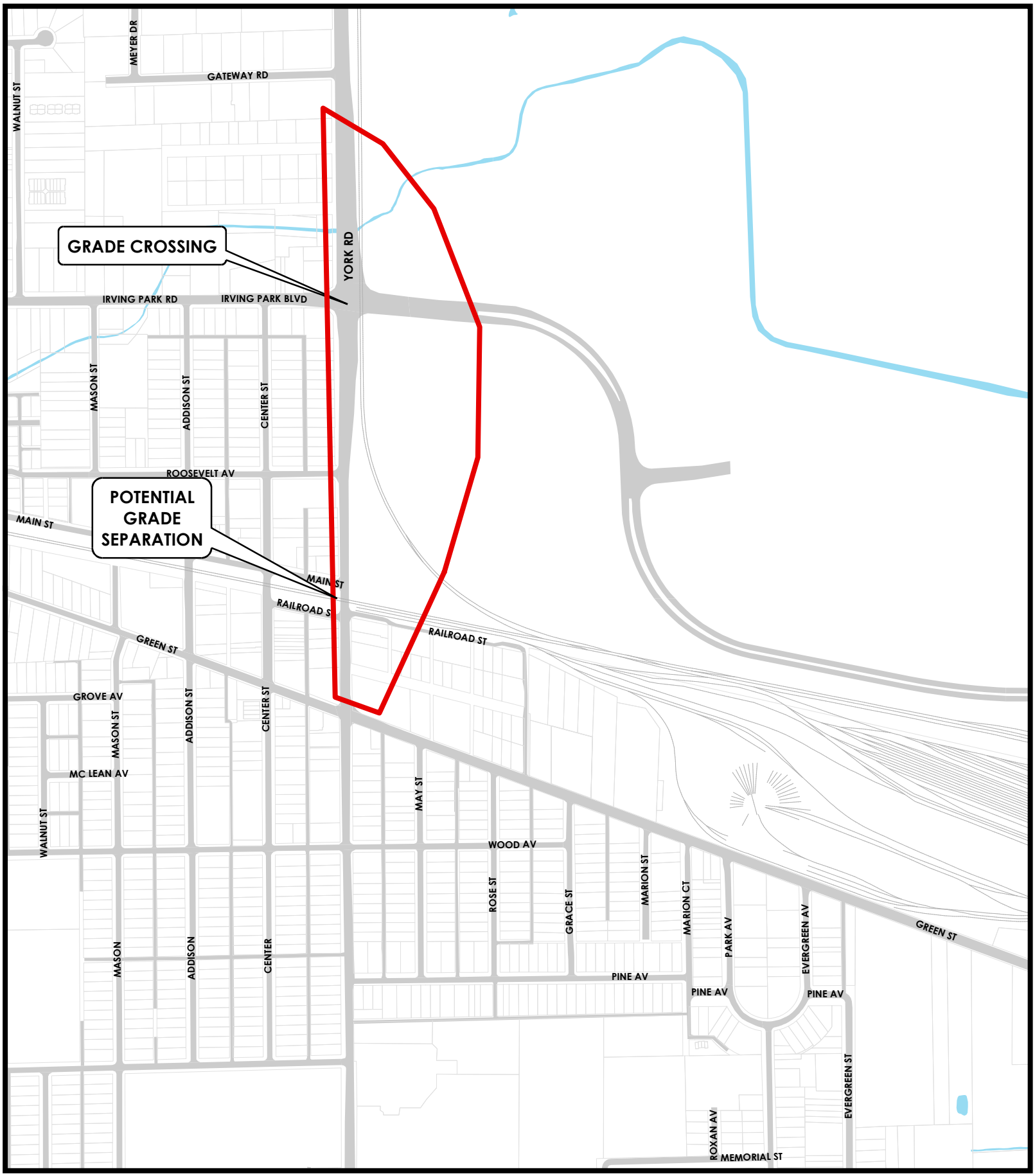
    The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants,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

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

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

Village of Bensenville

Potential York Road Grade Separation



Date: 10/11/2022

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	March 19, 2024

DESCRIPTION:

Consideration of Resolution Authorizing the Execution of Change Order No. 1 with FH Paschen, S.N. Nielsen & Associates, LLC for the Senior and Community Center Project in the Not-to-Exceed Amount of $212,383.93 for a Revised Contract Cost of $1,029,530.43

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	***Financially Sound Village***	X	***Enrich the lives of Residents***
X	***Quality Customer Oriented Services***		***Major Business/Corporate Center***
	Safe and Beautiful Village		***Vibrant Major Corridors***

COMMITTEE ACTION:	DATE:
Committee of the Whole	March 19, 2024

BACKGROUND:

FH Paschen took over the construction of the Senior and Community Center as part of the tender agreement with the Surety. The contract included all previously approved changes to the Empire contract as well as all necessary work necessary to carry out the intent of the original contract documents. The value of the FH Paschen contract was $817,146.50.

As part of any construction project, changes occur that were unforeseen that are necessary to complete the project as originally intended. Changes also arise when the owner asks the contractor to perform work that may not have been included in the original scope of work. These changes are documented in the form of Change Orders.

KEY ISSUES:

Through March 1, 2024, there have been twelve (12) changes that have been agreed upon between the owner and contractor. These items can be found on the attached Change Order Request Form. The value of the changes to the contract total $212,383.93. Some of these changes were integrally necessary to account for unforeseen conditions, while others were added to the project as upgrades to the original scope.

Based on the change order, the new contract total is $1,029,530.43.

ALTERNATIVES:

Discretion of the Committee

RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing the Execution of Change Order No. 1 with FH Paschen, S.N. Nielsen & Associates, LLC for the Senior and Community Center Project in the Not-to-Exceed Amount of $212,383.93 for a Revised Contract Cost of $1,029,530.43.

BUDGET IMPACT:

The Village received a DCEO grant in the amount of $1,180,000 for this project.

The CY24 Capital budget included funds in the amount of $1,200,000 in Account Number 3108000 591000 21601

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of Change Order No. 1 with FH Paschen, S.N. Nielsen & Associates, LLC for the Senior and Community Center Project in the Not-to-Exceed Amount of $212,383.93 for a Revised Contract Cost of $1,029,530.43.

ATTACHMENTS:

Description	Upload Date	Type
RES - Senior Center - Change Order No. 1	3/14/2024	Resolution Letter
REQUEST FORM - Senior Center - Change Order No. 1	3/14/2024	Backup Material

RESOLUTION NO.

RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 1 WITH FH PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC FOR THE SENIOR AND COMMUNITY CENTER PROJECT FOR AN INCREASE OF $212,383.93, FOR A REVISED CONTRACT AMOUNT OF $1,029,530.43

WHEREAS, Chapter 720, Section 5/33-E-9 of the Illinois Compiled Statutes 2002 requires change orders on public contracts involving total cumulative changes of more than Ten Thousand Dollars ($10,000) in value or a cumulative total of thirty (30) days in time to be made by written determination; and

WHEREAS, it has been determined that it would be beneficial to the Village to revise original contract quantities to match actual as-constructed amounts, to compensate the contractor for additional work performed as directed and approved by the project engineer and Village staff, and to receive credit for the items that weren't used on the project; and

WHEREAS, the Senior and Community Center construction has resumed with FH Paschen, S.N. Nielsen & Associates, LLC (FH Paschen) selected as the completion contractor, and

WHEREAS the value of the completion contract with FH Paschen is $817,146.50, and

WHEREAS twelve items have been identified as part of Change Order No. 1 that total an increase in the contract value of $212,383.43, and

WHEREAS the revised contract amount as a result of Change Order No. 1 is $1,029,530.43.

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

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution Authorizing the Execution of Change Order No. 1 with FH Paschen, S.N. Nielsen & Associates, LLC for the Senior and Community Center Project for an increase of $212,383.43, for a revised contract amount of $1,029,530.43.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 26, 2024.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

REQUEST FOR AUTHORIZATION OF CHANGES
CHANGE ORDER NO. 1

Project Name: 21.6.01 - Senior and Community Center Construction

To: Village of Bensenville
717 E. Jefferson Street
Bensenville, IL 60106

Contractor: FH Paschen
5515 North East River Road
Chicago, IL 60656

Date: 3/26/2024

The following change from the Plans in the construction of the above designated project is recommended:

ITEM	DESCRIPTION	ADDITIONS	DEDUCTIONS
COR - 001	Second Floor Office Carpeting	$11,968.87	
COR - 002	Tile Backsplash	$6,115.79	
COR - 003	Wallcovering	$21,948.00	
COR - 004	Studio Closet Balcony Wall Fix	$3,661.97	
COR - 005	Storage Room Retrofit	$3,092.00	
COR - 007	Lower Level Lounge Floor Replacement	$6,514.00	
COR - 008	Kitchen Layout Modifications	$1,560.82	
COR -009	2nd Floor Balcony Door Replacement	$94,379.04	
COR -010	Lower Level Sprinkler Tee Modification	$2,409.75	
COR - 011	Employee Lounge Casework Modification	$4,654.94	
COR - 012	Countertop Modifications	$3,816.79	
COR - 013	Revised Door Schedule	$52,261.96	

Amount of this Order:	$212,383.93
Amount of Previous Orders:	$0.00
Original Contract Amount:	$817,146.50
Original Contract Amount and Orders:	$1,029,530.43

The work covered by this Order shall be performed under the same terms and conditions as that included in the Original Contract.

Requested by:	Wes McAllister, Tria Architecture		
Reviewed by:	Joe Caracci, Director of Public Works		
Recommended by:	Joe Caracci, Director of Public Works		
Approved by:	Evan Summers, Village Manager		
Accepted by:	Matt Hutchinson, Project Manager (FH Paschen)		

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Amanda Segreti	Public Works	March 19, 2024

DESCRIPTION:

Consideration of a Resolution Authorizing a Contract with Clarke Environmental Mosquito Management, Inc. for the 2024 Mosquito Abatement Services Including Insecticide Tablets, in the Not-to-Exceed Amount of $40,462

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	***Financially Sound Village***	X	***Enrich the lives of Residents***
X	***Quality Customer Oriented Services***		***Major Business/Corporate Center***
X	***Safe and Beautiful Village***		***Vibrant Major Corridors***

COMMITTEE ACTION: Committee of the Whole

DATE: March 19, 2024

BACKGROUND:

Clarke Environmental Mosquito Management has performed mosquito abatement services for the Village for over twenty years. The program includes the following tasks:

Task 1 - General Services (includes survey, mapping, public relations, consultation, etc.)

Task 2 - Surveillance and Monitoring (includes weather modeling, mosquito tracking, floodwater migration model)

Task 3 - Larval Control (includes 8 larval site monitoring inspections, larval control spraying, and tablet installation training for staff)

Task 4 - Adult Control (includes adult mosquito spraying for MIP, Libertyfest, and community wide spraying as necessary)

KEY ISSUES:

Clarke has increased pricing slightly from $29,600 to $30,630. They are a trusted & reputable vendor for these types of services.

Public Works also buys Natular which is a larval growth inhibitor product. After receiving an annual training from Clarke, the Village staff places the Natular in storm sewer catch basins. The product is effective for 180 days. The cost ($9,832) of this is reflected in the overall contract amount.

Clarke continues to perform the work with exceptional quality and service to our residents. They also provide mosquito abatement for every DuPage County municipality and township that offers the program.

Clarke's proposal is attached. The total cost of the program is as follows:

Year 2024
Abatement $ 30,630
Natular Product $ 9,832
Total $ 40,462

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends the approval of the Resolution Authorizing a Contract with Clarke Environmental Mosquito Management, Inc. for the 2024 Mosquito Abatement Services (including insecticide tablets) in Not-to-Exceed Amount of $40,462.

BUDGET IMPACT:

Funds ($38,000) are in the 2024 budget, Account No. 11050430-549990. The 2024 proposal came in slightly higher than budgeted. This has been the first increase for abatement services in over twenty years.

ACTION REQUIRED:

Approval of a Resolution Authorizing a Contract with Clarke Environmental Mosquito Management, Inc. for the 2024 Mosquito Abatement Services Including Insecticide Tablets, in the Not-to-Exceed Amount of $40,462.

ATTACHMENTS:

Description	Upload Date	Type
RES - 2024 Mosquito Abatement Contract	3/13/2024	Resolution Letter
2024 Mosquito Abatement Proposal	3/13/2024	Backup Material
2024 Natular XRT Tablets Proposal	3/13/2024	Backup Material
Natular Resource Guide	3/13/2024	Backup Material

RESOLUTION NO.

AUTHORIZING A CONTRACT WITH CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC. FOR THE 2024 MOSQUITO ABATEMENT SERVICES IN THE NOT-TO-EXCEED AMOUNT OF $37,240

WHEREAS the VILLAGE OF BENSENVILLE (hereinafter "Village") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *es seq*, and

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village of Bensenville is responsible for Mosquito Abatement Services, and

WHEREAS the Village of Bensenville contracts out mosquito abatement service, surveillance, and monitoring larval control and adult mosquito management throughout the Village, and

WHEREAS, Clarke Environmental Mosquito Management, Inc. has held their low prices since 2011, and

WHEREAS, the Village intends to execute a one-year contract at $30,630, and

WHEREAS, the Village intends to purchase eight (8) cases of Natular briquettes for catch basin application at a not-to-exceed price of $7,640, and

WHREAS, the total cost of the Program (Contract & Natular Purchase) is $37,240.

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

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a Contract with Clarke Environmental Mosquito Management, Inc. for the 2024 Mosquito Abatement Services in not-to-exceed amount of $37,240.

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 26, 2024.

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Clarke Environmental Mosquito Management, Inc.,
Professional Services Outline for 2024
Village of Bensenville
Environmental Mosquito Management (EMM) Program

Part I. General Service

A. Aerial Survey and Geographic Information System (GIS) Mapping
B. Computer System and Record Keeping Database
C. Public Relations and Educational Brochures
D. Mosquito Hotline Citizen Response – (800) 942-2555
E. Comprehensive Insurance Coverage naming the Village of Bensenville additionally insured
F. Program Consulting and Quality Control Staff
G. Monthly Operational Reports, Periodic Advisories, and Annual Report
H. Regulatory compliance on local, state, and federal levels

Part II. Surveillance and Monitoring

A. Floodwater Mosquito Migration Model:
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the Village of Bensenville representative and inform him/her of the impending brood arrival.)
B. Arbovirus Surveillance: Clarke New Jersey Light Trap Network to monitor and evaluate adult mosquito activity.
C. Weather Monitoring – Operational Forecasts

Part III. Larval Control

A. Targeted Mosquito Management System (TMMS™) computer database and site management.
B. Larval Site Monitoring: (8) inspections
   1. Three (3) complete inspections of up to 77 sites as outlined by most recent Clarke GIS Survey.
   2. Five (5) targeted inspections of up to 62 breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
   3. Inspections of sites called in by residents on the Mosquito Hotline.
C. Prescription Larval Control will be performed with VectoLex® (*Bacillus sphaericus),* VectoBac® (*Bacillus thuringiensis israelensis* - Bti), Abate®, Natular®, and/or Altosid® mosquito larvicide as described in the following sections.
   1. Larval Control: The program provides for up to 54.2 acres of single brood or 30 day residual product with backpack or hand equipment.
   2. Helicopter Larval Control: As authorized by the Village of Bensenville, helicopter larviciding of any approved large and inaccessible sites using a single brood product for floodwater mosquito control will be billed, in addition to the core program, at a rate of $109.00 per acre.
   3. Larval Control: Stocking of 2,000 mosquito fish (*Gambusia affinis*) for biological control.
   4. Catch Basins: The Village of Bensenville Public Works Department performs treatments of Village streets and backyard catch basins. Clarke will provide a staff training program in accordance with Illinois Department of Agriculture regulations, and be the source of all Altosid, Natular, or other larval control products.
   5. Source Reduction Recommendations.

Part IV. Adult Control

A. Adulticiding in mosquito harborage areas:
   1. Twelve (12) scheduled truck Ultra Low Volume (ULV) treatments using a synthetic pyrethroid insecticide for Band Concerts, Village Festivals, and 4th of July of up to 1 mile.
   2. Six (6) backpack barrier treatments using a synthetic pyrethroid insecticide of up to 0.4 mile with a Flit (permethrin) 0.5% emulsion for residual control of adult mosquitoes.

B. Adulticiding in Village Residential Areas:
   1. Four (4) community-wide truck ULV treatments of up to 68.3 miles of streets using Biomist® or synthetic pyrethroid insecticide. Any additional authorized community ULV treatments will be priced at $ 3,830.00 per treatment.

C. Adulticiding Operational Procedures
   1. Notification of community contact.
   2. Weather limit monitoring and compliance.
   3. Notification of residents on Clarke Call Notification List.
   4. ULV particle size evaluation.
   5. Insecticide dosage and quality control analysis.

2024 EMM Program Total Price for Parts I, II, III, IV $ 30,630.00**

****NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.

Clarke Environmental Mosquito Management, Inc.,
Client Agreement Authorization for 2024
Village of Bensenville
Environmental Mosquito Management (EMM) Program

Program Payment Plan: For Parts I, II, III, and IV as specified in the 2024 Professional Services Price Outline, the total for the 2024 program will be $30,630.00 per year. The payments will be due according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed. Village of Bensenville has the option to extend this program for 2025 and 2026 years at a rate not to exceed a 3% annual increase or current CPI.

PROGRAM PAYMENT PLAN

MONTH	2024
June 1	$ 7,657.50
July 1	$ 7,657.50
August 1	$ 7,657.50
September 1	$ 7,657.50
TOTAL	**$ 30,630.00**

For Village of Bensenville:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

Name: Emily Kluger Title: Key Account Manager Date: 3/11/2024

Emily Kluger

Clarke Environmental Mosquito Management, Inc.,
Client Authorization for 2024
Village of Bensenville
Environmental Mosquito Management (EMM) Program

Administrative Information:

Invoices should be sent to:

Name: _____

Address: _____

City: _____ State: _____ Zip _____

Office Phone: _____ Fax: _____ P.O. # _____

E-mail: _____ County: _____

****In an effort to be more sustainable, we ask that you provide us with an Email address that the invoices should be sent to.****

Treatment Address (if different from above): County: _____

Address: _____

City: _____ State: _____ Zip _____

Contact Person for Village of Bensenville:

Name: _____ Title: _____

Office Phone: _____ Fax: _____ E-Mail: _____

Home Phone: _____ Cell: _____ Pager: _____

Alternate Contact Person for Village of Bensenville:

Name: _____ Title: _____

Office Phone: _____ Fax: _____ E-Mail: _____

Home Phone: _____ Cell: _____ Pager: _____

Please sign and return a copy of the complete contract for our files to:

Clarke Environmental Mosquito Management, Inc., Attn: Emily Kluger
675 Sidwell Ct. St Charles, IL 60174 or ekluger@clarke.com

Clarke Mosquito Control Products
675 Sidwell Ct.
St. Charles IL 60174
United States
Phone:(630) 894-2000
Fax:(630) 832 9344
www.clarke.com

QUOTATION

// COPY //

Quotation no	Order date	Date
0002032844	3/13/24	3/13/24
Salesperson	**Currency**	**Valid to**
1026 Emily Glasberg	USD US Dollar	4/30/24

Customer	
B00740	
Invoice address	
Village of Bensenville 12 S Center St Bensenville, IL 60106-2130 630-350-3489	
Customer PO#	**Your order date**
	3/13/24
Your reference	**Written by**
Joe Caracci	Gabriela Simone

Consignee	
B00740	
Delivery Address	
VILLAGE OF BENSENVILLE 717 E Jefferson St Bensenville, IL 60106-3160 630-350-3489	
Delivery terms	**Delivery method**
Salesman to Deliver	Salesman to Deliver
	Payment terms
	Net 37 Days

Line	Item number	Product Description	Quantity	U/M	Requested Date	Sales price	Extended Price
1	11850	NATULAR XRT TABLET	8	cs	3/13/24	1,228.92	9,831.36
	US EPA Current Label						

Subtotal	USD	9,831.36
Order total	USD	9,831.36
Total	**USD**	**9,831.36**

Helping make communities around the world more livable, safe and comfortable

NATULAR®

NATURALLY DERIVED ACTIVE INGREDIENT

Larvicide for Mosquito Control

- Reduced Risk active ingredient
- Unique mode of action
- Novel class of chemistry for public health
- Formulated for sustainable solutions

RESOURCE GUIDE

THE FIRST AND ONLY COMPLETE PORTFOLIO OF LARVICIDES WITH A NATURALLY DERIVED ACTIVE INGREDIENT

For years there have been only five active ingredient choices for larval control. Now there's a sixth, and it's found only in Natular®. With formulations developed and manufactured exclusively by Clarke, its patented ingredient, spinosad, is a product derived from a naturally occurring bacterium. Natular is in a chemical class different from all other larvicides and has a unique mode of action that helps fight resistance. Simply stated, Natular is like no other larvicide on the market.

BENEFITS INCLUDE »

Reduced Risk active ingredient

The active ingredient in Natular formulations is designated by the E.P.A. as Reduced Risk. This means reduced risks to human health and the environment when compared to other chemical and biochemical larvicides.

Unique mode of action

The unique mode of action of spinosad ensures no cross resistance with other chemistries.

Novel class of chemistry

Natular formulations are Group 5 insecticides — the first public health larvicides in this class — that provide you confident, resistance fighting performance.

Formulated for sustainable solutions

All formulations, except Natular DT are OMRI (Organic Materials Review Institute) Listed, enabling them to be used in and around organic agriculture. The international tablet has not been submitted for review.

What makes Natular® so unique?

Natular and its active ingredient, spinosad, offer a healthier alternative to protecting the well-being of communities.

Provides the right balance of efficacy with environmental stewardship

Offers exceptional control of larvae from the first through early 4th instar stages

Excellent option for resistance management and rotational use

Minimal PPE requirements for application

All formulations of Natular were designed as sustainability solutions

Breaks down rapidly in soil—spinosad degrades into carbon dioxide and water

Six advanced formulations to fit any habitat

Green Chemistry active lets you use with confidence in your community

WE'RE SETTING NEW BENCHMARKS WITH SPINOSAD

Spinosad, a product derived from a naturally ocurring soil bacterium, is the active ingredient in Natular®. It provides the perfect balance of efficacy and environmental stewardship. Spinosad has an excellent safety record. It breaks down quickly and does not bioaccumulate in the environment. In addition, all inert ingredients in domestic Natular formulations are included on the EPA's List of Minimal Risk Inert Ingredients.

The Structure

Chemical name: *Saccharopolyspora spinosa*
Common name: Spinosad, a patented combination of spinosyn A and spinosyn D

	SPINOSYN A	SPINOSYN D
Molecular Formula	$C_{41}H_{65}NO_{10}$	$C_{42}H_{67}NO_{10}$
Molecular Weight	731.98	746.00
Color and State	Crystalline Solid, White to Tan	Crystalline Solid, White to Tan
Vapor Pressure (25°C)	3.0×10^{-11} kPa	2.0×10^{-11} kPa
Melting Point	84—100°C	161—170°C
Water Solubility: (20°C)		
pH 5	290 mg/L	28.7 mg/L
pH 7	235 mg/L	0.332 mg/L
pH 9	16 mg/L	0.053 mg/L

The Origins of Spinosad and Natular®

In 1982, a vacationing scientist took a soil sample from a drum that was used to make rum in the Caribbean. From this sample, a new species of bacteria was identified in 1986: *Sacchrapolyspora spinosa*. (This translates into "spiny sugar.") The bacteria was later fermented in a lab and yielded spinosyns A and D, the most active metabolites of *S. spinosa*. Together, they comprise spinosad.

In 2002, Clarke acquired the public health development rights to spinosad. After six years and over 35,000 hours of development and regulatory review, Natular larvicides became the first public health label for spinosad, and also the first aquatic use pattern with the active as well.

The First Reduced Risk Larvicide

In 1993, the U. S. Environmental Protection Agency created the Reduced Risk Pesticide Initiative to "encourage the development, registration and use of lower-risk pesticide products, which would therefore result in reduced risks to human health and the environment when compared to existing alternatives."

Spinosad, the active ingredient in Natular, is one of only sixteen chemicals registered as a Reduced Risk pesticide and the only Reduced Risk larvicide for mosquito control. According to the EPA, the advantages of Reduced Risk pesticides include:

- Low impact on human health
- Lower toxicity to non-target organisms (birds, fish, plants)
- Low potential for groundwater contamination
- Low use rates
- Low pest resistance potential
- Compatibility with Integrated Pest Management (IPM) practices

Recipient of The Presidential Green Chemistry Challenge Award

Spinosad is one of only five pesticide products to ever receive the Presidential Green Chemistry Challenge Award*, one of the U.S. Government's highest environmental honors.

Green chemistry, also known as sustainable chemistry, is the design of chemical products and processes that reduce or eliminate the use or generation of hazardous substances. The benefits of green chemistry technologies include:

- Reduced waste, eliminating costly end-of-the-pipe treatments
- Safer products
- Reduced use of energy and resources

Green chemistry applies across the life cycle, including the design, manufacture, and use of a chemical product.

*www.epa.gov/greenchemistry

A REVOLUTIONARY MODE OF ACTION THAT'S IDEAL FOR ROTATIONAL USE

Delivering a Unique Mode of Action

The active ingredient in Natular® works like no other larvicide. Spinosad alters the function of insect nicotinic acetylcholine receptors in a unique action that causes continuous nervous impulses. This constant involuntary nervous stimulus causes paralysis and death. The action results primarily by ingestion, as well as by contact with the active.

In a Class by Itself: Group 5

Because of its unique mode of action, spinosad is classified as a Group 5 insecticide by the Insecticide Resistance Action Committee. It's the only active ingredient classified in Group 5 used for mosquito control. Because this class is unique and distinct from all other public health larvicides, this makes the Natular portfolio truly one of a kind.

It also makes an excellent option for resistance management. Its novel mode of action and distinct class grouping makes Natular ideal for rotational use since it shows no cross-resistance with existing products used for mosquito control.

Proven Performance

The consistent performance of spinosad — logged and observed in testing and operational work — has demonstrated exceptional control of larvae from the first through early fourth instar stages. Spinosad begins to work immediately upon contact and ingestion; its first visible effects are seen within hours of application. Optimal control is reached within 24-72 hours, sustained at very uniform levels for the labeled control period.

Natular formulations have been very effective in a wide spectrum of habitats in more than 50 domestic tests and 15 international studies. Data has been gathered on more than 20 species and will be expanded as usage increases.

We believe that an important part of being an environmental steward is product rotation. Our product rotation methods maximize the effectiveness of every program by preventing cross-resistance. To help select products for rotation in your program, visit clarke.com/mosquitocontrolproducts to view our full line of product offerings.

FORMULATED TO MEET THE NEEDS OF ENVIRONMENTALLY SENSITIVE HABITATS

Meets Organic and Sustainable Practice Standards

Natular® larvicides were formulated with a respect for the ever increasing number of communities with green or sustainability programs. All formulations except Natular DT have been listed by OMRI for use in organic production. Just knowing these products can be used in and around organic food production can give you confidence when using in public spaces.

Natular is the first larvicide evaluated as a Reduced Risk product by the EPA. All ingredients in all its formulations are included on the EPA's List of Minimal Risk Inert Ingredients. In fact, spinosad received the EPA's Presidential Green Chemistry Challenge Award in 1999. In addition, two of the portfolio's formulations have been evaluated by WHOPES (World Health Organization Pesticide Evaluation Scheme).

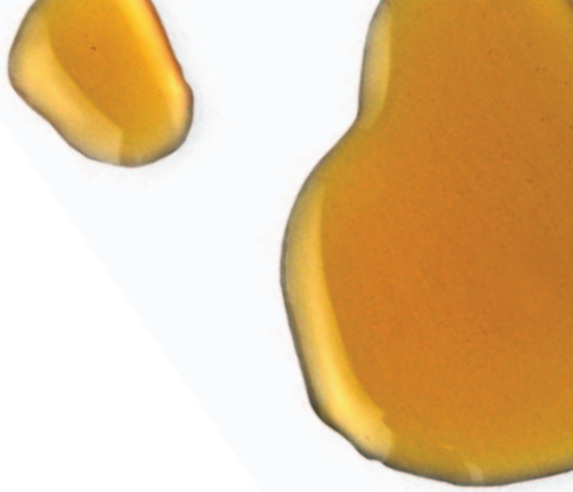
Bottom Line: Natular formulations meet the criteria that make them an excellent choice for not only labeled environmentally-sensitive habitats but also for the growing number of communities with green or sustainable practice guidelines.

Visit www.epa.gov/opprd001/workplan/reducedrisk.html for more details.

Introducing NextGen Products

Natular is also the first product to be ranked in the "NextGen" category on the Clarke Eco-Tier™ Index of environmental impact.

SIX DISTINCT FORMULATIONS



Natular® is **available in six advanced formulations** to fit the needs of any habitat. Each formulation offers exceptional handling characteristics and is labeled for only protective eyewear PPE.

	FORMULATION	CARRIER & APPEARANCE	APPLICATION RATE*	BULK DENSITY
EC	Single-brood liquid	Liquid, dark and slightly cloudy in appearance	1.1 — 2.8 fl oz/ac	9.68 lbs/gal
G	Single-brood granule	Granules made from corn cobs	3.5 — 9 lbs/ac	33 lbs/cf
T30	Multiple-brood 30-day tablet	A dust-free tablet	1/100 sf	6 g/tablet
XRT	Multiple-brood extended release tablet	A dust-free tablet	1/100 sf	40 g/tablet
G30	Multiple-brood extended release granule	Granules made from silica	5 — 20 lbs/ac	85 lbs/cf
DT (not available in US)	Multiple-brood tablet for containerized water	Bi-layer tablet	1/container	1.35 g/tablet

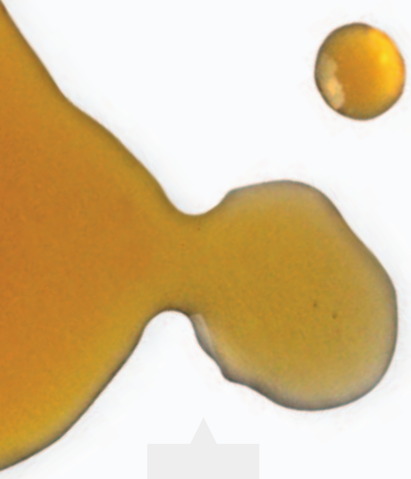
For International Use: Natular DT

In rural and urban areas of Latin America, the Middle East, Africa and Asia, the need to treat water barrels and other containers is crucial in the fight against Dengue, Yellow Fever and Chikungunya. To meet this need, Clarke developed the innovative bi-layer Natular DT formulation.

One layer works immediately while the second dissolves slowly. Thus, each tablet can treat a 200 liter barrel of water for more than 60 days. Successfully evaluated by WHOPES, Natular DT has significantly reduced volume requirements, making transportation and storage much easier.

DT

* depending on area of treatment



2EC

G30

T30

XRT

G

REDUCING ENVIRONMENTAL IMPACT

The active ingredient in Natular® larvicides, spinosad, is a highly selective insect control product with high potency for target insects but **low toxicity toward mammals and other non-target organisms.**

Environmental Fate

In Soil: Spinosad degrades readily in the soil environment and is non-persistent. Primary mechanisms of degradation are sunlight photolysis and microbial breakdown. Under field conditions, spinosad breaks down rapidly in the soil with observed half-lives of less than one day, degrading into carbon dioxide and water by the soil microbial community. It is moderately to strongly absorbed by soil particles and is considered to be "relatively immobile to immobile" with regard to leaching.

In Water: In natural water systems, spinosad degrades rapidly in sunlight. A water column half-life of less than one day has been observed in artificial pond systems in outdoor conditions.

In Animals: Because of its unique mode of action, spinosad is highly selective to insects. In mammals, spinosad is not readily absorbed through the skin; any minute amounts that are absorbed or ingested are rapidly metabolized to inactive by-products, which are excreted. As a result, it has very low acute toxicity. In long term studies, no evidence of carcinogenicity, mutagenicity, or neurotoxicity has been observed.

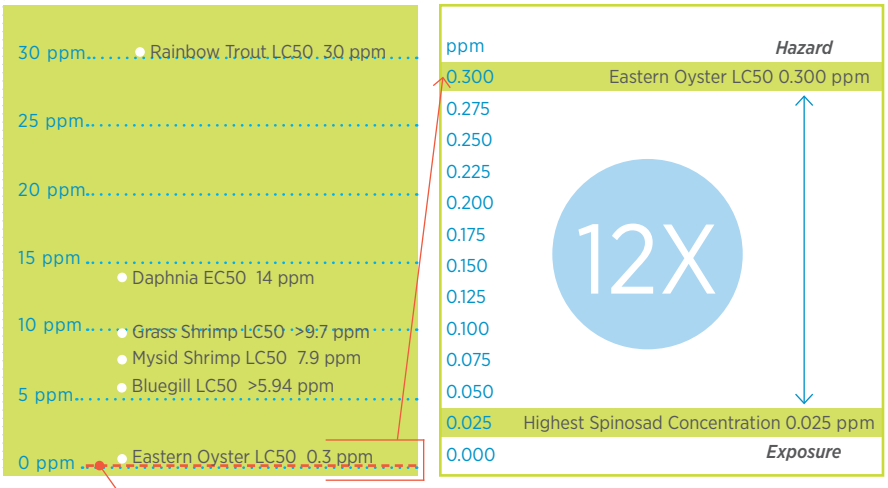
Toxicity, Mutagencity, Genotoxicity

Spinosad is well known to present a relatively low risk to beneficial and non-target insects compared to other broad-spectrum, insecticide products. It is not acutely toxic to terrestrial birds, wildlife, or to fish and most aquatic invertebrates. Investigated in a battery of genotoxicity studies, it has been found to possess no mutagenic potential.

During the six years of development and the operational use of Natular products since introduction in 2009, there have been no observed or validated non-target effects. Many characteristics of spinosad make this possible: low dose rate, rapid breakdown by sunlight, binding to soil, rapid dissolution in water, as well as non-target location and lifecycle at time of application.

Indicator Aquatic & Invertebrate Specie Sensitivity to Spinosad

TOXICITY CONCENTRATIONS PPM

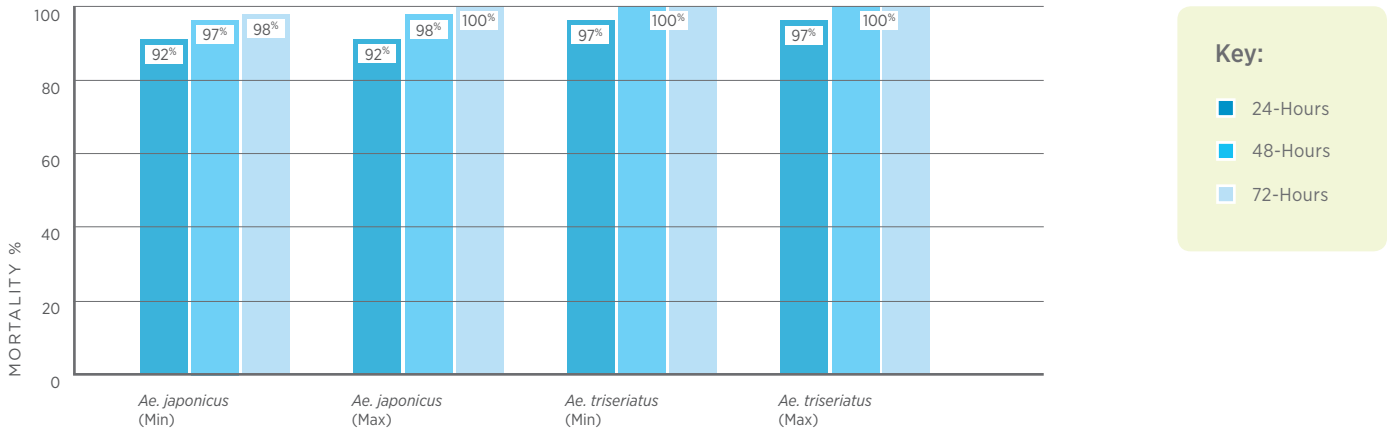


Spinosad concentration level with Natular products: 0.015 – 0.025 ppm

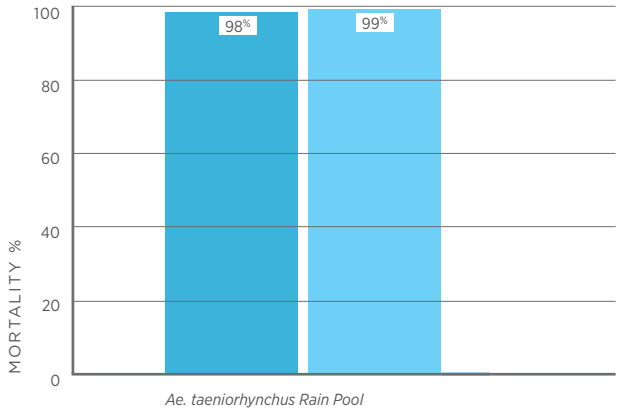
Spinosad demonstrates a 12X margin of safety when comparing exposure to acute toxic hazard.

RESULTS

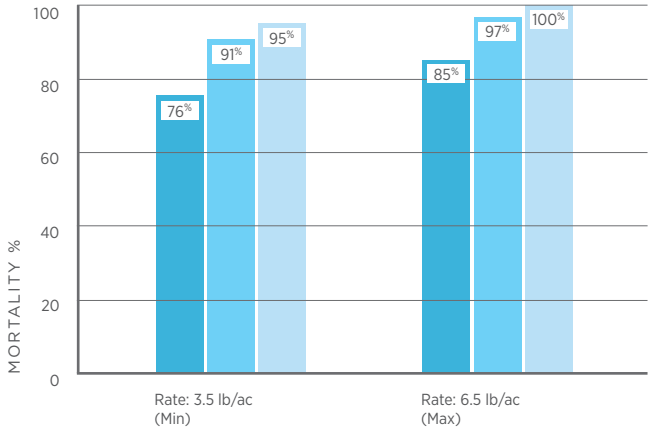
Natular® EC
Rate: 1.1 fl oz/ac (Min), 2.8 fl oz/ac (Max)
Location: Kentucky, 2008



Natular G
Rate: 9 lb/ac (Max)
Location: Florida, 2008



Natular G
Species: *Ae. trivittatus*
Location: Kentucky, 2008



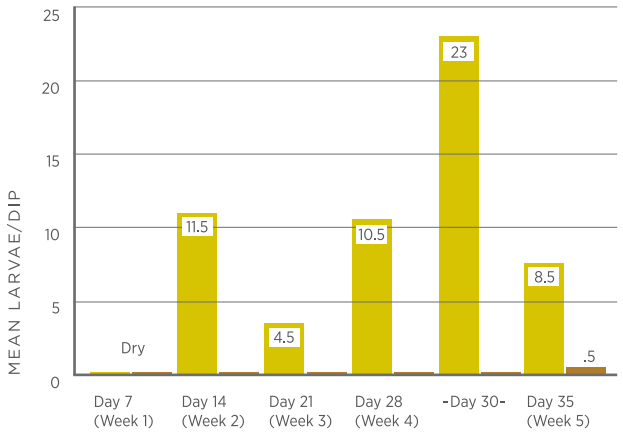
RESULTS

Key:

- Unt
- Trt

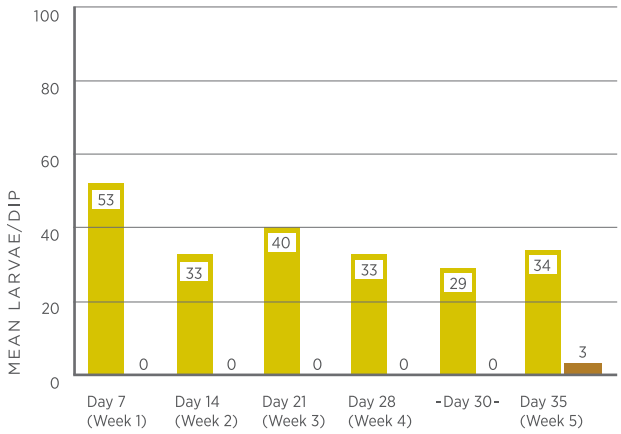
Natular G30

Habitat: Retention Ponds/*Ae. vexans*–*Cx. pipiens*
Rate: 10 lb/ac (<Mid)
Location: Illinois, 2008



Natular T30

Habitat: Catch Basins/*Cx. restuans* – *pipiens*
Location: Illinios, 2008

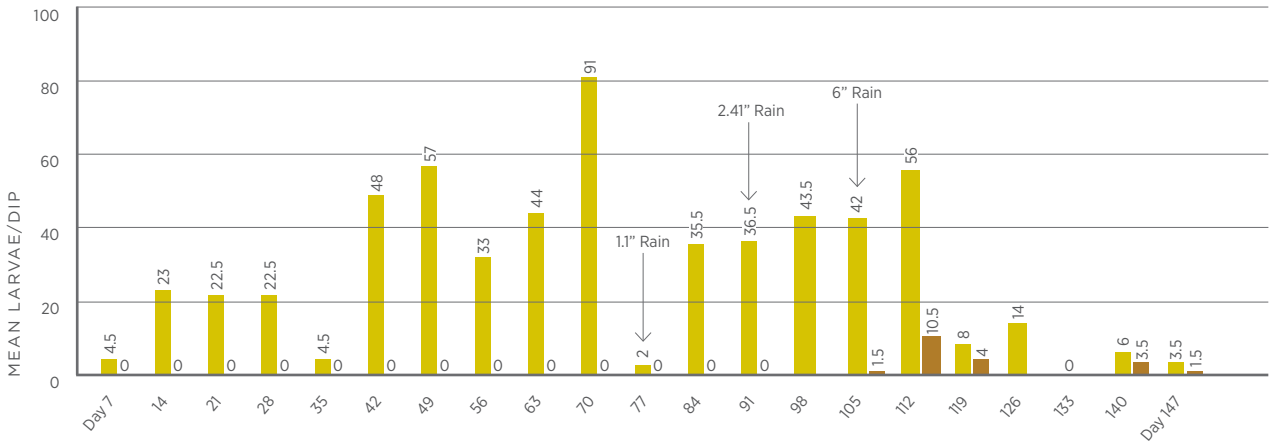


Key:

- Unt
- Trt

Natular XRT

Habitat: Catch Basin/*Cx. pipiens*
Location: Illinois, 2008



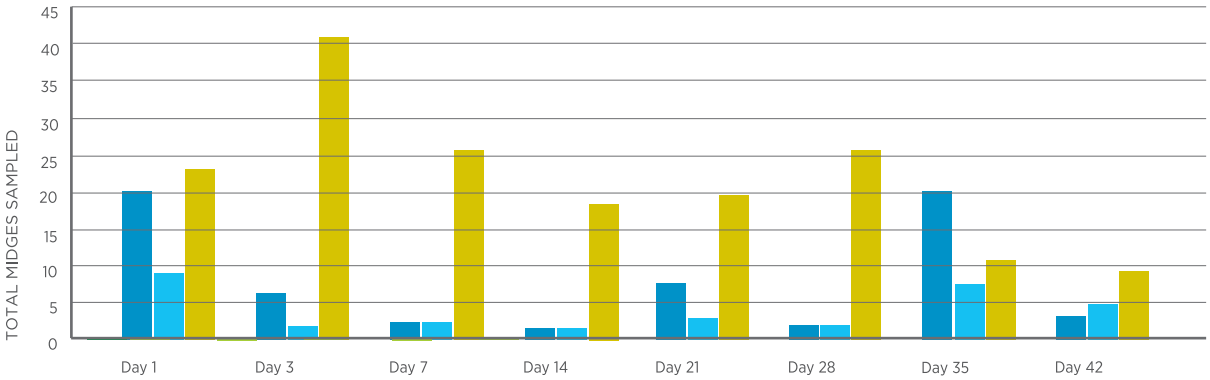
RESULTS

Key:

- Natular 12 lb/Acre
- Natular 12.5 lb/Acre
- Control

Natular G30

Habitat: Sample from Benthic Soils, Lake Monroe
Rate: 12 lb/Acre and 12.5 lb/Acre
Location: Lake Monroe Florida, Volusia County, 2010
Species: Non-Biting Midge: *Glyptotendipes paripes and Chironomus crassicaudatus*



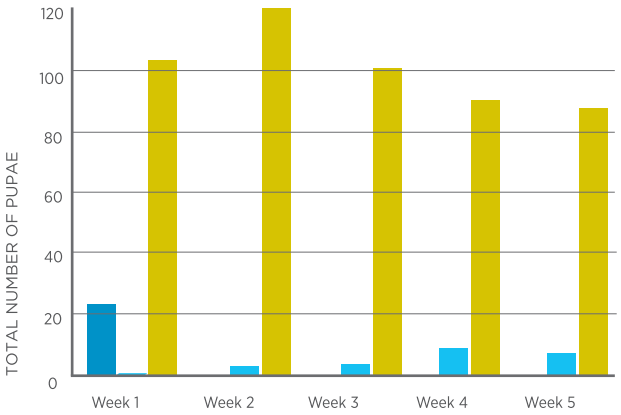
*Data provided by Edward D. Northey, Environmental Specialist, Volusia County MC, FL

Key:

- Natular T30
- Natular G30
- Control

Natular T30 and Natular G30

Location: Kenya Medical Research Institute, Kisumu, Kenya, 2010
Species: *Anopheles gambiae*
Large Simulated Barrow Pit Study

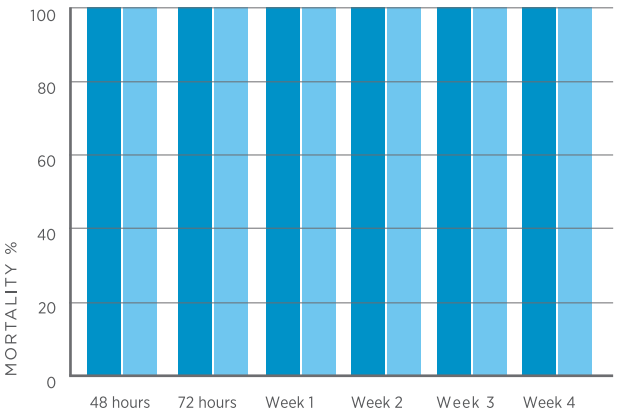


Key:

- Natular 5 lb/Acre
- Natular 10 lb/Acre

Natular G30

Habitat: Wetlands
Rate: 10lb/A and 5lb/A
Location: Washoe County, Nevada, 2009
Species: *Cs. morsitans, Cx. tarsalis*



FREQUENTLY ASKED QUESTIONS

Q: What is the active ingredient in Natular® larvicides?
A: Spinosad. It is a naturally derived active ingredient produced during fermentation by the soil organism, *Saccharopolyspora spinosa.* The natural metabolites produced during the fermentation process were termed "spinosyns". Spinosad is the collective term for the two most prominent and most active compounds in the fermentation broth (spinosyn A and spinosyn D). Hence the name "Spinosad".

Q: How is the active ingredient manufactured?
A: Spinosad is produced in a state-of-the-art fermentation facility in the United States, using natural feed-stocks to maintain the fermentation process.

Q: Is spinosad new?
A: No. Spinosad's first global registration was in 1996. Today it's used on more than 250 crops and in consumer and animal health uses in over 85 countries. Although Natular larvicides are the first public health usage of the active.

Q: How does the active ingredient in Natular formulations control mosquito larvae?
A: Spinosad has a novel mode of action; it alters the function of insect nicotinic acetylcholine receptors in a unique manner. Ultimately paralysis sets in upon ingestion and contact and the mosquito larvae don't recover.

Q: Are Natular formulations suitable for use in organic agriculture?
A: All domestic formulations of Natular are listed by the Organic Materials Review Institute (OMRI) for use in and around organic agriculture.

Q: What does Group 5 Insecticide mean on the Natular label?
A: Group 5 is a designation by IRAC (Insect Resistance Action Committee), which is a global industry organization that promotes the development of insecticide resistance management strategies to maintain efficacy and support sustainable agriculture and improved public health. Each group has a distinctly different mode of action. Spinosad is the only active ingredient in Group 5 used for mosquito control. The benefit of this is that it has no cross-resistance with existing products – making Natular an excellent option for resistance management.

Q: What are the inert ingredients in Natular?
A: All inert components in domestic Natular formulations are included in EPA's list of Minimal Risk Inert Ingredients. Inerts are non-synthetic (natural) or are synthetic components which do not contribute to mammalian or aquatic toxicity.

Q: What impact does spinosad have on non-targets?
A: Spinosad is of low acute and chronic toxicity to a wide range of non-target species. Under laboratory conditions, spinosad is toxic to some aquatic invertebrates, primarily upon chronic exposure. Fortunately, the rapid degradation of spinosad in natural aquatic environments prevents the long-term exposure that would be needed for these effects to occur in real world situations.

Q: How effective is Natular in an open / floodwater habitats with sunlight (*Aedes vexans*)?
A: Excellent, based on numerous cooperator and university trials.

Q: Do Natular larvicides control all of the important mosquito species?
A: Natular formulations have been tested on twenty of the most common vector and nuisance mosquito species and spinosad is effective against all of them. Given the fact that spinosad is a new active ingredient and has a completely unique mode of action; we expect to see consistent performance across all species.

Q: How do Natular™ formulations perform in habitats containing high organic matter?
A: We have seen excellent results in habitats with high concentrations of organic debris with Natular formulations, e.g. polluted water, sewage lagoons, and waters with high concentrations of leaf litter or other organic debris.

Q: How have Natular products performed in catch basins?

A: Both the 30-day Natular T30 and Natular XRT have performed exceptionally well in catch basins – even in the face of significant rain events as well as wet/dry cycles. The 30-day Natular T30 provides 30 days of control, while the XRT has consistently reached full season limits with control up to 180 days.

Q: How does varying amounts of sunlight affect the performance of Natular products?

A: Natular formulations were developed specifically for use in natural mosquito habitats, with single or multi-brood control objectives in mind. To date we have seen very uniform control levels regardless of sunlight intensity, and consistent with the labeled control claim of each Natular formulation.

Q: What about resistance?

A: The active ingredient in Natular products, spinosad, has not previously been used to control mosquitoes, hence there is no resistance to it. Spinosad is in a unique chemical class different from any other current products used in mosquito control, so there is no cross-resistance. Clarke will implement a resistance management program. To manage resistance, Clarke will steward and monitor the applications of these products to ensure consistent use according to label directions.

Q: What is the ecological toxicity of the Natular formulations?

A: Spinosad was registered under the US EPA Reduced Risk program and has favorable environmental characteristics compared to other mosquito larvicides. The active ingredient in Natular larvicides, spinosad, is well known to present a relatively low risk to beneficial and non-target insects compared to other broad-spectrum, insecticide products. Spinosad is not acutely toxic to terrestrial birds, wildlife, or to fish and most aquatic invertebrates. Extensive field experience indicates that spinosad's overall impact on beneficial insects is generally limited and transitory, and spinosad fits well into Integrated Pest Management (IPM) programs.

Q: What impact does spinosad have on non-targets?

A: Spinosad is of low acute and chronic toxicity to a wide range of non-target species. Under laboratory conditions, spinosad is toxic to some aquatic invertebrates, primarily upon chronic exposure. The rapid degradation of spinosad in natural aquatic environments prevents the long-term exposure to levels needed for these effects to occur in real world situations. Indeed, field studies indicate that effect on non-target species is mitigated by virtue of low application rates and rapid dissipation of spinosad.

Q: How do Natular products affect honey bees?

A: Field testing has demonstrated that once liquid spray residues have been allowed to dry for up to 3 hours that spinosad is not harmful to foraging honeybees and bumblebees. Spinosad has been used extensively in more than 85 countries with over 250 registered crop uses since its first launch in agriculture without any reported adverse effects on bees. This would be applicable ONLY TO THE LIQUID formulation. Granular and tablet formulations will not pose a bee hazard.

Q: Why are Natular formulations good rotational products?

A: Natular formulations are the new standard in larvicide control and are excellent as rotational products because they contain a new active ingredient with a distinctly different mode of action. Natular products are a key component in rotational programs for larvicide control. Rotation will help preserve the continued use of existing products.

Q: Is Natular's active ingredient toxic to mammals?

A: Mammals rapidly metabolize spinosad and any by-products are excreted. So spinosad has a very favorable mammalian toxicity profile:

- Low acute tox for both technical and end-use formulations
- No reproductive effects, not a teratogen
- Negative in genotoxicity tests
- Not a carcinogen
- No endocrine effects

Clarke

GLOBAL HEADQUARTERS

675 Sidwell Court, St. Charles, IL 60175

Phone: 1.800.323.5727 1.630.894.2000 Fax: 1.630.443.3070

www.clarke.com

Clarke is a global environmental products and services company. Each year, Clarke helps make communities around the world more livable, safe and comfortable by pioneering, developing and delivering environmentally responsible disease prevention and habitat management solutions. In 2008, Clarke founded The Clarke Cares Foundation, a non-profit created to provide disease prevention support for communities with critical needs.

This brochure was printed with the following eco-friendly criteria: uses recycled content paper; uses soy-based inks to avoid petroleum-based inks and to reduce the amount of pigment required; plus recycle all waste from the trimming process.

Join us in reducing paper usage by sharing this brochure with someone else.

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BR0034

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Frank Palumbo	Public Works	March 19, 2024

DESCRIPTION:
Consideration of a Resolution Authorizing the Execution of a Purchase Order with Core & Main for Replacement Water Meter Register Heads in the not to Exceed Amount of $224,775.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	***Financially Sound Village***		***Enrich the lives of Residents***
X	***Quality Customer Oriented Services***		***Major Business/Corporate Center***
	Safe and Beautiful Village		***Vibrant Major Corridors***

COMMITTEE ACTION:	DATE:
Committee of the Whole	March 19, 2024

BACKGROUND:
The Village installed new water meters throughout the community in 2014. Included in this project were residential meters (iPerls) that came with a 20-year warranty, and larger commercial and industrial Sensus Omni meters that came with a ten (10) year warranty. As these warranty dates near, the batteries within the register head on the Omni meters are failing causing automatic reads to be missed. Staff tested meters and parts to make sure they were still operating within the allowable and anticipated tolerances. All meters tested came back within the recommended limits, therefore only the register head need to be replaced.

KEY ISSUES:
Core & Main is the local distributor of Sensus meters and therefore is the sole source provider for the replacement parts. Staff has identified 555 meters that require register head change outs. The cost of each register head is $405. Therefore, the total cost of this replacement project is $224,775.

Customer Service appointments will be made, and register heads replaced in a timely manner.

ALTERNATIVES:
Discretion of the Committee of the Whole

RECOMMENDATION:
Staff recommends approval of the Resolution Authorizing the Execution of a Purchase Order with Core & Main for Replacement Water Meter Register Heads in the not to Exceed Amount of $224,775.

BUDGET IMPACT:
Staff included the replacement of the meters in the CY2024 Utility Capital Budget in the amount of $250,000. Account Number 51080860 594000 - 24202

ACTION REQUIRED:
Approval of a Resolution Authorizing the Execution of a Purchase Order with Core & Main for Replacement Water Meter Register Heads in the not to Exceed Amount of $224,775.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	3/12/2024	Resolution Letter
Proposal	3/14/2024	Backup Material
Pricing List	3/12/2024	Backup Material

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A PURCHASE ORDER TO CORE & MAIN FOR REPLACEMENT WATER METER REGISTER HEADS IN THE NOT TO EXCEED AMOUNT OF $224,775.

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq*.; and

WHEREAS, the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, the Village purchased Automatic Meter Read Meters in March of 2013 (Resolution R-24-2013) and has used these meters since their installation in 2014, and

WHEREAS, the Public Works and Utility Billing staff has identified that 555 of the meters have reached the end of their battery warranty-life, and

WHEREAS, Core and Main is the regional distributor and sole source provider of our Sensus Meter System and supplies parts for meters currently in our system, and

WHEREAS, the cost of each meter register head is $405, and

WHEREAS, Core and Main provided a proposal for the meter register replacements in the not to exceed amount of $224,775.00, and

WHEREAS, Public Works staff will install new water meter register heads via scheduled customer service appointments.

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

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing the Execution of a Purchase Order for Replacement Water Meter Register Heads in the not to Exceed Amount of $224,775.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 26, 2024.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Bid Proposal for Copy of 1-1/2 AND 2 " REGISTER

CUSTOMER

VILLAGE OF BENSENVILLE
717 E JEFFERSON ST
VINCE SMITH 224-580-3704
BENSENVILLE, IL 60106
Contact: JASON
(T) (815)307-4432

Job
Copy of 1-1/2 AND 2 " REGISTER
BENSENVILLE, IL
Bid Date: 03/13/2024
Bid #: 3422736

CONTACT

Sales Representative
Joseph Szerszen
(M) 630-461-5399
(T) 630-665-1800
(F) 630-665-1887
Joe.Szerszen@coreandmain.com

Core & Main
3415 E. Ohio Avenue
St. Charles, IL 60174
(T) 6306651800

NOTES

Bid Proposal for Copy of 1-1/2 AND 2 " REGISTER

VILLAGE OF BENSENVILLE
Job Location: BENSENVILLE, IL
Bid Date: 03/13/2024
Core & Main 3422736

Core & Main
3415 E. Ohio Avenue
St. Charles, IL 60174
Phone: 6306651800
Fax: 6306651887

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
10	139	44C1XKXXBG1AXXXSD	OMNI+ 1-1/2 C2 REG RETROFIT KIT 1G 8WHL SM 20' TRPL 3W &	EA	405.00	56,295.00
			20' PULSE CABLE C1XKXXBG1AXXXSD			
20	142	44C2XKXXBG1AXXXSD	OMNI+ 2 C2 REG RETROFIT KIT 1G 8WHL SM 20' TRPL 3W & 20'	EA	405.00	57,510.00
			PULSE CABLE C2XKXXBG1AXXXSD			
30	137	44C3XKXXBG1AXXXSD	OMNI+ 3 C2 REG RETROFIT KIT 1G 8WHL SM 20' TRPL 3W & 20'	EA	405.00	55,485.00
			PULSE CABLE C3XKXXBG1AXXXSD			
40	137	44C4XKXXBG2RXXXSD	OMNI+ 4 C2 REG RETROFIT KIT 10G 8WHL SM 20' TRPL 3W & 20'	EA	405.00	55,485.00
			PULSE CABLE C4XKXXBG2RXXXSD			
60			**REGISTERS 35+ WEEKS**			
70			**CHAMBERS 23+ WEEKS**			
90			**THANK YOU FOR THE OPPORTUNITY**			
100			**TO QUOTE YOUR PROJECT.**			
110						
120			**SINCERELY,**			
130						
140			**JOE SZERSZEN**			
					Sub Total	**224,775.00**
					Tax	0.00
					Total	**224,775.00**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/

1/1/2024

220 S. Westgate Drive
Carol Stream, IL 60188
Phone: 630-665-1800
Fax: 630-665-1887

Bensenville

2024 Quotation for OMNI Registers & Measuring Chamber Assemblies

OMNI+ Register Only

1 1/2" - 10" C2	$405.00 ea.
1 1/2" - 10" T2	$405.00 ea.

1 1/2" - 10" Chamber Assemblies

1 1/2" R2	$425.00 ea.
2" R2	$445.00 ea.
1 1/2" C2	$965.00 ea.
2" C2	$990.00 ea.
3" C2	$1,415.00 ea.
4" C2	$1,440.00 ea.
6" C2	$2,750.00 ea.
8" C2	$2,935.00 ea.
10" C2	$3,155.00 ea.
1 1/2" T2	$660.00 ea.
2" T2	$680.00 ea.
3" T2	$980.00 ea.
4" T2	$1,000.00 ea.
6" T2	$1,860.00 ea.
8" T2	$2,405.00 ea.
10" T2	$2,590.00 ea.

Prices are good until December 31, 2024. Delivery can be made from stock to within twenty four (24) weeks from receipt of your purchase order. Our terms of payment are net thirty (30) days.

Sincerely,

Gabe Ortega
331-399-1025
Territory Manager

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Amanda Segreti & Sonia Bueno	Public Works	March 19, 2024

DESCRIPTION:
Consideration of a Resolution Establishing Guidelines and Procedures for 2024 Senior/Disabled Grass Cutting Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

	Financially Sound Village	X	***Enrich the lives of Residents***
X	***Quality Customer Oriented Services***		***Major Business/Corporate Center***
X	***Safe and Beautiful Village***		***Vibrant Major Corridors***

COMMITTEE ACTION:	DATE:
Committee of the Whole	March 19, 2024

BACKGROUND:
In 2018, President DeSimone and the Village Board established Senior/Disabled Grass Cutting Program meant to benefit Bensenville seniors and/or disabled residents. Public Works was tasked to implement the program. Minor adjustments and changes have been implemented since 2018. Because of the positive feedback, the Village will continue with the program in 2024 with minor changes from last year to the guidelines.

KEY ISSUES:
The program guidelines have been simplified over the years to ensure easier operational and administrative functions. After feedback from the residents and discussions with contractors, staff has determined that the services provided will remain the same and include:

- Spring Cleanup
- Weekly Cutting of Grass
- Edging of Hardscape
- Fall Cleanup

The only change in the program this year will be a modest price increase to the resident from $12.50 per cut to $15.00 per cut.

The Village subsidizes this program by paying the contractor 50% of the cost of each cut. The total cost of each cut is $30 per visit, per parcel (PIN). The resident will pay $15, and the Village will subsidize $15. This includes an increase from previous years in order to keep up with cost of services and to help retain contractors. The price increase reflects recent ongoing CPI increases.

A full list of eligibility requirements is attached to this Resolution. Accounts will be mapped, divided geographically and assigned to four (4) different contractors who agreed to perform the work.

ALTERNATIVES:
Discretion of the Committee of the Whole

RECOMMENDATION:
Staff recommends an approval of the Resolution on Establishing Guidelines and Procedures for 2024 Senior/Disabled Grass Cutting Program.

BUDGET IMPACT:

The program is subsidized by the Village as a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of services performed for the season.

ACTION REQUIRED:

Approval of a Resolution Establishing Guidelines and Procedures for 2024 Senior/Disabled Grass Cutting Program.

ATTACHMENTS:

Description	Upload Date	Type
RES - 2024 Senior Grass Cutting Program - Adoption	3/11/2024	Resolution Letter
Exhibit A - 2024 Grass Cutting Program - Criteria & Requirements	3/11/2024	Backup Material

RESOLUTION NO.

ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2024 SENIOR / DISABLED GRASS CUTTING PROGRAM

WHEREAS the VILLAGE OF BENSENVILLE (hereinafter "Village") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *es seq*, and

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village President and Board of Trustees of the Village of Bensenville (the "*Corporate Authorities"* have determined that a significant public interest is served by establishing a program to provide grass cutting services to residents that are elderly or disabled and have no one else within their household to perform such task (the *"Program"*), and

WHEREAS the Village will continue to implement the Program into 2024 with already established guidelines, and

WHEREAS it is the desire of the Corporate Authorities to implement the Program and promulgate general guidelines and establish certain procedures for the fair and effective implementation of the Program, a copy of which is attached hereto and made a part hereof, as Exhibit A.

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

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Corporate Authorities hereby authorize the Program and approve the criteria enumerated in Exhibit A to create and implement the Program, with such necessary changes as authorized by the Village President, Village Manager, or Director of Public Works to effectively operate the Program.

SECTION THREE: The Director of Public Works is hereby further authorized to obtain proposals and prepare such necessary agreements to contract for grass cutting, in accordance with the Program criteria herein contemplated, and present same to the Board of Trustees for final approval.

SECTION FOUR: The officers and employees of the Village are hereby authorized and directed to take any and all such actions as is required to enact the Program and carry out its intent and purpose.

SECTION FIVE: If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

SECTION SIX: All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION SEVEN: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 26, 2024.

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

BENSENVILLE
GATEWAY TO OPPORTUNITY

VILLAGE OF BENSENVILLE
2024 GRASS CUTTING PROGRAM CRITERIA AND REQUIREMENTS

QUALIFICATIONS:

1. Resident(s) must be 65 years or older or disabled/handicapped, reside in their home, and there is no one else in the household that can cut the grass.

2. Each household resident must provide documentation of ownership and senior status (via a copy of latest property tax bill) and/or demonstrate disability status (via Secretary of State License Disability Placard or registration of disability with the Illinois Department of Aging).

3. Each household (regardless of age, disability, handicap, or medical condition of any individual resident in the same household) must demonstrate a combined income of $65,000.00 or less to participate in the Program. Qualifying households may be asked to provide proof of income documentation, as determined acceptable by the Village.

TERMS:

An application must be completed and signed on an annual basis, to enroll in the program. The application is to be mailed or delivered to the Department of Public Works, 717 E. Jefferson Street, Bensenville, IL 60106, and Attention: Director of Public Works.

1. The Department will review the application and accompanying documentation and determine if the applicant qualifies for the program.

2. The following service will be provided to an applicant upon completion of the application and approval by the Department:

   - The lawn will be cut as needed, as determined by the Village, weather permitting, but in no event will the lawn be cut more than once per week. Cutting will begin no earlier than April 15, 2024, and will continue through the last week of October. The intent of the program is to cut the grass weekly. The Village, at its own discretion, may choose to change the frequency of the cutting due to weather. The contractor will utilize grass clipping collecting mowers and remove grass clippings/debris from the site.

   - Hardscapes (sidewalk, driveway, patios, etc.) will be edged (weed whipping) and power blew of excess grass clippings.

   - A Spring Cleanup will be performed during the first week of service and will include general cleaning of the yard and bagging/disposal of all accumulated materials.

   - A Fall Cleanup will be performed at the end of the season (at a time determined by the Village) and will include general cleaning of the yard and bagging/disposal of all accumulated materials. Fall cleaning will be billed as an additional service at the standard rate **($15.00)**

- A monthly bill will be sent to you from the Village's Finance Department. The charge is $15.00 per cut (per PIN). In the event payment is not received within thirty (30) days of the date of the invoice, a late fee/penalty will be charged in the amount of 10% of the past due amount. If payment is not received within 60 days of initial invoice, the applicant will be immediately removed from the program and the Village will place a lien on the property for the past due invoice plus any applicable fees/penalties. The applicant will also be disallowed from future senior programs.

3. The applicant agrees to the following:

   - The lawn <u>must</u> be free of all pet waste. The Village and/or their contractor reserves the right to not perform grass cutting services due to pet waste on the lawn. If the service is not performed in two consecutive weeks due to pet waste, the applicant will be terminated from the program.

   - The basic program does **not** include:

     a. Fertilizing the grass.
     b. Trimming the bushes, trees, or other plants.
     c. Watering the grass, plants, bushes, trees, etc.

4. The applicant may withdraw from the program by providing the Department with written notice. Such notice shall include a specific withdrawal date which shall not be less than seven (7) days from the date the notice is received by the Village. The applicant shall pay the Village for any services rendered prior to the withdrawal date.

5. The Village may terminate, suspend, or close the enrollment period for the program, at any time.

6. The Village may limit the number of participants in the program. In such case, space in the program will be filled on a first come, first serve basis. Completed applications must be received by the Public Works Department.

7. If there are any issues with service for a particular event, the Village requires the resident(s) to call the Village promptly after each grass cutting. This will alleviate any discrepancies between resident and contractor for billing purposes.

8. The applicant hereby agrees to hold the Village, its officers, officials, employees, contractors, and agents harmless for any damage or loss to the property, which arises directly or indirectly from the Village's grass cutting program.

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Amanda Segreti & Sonia Bueno	Public Works	March 19, 2024

DESCRIPTION:
Consideration of a Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Ground Corp. for the 2024 Senior/Disabled Grass Cutting Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	***Financially Sound Village***	X	***Enrich the lives of Residents***
X	***Quality Customer Oriented Services***		***Major Business/Corporate Center***
X	***Safe and Beautiful Village***		***Vibrant Major Corridors***

COMMITTEE ACTION:	DATE:
Committee of the Whole	March 19, 2024

BACKGROUND:
The Village of Bensenville established a Senior/Disabled Grass Cutting Program in 2018 and will continue the 2024 Program with minor changes.

KEY ISSUES:
The program has been a great success and received a lot of positive feedback. L.A.R. Lawn & Ground Corp. is one of the Contractors who will perform the service. The contract includes the terms and expectations set forth by the Program.

ALTERNATIVES:
Discretion of the Committee of the Whole

RECOMMENDATION:
Staff Recommends Approval of the Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Ground Corp. for the 2024 Senior/Disabled Grass Cutting Program.

BUDGET IMPACT:
The program is subsidized by the Village as a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of services performed for the season.

ACTION REQUIRED:
Approval of a Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Ground Corp. for the 2024 Senior/Disabled Grass Cutting Program.

ATTACHMENTS:

Description	Upload Date	Type
RES - 2024 Senior Grass Cutting Program Contract - L.A.R Landscaping & Grounds Corp	3/11/2024	Resolution Letter
L.A.R. Landscaping & Grounds Corp Signed Contract	3/11/2024	Backup Material

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A CONTRACT WITH L.A.R. LAWN & GROUND CORP. FOR THE 2024 SENIOR / DISABLED GRASS CUTTING PROGRAM

WHEREAS the VILLAGE OF BENSENVILLE (hereinafter "Village") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *es seq*, and

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village of Bensenville established a Senior / Disabled Grass Cutting Program in 2018, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the grass cutting services, and

WHEREAS L.A.R. Lawn & Ground Corp. has submitted a contract to provide the necessary services for the Village of Bensenville Senior / Disabled Grass Cutting Program.

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

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with L.A.R. Lawn & Ground Corp. for grass cutting services as part of the 2024 Senior / Disabled Grass Cutting Program.

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 26, 2024

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and L.A.R. Landscaping & Grounds Corp., located 221 N. Addison Road, Wood Dale, IL 60191 (the *"Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

W I T N E S S E T H

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and an existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing grass cutting services; and

C. The Village requires grass cutting services as part of its 2024 Grass Cutting Program for Senior and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting services for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. <u>SCOPE OF SERVICES</u>

A. The Contractor shall provide and perform grass cutting services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended by the Village with a five (5) day notice from the Village.

B. The "Services" shall include:

1. Spring cleanup (This will include a standard spring cleanup of leaves, twigs, branches, debris, etc. that has accumulated on the property over the winter months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done during the first visit of the spring and included in the weekly cost.)

2. Cutting of grass (This will include standard lawn mowing of the property, regardless of size. The contractor shall utilize grass clipping collecting mowers and haul off all debris. This service is included in the weekly cost.)

3. Edging of hardscape (This will include edging/weed whipping along any hardscape including but not limited to sidewalk, driveway, patio, etc. This does not include edging of landscaping beds, tree mulch rings, or other soft scape features. This service is included in the weekly cost.)

4. Fall cleanup (This service will include a standard fall cleanup of leaves, twigs, branches, etc. that have accumulated on the property over the summer/fall months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done after grass cutting is complete and scheduled with the Public Works Department. It is anticipated that this work will be completed during the first two weeks of November. Fall cleanup will be billed as an additional service at the standard rate.)

C. The Services shall be provided on a weekly basis starting the week of April 15th, 2024 and continue through November 10, 2024. The Village may, at its direction, extend the length between services or modify the end date, as necessary.

D. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. <u>FEES FOR SERVICE</u>

The Village shall pay to the Contractor as full compensation for Services the amount of Thirty and no/100 Dollars ($30.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Options provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service Option.

The Village shall have fifteen (15) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in

writing to the Contractor and made within fifteen (15) days from receipt of the invoice. The Contractor shall have fifteen (15) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Village is subject to the Prompt Payment Act. All payments shall be made within thirty (30) days from receipt of invoice, barring any aforementioned discrepancies.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars ($1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time, to maintain said insurance coverage or to maintain such under insurance coverage, shall not relieve the Contractor of any and all indemnifications, representations, warranties, and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives, and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives, and employees shall cooperate

in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq*., or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. The venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of DuPage County, Illinois, and the Parties expressly agrees to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of the said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warrant. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees, and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD-PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by the United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Bensenville
Department of Public Works
717 E. Jefferson Street
Bensenville, Illinois 60106
Attn: Joe Caracci

If to Contractor: L.A.R. Landscaping & Grounds Corp.
221 N. Addison Road
Wood Dale, IL. 60191
Attn: Luis Reyes

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of

1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 et seq., with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers, and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. The contractor, its employees, and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of November 2024.

(*Intentionally Left Blank*)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

EXECUTED this _____ day of _____, 2024.

Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation.

By: _____
Village President

Attest:

_____
Village Clerk

EXECUTED this _____ day of _____ 2024.

Contractor,

By: L.A.R Lawn & Grounds

Its: Owner

By: David Buenor

Its: _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Amanda Segreti & Sonia Bueno	Public Works	March 19, 2024

DESCRIPTION:
Consideration of a Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the 2024 Senior/Disabled Grass Cutting Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	***Financially Sound Village***	X	***Enrich the lives of Residents***
X	***Quality Customer Oriented Services***		***Major Business/Corporate Center***
X	***Safe and Beautiful Village***		***Vibrant Major Corridors***

COMMITTEE ACTION:	DATE:
COW	March 19, 2024

BACKGROUND:
The Village of Bensenville established a Senior/Disabled Grass Cutting Program in 2018 and will continue the 2024 Program with minor changes.

KEY ISSUES:
The program has been a great success and received a lot of positive feedback. Panoramic Landscaping is one of the contractors who will perform the service. The contract includes the terms and expectations set forth by the Program.

ALTERNATIVES:
Discretion of the Committee of the Whole.

RECOMMENDATION:
Staff Recommends Approval of the Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the 2024 Senior/Disabled Grass Cutting Program.

BUDGET IMPACT:
The program is subsidized by the Village as a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of services performed for the season.

ACTION REQUIRED:
Approval of a Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the 2024 Senior/Disabled Grass Cutting Program.

ATTACHMENTS:

Description	Upload Date	Type
RES - 2024 Senior - Disabled Grass Cutting Program - Contract - Panoramic Landscaping	3/11/2024	Resolution Letter
2024 Senior Grass Cutting Program - Signed Contract - Panoramic Landscaping	3/11/2024	Backup Material

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A CONTRACT WITH PANORAMIC LANDSCAPING FOR THE 2024 SENIOR / DISABLED GRASS CUTTING PROGRAM

WHEREAS the VILLAGE OF BENSENVILLE (hereinafter "Village") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *es seq*, and

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village of Bensenville established a Senior / Disabled Grass Cutting Program in 2018, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the grass cutting services, and

WHEREAS Panoramic Landscaping has submitted a contract to provide the necessary services for the Village of Bensenville Senior / Disabled Grass Cutting Program.

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

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with Panoramic Landscaping for grass cutting services as part of the 2024 Senior / Disabled Grass Cutting Program.

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 26, 2024

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and Panoramic Landscaping, located 465 Prater Avenue, North Lake, IL 60164 (the *"Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

W I T N E S S E T H

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and an existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing grass cutting services; and

C. The Village requires grass cutting services as part of its 2024 Grass Cutting Program for Senior and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting services for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. <u>SCOPE OF SERVICES</u>

A. The Contractor shall provide and perform grass cutting services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended by the Village with a five (5) day notice from the Village.

B. The "Services" shall include:

1. Spring cleanup (This will include a standard spring cleanup of leaves, twigs, branches, debris, etc. that has accumulated on the property over the winter months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done during the first visit of the spring and included in the weekly cost.)

2. Cutting of grass (This will include standard lawn mowing of the property, regardless of size. The contractor shall utilize grass clipping collecting mowers and haul off all debris. This service is included in the weekly cost.)

3. Edging of hardscape (This will include edging/weed whipping along any hardscape including but not limited to sidewalk, driveway, patio, etc. This does not include edging of landscaping beds, tree mulch rings, or other soft scape features. This service is included in the weekly cost.)

4. Fall cleanup (This service will include a standard fall cleanup of leaves, twigs, branches, etc. that have accumulated on the property over the summer/fall months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done after grass cutting is complete and scheduled with the Public Works Department. It is anticipated that this work will be completed during the first two weeks of November. Fall cleanup will be billed as an additional service at the standard rate.)

C. The Services shall be provided on a weekly basis starting the week of April 15, 2024 and continuing through November 10, 2024. The Village may, at its direction, extend the length between services or modify the end date, as necessary.

D. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. <u>FEES FOR SERVICE</u>

The Village shall pay to the Contractor as full compensation for Services the amount of Thirty and no/100 Dollars ($30.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Options provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service Option.

The Village shall have fifteen (15) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in

writing to the Contractor and made within fifteen (15) days from receipt of the invoice. The Contractor shall have fifteen (15) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Village is subject to the Prompt Payment Act. All payments shall be made within thirty (30) days from receipt of invoice, barring any aforementioned discrepancies.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION.

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars ($1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time, to maintain said insurance coverage or to maintain such under-insurance coverage, shall not relieve the Contractor of all indemnifications, representations, warranties, and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives, and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives, and employees shall cooperate

in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq*., or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. The venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of DuPage County, Illinois, and the Parties expressly agrees to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of the said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warrant. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees, and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD-PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by the United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Bensenville
Department of Public Works
717 E. Jefferson Street
Bensenville, Illinois 60106
Attn: Joe Caracci

If to Contractor: Panoramic Landscaping
465 Prater Avenue
North Lake, IL. 60164
Attn: Luisa Gomez

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of

1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 et seq., with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers, and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. The contractor, its employees, and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of November 2024.

(*Intentionally Left Blank*)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

EXECUTED this _____ day of _____, 2024.

Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation.

By: _____
Village President

Attest:

_____
Village Clerk

EXECUTED this 28 day of FEB 2024.

Contractor,

By: X PANORAMIC LANDSCAPING LLC

Its: X JUAN A GOMEZ

By: X _____

Its: X _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Amanda Segreti & Sonia Bueno	Public Works	March 19, 2024

DESCRIPTION:
Consideration of a Resolution Authorizing the Execution of a Contract with Tomas Herrera Landscaping for the 2024 Senior/Disabled Grass Cutting Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	***Financially Sound Village***	X	***Enrich the lives of Residents***
X	***Quality Customer Oriented Services***		***Major Business/Corporate Center***
X	***Safe and Beautiful Village***		***Vibrant Major Corridors***

COMMITTEE ACTION:	DATE:
Committee of the Whole	March 19, 2024

BACKGROUND:
The Village of Bensenville established a Senior/Disabled Grass Cutting Program in 2018 and will continue the 2024 Program with minor changes.

KEY ISSUES:
The program has been a great success and received a lot of positive feedback. Tomas Herrera Landscaping is one of the contractors who will perform the service. The contract includes the terms and expectations set forth by the Program.

ALTERNATIVES:
Discretion of the Committee of the Whole.

RECOMMENDATION:
Staff Recommends Approval of the Resolution Authorizing the Execution of a Contract with Tomas Herrera Landscaping for the 2024 Senior/Disabled Grass Cutting Program.

BUDGET IMPACT:
The program is subsidized by the Village as a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of services performed for the season.

ACTION REQUIRED:
Approve a Resolution Authorizing the Execution of a Contract with Tomas Herrera Landscaping for the 2024 Senior/Disabled Grass Cutting Program.

ATTACHMENTS:

Description	Upload Date	Type
RES - 2024 Senior - Disabled Grass Cutting Program - Contract - Tomas Herrera Landscaping	3/11/2024	Resolution Letter Resolution

2024 Senior Grass Cutting Program - Signed Contract - Tomas Herrera Landscaping 3/11/2024 Letter

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A CONTRACT WITH TOMAS HERRERA LANDSCAPING FOR THE 2024 SENIOR / DISABLED GRASS CUTTING PROGRAM

WHEREAS the VILLAGE OF BENSENVILLE (hereinafter "Village") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *es seq*, and

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village of Bensenville established a Senior / Disabled Grass Cutting Program in 2018, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the grass cutting services, and

WHEREAS Tomas Herrera Landscaping has submitted a contract to provide the necessary services for the Village of Bensenville Senior / Disabled Grass Cutting Program.

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

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with Tomas Herrera Landscaping for grass cutting services as part of the 2024 Senior / Disabled Grass Cutting Program.

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 26, 2024

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and Tomas Herrera Landscaping, located 348 Belle Drive, Northlake IL 60164 (the *"Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

W I T N E S S E T H

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and an existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing grass cutting services; and

C. The Village requires grass cutting services as part of its 2024 Grass Cutting Program for Senior and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting services for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. <u>SCOPE OF SERVICES</u>

A. The Contractor shall provide and perform grass cutting services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended by the Village with a five (5) day notice from the Village.

B. The "Services" shall include:

1. Spring cleanup (This will include a standard spring cleanup of leaves, twigs, branches, debris, etc. that has accumulated on the property over the winter months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done during the first visit of the spring and included in the weekly cost.)

2. Cutting of grass (This will include standard lawn mowing of the property, regardless of size. The contractor shall utilize grass clipping collecting mowers and haul off all debris. This service is included in the weekly cost.)

3. Edging of hardscape (This will include edging/weed whipping along any hardscape including but not limited to sidewalk, driveway, patio, etc. This does not include edging of landscaping beds, tree mulch rings, or other soft scape features. This service is included in the weekly cost.)

4. Fall cleanup (This service will include a standard fall cleanup of leaves, twigs, branches, etc. that have accumulated on the property over the summer/fall months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done after grass cutting is complete and scheduled with the Public Works Department. It is anticipated that this work will be completed during the first two weeks of November. Fall cleanup will be billed as an additional service at the standard rate.)

C. The Services shall be provided on a weekly basis starting the week of April 15, 2024 and continuing through November 10, 2024. The Village may, at its direction, extend the length between services or modify the end date, as necessary.

D. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. <u>FEES FOR SERVICE</u>

The Village shall pay to the Contractor as full compensation for Services the amount of Thirty and no/100 Dollars ($30.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Options provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service Option.

The Village shall have fifteen (15) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in

writing to the Contractor and made within fifteen (15) days from receipt of the invoice. The Contractor shall have fifteen (15) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Village is subject to the Prompt Payment Act. All payments shall be made within thirty (30) days from receipt of invoice, barring any aforementioned discrepancies.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION.

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars ($1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time, to maintain said insurance coverage or to maintain such under-insurance coverage, shall not relieve the Contractor of any and all indemnifications, representations, warranties, and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives, and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives, and employees shall cooperate

in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq*., or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. The venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of DuPage County, Illinois, and the Parties expressly agrees to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

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The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

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F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warrant. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees, and witness' fees shall be paid by the Village.

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If to Village: Village of Bensenville
Department of Public Works
717 E. Jefferson Street
Bensenville, Illinois 60106
Attn: Joe Caracci

If to Contractor: Tomas Herrera Landscaping
348 Belle Drive
Northlake, IL 60164
Attn: Tomas Herrera

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of

1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

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P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of November 2024.

(*Intentionally Left Blank*)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

EXECUTED this _____ day of _____, 2024.

Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation.

By: _____
Village President

Attest:

_____
Village Clerk

EXECUTED this 28 day of February 2024.

Contractor,

By: x Tomas Herrera Landscaping

Its: x President

By: x [illegible]

Its: x _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Amanda Segreti & Sonia Bueno	Public Works	March 19, 2024

DESCRIPTION:
Consideration of a Resolution Authorizing the Execution of a Contract with KSK Landscaping & Handyman Corp. for the 2024 Senior/Disabled Grass Cutting Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	***Financially Sound Village***	X	***Enrich the lives of Residents***
X	***Quality Customer Oriented Services***		***Major Business/Corporate Center***
X	***Safe and Beautiful Village***		***Vibrant Major Corridors***

COMMITTEE ACTION:	DATE:
Committee of the Whole	March 19, 2024

BACKGROUND:
The Village of Bensenville established a Senior/Disabled Grass Cutting Program in 2018 and will continue the 2024 Program with minor changes.

KEY ISSUES:
The program has been a great success and received a lot of positive feedback. KSK Landscape & Handyman Corp. is one of the contractors who will perform the service. The contract includes the terms and expectations set forth by the Program.

ALTERNATIVES:
Discretion of the Committee of the Whole.

RECOMMENDATION:
Staff Recommends Approval of the Resolution Authorizing the Execution of a Contract with KSK Landscaping & Handyman Corp. for the 2024 Senior/Disabled Grass Cutting Program.

BUDGET IMPACT:
The program is subsidized by the Village as a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of services performed for the season.

ACTION REQUIRED:
Approval of a Resolution Authorizing the Execution of a Contract with KSK Landscaping & Handyman Corp. for the 2024 Senior/Disabled Grass Cutting Program.

ATTACHMENTS:

Description	Upload Date	Type
RES - 2024 Senior - Disabled Grass Cutting Program - Contract - KSK Landscaping & Handyman Corp	3/11/2024	Resolution Letter Backup

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A CONTRACT WITH KSK LANDSCAPING & HANDYMAN CORP. FOR THE 2024 SENIOR / DISABLED GRASS CUTTING PROGRAM

WHEREAS the VILLAGE OF BENSENVILLE (hereinafter "Village") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *es seq*, and

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village of Bensenville established a Senior / Disabled Grass Cutting Program in 2018, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the grass cutting services, and

WHEREAS KSK Landscaping & Handyman Corp. has submitted a contract to provide the necessary services for the Village of Bensenville Senior / Disabled Grass Cutting Program.

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

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with KSK Landscaping & Handyman Corp. for grass cutting services as part of the 2024 Senior / Disabled Grass Cutting Program.

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 26, 2024

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and KSK Landscaping & Handyman Corp., 738 Plentywood Lane, IL. 60106 (the *"Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

W I T N E S S E T H

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and an existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing grass cutting services; and

C. The Village requires grass cutting services as part of its 2024 Grass Cutting Program for Senior and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting services for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. <u>SCOPE OF SERVICES</u>

A. The Contractor shall provide and perform grass cutting services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program to which the Contractor shall provide Services may be amended by the Village with a five (5) day notice from the Village.

B. The "Services" shall include:

1. Spring cleanup (This will include a standard spring cleanup of leaves, twigs, branches, debris, etc. that has accumulated on the property over the winter months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done during the first visit of the spring and included in the weekly cost.)

2. Cutting of grass (This will include standard lawn mowing of the property, regardless of size. The contractor shall utilize grass clipping collecting mowers and haul off all debris. This service is included in the weekly cost.)

3. Edging of hardscape (This will include edging/weed whipping along any hardscape including but not limited to sidewalk, driveway, patio, etc. This does not include edging of landscaping beds, tree mulch rings, or other soft scape features. This service is included in the weekly cost.)

4. Fall cleanup (This service will include a standard fall cleanup of leaves, twigs, branches, etc. that have accumulated on the property over the summer/fall months. The contractor will be responsible for blowing debris away from the house, out of landscaping beds, and removing it from the property. This will be done after the grass cutting is complete and scheduled with the Public Works Department. It is anticipated that this work will be completed during the first two weeks of November. Fall cleanup will be billed as an additional service at the standard rate.)

C. The Services shall be provided on a weekly basis starting the week of April 15, 2024 and continue through November 10th, 2024. The Village may, in its direction, extend the length between services or modify the end date, as necessary.

D. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. <u>FEES FOR SERVICE</u>

The Village shall pay to the Contractor as full compensation for Services the amount of Thirty and no/100 Dollars ($30.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Options provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service Option.

The Village shall have fifteen (15) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in

writing to the Contractor and made within fifteen (15) days from receipt of the invoice. The Contractor shall have fifteen (15) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. If no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Village is subject to the Prompt Payment Act. All payments shall be made within thirty (30) days of receipt of the invoice, barring any aforementioned discrepancies.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars ($1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time, to maintain said insurance coverage or to maintain such under-insurance coverage, shall not relieve the Contractor of any and all indemnifications, representations, warranties, and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives, and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officers, officials, agents, attorneys, representatives, and employees shall cooperate

in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq*., or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. The venue for all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of DuPage County, Illinois, and the Parties expressly agrees to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of the said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warrant. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees, and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board, or any other administrative agency pending, threatened, or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power, and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD-PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver, or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by the United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Bensenville
Department of Public Works
717 E. Jefferson Street
Bensenville, Illinois 60106
Attn: Joe Caracci

If to Contractor: KSK Landscaping & Handyman Corp.
738 Plentywood Lane
Bensenville, IL. 60106
Attn: Rey Ramirez

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a

violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 et seq., with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers, and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. The contractor, its employees, and representatives, shall always comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of November 2024.

(*Intentionally Left Blank*)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

EXECUTED this _____ day of _____, 2024.

Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation.

By: _____
Village President

Attest:

_____
Village Clerk

EXECUTED this _____ day of _____ 2024.

Contractor,

By: x KSK Landscaping & Handyman Corp.

Its: OWNER Rey Ramirez.

By: _____

Its: _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Todd Finner	Recreation	March 19, 2024

DESCRIPTION:

Consideration of a Resolution Authorizing an Ice Arena and Facility Usage License Agreement with MyHockey Tournaments, Inc.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	*Financially Sound Village*		*Enrich the lives of Residents*
X	*Quality Customer Oriented Services*	X	*Major Business/Corporate Center*
	Safe and Beautiful Village	X	*Vibrant Major Corridors*

COMMITTEE ACTION:	DATE:
COW	March 19, 2024

BACKGROUND:

The Village has encouraged MyHockey Tournaments to use the Edge Ice Arenas as one of its Chicago area tournament sites for the next seven hockey seasons, beginning with the 2024-25 season and concluding with the 2030-31 season. MyHockey Tournaments started its business exclusively at the Edge Ice Arenas nearly 25 years ago and has grown into the largest tournament company in the nation. MyHockey offers tournaments in Las Vegas, Tampa, Appleton, Austin, Charleston, Charlotte, Detroit, Fort Collins, Hampton Roads, Holland, Jacksonville, Madison, Minneapolis, Philadelphia, Pittsburgh, Provo, Rochester, Salt Lake City, St. Louis and Washington, D.C.

KEY ISSUES:

The Village has contracted with numerous tournament companies in the past and MyHockey Tournaments remains the gold standard in comparison to the rest of the field. MyHockey Tournaments draws teams to Bensenville from across the nation and Canada. The company is the best tournament company at fulfilling their contracted ice times and paying their invoices within the terms established in their agreement.

Pros associated with offering these tournaments are:

- Large out of town contingency with increased direct and indirect spending that has a greater positive impact on local business.
- Boosts sales with concession stand, bar and proshop tenants.
- The Edge relies on tournaments to fill certain holiday weekends that are not currently contracted and/or would otherwise sit empty.
- Contributes ice sales revenue in non-peak season times.

Cons associated with hosting tournaments include:

- Tournament companies require discounted ice rates when negotiating for tournament locations. The Chicagoland area has among the highest ice rates in the nation.
- Higher traffic resulting in greater wear and tear on the facilities.

ALTERNATIVES:

- Seek a less reputable tournament company.
- Rely on in-house programming options.
- Do not offer hockey tournaments and risk losing our current vendors.
- Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of the Resolution to Approve an Ice Arena and Facility Usage License Agreement

with MyHockey Tournaments, Inc.

BUDGET IMPACT:

Approval of this agreement will result in approximately $1,500,325 over the seven-year term of this license.

ACTION REQUIRED:

Approval the Resolution Authorizing an Ice Arena and Facility Usage License Agreement with MyHockey Tournaments, Inc.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	3/13/2024	Resolution Letter
Agreement	3/13/2024	Exhibit

RESOLUTION NO._____

A RESOLUTION APPROVING AN ICE ARENA AND FACILITY USAGE LICENSE AGREEMENT WITH MYHOCKEY TOURNAMENTS, INC.

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq*.; and

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the "ARENA"); and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license ice time and use of the ARENA for the purposes of attracting special events to Bensenville as well as generating revenue to fund the costs of maintenance, operation and management of the ARENA; and

WHEREAS, MyHockey Tournaments, Inc. has expressed a desire to enter into an Ice Arena and Facility Usage License Agreement for the use of the ARENA in accordance with the terms and conditions as expressed in the subsequent Ice Arena and Facility Usage License Agreement (hereinafter the "AGREEMENT") attached hereto and incorporated by reference herein as Exhibit "A"; and

WHEREAS, the President and Board of Trustees of the Village of Bensenville have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with MyHockey Tournaments, Inc.

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

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Ice Arena and Facility Usage License Agreement attached hereto and incorporated herein by reference as Exhibit "A."

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 26th day of March, 2024.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent:_____

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter "License") is made and entered into as of this 27th day of February, 2024, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and MyHockey Tournaments, Inc., an Illinois Corporation, ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 735 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to MyHockey Tournaments, Inc. (licensee) and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
9. Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. LICENSE

1. Term.

The Term of this License shall commence on June 1, 2024 and shall continue for a period of seven (7) years (the "Term") until May 31, 2031. Upon commencement of the Term of this License, the Parties mutually agree for and in consideration of this License that the Ice Arena and Facility Usage License by and between the Village of Bensenville and MyHockey Tournament, Inc., dated April 28, 2022

(the "2022 License") shall automatically terminate in accordance with Section 12c of the 2022 License.

2. Usage.

a. **Ice Time**. In each Annual Operating Year, which is hereby defined as the time period from September 1st through August 31st of the following year, Licensee shall purchase ice time from Licensor pursuant to the schedule set forth in "Exhibit C to this Agreement. With regards to the Thanksgiving tournament weekend, Licensee shall utilize the Arena proportionate with any other facility obligations in place at the time of this agreement. Licensee shall to the fullest extent possible, agree to put forth its best efforts to promote, market, sell, schedule and operate the tournament as scheduled. However, there shall be no obligation to fill all of the ice listed in "Exhibit C" for the Thanksgiving weekend and in the event demand over the Thanksgiving weekend is low, Licensee shall bear no financial obligation for ice time not utilized. Licensee shall notify Licensor of a request for increased annual ice time prior to June 1st of ech year of this Agreement.

b. **Exchange of Ice Time**. Licensee may exchange the ice time specifically listed in "Exhibit C" for other available of unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion. All exchanges must be approved verbally, or in writing, by the Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.

3. Scope

a. This License authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena and all means of public ingress and egress.

b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.

c. This License applies only during the ice time set forth in "Exhibit C," or otherwise exchanged pursuant to paragraph 2(b), herein.

d. This License applies only to Licensee and its employees, agents, members and invitees (spectators).

e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.

f. The License shall also authorize Licensee to the use of Licensor designated non-exclusive vendor space for the purpose of generating additional revenue. Such vendor locations shall be located in mutally agreed upon locations and shall only be permitted to sell merchandise that is not in direct competition with existing permanent vendors.

4. Payment

a. Licensor shall invoice Licensee on the 15th of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing the first day of the month following the invoice date.

b. The invoiced amount shall be based upon the following hourly rate of $370.00 per hour in the first year of the term. Thereafter, the hourly rate shall increase by three percent (3%) for each subsequent year of the License.

c. A five (5%) percent monthly late fee will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.)(a.), above. A Fifty Dollar ($50.00)-fee above the face amount of a check will be charged for all checks that are not paid, returned, and/or must be resubmitted for collection, regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
d. The Village of Bensenville amusement tax, then in effect, shall be assessed against the full amount of the hourly ice charge. The amusement tax is currently five percent (5%) at the signing of this License.
e. Upon Licensee's failure to pay any sums due hereunder, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. However, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
f. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by Licensor to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.

5. Taxes.

a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed by Licensor on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensor, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licensor shall have the remedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

6. Reservation of Rights.

a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
b. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators, for any reason, at Licensor's sole discretion.
c. Licensor reserves the right, within not less than thirty (30) days prior to scheduled ice time, and upon written, verbal or email notice, to preempt Licensee's use of the Arena. Licensor shall reschedule the preempted ice time at a date and time suitable to Licensee, or, at the sole discretion of the Licensor, issue refunds or credits in lieu of said ice time.

7. Duties of Licensee.

a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B," attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena.

b. Licensee shall provide for qualified and trained adult supervision at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.
d. Licensee shall maintain the Arena in the same condition as received.
e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
h. Licensee shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Ice will not be resurfaced until ice surface has been vacated. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, participants, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open.
i. Licensee shall notify Licensor of any material breach of this License. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
j. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to licensor within a reasonable time after they have been executed.
k. Licensee shall indicate on "Exhibit D" which additional facilities they would like to rent. In the event that Licensee would like to rent vendor space, please indicate the name of the vendor and product(s) the vendor will be selling.
l. In the event that Licensee is renting vendor space then Licensee shall be required to indicate the desired location of each vendor space on the facility drawings located on "Exhibit E". Vendors not listed on "Exhibit D" and located on the drawings on "Exhibit E" will not be permitted access to the facility.
m. Licensee shall notify its customers/members that food and beverage consumption at the Edge shall be limited to the purchase of such food and beverage as is available from the food/beverage company which provides concessions and catering under contract with the Licensor. Activities will be suspended until Licensee and its customers/members remove any and all outside food and beverage from the Arena.

8. Duties of Licensor.

a. Licensor shall provide the ice rink, changing rooms, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C" and the other facilities set forth in "Exhibit D."
b. Licensor shall provide one (1) ice resurfacing prior to the ice times specified in "Exhibit C." Requests for additional resurfacing will be honored based upon the availability of staff and equipment.

c. Licensor shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, two locker rooms per ice slot, heating, and cleaning of locker rooms.
d. Licensor shall notify Licensee of any material breach of this License. Licensee shall grant Licensor thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensor to remedy any such breach shall result in termination of this License at Licensee's option.

9. Assumption of Risk.

Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, to losses and the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

10. Insurance.

a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
    i. Personal injury/death: one million dollars per occurrence; and
    ii. Property damage liability: five hundred thousand dollars per occurrence.
b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

11. Waiver of Claims; Indemnification.

a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

12. Termination.

a. Subject to the conditions set forth in Article (4.), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.
b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License.
d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
e. Termination by the Licensor shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

13. Excuse of Performance.

a. Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

14. Arena.

a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee in is full compliance with this License.

15. Miscellaneous.

a. Assignment. This License may be assigned by Licensee, with Licensor's prior written consent provided that the assignment is to: 1) any member organization of the Amateur Hockey Association of Illinois, which at the time of assignment is in good standing with that association; and, 2) Licensee is current in all amounts owing to Licensor.
b. Amendments. No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.

c. **Entire License**. This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
d. **Severability**. The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
e. **Headings and Captions**. The headings and captions continued in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
f. **Governing law**. Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
g. **Waiver**. No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
h. **Counterparts**. This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

16. Notice.

a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

i. For Licensor:

Village of Bensenville
Attn: Evan Summers, Village Manager
12 S. Center Street
Bensenville, Illinois 60106
esummers@bensenville.il.us

and

Joseph Montana
Montana & Welch, LLC
192 North York Road
Elmhurst, IL 60126
jmontana@montanawelch.com
(630) 501 – 0624 Elmhurst
(630) 607 – 0694 Fax

ii. For Licensee:

MyHockey Tournaments, Inc.
Attn: Jonathan Oppenheimer
3023 North Clark Street #900
Chicago, IL 60657
jbabin@myhockeytournaments.com
(773) 269 – 6547

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

VILLAGE OF BENSENVILLE

By:_____
Evan Summers, Village President

Attest:_____
Cory Williamsen, Deputy Village Clerk

MyHockey Tournaments, Inc.

By: Jonathan Oppenheimer
Jonathan Oppenheimer, President and Managing Parter

Attest:_____

EXHIBIT A

WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY AGREEMENT ("AGREEMENT")

I. **Assumption of Risk.** I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. **Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and MyHockey Tournaments, Inc., an Illinois Corporation** (" hereafter referred to as the "Licensee"). I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.

II. **Release and waiver of claims agreement**. In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, **I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of the Licensee at the Arena**. Further, **I hereby release the VILLAGE OF BENSENVILLE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the Licensee** due to whatever cause whatsoever, including negligence or breach of contract on the part of the **VILLAGE OF BENSENVILLE**.

III. **Binding effect of this Agreement**. In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.

IV. Entire agreement. This Agreement contains all the terms and conditions of my waiver and release of liability.

I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.

_____
Signature of participant

_____
Signature of parent or guardian of participant if participant is under eighteen (18) years of age.

_____
Date

EXHIBIT B

LOCKER ROOM AND ARENA RULES AND REGULATIONS

1. Skates must be kept on the rubber floor only and not on or around the bleachers.
2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
3. Players must be fully clothed when outside of the locker room.
4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
5. No pets allowed in rink.
6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
8. Users do not have access to the office or any office equipment within it.

Edge Ice Arenas Rules

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food or sport drinks allowed in locker rooms – WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- *All* tobacco use is prohibited in the facilities – violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date_____Team and Association_____

Rink (Circle One) John Street Jefferson East Jefferson West Locker Room #_____

Time of day key is checked out_____

Responsible party printed name_____

NOTE EXISTING DAMAGE_____

_____

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature_____

Witness (Edge Staff)_____

After use inspection (circle one) Acceptable Not Acceptable**

**Reason for non-acceptance_____

_____

_____

Employee name that inspected locker room and received key_____

Time of day key returned_____

(Please note price list on reverse side for cost of damages)

Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame. The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	$60.00
Damaged Bench	$200.00
Keys	$5.00
Locks	$80.00
Showerhead	$50.00
Outlet	$30.00
Outlet Cover	$10.00
Light Cover	$100.00
Thermostat	$500.00
Toilet	$500.00
Sink	$400.00
Toilet Partition	$500.00
Shower Partition	$500.00
Emergency Lights	$500.00
Coat Hooks	$250.00
Damaged Ceilings	$1000.00
Damaged Doors	$1000.00
Room Deodorizer	$100.00

EXHIBIT C

ICE TIME/SCHEDULE

A. Regular Ice Slots

In each annual operating year. Licensee shall be responsible for purchasing certain specified ice slots from Licensor. In each Annual Operating Year, Licensee herby agrees to purchase from the ice arena no less than the general hours set forth in the following schedule.

Columbus Day Weekend
Friday: 3:00 – 11:00 pm Jefferson East, West and John St (unless Jr. Team or RU play)
Saturday: 7:00 am – 11:00 pm Jefferson East and West St (unless Jr. Team or RU play)
Saturday: 11:00 am – 11:00 pm John St. (unless Jr. Team or RU play)
Sunday: 7:00 am – 5:00 pm Jefferson East, West & John St. (unless Jr. Team or RU play)

Thanksgiving Weekend
Friday: 7:00 – 11:00 pm Jefferson East, West and John St (unless Jr. Team or RU play)
Saturday: 7:00 am – 11:00 pm Jefferson East, West and John St (unless Jr. Team or RU play)
Sunday: 7:00 am – 5:00 pm Jefferson East, West & John St. (unless Jr. Team or RU play)

Martin Luther King Day Weekend
Saturday: 7:00 am – 11:00 pm Jefferson East and West(unless Jr. Team or RU play)
Saturday: 11:00 am – 11:00 pm John Street (unless Jr. Team or RU play)
Sunday: 7:00 am – 11:00 pm Jefferon East, West & John Street (unless Jr. Team or RU play)
Monday: 7:00 am – 5:00 pm Jefferson East, West & John Street (unless Jr. Team or RU play)

President's Day Weekend
Saturday: 7:00 am – 11:00 pm Jefferson East and West (unless Jr. Team or RU play)
Saturday: 11:00 am – 11:00 pm John Street (unless Jr. Team or RU play)
Sunday: 7:00 am – 11:00 pm Jefferon East, West & John Street (unless Junior or RU play)
Monday: 7:00 am – 5:00 pm Jefferson East, West & John Street (unless Junior or RU play)

Final Weekend of April
Friday: 3:00 – 11:00 pm Jefferson East and West
Saturday: 7:00 am – 11:00 pm Jefferson West
Saturday: 11:00 am – 11:00 pm Jefferson East
Sunday: 7:00 am – 5:00 pm Jefferson East and West

Weekend Prior to Memorial Day Weekend
Friday: 3:00 – 11:00 pm Jefferson East and West
Saturday: 7:00 am – 11:00 pm Jefferson West
Saturday: 11:00 am – 11:00 pm Jefferson East
Sunday: 7:00 am – 5:00 pm Jefferson East and West

Exhibit D

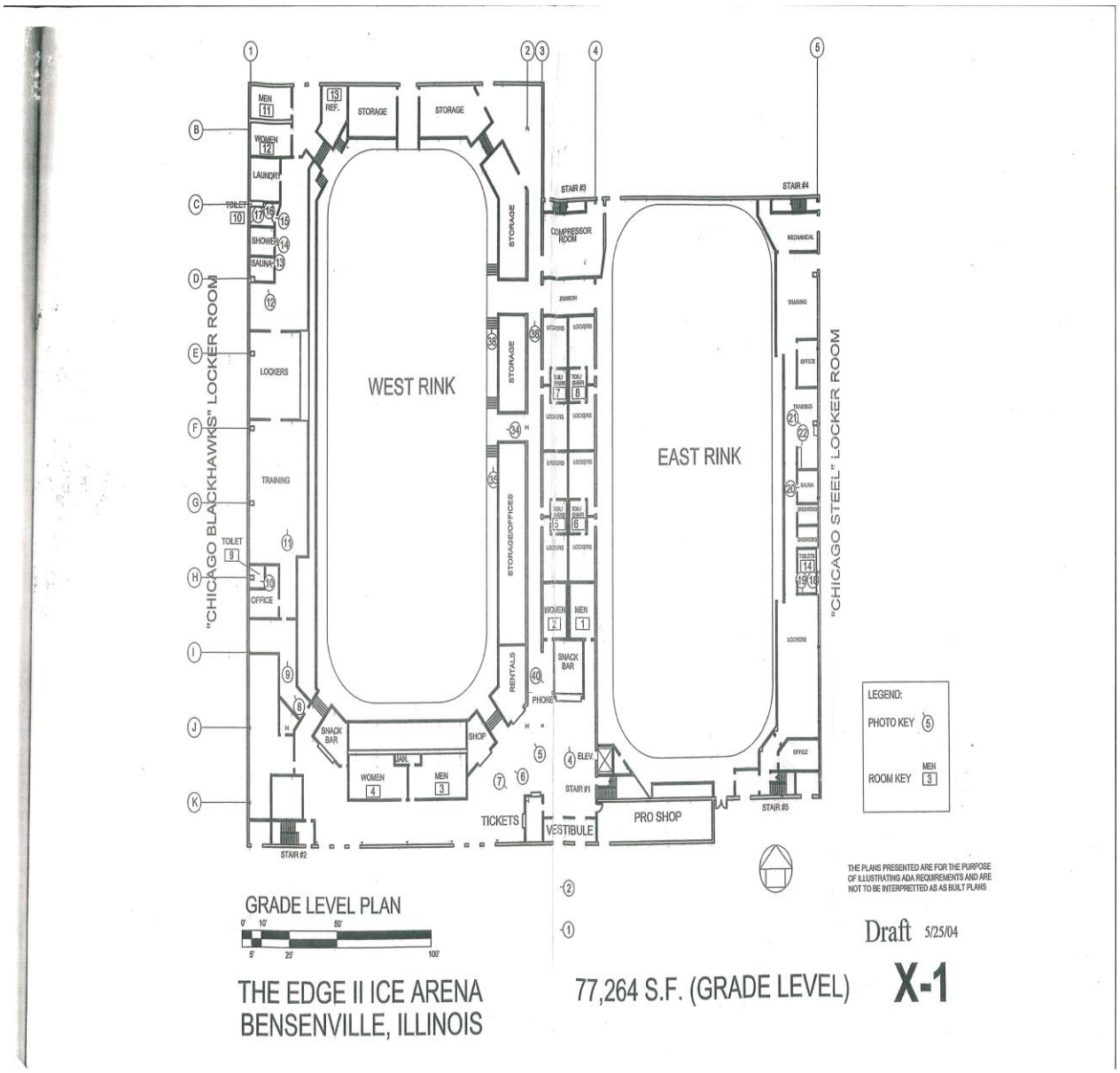
Other facility rental fees and responsibilities

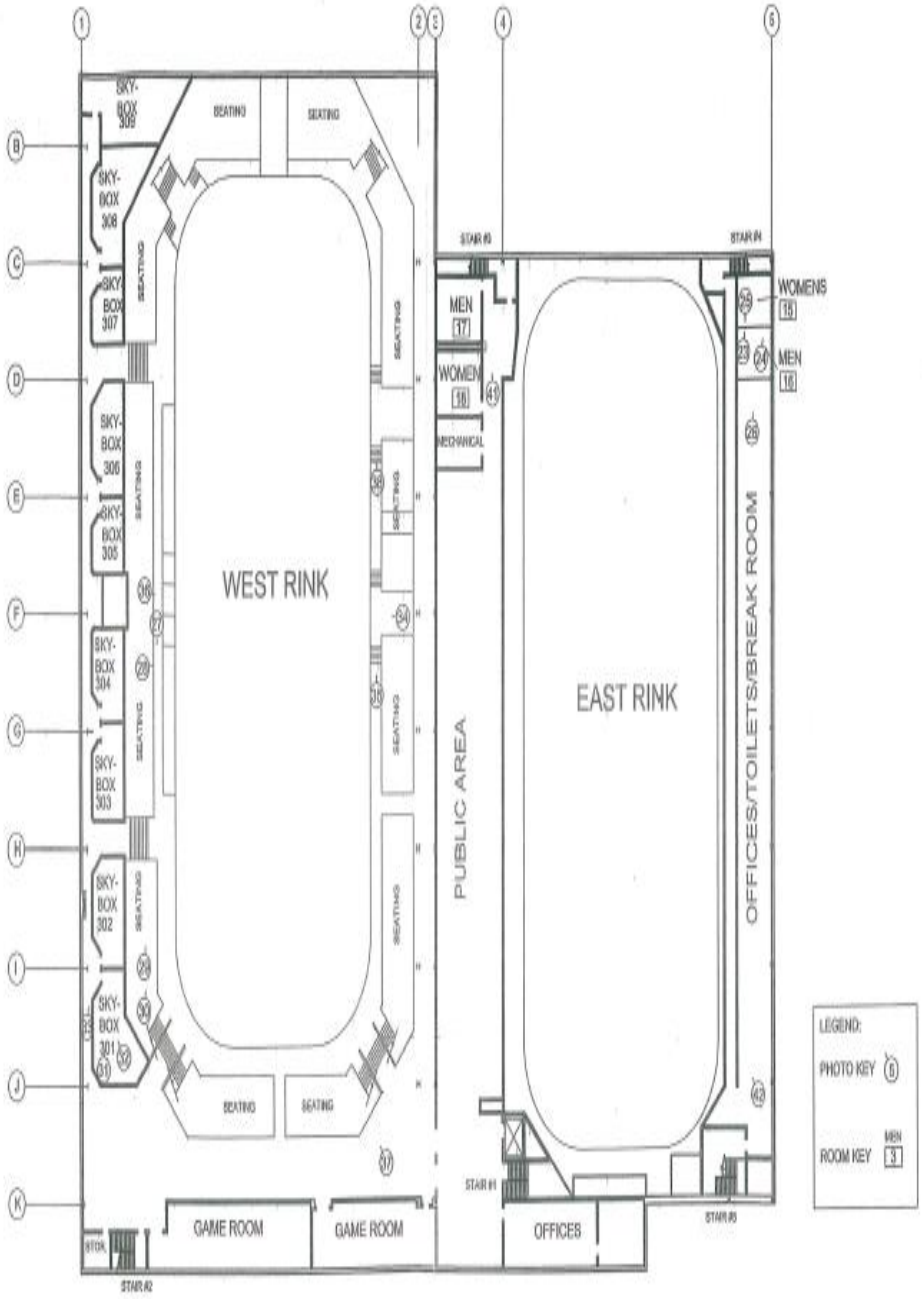
The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas of the facility that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charged with each one of these facilities. A post usage inspection must be approved by rink management prior to return of the customer's damage deposit. Food and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

Rental Facility	Cost	Please check if required
AHAI Meeting Rooms Maximum occupancy of 30 people per room	**$150/day**	
West Rink Party Room Maximum occupancy of 15 people per room	**$50/day**	
Blue Line Club Bar Maximum occupancy of 20 people per room	**$100/day**	
John Street Ballet Room Maximum occupancy of 20 people per room	**$50/day**	
Skybox Each skybox offers a private suite overlooking the Edge West Ice Arena. Maximum occupancy is 10 people per suite.	**$100/suite**	
Food/Beverage The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending priveledges. Please do not bring in food from outside sources. Please indicate YES or NO if you will be requiring food and beverage services while at the Edge.	**Yes** **No**	
Vendor Space Each vendor space will include one table and two chairs. There are two vendors spaces available on lower level and numerous spaces available on the 2nd level mezzanine.	**$100/upper level space** **$150/lower level space**	

Exhibit E

Vendor Space Designations (Please indicate your desired location)





UPPER LEVEL PLAN

THE PLANS PRESENTED ARE FOR THE PURPOSE OF ILLUSTRATING ADA REQUIREMENTS AND ARE NOT TO BE INTERPRETED AS AS BUILT PLANS

Draft 5/25/04

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THE EDGE II ICE ARENA
BENSENVILLE, ILLINOIS