#### **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



## Village of Bensenville, Illinois VILLAGE BOARD COMMITTEE OF THE WHOLE AGENDA <u>6:30 PM September 21, 2021</u>

- 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. August 17, 2021 Committee of the Whole Meeting Minutes

#### VI. REPORTS OF VILLAGE DEPARTMENTS

- A. Administration No Report
- B. Community and Economic Development
  - 1. Consideration of an Ordinance Granting a Variation to Allow a Paved Parking Area in the Corner Side Yard at 301 S Judson Street
- C. Finance No Report
- D. Police Department
  - 1. Consideration of a Resolution Approving an Intergovernmental Agreement Between the Village of Bensenville and Bensenville School District 2 to Provide a School Resource Officer for the 2021-2022 School Year
- E. Public Works
  - 1. Consideration of a Resolution Authorizing the Execution of a Professional Services Agreement with Strand Associates for the York Road (LS-10) Lift Station Improvements in the Not-to-Exceed amount of \$119,000
  - 2. Consideration of a Resolution Authorizing the Execution of a Contract with Independent Mechanical Industries, Inc. for the York Road (LS-10) Lift Station Improvements in the Not-to-Exceed amount of \$1,016,255

- 3. Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement (IGA) between the Illinois State Toll Highway Authority (ISTHA), the County of DuPage, and the Village of Bensenville for the Construction of the Elgin O'Hare Western Access (EOWA) Contracts I-16-4669, I-20-4722, RR-21-4584, and E-04A
- 4. Consideration of a Resolution Authorizing the Execution of a Contract with Globe Construction Inc. of Addison, IL for the 2021 MFT Sidewalk Removal & Replacement Program in the Not-to-Exceed Amount of \$40,000.00
- 5. Consideration of a Resolution Authorizing the Execution of Change Order Number One with Stewart Spreading, Inc. for an Increase of \$21,805.20 for the 2020-2021 Sludge Hauling Contract for a Revised Contract Cost of \$221,705.20
- 6. Consideration of an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply and Approval of a Supplemental Highway Authority Agreement in a Designated Area near 647 South York Road in the Village of Bensenville, Illinois
- 7. Consideration of a Resolution Authorizing the Approval of Change Order No. 1 with R.W. Dunteman Company for the 800 E. Jefferson Parking Lot Improvements for an Increase of \$95,449 Resulting in a Revised Contract Amount of \$122,569
- F. Recreation No Report

#### 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:MinutesCorey WilliamsenVillage Clerk's Office

DATE: September 21, <u>2021</u>

**DESCRIPTION:** August 17, 2021 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 | <u>Type</u> |  |

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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 August 17, 2021

- 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, Lomax, Panicola, Perez

Absent: None

A quorum was present.

Staff Present: E. Summers, S. Viger, C. Williamsen

Public Comment: There was no Public Comment.

Approval of Minutes:

The March 17, 2020 Committee of the Whole Meeting minutes were presented.

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

All were in favor. Motion carried.

The July 20, 2021 Special Committee of the Whole Workshop Meeting minutes were presented.

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

All were in favor. Motion carried.

The October 20, 2020 Special Committee of the Whole Budget Workshop Meeting minutes were presented.

Minutes of the Committee of the Whole Meeting August 17, 2021 Page 2

| Motion: | Trustee Franz made a motion to approve the minutes as presented. Trustee Panicola seconded the motion. |
|---------|--|
|         | All were in favor. Motion carried.   |

410 E. Green St.: Village Manager, Evan Summer, presented an Ordinance Granting a Special Use Permit to Operate a Restaurant at 410 E Green Street.

There were no questions from the Committee.

Motion: Trustee Perez 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.

430 N. Meyer Rd.: Village Manager, Evan Summers, presented an Ordinance Granting Approval of a Site Plan, Preliminary Plat of Consolidation, and Variations to Allow for Building and Parking Lot Expansions at 430 N Meyer Road.

There were no questions from the Committee.

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.

## 449 S. Center St.: Village Manager, Evan Summers, presented an Ordinance Granting a Variation to Allow a 20' by 20' Paved Parking Area at 449 S Center Street.

There were no questions from the Committee.

Motion: Trustee Perez 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.

Minutes of the Committee of the Whole Meeting August 17, 2021 Page 3

| 525, 533, 549, 557<br>573 N. Meyer Rd.: | Village Manager, Evan Summers, presented an Ordinance<br>Granting a PUD Amendment at 525, 533, 549, 557, and<br>573 N Meyer Road.   |
|---|---|
|   | There were no questions from the Committee.   |
| 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.  |
| 904-910 W. Irving<br>Park Rd.:          | Village Manager, Evan Summers, presented an Ordinance<br>Granting a Planned Unit Development Amendment to<br>Allow an EMC Sign at 904-910 W Irving Park Road (Gem<br>Car Wash). |
|   | There were no questions from the Committee.   |
| Motion:                                 | Trustee Panicola 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.  |
| 138 N. Addison<br>St.:                  | Village Manager, Evan Summers, presented an Ordinance<br>Denying Variations to Increase Driveway Width and<br>Parking Pad Depth at 138 N Addison Street.                        |
|   | There were no questions from the Committee.   |
| 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.  |

Minutes of the Committee of the Whole Meeting August 17, 2021 Page 4

| 301 S. Judson<br>St.:   | Village Manager, Evan Summers, presented an Ordinance<br>Denying a Variation to Allow a Paved Parking Area in the<br>Corner Side Yard at 301 S Judson Street.             |  |
|---|---|--|
| Motion:   | Trustee Lomax made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Franz seconded the motion.                    |  |
|   | There was no action taken on the above motion.  |  |
|   | President DeSimone suggested referring this matter back to<br>the Community Development Commission to inquire about<br>the possibility of tandem parking on the property. |  |
| Motion: Trustee Lomax made a motion to refer this matter bac<br>the Community Development Commission. Trustee F<br>seconded the motion. |   |  |
|   | All were in favor. Motion Carried.  |  |
| Unfinished<br>Business:   | There was no unfinished business.   |  |
| Executive<br>Session:   | Village Manager, Evan Summers, stated there was not a need for executive session.   |  |
| ADJOURNMENT:  | Trustee Carmona made a motion to adjourn the meeting.<br>Trustee Perez seconded the motion.   |  |
|   | All were in favor. Motion carried.  |  |
|   | President DeSimone adjourned the meeting at 7:05 p.m.   |  |

TYPE: Ordinance

#### SUBMITTED BY: K. Fawell

ance

DEPARTMENT:

**DATE:** 09.21.21

#### **DESCRIPTION:**

Consideration of an Ordinance Granting a Variation to Allow a Paved Parking Area in the Corner Side Yard at 301 S Judson Street

## SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

| Financially Sound Village          |
|------------------------------------|
| Quality Customer Oriented Services |
| Safe and Beautiful Village         |

X Enrich the Lives of Residents Major Business/Corporate Center Vibrant Major Corridors

| COMMITTEE ACTION:      | DATE:    |
|------------------------|----------|
| Committee of the Whole | 09.21.21 |

## **BACKGROUND:**

- 1. The Petitioner is seeking a Variation to allow a 21' by 23' paved parking area in the corner side yard.
- 2. The proposed area is adjacent to the detached garage and will be accessed from the alley.

## **KEY ISSUES:**

- 1. The Village Zoning Ordinance only permits paved parking areas in the rear yard; the proposed falls into the corner side yard by approximately 5.5 feet.
- 2. The Zoning Ordinance also mandates that paved parking areas shall be 10' by 20' per vehicle space, with a maximum of two spaces per zoning lot, and must be located 1' from an interior lot line and 3' or less from a rear lot line. The proposed area's depth includes the 3' maximum rear setback, but does exceed Code's maximum width of 20 feet.
- 3. The Petitioner has stated that the additional two parking spaces created by the proposed parking area are imperative to their current living situation, as they have three children, one who will obtain their driver's license in the coming year, and the others set to begin driving in the next few years. Currently, only two parking spaces are available at the property, in the detached garage.
- 4. This Case initially appeared before the Community Development Commission on August 3, 2021. A motion to recommend approval of the request to the Committee of the Whole **failed** (0-4). On August 17, 2021, the CoW remanded the case back to the CDC to allow the Commission to review an alternate tandem design for the proposed area. An exhibit of that design is included in this agenda packet.
  - 1. Staff recommended Denial of the request at the August CDC Hearing due to visibility concerns caused by the parking area. At the September Hearing, Staff reiterated this recommendation, while also stating their recommendation of denial for the tandem design.
- 5. At the September CDC Hearing, the Petitioner made a presentation to the CDC to request a third alternate design for the parking area, as they did not wish to proceed with a request for tandem parking. The design proposed a parking facility in which the area that falls within the sight vision triangle is not paved, so there will be no visibility obstructions. Design is attached to this item.
  - 1. The CDC recommended approval of this request, with the conditions listed below.

## ALTERNATIVES:

Discretion of the Committee of the Whole.

#### **RECOMMENDATION:**

- 1. Staff respectfully recommends denial of the request for a Variation to allow a paved parking area in the corner side yard and for a Variation to allow tandem parking.
- 2. At their 09.07.21 Public Hearing, the Community Development Commission voted unanimously (5-0) to recommend approval of the request for the updated parking designer presented by the Petitioner, with

the following conditions:

- 1. The paved parking area shall be kept clear of the sight triangle area and constructed in accordance with plans dated 09.08.21;
- 2. The area that falls within the sight triangle shall be maintained in a manner so as to inhibit vehicular access;
- 3. Pavement shall be pitched to the east, so that runoff enters in the inlet in the alley directly adjacent;
- 4. All landscape elements located in the sight triangle area shall be trimmed to a height no taller than 2.5 feet; and
- 5. A landscape plan shall be reviewed and approved by the Zoning Administrator upon permit application submittal.

## **BUDGET IMPACT:**

N/A

## **ACTION REQUIRED:**

Approval of an Ordinance Granting a Variation to Allow a Paved Parking Area in the Corner Side Yard at 301 S Judson Street.

#### ATTACHMENTS:

| Description                     | <u>Upload Date</u> | <u>Type</u>       |
|---------------------------------|--------------------|-------------------|
| Aerial & Zoning Exhibits        | 9/15/2021          | Backup Material   |
| Legal Notice                    | 9/15/2021          | Backup Material   |
| Application                     | 9/15/2021          | Backup Material   |
| Staff Report                    | 9/15/2021          | Executive Summary |
| Original Parking Area Plan      | 9/15/2021          | Exhibit           |
| Tandem Design                   | 9/15/2021          | Exhibit           |
| Design Recommended for Approval | 9/15/2021          | Exhibit           |
| Draft CDC Minutes               | 9/15/2021          | Backup Material   |
| Draft Ordinance                 | 9/15/2021          | Ordinance         |

**301 S Judson Street Timothy Hengels Variation, Paved Parking Area** Municipal Code Section 10 – 8 – 8.G.4



#### 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, August 3, 2021 at 6:30 P.M., at which a Public Hearing will be held to review case No. 2021 - 21 to consider a request for:

Variation, Paved Parking Area Municipal Code Section 10 - 8 - 8 - G.4

at 301 S Judson Street in 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 60 IN THIRD ADDITION TO EDGEWOOD, BEING A SUBDIVISION IN THE NORTH ½ OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER14, 1933 AS DOCUMENTS 339234, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 301 S Judson Street, Bensenville, IL 60106.

Timothy Hengels of 301 S Judson Street, Bensenville, IL 60106 is the owner of 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. Directions for electronic attendance and participation will be posted on the Village website at least 48 hours prior to the meeting date. Written comments mailed to Village Hall, and online comments submitted on the Village website, will be accepted by the Community and Economic Development Department through August 3, 2021 until 5:00 P.M

Office of the Village Clerk Village of Bensenville

#### TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT July 15, 2021

| ×.   |   | ice Use Only<br>t #:CDC Case #:  |
|--|---|--|
|  | COMMUNITY DEVELOPMEN  | T COMMISSION APPLICATION   |
| Address:   | 301 Judson St   | , Bensenville 60106  |
| Property Index N   | lumber(s) (PIN): 032326100  | 1  |
| A. PROPERT   | Y OWNER:  |  |
| Name<br>Street   | of Judson St.   |  |
| Beno   | Enville <u>FL</u><br>State<br>Lukaszczyk <u>630-808</u><br>Telephone Number   | <u>Email Address</u>   |
| *If Owner is a<br>B. APPLICAN<br>Name                                    | a Land Trust, attach a list of the names and a<br>NT: Check box if same as<br>Corporation (if applicable)   |  |
| Street   |   |  |
| City   | State   | Zip Code   |
| Contact Person   | Telephone Number  | Email Address  |
| □ Si<br>□ Sr<br>□ Va<br>□ Aa<br>□ Zc<br>□ Pla<br>□ An<br>□ Pla<br>*See S | ON REQUESTED (Check applicable):<br>ite Plan Review<br>pecial Use Permit<br>ariation<br>dministrative Adjustment<br>oning Text or Map Amendment<br>oning Appeal<br>at of Subdivision<br>nnexation<br>anned Unit Development*<br>Staff for additional information on<br>requests | SUBMITTAL REQUIREMENTS:<br>Affidavit of Ownership** (signed/notarized)<br>Application**<br>Approval Standards**<br>Plat of Survey/Legal Description<br>Site Plan<br>Building Plans & Elevations<br>Engineering Plans<br>Landscape Plan<br>Tree Preservation and Removal Plan<br>Application Fees<br>Fees agreement**<br>**Item located within this application packet. |

| Brief Description of Request(s): (Submit separate sheet if necessary)   | 1               |
|---|-----------------|
| Add 2 car drive way next to   | -               |
| garageon North side . Keed parking spaces for   | -               |
| garage On North side. K Need parking spaces for<br>teenage Drivers.   | -               |
| C PROJECT DATA  | 201 Jud sow St  |
| <ol> <li>General description of the site <u>SECorner Lot</u> @ Memorial + Judson AKA</li> <li>Acreage of the site: <u>7317scft</u> Building Size (if applicable):</li> </ol>  | Bensenville, IV |
| 2. Acreage of the site: <u>7317s6ft</u> _Building Size (if applicable):   |                 |
| <ul> <li>3. Is this property within the Village limits? (Check applicable below)</li> <li>X Yes</li> <li>No, requesting annexation</li> <li>No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.</li> </ul> |                 |
| 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:  | R-3    | Single-unit residential | Village of Bensenville |
| North: | R-3    |                         | Village of Bensenville |
| South: | R-3 '  |                         | Village of Bensenville |
| East:  | R-3    |                         | Village of Bensenville |
| West:  | R-3    |                         | village of Bensinville |

#### 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."

JUL 0 2 7021 By



### COMMUNITY DEVELOPMENT COMMISSION

#### **STAFF REPORT**

| <b>JIMIT KLI UKI</b>   |   |
|------------------------|---|
| HEARING DATE:          | August 3, 2021, September 7, 2021         |
| CASE #:                | 2021 - 21                                 |
| <b>PROPERTY:</b>       | 301 S Judson Street                       |
| <b>PROPERTY OWNER:</b> | Timothy Hengels                           |
| <b>APPLICANT:</b>      | Same as Above                             |
| SITE SIZE:             | 0.17 AC                                   |
| <b>BUILDING SIZE:</b>  | N/A                                       |
| PIN NUMBER:            | 03-23-201-001                             |
| ZONING:                | R-3 Single-Unit Dwelling District         |
| <b>REQUEST:</b>        | Variation, Paved Parking Area             |
|                        | Municipal Code Section $10 - 8 - 8.G - 4$ |

#### **PUBLIC NOTICE:**

- 1. A Legal Notice was published in the Bensenville Independent on Thursday, July 15, 2021. 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 a Notice of Public Hearing sign on the property, visible from the public way on Thursday, July 15 2021.
- 3. On Monday, July 12, 2021, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' 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 a Variation to allow a 21' by 23' paved parking area in the corner side yard. The proposed area is adjacent to the detached garage and will be accessed from the alley. The Zoning Ordinance only permits paved parking areas in the rear yard- the proposed falls into the corner side yard by approximately 5.5 feet.

The Zoning Ordinance also mandates that paved parking areas shall be 10' by 20' per vehicle space, with a maximum of two spaces per zoning lot, and must be located 1' from an interior lot line and 3' or less from a rear lot line. The proposed area's depth includes the 3' maximum rear setback, but does exceed Code's maximum width of 20 feet.

This Case initially appeared before the CDC on August 3, 2021. A motion to recommend approval of the request to the Committee of the Whole **failed** (0-4). On August 17, 2021, the CoW remanded the case back to the CDC to allow the Commission to review an alternate tandem design for the proposed area. An exhibit of that design is included.

### SURROUNDING LAND USES:

|       | Zoning | Land Use    | <b>Comprehensive Plan</b> | 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:**

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

#### Finance:

1) Account up to date.

#### Police:

1) No objections.

#### Engineering and Public Works:

Engineering:

1) Current drainage patterns shall not be altered. Drainage shall not cause any adverse impacts to neighboring properties.

Public Works:

1) Paved parking area shall be pitched to the east, so that the runoff goes into the inlet in the alley directly adjacent.

#### Community & Economic Development:

Economic Development:

1) No comments.

#### Fire Safety:

1) No comments.

#### Building:

1) No comments.

Planning:

- 1) The 2015 Comprehensive Plan indicates "Single Family Residential" for this property.
- 2) The current zoning is R-3 Single-Unit Dwelling District.
- 3) A Variation is needed as the proposed paved parking area falls into the corner side yard by approximately 5.5 feet, while it is only permitted in the rear yard. The area also exceeds the Zoning Ordinance's maximum size of 20' by 20'- the proposed is 21' by 23'.
  - a. Please note that the depth does not exceed the maximum, as the 20' deep paved parking area is permitted to be located a maximum of 3' from the rear property line.
- 4) A paved parking area Variation is a common request, and is typically approved; however, most approved meet the dimension standards. A Variation for a paved parking area in the corner side yard, with a size of 10' by 20', was recently approved at 243 Spruce Avenue. In December 2020, a 20' by 20' paved parking area, nonadjacent to a garage, but located in the rear yard, was approved at 146 S Mason.
- 5) Staff has concerns that vehicles parked on the northern spot on the paved parking area will impede visibility for pedestrians and drivers. Typically, any structure between 2.5 feet and 8 feet in height within a sight triangle area is considered an obstruction. Memorial Road is a highly trafficked area due to the property's close proximity to Tioga Elementary School.
  - a. A typical sight vision triangle is formed by measuring 10 feet along the lot line along the alley and 10 feet along the right-of-way.
  - b. Staff recommends the paved parking area Variation be denied due to the above visibility concerns. Denial of the request would still allow the Petitioner to construct a paved parking area that allows for one 10 feet by 20 feet vehicle parking space.
- 6) The Committee of the Whole, at their regularly scheduled meeting on August 17, 2021, remanded this Case back to the CDC to be heard a second time at the Public Hearing on September 7, 2021. This was done in part to allow for review of an alternate tandem design with parking facilities that do not fall into the lot's corner side yard.
  - a. A request for tandem parking is not typical- the last being heard by the CDC in 2019 for the property at 197 Grace Street. Village Staff recommended denial of the request, and the CDC passed a motion to recommend approval to the Village Board of Trustees. The Board then granted a Variation to allow a 40' by 10' paved parking area (exact dimensions as alternate design proposed at the subject property) in the interior side yard.
  - b. An exhibit of the proposed alternate design at 301 S Judson Street can be seen on the following page.
  - c. **Staff recommends the denial of the tandem parking design.** Should the Community Development Commission recommend approval of the alternate tandem design, Staff respectfully recommends that the a condition of approval be added to require landscaping along the northern side of the parking facility to screen it from view from the right-of-way.



Alternate Tandem Design



Sight Triangle Area



Existing Vegetation in Sight Triangle Area

#### **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 (parking spaces) is very much needed for our family of 5 and our family's living situation. Currently, there are 2 adults that each have a vehicle. As of this year, our son, Vinny has obtained his permit. Within the year, he plans to obtain his driver's license thereby inching closer to a vehicle. We also have 2 additional children who will be driving in the near future, and they will also need parking spaces for their vehicles. Right now, the only parking space on our property is the detached garage which is only big enough for 2 vehicles. It is imperative that we create additional parking spaces for the children. Furthermore, Bensenville does not allow vehicles to be parked on the street between 2am to 6am, so we cannot leave the additional vehicles on the street each night. The proposed Variation to our property will not endanger the health, safety, comfort, convenience, nor 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: Furthermore, it is very compatible with the character of adjacent properties and other properties within immediate vicinity of the proposed Variation. There are some houses that have parking spaces either side by side to the sidewalk or within 2 to 3 feet of the sidewalk on Memorial Street. There are many other properties in Bensenville that exhibit this same Variation. The parking spaces will be facing east and west to the alley and perpendicular to the sidewalk, but we do plan for it to be a few feet away from the sidewalk.

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 literal enforcement of the 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: Yes, the proposed Variation is very much needed due to the unique physical attributes of the property which was not deliberately created by us, the applicants. When the property was bought, it only had a detached garage with 2 parking spaces. This worked well because only the 2 adults had vehicles, and there was only 1 child (3 years old at the time) in the family. Due to the properties "original physical attributes" it hinders the family's living situation and needs to be modified to the current state of affairs.

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 does represent the minimum deviation from the regulations of the title necessary to accomplish the desired improvement to the 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: Lastly, the proposed Variation is consistent with the intent of the Comprehensive Plan, the title, and other land use policies of the Village.

|  | Meets Standard |    |
|--|----------------|----|
| Variation Approval Standards             | Yes            | No |
| 1. Public Welfare                        |                | X  |
| 2. Compatible with Surrounding Character | X              |    |
| 3. Undue Hardship                        | X              |    |
| 4. Unique Physical Attributes            | X              |    |
| 5. Minimum Deviation Needed              |                |    |
| 6. Consistent with Ordinance and Plan    | X              |    |

#### **RECOMMENDATIONS:**

Staff recommends the Denial of the above Findings of Fact and therefore the Denial of the Variation for a Paved Parking Area at 301 Judson Street.

Respectfully Submitted,

Department of Community & Economic Development





JOOL

JOB ADDRESS: 301 SOUTH JUDSON STREET BENSENVILLE, ILLINOIS

0



2006

2

0

JOB ADDRESS: 301 SOUTH JUDSON STREET BENSENVILLE, ILLINOIS Village of Bensenville Board Room 12 South Center Street DuPage and Cook Counties Bensenville, IL, 60106

#### MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

September 7, 2021

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, Wasowicz Absent: Czarnecki, Marcotte A quorum was present.

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

#### JOURNAL OF

| <b>PROCEEDINGS:</b> | The minutes of the Community Development Commission |
|---------------------|---|
|                     | Meeting of the August 3, 2021 were presented.       |

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

All were in favor. Motion carried.

The minutes of the Special Community Development Commission Meeting of the August 24, 2021 were presented.

Motion:

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

All were in favor. Motion carried.

Senior Village Planner, Kurtis Pozsgay and Village Planner, Kelsey Fawell, were present and sworn in by Chairman Rowe.

## PUBLICCOMMENT:There was no Public Comment.

Community Development Commission Meeting Minutes September 7, 2021 Page 2

| Remanded<br>Public Hearing:<br>Petitioner:<br>Location:<br>Request: | CDC Case Number 2021-21<br>Timothy Hengels<br>301 South Judson Street<br>Variation, Paved Parking Area<br>Municipal Code Section 10 – 8 – 8.G – 4  |
|---|--|
| Motion:   | Commissioner Chambers made a motion to re-open CDC Case No. 2021-21. Commissioner Wasowicz seconded the motion.  |
| ROLL CALL :   | Upon roll call the following Commissioners were present:<br>Rowe, Chambers, Ciula, King, Wasowicz<br>Absent: Czarnecki, Marcotte<br>A quorum was present.<br>Chairman Rowe re-opened CDC Case No. 2021-21 at 6:32 p.m.   |
|   | Village Planner, Kelsey Fawell was present and sworn in by<br>Chairman Rowe. Ms. Fawell stated a Legal Notice was published<br>in the Bensenville Independent on July 15, 2021. Ms. Fawell stated<br>a certified copy of the Legal Notice is maintained in the CDC file<br>and is available for viewing and inspection at the Community &<br>Economic Development Department during regular business hours.<br>Ms. Fawell stated Village personnel posted a Notice of Public<br>Hearing sign on the property, visible from the public way on July<br>15, 2021. Ms. Fawell stated on July 12, 2021 Village personnel<br>mailed from the Bensenville Post Office via First Class Mail a<br>Notice of Public Hearing to taxpayers of record within 250' of the<br>property in question. Ms. Fawell stated an affidavit of mailing<br>executed by C & ED personnel and the list of recipients are<br>maintained in the CDC file and are available for viewing and<br>inspection at the Community & Economic Development<br>department during regular business hours. |
|   | Ms. Fawell stated the Petitioner is seeking a Variation to allow a 21' by 23' paved parking area in the corner side yard. Ms. Fawell stated the proposed area is adjacent to the detached garage and will be accessed from the alley. Ms. Fawell stated the Zoning Ordinance only permits paved parking areas in the rear yard- the proposed falls into the corner side yard by approximately 5.5 feet.  |
|   | Ms. Fawell stated the Zoning Ordinance also mandates that paved<br>parking areas shall be 10' by 20' per vehicle space, with a<br>maximum of two spaces per zoning lot, and must be located 1'<br>from an interior lot line and 3' or less from a rear lot line.   |

Ms. Fawell stated the proposed area's depth includes the 3' maximum rear setback, but does exceed Code's maximum width of 20 feet.

Ms. Fawell stated this matter was referred back to the Community Development Commission by the Committee of the Whole to discuss the possibly of a tandem parking pad. Ms. Fawell stated after review, Village Staff is still recommending denial of the proposed tandem parking.

Timothy Hengels and Basia Lukaszczyk, property owners, were present and sworn in by Chairman Rowe. Mr. Hengels stated he agreed with Staff that they do not want the tandem parking either because it would take up the majority of their yard. Mr. Hengels proposed a new plan to the Commission. Mr. Hengels proposed a single car, 13 foot entrance that will allow for both vehicles to be parked outside of the site triangle area. Mr. Hengels stated he would leave the fence up along the alley to prevent access to the parking pad over the grass.

Commissioner Wasowicz asked that this matter be continued to allow the Commission time to review the new proposal. Mr. Pozsgay stated the proposed drawing the Commission was viewing would not change and asked the Commission to discuss this alternate option.

Chairman Rowe stated he was okay with the new proposal but wanted to add the following conditions to approval:

- Pavement shall be pitched to the east, so that runoff enters in the inlet in the alley directly adjacent;
- All landscape elements located in the sight triangle area shall be trimmed to a height no taller than 2.5 feet; and
- A landscape plan shall be reviewed and approved by the Zoning Administrator upon permit application submittal.

Mr. Hengels stated he was fine with the above mentioned conditions.

#### Public Comment

#### Diane Kotz - 302 Judson Street, Bensenville, Illinois 60106

Ms. Kotz was present and sworn in by Chairman Rowe. Ms. Kotz spoke in favor of the proposed design.

Ms. Fawell reviewed the Findings of Fact for the proposed variance as presented in the Staff Report 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 (parking** spaces) is very much needed for our family of 5 and our family's living situation. Currently, there are 2 adults that each have a vehicle. As of this year, our son, Vinny has obtained his permit. Within the year, he plans to obtain his driver's license thereby inching closer to a vehicle. We also have 2 additional children who will be driving in the near future, and they will also need parking spaces for their vehicles. Right now, the only parking space on our property is the detached garage which is only big enough for 2 vehicles. It is imperative that we create additional parking spaces for the children. Furthermore, Bensenville does not allow vehicles to be parked on the street between 2am to 6am, so we cannot leave the additional vehicles on the street each night. The proposed Variation to our property will not endanger the health, safety, comfort, convenience, nor 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: Furthermore, it is very compatible with the character of adjacent properties and other properties within immediate vicinity of the proposed Variation. There are some houses that have parking spaces either side by side to the sidewalk or within 2 to 3 feet of the sidewalk on Memorial Street. There are many other properties in Bensenville that exhibit this same Variation. The parking spaces will be facing east and west to the alley and perpendicular to the sidewalk, but we do plan for it to be a few feet away from the sidewalk.

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 literal enforcement of the 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: Yes, the proposed Variation is very much needed due to the unique physical attributes of the property which was not deliberately created by us, the applicants. When the property was bought, it only had a detached garage with 2 parking spaces. This worked well because only the 2 adults had vehicles, and there was only 1 child (3 years old at the time) in the family. Due to the properties "original physical attributes" it hinders the family's living situation and needs to be modified to the current state of affairs.

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 does represent the minimum deviation from the regulations of the title necessary to accomplish the desired improvement to the 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: Lastly, the proposed Variation is consistent with the intent of the Comprehensive Plan, the title, and other land use policies of the Village.

Ms. Fawell stated Staff recommends the Denial of the above Findings of Fact and therefore the Denial of the Variation for a Paved Parking Area at 301 Judson Street.

|            | Ms. Fawell stated should the Commission approve the above request, Village Staff recommends the following conditions:  |
|------------|--|
|            | <ul> <li>The paved parking area shall be kept clear of the sight triangle area and constructed in accordance with plans dated 09.08.21;</li> <li>The area that falls within the sight triangle shall be maintained in a manner so as to inhibit vehicular access.</li> </ul>   |
|            | Chairman Rowe asked for the following conditions to be added for<br>the approval criteria:   |
|            | <ul> <li>Pavement shall be pitched to the east, so that runoff enters in the inlet in the alley directly adjacent;</li> <li>All landscape elements located in the sight triangle area shall be trimmed to a height no taller than 2.5 feet; and</li> <li>A landscape plan shall be reviewed and approved by the Zoning Administrator upon permit application submittal.</li> </ul> |
|            | Chairman Rowe asked if the petitioner had any objections to the above requirements. Mr. Hengels stated he had no objections.   |
|            | There were no further questions from the Commission.   |
| Motion:    | Commissioner Chambers made a motion to close CDC Case No. 2021-21. Chairman Rowe seconded the motion.  |
| ROLL CALL: | Ayes: Rowe, Chambers, Ciula, King, Wasowicz  |
|            | Nays: None   |
|            | All were in favor. Motion carried.   |
|            | Chairman Rowe closed CDC Case No. 2021-21 at 7:05 p.m.   |
| Motion:    | Commissioner Wasowicz made a combined motion to approve the<br>Findings of Fact and Approval of a Variation, Paved Parking Area,<br>Municipal Code Section 10-8-8.G-4 with the above mentioned<br>conditions of approval. Commissioner Chambers seconded the<br>motion.  |
| ROLL CALL: | Ayes: Rowe, Chambers, Ciula, King, Wasowicz  |
|            | Nays: None   |
|            | All were in favor. Motion carried.   |

Community Development Commission Meeting Minutes September 7, 2021 Page 7

| Report from<br>Community<br>Development: | Ms. Fawell reviewed both recent CDC cases along with upcoming cases.   |
|--|--|
| ADJOURNMENT:                             | There being no further business before the Community<br>Development Commission, Commissioner Chambers made a<br>motion to adjourn the meeting. Commissioner King seconded the<br>motion.<br>All were in favor. Motion carried. |

The meeting was adjourned at 7:09 p.m.

Ronald Rowe, Chairman Community Development Commission

#### ORDINANCE #

#### AN ORDINANCE GRANTING A VARIATION TO ALLOW A PAVED PARKING AREA IN THE CORNER SIDE YARD AT 301 S JUDSON STREET, BENSENVILLE, ILLINOIS

WHEREAS, Timothy Hengels ("Owner/Applicant") of 301 S Judson Street, Bensenville, IL 60106, filed an application for Variation, Paved Parking Area, Municipal Code Section 10-8-8.G-4 of the Bensenville Village Zoning Ordinance ("Zoning Ordinance"), for the property located at 301 S Judson 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, July 15, 2021 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property on Thursday, July 15, 2021, and via First Class mail to taxpayers of record within 250 feet of the Subject Property on Monday, July 12, 2021, 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 August 3, 2021 and September 7, 2021, as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, on August 3, 2021, after hearing the application, the Community Development Commission disagreed with the findings of fact submitted by the Applicant, and thereafter, voted unanimously against (0-4) a motion to recommend approval of the Variation, Paved Parking Area, Municipal Code Section 10-8-8.G-4, and forwarded its recommendations,

including the Staff Report and findings relative to the Variation, to the Village Board Committee of the Whole, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

**WHEREAS**, on August 17, 2021, the Village Board Committee of the Whole then made a motion to remand the request back to the Community Development Commission to be heard at the next regularly scheduled Public Hearing on September 7, 2021; and

WHEREAS, on September 7, 2021, after hearing the application, the Community Development Commission agreed with the findings of fact submitted by the Applicant, and thereafter, voted unanimously (5-0) to recommend approval of the Variation, Paved Parking Area, Municipal Code Section 10-8-8.G-4, and forwarded its recommendations, including the Staff Report and findings relative to the Variation, to the Village Board Committee of the Whole, which concurred with the recommendations made therein, as are attached hereto and incorporated herein by reference as Exhibit "C"; and

WHEREAS, on September 21, 2021, the Village Board Committee of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

**WHEREAS**, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested Variation, Paved Parking Area, Municipal Code Section 10-8-8.G-4, as recommended by the Community Development Commission to approve the Variation, 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 for the Variation, Paved Parking Area, sought by the Applicant, as allowed by the Zoning Ordinance, Section 10-8-8.G-4, as adopted by the Community Development Commission as shown in Exhibit "C", 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, Paved Parking Area, Municipal Code Section 10-8-8.G-4, as sought by the Applicant of the Subject Property, is hereby approved with the following conditions:

- 1. The paved parking area shall be kept clear of the sight triangle area and constructed in accordance with plans dated 09.08.21;
- 2. The area that falls within the sight triangle shall be maintained in a manner so as to inhibit vehicular access;
- Pavement shall be pitched to the east, so that runoff enters in the inlet in the alley directly adjacent;
- 4. All landscape elements located in the sight triangle area shall be trimmed to a height no taller than 2.5 feet; and
- 5. A landscape plan shall be reviewed and approved by the Zoning Administrator upon permit application submittal.

**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.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 21<sup>st</sup> day of September 2021, pursuant to a roll call vote, as follows:

#### APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES:

NAYES:

ABSENT: \_\_\_\_\_

Ordinance # \_\_\_\_- 2021 Exhibit "A"

The Legal Description is as follows:

LOT 60 IN THIRD ADDITION TO EDGEWOOD, BEING A SUBDIVISION IN THE NORTH ½ OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER14, 1933 AS DOCUMENTS 339234, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 301 S Judson Street, Bensenville, IL 60106.

Ordinance # \_\_\_\_- 2021 Exhibit "B" Findings of Fact

Ms. Fawell reviewed the Findings of Fact for the proposed variance as presented in the Staff Report 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 (parking spaces) is very much needed for our family of 5 and our family's living situation. Currently, there are 2 adults that each have a vehicle. As of this year, our son, Vinny has obtained his permit. Within the year, he plans to obtain his driver's license thereby inching closer to a vehicle. We also have 2 additional children who will be driving in the near future, and they will also need parking spaces for their vehicles. Right now, the only parking space on our property is the detached garage which is only big enough for 2 vehicles. It is imperative that we create additional parking spaces for the children. Furthermore, Bensenville does not allow vehicles to be parked on the street between 2am to 6am, so we cannot leave the additional vehicles on the street each night. The proposed Variation to our property will not endanger the health, safety, comfort, convenience, nor 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: Furthermore, it is very compatible with the character of adjacent properties and other properties within immediate vicinity of the proposed Variation. There are some houses that have parking spaces either side by side to the sidewalk or within 2 to 3 feet of the sidewalk on Memorial Street. There are many other properties in Bensenville that exhibit this same Variation. The parking spaces will be facing east and west to the alley and perpendicular to the sidewalk, but we do plan for it to be a few feet away from the sidewalk.

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 literal enforcement of the 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: Yes, the proposed Variation is very much needed due to the unique physical attributes of the property which was not deliberately created by us, the applicants. When the property was bought, it only had a detached garage with 2 parking spaces. This worked well because only the 2 adults had vehicles, and there was only 1 child (3 years old at the time) in the family. Due to the properties "original physical attributes" it hinders the family's living situation and needs to be modified to the current state of affairs.

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 does represent the minimum deviation from the regulations of the title necessary to accomplish the desired improvement to the 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: Lastly, the proposed Variation is consistent with the intent of the Comprehensive Plan, the title, and other land use policies of the Village.

Ms. Fawell stated Staff recommends the Denial of the above Findings of Fact and therefore the Denial of the Variation for a Paved Parking Area at 301 Judson Street.

There were no further questions from the Commission.

- Motion: Commissioner King made a motion to close CDC Case No. 2021-21. Commissioner Chambers seconded the motion.
- ROLL CALL: Ayes: Rowe, Chambers, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2021-21 at 7:59 p.m.

 Motion: Commissioner Wasowicz made a combined motion to approve the Findings of Fact and Approval of a Variance, Paved Parking Area, Municipal Code Section 10-8-8.G-4. Commissioner Chambers seconded the motion.
 ROLL CALL: Ayes: None Nays: Rowe, Chambers, King, Wasowicz Motion Failed.

Ronald Rowe, Chairman Community Development Commission Ordinance # \_\_\_\_- 2021 Exhibit "C" Findings of Fact

Ms. Fawell reviewed the Findings of Fact for the proposed variance as presented in the Staff Report 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 (parking spaces) is very much needed for our family of 5 and our family's living situation. Currently, there are 2 adults that each have a vehicle. As of this year, our son, Vinny has obtained his permit. Within the year, he plans to obtain his driver's license thereby inching closer to a vehicle. We also have 2 additional children who will be driving in the near future, and they will also need parking spaces for their vehicles. Right now, the only parking space on our property is the detached garage which is only big enough for 2 vehicles. It is imperative that we create additional parking spaces for the children. Furthermore, Bensenville does not allow vehicles to be parked on the street between 2am to 6am, so we cannot leave the additional vehicles on the street each night. The proposed Variation to our property will not endanger the health, safety, comfort, convenience, nor 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: Furthermore, it is very compatible with the character of adjacent properties and other properties within immediate vicinity of the proposed Variation. There are some houses that have parking spaces either side by side to the sidewalk or within 2 to 3 feet of the sidewalk on Memorial Street. There are many other properties in Bensenville that exhibit this same Variation. The parking spaces will be facing east and west to the alley and perpendicular to the sidewalk, but we do plan for it to be a few feet away from the sidewalk.

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 literal enforcement of the 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: Yes, the proposed Variation is very much needed due to the unique physical attributes of the property which was not deliberately created by us, the applicants. When the property was bought, it only had a detached garage with 2 parking spaces. This worked well because only the 2 adults had vehicles, and there was only 1 child (3 years old at the time) in the family. Due to the properties "original physical attributes" it hinders the family's living situation and needs to be modified to the current state of affairs.

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 does represent the minimum deviation from the regulations of the title necessary to accomplish the desired improvement to the 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: Lastly, the proposed Variation is consistent with the intent of the Comprehensive Plan, the title, and other land use policies of the Village.

Ms. Fawell stated Staff recommends the Denial of the above Findings of Fact and therefore the Denial of the Variation for a Paved Parking Area at 301 Judson Street.

Ms. Fawell stated should the Commission approve the above request, Village Staff recommends the following conditions:

- The paved parking area shall be kept clear of the sight triangle area and constructed in accordance with plans dated 09.08.21;
- The area that falls within the sight triangle shall be maintained in a manner so as to inhibit vehicular access.

Chairman Rowe asked for the following conditions to be added for the approval criteria:

|            | <ul> <li>Pavement shall be pitched to the east, so that runoff enters in the inlet<br/>in the alley directly adjacent;</li> <li>All landscape elements located in the sight triangle area shall be<br/>trimmed to a height no taller than 2.5 feet; and</li> <li>A landscape plan shall be reviewed and approved by the Zoning<br/>Administrator upon permit application submittal.</li> </ul> |
|------------|--|
|            | Chairman Rowe asked if the petitioner had any objections to the above requirements. Mr. Hengels stated he had no objections.   |
|            | There were no further questions from the Commission.   |
| Motion:    | Commissioner Chambers made a motion to close CDC Case No. 2021-21.<br>Chairman Rowe seconded the motion.   |
| ROLL CALL: | Ayes: Rowe, Chambers, Ciula, King, Wasowicz  |
|            | Nays: None   |
|            | All were in favor. Motion carried.   |
|            | Chairman Rowe closed CDC Case No. 2021-21 at 7:05 p.m.   |
| Motion:    | Commissioner Wasowicz made a combined motion to approve the<br>Findings of Fact and Approval of a Variation, Paved Parking Area,<br>Municipal Code Section 10-8-8.G-4 with the above mentioned conditions<br>of approval. Commissioner Chambers seconded the motion.   |
| ROLL CALL: | Ayes: Rowe, Chambers, Ciula, King, Wasowicz  |
|            | Nays: None   |
|            | All were in favor. Motion carried.   |

Ronald Rowe, Chairman Community Development Commission **TYPE:** Resolution

### SUBMITTED BY: Daniel Schulze

DEPARTMENT: Police Department



# **DESCRIPTION:**

<u>Consideration of a Resolution Approving an Intergovernmental Agreement Between the Village of Bensenville</u> and Bensenville School District 2 to Provide a School Resource Officer for the 2021-2022 School Year

### <u>SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:</u> <u>SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:</u>

X X

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

| COMMITTEE ACTION: | DATE:    |  |  |
|-------------------|----------|--|--|
|                   | 09-21-21 |  |  |

# BACKGROUND:

The Bensenville Police Department enters into an Intergovernmental Agreement yearly with School District 2 to provide a School Resource Officer. This is for the 2021-2022 school year.

# **KEY ISSUES:**

Bensenville School District 2 feels it necessary to maintain a Resource Office for the District needs. The school district is responsible for the officer's annual salary and expenses.

# ALTERNATIVES:

Discretion of the Committee of the Whole.

# **RECOMMENDATION:**

Staff recommends approval of the Resolution Approving an Intergovernmental Agreement Between the Village of Bensenville and Bensenville School District 2 to Provide a School Resource Officer for the 2021-2022 School Year.

# **BUDGET IMPACT:**

\$99,897.00 paid by the School District towards salary and expenses.

# **ACTION REQUIRED:**

Approval of the Resolution Approving an Intergovernmental Agreement Between the Village of Bensenville and Bensenville School District 2 to Provide a School Resource Officer for the 2021-2022 School Year.

### ATTACHMENTS:

| Description                        | <u>Upload Date</u> | <u>Туре</u>       |
|------------------------------------|--------------------|-------------------|
| District 2 IGA                     | 8/31/2021          | Exhibit           |
| School Resource Officer Resolution | 8/31/2021          | Resolution Letter |

# INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE VILLAGE OF BENSENVILLE AND BENSENVILLE ELEMENTARY SCHOOL DISTRICT No. 2

This agreement is made and entered into this 4th day of August, 2021, by and between the VILLAGE OF BENSENVILLE, DuPage and Cook Counties, Illinois ("the Village"), and the BOARD OF EDUCATION OF BENSENVILLE ELEMENTARY SCHOOL DISTRICT NO. 2, DuPage County, Illinois ("the School District").

#### WITNESSETH:

WHEREAS, Article VII, Section 10 of the Illinois Constitution provides that units of local government and school districts may contract to share services through intergovernmental agreements; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5/ILCS 220/1, et seq.) provides that public agencies may share powers through intergovernmental agreements; and

WHEREAS, the Village is a unit of local government (as defined in Article VII, Section 10 of the Illinois Constitution) and a public agency (as defined in Section 2 of the Illinois Intergovernmental Cooperation Act), and the School District is a school district (as identified in Article VII, Section 10 of the Illinois Constitution) and a public agency (as defined in Section 2 of the Illinois Intergovernmental Cooperation Act); and

WHEREAS, the School District desires to have a police officer (hereinafter referred to as a "Resource Officer") posted at the School District's schools during the school year; and

WHEREAS, the Village has determined it to be appropriate to provide the services of a Resource Officer at the School District's schools;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Village and School District agree as follows:

#### 1. PAYMENT:

a. The School District hereby agrees to reimburse the Village for a percentage of the salary and benefits of one Resource Officer, calculated at a daily rate. In addition, the School District hereby agrees to reimburse the Village for a percentage of the Resource Officer's annual uniform allowance, calculated at a daily rate. The School District also hereby agrees to reimburse the Village for a percentage of the cost of the Resource Officer's squad car, calculated at a daily rate. These Annual Costs are depicted in Exhibit A.

- b. The daily rate shall be calculated by calculating 70% of the Resource Officer's total salary, benefits and equipment divided by the total number of school days. This daily rate will be used to determine the reimbursable amount for full inschool learning days. For hybrid learning days, 60% of the daily rate will be used to calculate the reimbursable amount or those days. These calculations are depicted in Exhibit B.
- c. The School District agrees to submit payment for its reimbursement obligations relating to Annual Costs, as follows: During each school year, said payment for the school year shall be made in four equal installments, on September 1, November 1, January 1, and March 1.
- d. Additional Expenditures shall be invoiced to the School District by the Village. Upon receipt by the School District of an invoice for an Additional Expenditure, the School District shall reimburse the Village within 30 (thirty) days of receipt of said invoice.
- 2. SERVICES: The Village shall assign one Resource Officer to the School District's schools during the scheduled school year. The Resource Officer shall be present for all days of student attendance and three additional in-service days, for a total of 174 days. The Resource Officer shall be assigned to the School District's schools from Tuesday through Friday from 7:00 AM until 3:00 PM on full in school days or from 7:00 AM to 12:00 PM on hybrid learning days. The hours may change as mutually agreed on by the School District and the Village. If the School District needs the Resource Officer adjust his or her hours to meet a specific need such as to testify at student discipline or expulsion hearings, the Resource Officer's hours shall be adjusted accordingly. There shall be no additional charge to the School District for the change.
- 3. INDEMNIFICATION:
  - a. The Village agrees to indemnify, defend, and hold harmless the School District and its board members, employees, volunteers, and agents, from and against any claims, demands, complaints, judgments, fines, damages, penalties, liabilities, costs and expenses (including reasonable attorney fees), arising from or caused by, in whole or in part, the intentional or negligent acts or omissions of the Village or the Resource Officer or any other employee, volunteer or agent of the Village, except to the extent that such claims, demands, complaints, judgments, fines, damages, penalties, liabilities, costs and/or expenses arise from or are caused by the intentional or negligent acts or omissions of the School District or its employees, volunteers or agents.
  - b. The School District agrees to indemnify, defend, and hold harmless the Village and its board members, employees, volunteers, and agents, from and against any claims, demands, complaints, judgments, fines, damages, penalties, liabilities, costs and expenses (including reasonable attorney fees), arising from or caused by, in whole or in part, the intentional or negligent acts or omissions of the School District or any other employee, volunteer or agent of the School District, except to the extent that such claims, demands, complaints, judgments, fines, damages, penalties, liabilities, costs and/or expenses arise from or are caused by the

intentional or negligent acts or omissions of the Village or the Resource Officer or any other employee, volunteer or agent of the Village.

- c. The Village and the School District are not limiting or waiving any rights or available defenses, including those under the Tort Immunity Act.
- 4. PURPOSE/EMPLOYMENT: The overall purpose of the Resource Officer shall be to assist other school officials in maintaining a proper educational environment for the School District's students. However, the Resource Officer is and shall remain an employee of the Village, and shall be supervised through the Police Department. All activities of the Resource Officer shall be undertaken as an employee of the Village, pursuant to all applicable laws and Police Department rules and regulations.
- 5. ADDITIONAL SERVICES: The posting of a Resource Officer does not relieve the Village from providing such police protection or police services as may be necessary from time to time in exercise of its police power for protection of health, safety, and welfare of the public.
- 6. ENTIRE AGREEMENT: This instrument contains the entire Agreement between the parties, and no statements, promises, or inducements made by either party that is not contained within the body of this written Agreement shall be valid or binding; and this Agreement may not be modified or amended, except in writing signed by the parties and endorsed hereon.
- 7. NOTICES: For purposes of notice, the addresses of the parties are as follows:

With copies to: Chief of Police Bensenville Police Department 345 E. Green St. Bensenville, IL 60106 If to the School District: Superintendent Bensenville Elementary School District No. 2 210 S. Church Rd.. Bensenville, IL 60106

With copies to: Chief Financial Officer Bensenville Elementary School District No. 2 210 S. Church Rd.. Bensenville, IL 60106

8. GOVERNING LAW: It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance.

- 9. SEVERABILITY: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portion or provisions shall not be affected and the rights and obligations of the parties shall be enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 10. EFFECTIVE DATE/TERMINATION: This Agreement shall take effect on the 1st day of August, 2021, and shall continue in force and govern all transactions between the parties here for one (1) year or until cancelled or terminated by either party; but it is agreed that either party shall have the privilege to cancel and annul this Agreement for any reason or no reason sixty (60) days after providing the other party by written notice by registered mail or personal delivery of notice to the other party evidencing the intention to terminate this Agreement.

IN WITNESS WHEREOF, the Village and the School District have caused this Agreement to duly executed on the dates set forth below.

#### VILLAGE OF BENSENVILLE

BY:

DATE:

Village President, Frank DeSimone

Attest:

Village Clerk, Nancy Quinn

BOARD OF EDUCATION OF BENSENVILLE **ELEMENTARY SCHOOL DISTRICT NO. 2** 

BY: <u>Modelly Edp</u> DATE: <u>8-4-21</u> President Dr. Chris McCullough

ATTEST:

Rupa Secretary Marisol Lev

# EXHIBIT A

# COST OF RESOURCE OFFICER

2021-2022 Annual Salary and Benefits of Resource Officer: <u>\$134,567</u>

2021-2022 Annual Equipment Cost (squad car) of Resource Officer: \$7,143

2021-2022 Uniform Cost for Resource Officer: \$1,000

Total annual salary, benefits, equipment and uniform of Resource Officer: \$142,710

4

70% of Total: \$99,897

-

### EXHIBIT B

# DAILY RATE CALCULATIONS

# (Total annual salary, benefits, equipment and uniform cost of Resource Officer) x 70% Total number of days

Daily rate x 60% = Hybrid learning daily rate

# <u>(142,710 x .70)</u> 174

Full day in-school learning daily rate = \$574

Hybrid learning daily rate  $(571 \times .60) = $344$ 

# RESOLUTION NO\_\_\_\_\_

# RESOLUTION AUTHORIZING INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE VILLAGE OF BENSENVILLE AND BENSENVILLE ELEMENTARY SCHOOL DISTRICT No. 2 FOR A SCHOOL RESOURCE OFFICER

WHEREAS, Article VII, Section 10 of the Illinois Constitution provides that units of local government and school districts may contract to share services through intergovernmental agreements; and

WHEREAS, the Village is a unit of local government (as defined in Article VII, Section 10 of the Illinois Constitution) and a public agency (as defined in Section 2 of the Illinois Intergovernmental Cooperation Act), and the School District is a school district (as identified in Article VII, Section 10 of the Illinois Constitution) and a public agency (as defined in Section 2 of the Illinois Intergovernmental Cooperation Act); and

WHEREAS, the School District desires to have a police officer (hereinafter referred to as a "Resource Officer" posted at the School District's schools during the school year; and

WHEREAS, the Village has determined it to be appropriate to provide the services of a Resource Officer at the School District's schools;

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 Board authorizes and approves this Resolution authorizing the Intergovernmental Agreement between the Village of Bensenville and the Bensenville Elementary School District 2 to provide a resource officer to the school.

**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 \_\_\_\_\_ 2021.

APPROVED

Frank DeSimone, Village President

ATTEST: \_\_\_\_\_ Nancy Quinn, Village Clerk

Ayes:\_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

TYPE:

#### SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works **DATE:** <u>September 21, 2021</u>

### **DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Professional Services Agreement with Strand Associates for the York Road (LS-10) Lift Station Improvements in the Not-to-Exceed amount of \$119,000

\_\_\_\_\_

# SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

- X Financially Sound Village
- X Quality Customer Oriented Services
- X Safe and Beautiful Village

X Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors

### COMMITTEE ACTION:

COW

DATE: September 21, 2021

# BACKGROUND:

Conveyance and treatment of domestic waste is one of the core services provided by the Village to its residents, institutions and businesses. The Village owns and operates approximately 62 miles of sanitary sewers throughout its six square mile area. These sewers help convey the domestic waste to the Wastewater Treatment Plant where the waste is treated prior to being discharged. The Village also owns and operates eighteen (18) sanitary lift stations as part of its conveyance network. The lift stations are critical part of sanitary sewer conveyance system that help pump the domestic waste. The Village also maintains and operates two storm lift stations at Redmond Reservoir and Lyons Park.

On May 29, 2019, the Village Board authorized an agreement to perform lift station assessment study. The purpose of the study was to identify the need of each lift stations which will also provide a recommended improvement plan to incorporate within the Village's capital investment program. Based on the assessment performed as part of the study as well as maintenance needs identified by the Village staff at each lift station, York Rd (LS-10) has been identified as a key lift station that is in need of upgrades. The lift station is 50+ years old and serves a significant tributary areas.

Strand and Associates performed design engineering for the project. The project initially included the Thomas-Foster (LS-15) lift station as part of the design and anticipated construction. On March 25, 2021, the combined lift station project was bid with the LS-15 listed as an alternate bid. Only one bidder submitted bids and the bids were well above our budgeted amount. The Village Board rejected bids.

Based on the analysis of the bids, there was a large discrepancy between the engineer's estimate for bypass pumping and what was included in the bid. After research into the bid cost, it was determined that the need to "babysit" the pumps for bypass pumping could be removed if we removed it from the bid and took on some of the risk involved. So the engineer removed bypass pumping, eliminated Thomas-Foster (LS-15) and rebid the project. The Village will need to secure a separate contract with a pumping firm to account for the bypass pumping.

### **KEY ISSUES:**

In 2017, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide design, construction, stormwater and wastewater engineering services for the upcoming years. Strand Associates, Inc (Strand) is one of the short listed firms to provide wastewater engineering services.

The Village requested a proposal from Strand Associates to perform construction-engineering services for this project. Strand brings forth a very experienced project team that has successfully provided similar services for the WWTP upgrades as well as the Supreme / Spruce Lift Station Project. The proposed assignment scope includes part time onsite inspection, shop-drawing reviews, SCADA updates, conduct progress meetings,

review and recommend pay estimate approvals, documentation and record drawings.

Strand's original proposed work effort and fee total was for \$128,000. After negotiations, the fees are reduced to \$119,000, resulting in savings of \$9,000.

### ALTERNATIVES:

Discretion of the Committee.

### **RECOMMENDATION:**

Staff recommends approval of the professional services contract with Strand.

## **BUDGET IMPACT:**

In CY2021, there is \$119,000.00 budgeted in account 51080870-596000 for construction engineering services.

# **ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of a Professional Services Agreement with Strand Associates for the York Road (LS-10) Lift Station Improvements in the Not-to-Exceed amount of \$119,000.

#### ATTACHMENTS:

| <b>Description</b>                | <u>Upload Date</u> | <u>Type</u>       |
|-----------------------------------|--------------------|-------------------|
| Resolution                        | 9/7/2021           | Resolution Letter |
| Construction Engineering Proposal | 9/7/2021           | Backup Material   |
| Location Map - LS10               | 4/20/2021          | Backup Material   |

### **RESOLUTION NO.**

# AUTHORIZING THE AWARD OF A CONSTRUCTION ENGINEERING SERVICE AGREEMENT WITH STRAND ASSOCIATES, INC FOR THE YORK RD (LS-10) LIFT STATION IMPROVEMENTS PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$119,000

WHEREAS the Village of Bensenville owns and operates approximately sixtytwo (62) miles of sanitary sewer conveyance system; and

WHEREAS the Village owns and operates eighteen (18) sanitary lift stations that are part of the sanitary conveyance system; and

WHEREAS the lift stations are in integral part of the conveyance system; and

WHEREAS the Village finished up a lift station assessment study in 2019; and

WHEREAS based on the study as well as staff reports the York Road (LS-10) Lift Station is in need of upgrades; and

WHEREAS the Village has an approved short list of firms to provide wastewater engineering services; and

WHEREAS Strand Associates, Inc. (Strand) is one of the short listed firms; and

WHEREAS Strand has an extensive amount of experience working on wastewater related projects; and

WHEREAS Strand had provided design and construction services for the Village's WWTP upgrades as well as the Supreme / Spruce Lift Station Projects; and

WHEREAS the Village staff feel confident of hiring Strand for the proposed construction engineering services due to their knowledge and familiarity of similar projects; and

WHEREAS the Village requested a proposal from Strand; and

WHEREAS after negotiations the total cost proposal received is in the not-toexceed amount of \$119,000.

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.

<u>SECTION TWO</u>: The Village Board authorizes the Execution of a Construction Engineering Services Agreement with Strand Associates, Inc. for the York Rd (LS-10) Lift Station Improvements Project in the not-to-exceed amount of \$119,000.

<u>SECTION THREE</u>: 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.

<u>SECTION FOUR</u>: This Resolution shall take effect immediately upon its passage and approval as provided by law.

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, this 28<sup>th</sup> day of September, 2021.

APPROVED:

Frank DeSimone Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_





Strand Associates, Inc.® 126 North Jefferson Street, Suite 350 Milwaukee, WI 53202 (P) 414.271.0771

August 30, 2021

Village of Bensenville 717 East Jefferson Street Bensenville, IL 60106

Attention: Mr. Mehul T. Patel, P.E., CFM, Assistant Director of Public Works

Re: Agreement for Bidding- and Construction-Related Services York Road Lift Station (LS-10) Improvements

This is an Agreement between the Village of Bensenville, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.<sup>®</sup>, hereinafter referred to as ENGINEER, to provide engineering services (Services) for the York Road Lift Station (LS-10) Improvements project. This Agreement shall be in accordance with the following elements.

#### Scope of Services

ENGINEER will provide the following Services to OWNER.

- 1. Prepare final Bidding Documents to rebid York Road (LS-10) and Thomas Foster (LS-15) Lift Station Improvements project with York Road Lift Station (LS-10) as a standalone project previously designed by ENGINEER. Modify Bidding Documents to remove Thomas Foster (LS-15) project and indicate bypass pumping around LS-10 shall be provided by OWNER.
- 2. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
- 3. Prepare addenda and answer questions during bidding.
- 4. Attend bid opening, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.
- 5. Prepare three sets of Contract Documents for signature.
- 6. Prepare conformed construction documents after bidding.
- 7. Assist OWNER in communicating with a contractor for bypass pumping services.
- 8. Provide contract administration services including attendance at preconstruction conference, review of contractor's shop drawing submittals, review of contractor's periodic pay requests, attendance at five construction progress meetings, periodic site visits, and participation in project closeout.
- 9. Provide resident project representative for up to 40 hours a week for up to five weeks of full-time observation of construction and 20 hours a week for up to seven weeks of part-time observation of construction.

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Village of Bensenville Page 2 August 30, 2021

- 10. Provide updates to the existing supervisory control and data acquisition system human-machine interface graphics at the wastewater treatment plant to reflect lift station improvements at LS-10.
- 11. Provide record drawings in electronic format from information compiled from contractor's records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER.

#### Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

- 1. Additional and Extended Services during construction made necessary by:
  - a. Work damaged by fire or other cause during construction.
  - b. A significant amount of defective or neglected work of any contractor.
  - c. Prolongation of the time of the construction contract.
  - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.

- 2. <u>Additional Site Visits and/or Meetings</u>: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
- 3. <u>Archaeological or Botanical Investigations</u>: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
- 4. <u>Flood Studies</u>: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
- 5. <u>Geotechnical Engineering</u>: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant.
- 6. <u>Land and Easement Surveys/Procurement</u>: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
- 7. <u>Preparation for and/or Appearance in Litigation on Behalf of OWNER</u>: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
- 8. <u>Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure</u> <u>Substitutions Proposed by Contractor</u>: The terms of the construction Contract call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included in the scope of this Agreement. Services of this type by ENGINEER will be provided through an amendment to this Agreement.
- 9. <u>Revising Designs, Drawings, Specifications, and Documents</u>: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.

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Village of Bensenville Page 3 August 30, 2021

- 10. <u>Services Furnished During Readvertisement for Bids, if Ordered by OWNER</u>: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
- 11. <u>Services Related to Buried Wastes and Contamination</u>: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

#### Compensation

OWNER shall compensate ENGINEER for Services on an hourly rate basis plus expenses an estimated fee of \$119,000.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

#### Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of August 30, 2021. Services are scheduled for completion on June 30, 2022.

#### Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

#### **OWNER's Responsibilities**

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.

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Village of Bensenville Page 4 August 30, 2021

- 2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
- 3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
- 4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
- 5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
- 6. Provide all legal services as may be required for the development of this project.
- 7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations. OWNER's soils consultant shall provide all necessary geotechnical testing during construction. OWNER's soils consultant shall notify OWNER and ENGINEER of any geotechnical testing indicating any materials that are not in accordance with the Contract Documents (nonconforming materials) and if any nonconforming materials have been incorporated into the work.
- 8. Pay all permit and plan review fees payable to regulatory agencies.

#### **Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

#### **Observation Services**

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

#### **Payment Requests**

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

#### Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

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Village of Bensenville Page 5 August 30, 2021

- 2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
- 3. If there is a modification of Illinois Environmental Protection Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

#### **Extension of Services**

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

#### Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

#### Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

#### Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

#### **Third-Party Beneficiaries**

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

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Village of Bensenville Page 6 August 30, 2021

#### **Dispute Resolution**

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

#### **Terms and Conditions**

The terms and conditions of this Agreement will apply to the Services defined in the Scope of Services. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

**OWNER:** 

VILLAGE OF BENSENVILLE

STRAND ASSOCIATES, INC.®

M Bualin 3/31/2021 Date

Joseph M. Bunker Corporate Secretary

Evan Summers Village Manager

Date



TYPE:

# SUBMITTED BY:

<u>Resolution</u>

<u>Joe Caracci</u>

DEPARTMENT: Public Works DATE: September 21, 2021

### **DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Contract with Independent Mechanical Industries, Inc. for the York Road (LS-10) Lift Station Improvements in the Not-to-Exceed amount of \$1,016,255

# SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

\_\_\_\_\_

- X Financially Sound Village
- X Quality Customer Oriented Services
- X Safe and Beautiful Village

X Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors

### COMMITTEE ACTION:

COW

DATE: September 21, 2021

# BACKGROUND:

Conveyance and treatment of domestic waste is one of the core services provided by the Village to its residents, institutions and businesses. The Village owns and operates approximately 62 miles of sanitary sewers throughout its six square mile area. These sewers help convey the domestic waste to the Wastewater Treatment Plant where the waste is treated prior to being discharged. The Village also owns and operates eighteen (18) sanitary lift stations as part of its conveyance network. The lift stations are critical part of sanitary sewer conveyance system that help pump the domestic waste. The Village also maintains and operates two storm lift stations at Redmond Reservoir and Lyons Park.

On May 29, 2019, the Village Board authorized an agreement to perform lift station assessment study. The purpose of the study was to identify the need of each lift stations which will also provide a recommended improvement plan to incorporate within the Village's capital investment program. Based on the assessment performed as part of the study as well as maintenance needs identified by the Village staff at each lift station, York Rd (LS-10) has been identified as a key lift station that is in need of upgrades. The lift station is 50+ years old and serves a significant tributary areas.

Strand and Associates performed design engineering for the project. The project initially included the Thomas-Foster (LS-15) lift station as part of the design and anticipated construction. On March 25, 2021, the combined lift station project was bid with the LS-15 listed as an alternate bid. Only one bidder submitted bids and the bids were well above our budgeted amount. The Village Board rejected bids.

Based on the analysis of the bids, there was a large discrepancy between the engineer's estimate for bypass pumping and what was included in the bid. After research into the bid cost, it was determined that the need to "babysit" the pumps for bypass pumping could be removed if we removed it from the bid and took on some of the risk involved. So the engineer removed bypass pumping, eliminated Thomas-Foster (LS-15) and rebid the project. The Village will need to secure a separate contract with a pumping firm to account for the bypass pumping.

### **KEY ISSUES:**

The York Rd (LS-10) Lift Station Rehabilitation Project was re-advertised on August 5, 2021 with a bid opening on August 26, 2021. Two (2) bids were received for the project. Below are the results of the recent bid opening.

| Company                   |            | Base Bid       | Alternate 1  | Total Bid (Base + Alt.) |
|---------------------------|------------|----------------|--------------|-------------------------|
| Independent               | Mechanical | \$958,000.00   | \$58,255.00  | \$1,016,255.00          |
| Industries, Inc.          |            |                |              |                         |
| Martam Construction, Inc. |            | \$1,347,880.00 | \$65,000.00  | \$1,412,880.00          |
| Engineer's Estimate       |            | \$1,225,000.00 | \$125,000.00 | \$1,350,000.00          |

Staff would like to move forward with both the base bid and the alternate (lining of the wet well).

Strand has worked on projects with IMC in the past and recommends approval of the contract.

# ALTERNATIVES:

Discretion of the Committee.

## **RECOMMENDATION:**

Staff recommends approval of award of base bid plus alternate.

### **BUDGET IMPACT:**

In FY-2021, there is \$988,000.00 budgeted in account 51080870-596000. Due to lower than expected expenditures on some projects, there are ample funds available in the Capital - Utility fund to cover the overage

# **ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of a Contract with Independent Mechanical Industries, Inc. for the York Road (LS-10) Lift Station Improvements in the Not-to-Exceed amount of \$1,016,255.

### ATTACHMENTS:

| <b>Description</b>  | <u>Upload Date</u> | <u>Type</u>       |
|---------------------|--------------------|-------------------|
| Resolution          | 9/7/2021           | Resolution Letter |
| Bid Proposal - IMC  | 9/3/2021           | Backup Material   |
| Location Map - LS10 | 4/20/2021          | Backup Material   |

### **RESOLUTION NO.**

# AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT WITH INDEPENDENT MECHANICAL INDUSTRIES, INC. FOR THE YORK RD (LS-10) LIFT STATION IMPROVEMENTS PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$1,016,255

WHEREAS the Village of Bensenville owns and operates approximately sixtytwo (62) miles of sanitary sewer conveyance system; and

WHEREAS the Village owns and operates eighteen (18) sanitary lift stations that are part of the sanitary conveyance system; and

WHEREAS the lift stations are in integral part of the conveyance system; and

WHEREAS the Village finished up a lift station assessment study in 2019; and

WHEREAS based on the study as well as staff reports the York Road (LS-10) Lift Station is in need of upgrades; and

WHEREAS this project was advertised on August 5, 2021 with a bid opening on August 26, 2021; and

WHEREAS Independent Mechanical Industries, Inc. submitted the lowest responsible bid (with Alternate) in the amount of \$1,016,25.

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.

<u>SECTION TWO</u>: The Village Board authorizes the execution of a construction contract with Independent Mechanical Industries, Inc. for the York Rd (LS-10) Lift Station Improvements Project in the not-to-exceed amount of \$1,016,255.

<u>SECTION THREE</u>: 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.

<u>SECTION FOUR</u>: This Resolution shall take effect immediately upon its passage and approval as provided by law.

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, this 28<sup>th</sup> day of September, 2021.

APPROVED:

Frank DeSimone Village President

ATTEST:

| Nancy Quinn, Village Clerk | _ |      |
|----------------------------|---|------|
| AYES:                      |   | <br> |
| NAYS:                      |   | <br> |
| ABSENT:                    |   | <br> |

BIDDER: Independent Mechanical Industries, Inc.

# **BID FORMS**

YORK ROAD (LS-10) LIFT STATION IMPROVEMENTS CONTRACT 2-2021 VILLAGE OF BENSENVILLE, ILLINOIS

Prepared by:

STRAND ASSOCIATES, INC.<sup>®</sup> IDFPR No. 184-001273 910 West Wingra Drive Madison, WI 53715 www.strand.com

> Issued for Bid August 5, 2021



#### SECTION 00 41 00

### BID

### YORK ROAD (LS-10) LIFT STATION IMPROVEMENTS CONTRACT 2-2021 VILLAGE OF BENSENVILLE, ILLINOIS

#### A. <u>Table of Contents</u>

ARTICLE 1 **BID RECIPIENT** ARTICLE 2. **BIDDER'S ACKNOWLEDGEMENTS** ARTICLE 3. **BIDDER'S REPRESENTATIONS** ARTICLE 4. FURTHER REPRESENTATIONS ARTICLE 5. BASIS OF BID TIME OF COMPLETION ARTICLE 6. ARTICLE 7. ATTACHMENTS TO THIS BID ARTICLE 8. DEFINED TERMS ARTICLE 9. COMMUNICATIONS ARTICLE 10. BID SUBMITTAL

### ARTICLE 1-BID RECIPIENT

1.01 Bids to be received until 11 A.M. local time, August 26, 2021.

1.02 This Bid is submitted to: Village of Bensenville, Village Hall Attention: Cory Williamson, Deputy Village Clerk 12 South Center Street Bensenville, IL 60106

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### ARTICLE 2-BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for <u>85</u> days after the Bid opening or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

2.02 Bidder will sign and deliver the required number of counterparts of the Agreement with the bonds, insurance certificates and other documents required by the Bidding Requirements within <u>15</u> days after the date of OWNER's Notice of Award.

#### ARTICLE 3-BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following addenda:

Section 00 41 00-1 3657.022/2-2021

| Date:           | Addendum Number: |
|-----------------|------------------|
| August 20, 2021 | 1                |
| August 24, 2021 | 2                |
|                 |                  |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work for which this Bid is submitted.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

### ARTICLE 4-FURTHER REPRESENTATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and,

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of OWNER, (b) to establish bid prices at artificial noncompetitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish bid prices at artificial noncompetitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### ARTICLE 5-BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The following abbreviations may be used in this Bid:

| CIP   | - | Complete in Place         | LS   | - | Lump Sum                  |
|-------|---|---------------------------|------|---|---------------------------|
| CY    | - | Cubic Yard                | LT   | - | Left                      |
| DI    | - | Ductile Iron              | MBF  | - | Thousand Board Feet       |
| DIA   | - | Diameter                  | MFOB | - | Thousand Freight-On-Board |
| EA    | - | Each                      | MH   | - | Manhole                   |
| EST   | - | Estimate(d)               | RCP  | - | Reinforced Concrete Pipe  |
| EXCL  | - | Excluding                 | RT   | - | Right                     |
| FT    | - | Feet                      | SF   | - | Square Foot               |
| GAL   | - | Gallon                    | STA  | - | Station                   |
| HERCP | - | Horizontal Elliptical RCP | SY   | - | Square Yard               |
| HRS   | - | Hours                     | Т    | - | Ton                       |
| IN    | - | Inch                      | VLF  | - | Vertical Linear Foot      |
| INCL  | - | Including                 | W/   | - | With                      |
| LBS   | - | Pounds                    | W/O  | - | Without                   |
| LF    | - | Linear Foot               |      |   |                           |

BIDDERS SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO THIS BID OR THE BID MAY BE DECLARED IRREGULAR AS NOT BEING RESPONSIVE TO THE INSTRUCTIONS TO BIDDERS. BID

#### YORK ROAD (LS-10) LIFT STATION IMPROVEMENTS CONTRACT 2-2021 VILLAGE OF BENSENVILLE, ILLINOIS

LUMP SUM BID:

Nine Hundred Fifty Eight Thousand - 9/100 Dollars \$ 958,000

See Section 01 29 00–Contract Considerations for discussion of Cash Allowances to include in the Bid.

Contract award will be made based on the Lump Sum Base Bid or Lump Sum Base Bid with any combination of Bid Alternatives selected. The price for all Base Bid Equipment items shall be included in the Lump Sum Base Bid. Bid Alternatives will be added or deducted from the Lump Sum Base Bid, if they are accepted, prior to Notice of Award being made.

OWNER reserves the right to accept or reject any Bid Alternatives to the Lump Sum Base Bid. Should OWNER wish to consider Bid Alternatives listed, Bidder may be required to provide additional information as listed in Articles 7.04 and 7.05 of the General Conditions prior to Notice of Award.

If a Bid Alternative is selected by OWNER, the awarded Contract price will include the selected Alternative(s).

Revised Section 00 41 00-5 3657.022/2-2021 (Addendum No. 1)
### **BID ALTERNATIVES**

### BID ALTERNATIVE NO. 1:

CONTRACTOR shall include in the cost of the Bid Alternative <u>ALL</u> Work associated with providing the scope listed below.

The price of 58,255.00 shall be added to the Contract Lump Sum Base Bid if OWNER elects to have CONTRACTOR install Cementitious Crystalline Waterproofing specified in Section 07 16 16 and Manhole Chemical Sealing specified in Section 33 01 32. If this Bid Alternative is selected, OWNER will provide an additional 14 days of bypass pumping in addition to the two months of bypass pumping included in the Base Bid.

### YORK ROAD (LS-10) LIFT STATION IMPROVEMENTS CONTRACT 2-2021 VILLAGE OF BENSENVILLE, ILLINOIS

### CASH ALLOWANCES

The following Cash Allowances shall be included in the Lump Sum Base Bid. The Cash Allowances for non-Lump Sum items shall be equal to the product of the quantity included in the Lump Sum Base Bid and the Unit Price. The Cash Allowances will be adjusted in the event that estimated quantities to be included in the Lump Sum Base Bid are different from final measured quantities. A single Unit Price shall be bid for each item. Failure to include one or more of the following Unit Price items may result in rejection of the entire Bid as nonconforming. For items with a quantity of 1, the Cash Allowance shall be adjusted based on actual final costs.

| ltem<br>Number | Description                                     | Estimated<br>Quantity<br>Included in the<br>Lump Sum<br>Base Bid | Unit | Bid Unit Price | Total Bid Price<br>Included<br>in the<br>Lump Sum<br>Base Bid |
|----------------|---|--|------|----------------|---|
| 1.             | Concrete Surface Repair<br>(Section 03 01 30)   | 5  | CF   | \$ 640,00      | \$ 3,200.00   |
| 2.             | Electrical Service System<br>(Section 26 21 00) | 1  | LS   | \$5,000        | \$5,000   |
| 3.             | Joint and Crack Repair<br>(Section 33 01 32)    | 25   | LF   | \$ 192.00      | \$ 4,800.00   |

### ARTICLE 6-TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete on or before May 13, 2022 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before May 27, 2022.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

### ARTICLE 7-ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of Bond or Certified Check)
- B. Bidder's Certification.
- C. Non-Collusion and Certification Statement.

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license, if applicable, within the time for acceptance of Bids.

E. Where applicable, Bidder shall provide CONTRACTOR's License Number for the state of the project, where noted at end of Bid or Bidder shall provide evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids.

### ARTICLE 8-DEFINED TERMS

8.01 The terms used in this Bid with initial or all capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### ARTICLE 9-COMMUNICATIONS

9.01 Communications concerning this Bid shall be addressed to the address of Bidder indicated below:

| <sub>Name:</sub> David W. Reynolds   |  |
|--|--|
| Street: 2671 United Lane   |  |
| City, State, Zip Code: Elk Grove Village, Illinois 60007   |  |
| Phone No.: (773) 282-4500 Fax No.: (773) 282-2046  |  |
| E-mail address: dreynolds@independentmech.com  |  |
| ARTICLE 10-BID SUBMITTAL   |  |
| Submitted on <u>August 26, 2021</u><br>State Contractor License Number (if applicable).<br>If Bidder is: |  |

Revised Section 00 41 00-8 3657.022/2-2021 (Addendum No. 1) An Individual

| By:(Individual's signature)   |
|---|
| Name (typed or printed):  |
|   |
| Doing business as:  |
| Phone No.: Fax No.:   |
| E-mail address:   |
| <u>A Partnership</u>  |
| Partnership Name:(SEAL)<br>By:  |
| (Signature of general partner attach evidence of authority to sign)   |
| Name (typed or printed):<br>Business address:   |
| Phone No.: Fax No.:   |
| E-mail address:   |
| <u>A Corporation</u>  |
| Corporation Name: Independent Mechanical Industries, Inc. (SEAL) State of Incorporation: Illinois Type (General Business Professional, Service, Limited Liability): (Teneral Business By: (Signature attach evidence of authority to sign) Name (typed or printed): David W. Reynolds |
| Title: President (CORPORATE SEAL)   |
| Attest _ Clarka   |
| Attest  |
| Phone No.: (773) 282-4500 Fax No.: (773) 282-2046   |
| E-mail address: dreynolds@independentmech.com   |
| Date of Qualification to do business in (State where the Project is located) is   |
| Sworn and subscribed to before me this<br>26th day of August, 2021<br>OFFICIAL SEAL<br>SHANNA GILLESPIE<br>NOTARY PUBLIC - STATE OF ILLINOIS<br>MY COMMISSION EXPIRES:09/26/23<br>Revised Section 00 41 00-9  |
| NOTARY PUBLIC - STATE OF ILLINOIS<br>MY COMMISSION EXPIRES:09/26/23   |

A Limited Liability Company (Note: If member-managed, an authorized member must sign; if manager-managed, the authorized manager must sign. Attach evidence of authority to sign on behalf of LLC).

| (Fill in | complete name of LLC) |                       |
|----------|-----------------------|-----------------------|
| State of | of Formation:         |                       |
|          |                       |                       |
| By:      |                       |                       |
|          | (Signature)           |                       |
|          |                       |                       |
|          |                       | _, [Member] [Manager] |
|          | (Print Name)          |                       |
|          |                       |                       |
|          | Business Address:     |                       |
|          | Telephone.:           |                       |
|          | Email                 |                       |
|          | Email:                |                       |
|          | Fax:                  |                       |
|          |                       |                       |

|   | Physical and a second |
|---|--|
|   | OFFICIAL SEAL  |
|   |  |
| Revised Section 00 41 00<br>3657.022/2-2021 (Addendum No. | 0-10<br>1)   |

### A Joint Venture

| Name of Joint Venture:   |  |
|--|--|
| First Joint Venturer Name:   | (SEAL)   |
| By:(Signature of first joint venture partner -   | e attach evidence of authority to sign)  |
| Name (typed or printed):   |  |
| Title:   |  |
| Business address:  |  |
| Phone No.: Fax N   | lo.:   |
| E-mail address:  |  |
| Second Joint Venturer Name:  | (SEAL)   |
| By:(Signature of second joint venture partner  | attach evidence of authority to sign)  |
| Name (typed or printed):   |  |
| Title:   |  |
| Business address:  |  |
| Phone No.: Fax Market Fax M | lo.:   |
| E-mail address:  |  |
| Phone No., Fax No., and postal and E-mail addres   | s for receipt of official communications:  |
| (Each joint venturer must sign. The manner of sig<br>corporation that is a party to the joint venture shou   | ning for each individual, partnership, and<br>Ild be in the manner indicated above.) |
| day of, Authoriz   | Public or Other Officer<br>zed to Administer Oaths.<br>mission expires:              |
| END OF SECTIO  | Ν  |
|  |  |

Revised Section 00 41 00-11 3657.022/2-2021 (Addendum No. 1)



(Figures)

### 10% BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

| OWNER | (Name   | and | Address,    | ): |
|-------|---------|-----|-------------|----|
| OWNER | rearine | unu | / iuui c55) | •  |

BID

Bid Due Date:

Description (Project Name- Include Location):

BOND

| Bond Number: |  |
|--------------|--|
| Date:        |  |
| Penal sum    |  |

\$ (Words) Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this

Bid Bond to be duly executed by an authorized officer, agent, or representative. BIDDER SURETY

|          | (2)  | Seal)  |          |                                 | (Seal) |
|----------|--|--------|----------|---------------------------------|--------|
| Bidder's | Name and Corporate Seal                    |        | Surety's | Name and Corporate Seal         |        |
| By:      |  |        | By:      |                                 |        |
|          | Signature                                  |        | •        | Signature (Attach Power of Atta | orney) |
|          |  |        |          |                                 |        |
|          | Print Name                                 |        |          | Print Name                      |        |
|          |  |        |          |                                 |        |
|          | Title                                      |        |          | Title                           |        |
| Attest:  |  |        | Attest:  |                                 |        |
|          | Signature                                  |        |          | Signature                       |        |
|          | Title                                      |        |          | Title                           |        |
| Note: Ad | ddresses are to be used for aiving any red | auired | notice.  |                                 |        |

Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-430, Bid Bond (Penal Sum Form). Published 2013.

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Page 1 of 2

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

- 3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

### EJCDC<sup>®</sup> C-430, Bid Bond (Penal Sum Form). Published 2013.

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| originated in copyrighted EJCDC documents remain subject to the copyright.   |
|  |

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### BIDDER'S CERTIFICATION

L David W. Reynolds (Individual having been\_duly\_sworn on oath), do depose and state\_that\_ presently reside at 2671 United Lane, Elk Grove Village, Illinois 60007 (Address), and that I am the duly authorized pr Independent Mechanical Industries, Inc. principal, agent that officer or of (Name of CONTRACTOR) and do hereby certify to OWNER, its Commissioners, officers and employees that neither I nor Independent Mechanical Industries, Inc. (Name of CONTRACTOR) are barred from bidding on the contract for which this bid is being submitted, as a result of violation of either Section 33E-3 ("Bid-rigging") or Section 33E-4 ("Bid-rotating") of Article 33E of the Criminal Code of 2012 of the State of Illinois, as amended.

(Individually and op behalf of CONTRACTOR)

Sworn and subscribed to before me this 126th day of August, 2021 Notary Public or Other Officer Authorized to Administer Oaths. My Commission expires: OFFICIAL SEAL SHANNA GILLESPIE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/26/23

### **QUALIFICATIONS STATEMENT**

### THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

### 1. **SUBMITTED BY:** Independent Mechanical Industries, Inc. Official Name of Firm: 2671 United Lane Address: Elk Grove Village, Illinois 60007 Village of Bensenville 2. SUBMITTED TO: York Road (LS-10) Lift Station Improvements 3. SUBMITTED FOR: Village of Bensenville Owner: York Road (LS-1) Lift Station Improvements **Project Name:** TYPE OF WORK: 4. CONTRACTOR'S CONTACT INFORMATION David W. Reynolds **Contact Person:** President Title: (773) 282-4500 Phone: dreynolds@independentmech.com Email:

| 5. AFFILIATED COMPANIES | 5. | AFFILIATED | COMPANIES |
|-------------------------|----|------------|-----------|
|-------------------------|----|------------|-----------|

Name:

Address:

### 6. TYPE OF ORGANIZATION:

| SOLE PROPRIETORSHIP |
|---------------------|
|---------------------|

Name of Owner:

Doing Business As:

Date of Organization:

### PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

### X CORPORATION

State of Organization:

Date of Organization:

**Executive Officers:** 

- President:

- Vice President(s):

Illinois

March 6, 1923

David W. Reynolds

Chrstopher Olson

Domingo Moreno

- Treasurer:

- Secretary:

David W. Reynolds

Christopher Olson

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### LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

### JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

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### 7. LICENSING

8.

9.

| Jurisdiction:  |   |
|--|---|
| Type of License:   |   |
| License Number:  |   |
| Jurisdiction:  |   |
| Type of License:   |   |
| License Number:  |   |
| CERTIFICATIONS   | CERTIFIED BY:   |
| Disadvantage Business Ent  | terprise:   |
| Minority Business Enterpri   | ise:  |
| Woman Owned Enterprise   |   |
| Small Business Enterprise:   |   |
| Other (  | ):  |
| BONDING INFORMATION  |   |
| Bonding Company:   | Assurance Agency  |
| Address:   | 20 North Martingale Road  |
|  | Schaumburg, Illinois 60173  |
| Bonding Agent:   | Bill Reidinger  |
| Address:   | 20 North Martingale Road  |
|  | Schaumburg, Illinois 60173  |
|  |   |
| Contact Name:  | Bill Reidinger  |
| Phone:   | (847) 463-7251  |
| Aggregate Bonding Capaci   | ty: \$75,000,000  |
| Available Bonding Capacity   | y as of date of this submittal: $\frac{445,000,060}{1000}$  |
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### 10. FINANCIAL INFORMATION

| Financial Institution: | Wheaton Bank & Trust     |
|------------------------|--------------------------|
| Address:               | 211 South Wheaton Avenue |
|                        | Wheaton, Illinois 60187  |
| Account Manager:       | Chris Van Tassel         |
| Phone:                 | (630).588-4053           |

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

### 11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES X NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

### YES X NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?



If YES, attach as an Attachment details including Project Owner's contact information.

### 12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Douglas Anderson

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) <u>OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses</u> for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - <u>IF NONE SO STATE</u>.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - <u>IF NONE SO STATE</u>.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

| YEAR | 2020 | EMR | 0.91 |
|------|------|-----|------|
| YEAR | 2019 | EMR | 0.84 |
| YEAR | DOIR | EMR | 0.24 |
| YEAR | 2017 | EMR | 0.71 |
| YEAR | 2016 | EMR | 0.68 |

Total Recordable Frequency Rate (TRFR) for the last 5 years:

| YEAR | 2020 | TRFR | 2.2  |
|------|------|------|------|
| YEAR | 2019 | TRFR | 1.8  |
| YEAR | 2018 | TRFR | 2.9  |
| YEAR | 2017 | TRFR | 2.5  |
| YEAR | 2016 | TRFR | 1,45 |

Total number of man-hours worked for the last 5 Years:

| YEAR | 2020 | TOTAL NUMBER OF MAN-HOURS | 90,648          |
|------|------|---------------------------|-----------------|
| YEAR | 2019 | TOTAL NUMBER OF MAN-HOURS | 117,524         |
| YEAR | 2018 | TOTAL NUMBER OF MAN-HOURS | 136,406         |
| YEAR | 2017 | TOTAL NUMBER OF MAN-HOURS | 111,695         |
| YEAR | 2016 | TOTAL NUMBER OF MAN-HOURS | <u>137,7</u> 61 |

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

| YEAR | 2020 | DART | $\bigcirc$ |
|------|------|------|------------|
| YEAR | 2019 | DART | 1.82       |
| YEAR | 2018 | DART | 1.4        |
| YEAR | 0017 | DART | 1.2        |
| YEAR | 2016 | DART | 1.2        |

### 13. EQUIPMENT:

### MAJOR EQUIPMENT:

List on Schedule C all pieces of major equipment available for use on Owner's Project.

### I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

| NAME OF ORGANIZATION:   | Independent Mechanical Industries, Inc.  |
|---|--|
| BY:   | President  |
| TITLE:  |  |
| DATED:  | August 26, 2021  |
| NOTARY ATTEST:<br>SUBSCRIBED AND SWORN TO BEFORE ME<br>THIS <u>26th</u> DAY OF <u>August</u> , 20 <u>21</u><br>NOTARY PUBLIC - STATE OF <u>Illinois</u><br>MY COMMISSION EXPIRES: | OFFICIAL SEAL<br>SHANNA GILLESPIE<br>NOTARY PUBLIC - STATE OF ILLINOIS<br>MY COMMISSION EXPIRES:09/26/23 |

### **REQUIRED ATTACHMENTS**

- 1. Schedule A (Current Experience).
- 2. Schedule B (Previous Experience).
- 3. Schedule C (Major Equipment).
- 4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
- 5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
- 6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
- 7. Required safety program submittals listed in Section 13.
- 8. Additional items as pertinent.

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## SCHEDULE A

| CURRENT EXPERIENCE |                        |                 |               |              |        |              |
|--------------------|------------------------|-----------------|---------------|--------------|--------|--------------|
| Project Name       | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|                    | Name:                  | Name:           |               |              |        |              |
|                    | Address:               | Company:        |               | ÷            |        |              |
|                    | Telephone:             | Telephone:      |               |              |        |              |
|                    | Name:                  | Name:           |               |              |        |              |
|                    | Address:               | Company:        |               |              |        |              |
|                    | Telephone:             | Telephone:      |               |              |        |              |
|                    | Name:                  | Name:           |               |              |        |              |
|                    | Address:               | Company:        |               |              |        |              |
|                    | Telephone:             | Telephone:      |               |              |        |              |
|                    | Name:                  | Name:           |               |              |        |              |
|                    | Address:               | Company:        |               |              |        |              |
|                    | Telephone:             | Telephone:      |               |              |        |              |
|                    | Name:                  | Name:           |               |              |        |              |
|                    | Address:               | Company:        |               |              |        |              |
|                    | Telephone:             | Telephone:      |               |              |        |              |
|                    | Name:                  | Name:           |               |              |        |              |
|                    | Address:               | Company:        |               |              |        |              |
|                    | Telephone:             | Telephone:      | 3             |              |        |              |
|                    | Name:                  | Name:           |               |              |        |              |
|                    | Address:               | Company:        |               |              |        |              |
|                    | Telephone:             | Telephone:      |               |              |        |              |
|                    |                        |                 |               |              |        |              |

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## SEE ATTACHED

### SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name Owner's Contact Person | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|-------------------------------------|------------------------|-----------------|---------------|--------------|--------|--------------|
|                                     | Name:                  | Name:           |               |              |        |              |
|                                     | Address:               | Company:        |               |              |        |              |
|                                     | Telephone:             | Telephone:      |               |              |        |              |
|                                     | Name:                  | Name:           |               |              |        |              |
|                                     | Address:               | Company:        |               | ,            |        |              |
|                                     | Telephone:             | Telephone:      |               |              |        |              |
|                                     | Name:                  | Name:           |               |              |        |              |
|                                     | Address:               | Company:        |               |              |        |              |
|                                     | Telephone:             | Telephone:      |               |              |        |              |
|                                     | Name:                  | Name:           |               |              |        |              |
|                                     | Address:               | Company:        |               |              |        |              |
|                                     | Telephone:             | Telephone:      |               |              |        |              |
|                                     | Name:                  | Name:           |               |              |        |              |
|                                     | Address:               | Company:        |               |              |        |              |
|                                     | Telephone:             | Telephone:      |               |              |        |              |
|                                     | Name:                  | Name:           |               |              |        |              |
|                                     | Address:               | Company:        |               |              |        |              |
|                                     | Telephone:             | Telephone:      |               |              |        |              |
|                                     | Name:                  | Name:           |               |              |        |              |
|                                     | Address:               | Company:        |               |              |        |              |
|                                     | Telephone:             | Telephone:      |               |              |        |              |

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INDEPENDENT MECHANICAL INDUSTRIES INC

SCHEDULE A

WORK IN PROGRESS AS OF May 31, 2021

| PHONE              | 708-862-2450   | 815-467-8868  | 708-588-4190   | 312-780-7702                                   | 219-853-6413                                  | 815-459-2020   | 219-853-6413                    | 219-853-6413                                 | 219-853-6413                     | 309-688-0416  | 630-587-0470  | 708-588-4182   | 630-668-4626   | 847-931-5604                              | 815-788-8901   | 708-246-1800   | 219-853-6413  | 773-256-3907          |
|--------------------|--|---|--|--|---|--|---------------------------------|--|----------------------------------|---|---|--|--|---|--|--|---|-----------------------|
| 1                  | 708-   | 815-  |  | 312-   | 219-  | 815-   | 219-                            | 219-   | 219-                             | 309-  |   |  |  |   | 815-   | 708-   | 219-  |                       |
|                    | President  | Superintendent  | Resident Enigeer   | Principal                                      | Superintendent                                | Superintendent   | Superintendent                  | Superintendent                               | Superintendent                   | Vice President  | Project Engineer                                      | Resident Enigeer   | Vice President   | Purchasing Director                       | Engineer   | Superintendent   | Superintendent  | Resident Enigeer      |
| 1                  | Å  | SL  | Re   | Pr   | SL  | SL   | SL                              | SL   | SL                               | </td <td>Pr</td> <td>Re</td> <td>i&gt;</td> <td>PL</td> <td>Er</td> <td>SL</td> <td>SL</td> <td></td> | Pr  | Re   | i>   | PL  | Er   | SL   | SL  |                       |
| NAME               | John Hasse   | Ryan Anderson   | David Golden   | Brandon Celya                                  | Dan Zander                                    | Daniel Langguth  | Dan Zander                      | Dan Zander                                   | Dan Zander                       | Joe Williams  | Aaron Berry   | Mark Kursell   | Mike Rendina   | Daina DeNye                               | Jeffery Leverenz   | Erin Duffy   | Dan Zander  | Edward Andruszkiewicz |
| CONTRACT<br>AMOUNT | 335,995<br>118,052 Jo  | 1,331,543 R   | 2,312,829 D  | 1,825,000 B                                    | 336,397 D                                     | 849,500 D  | 131,935 D                       | 271,515 D                                    | 95,330 D                         | 290,000 Jc  | 2,085,000 A   | 2,079,499 N  | 66,685 N   | 266,750 D                                 | 344,000 Je   | 33,500 EI  | 145,180 D   | 1,898,000 E           |
| 0                  |  | 141   |  |  |   |  |                                 |  |                                  |   |   |  |  |   |  |  |   |                       |
| JOB# PROJECT NAME  | Piping Work (50)<br>18071 Herlihy Mid/ I Dopt Pump Station #8-Desplaines<br>19058 Hasse / Hammond S.D./Headworks Pump Station Impr | 19141 Village of Minooka/ WWTP Dewatering Imoprovements | 3 MWRDGC/Calumet WRP/Gravity Concentration Tank Rehabilitation | 5 CLCJAWA-Centrifuge Replacement Project 19-13 | Hammond S.D./Headworks South Rake Replacement | 5 City of Crysta! Lake/WWTP#3 & LIFT Stat#12-MCC & Pump Rplcmt | Hammond S.D./Gas Sphere Repairs | Hammond S.D./Preliminary Dual Tank Collector | Hammond S.D./Gas Sphere Painting | Williams Bros/City of Belvidere/2018 WWTP Improvements  | 5 Glenbard WWA-2020 Biosolids Dewatering Improvements | I MWRDGC/Hanover Park/Instl of Disc Filters&Other Improvements | 21023 Trine/Fox Lake/Tall Oaks Lift Station Interconnect Phase 2 | Oity of Elgin-Aeration Piping Replacement | ) School District U-46/Hillcrest Elementary/Boiler Replacement | Village of Western Springs/WTP High Service Pump Replacement | 3 Hammond Sanitary District / Varec Biogas Waste Gas Burner |                       |
| JOB #              | 18071<br>19058   | 19141   | 20043  | 20045  | 20097   | 20105  | 20124                           | 20125  | 20131                            | 20132   | 20136   | 21021  | 21023  | 21029                                     | 21030  | 21037  | 21038   | 21044                 |

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jhasse@hasseconstruction.com ryan.adnerson@minooka.com

EMAIL

dzander@hammondsd.com

celayabj@cdmsmith.com

goldend@mwrd.org

dzander@hammondsd.com dzander@hammondsd.com

dzander@hammondsd.com

dlangguth@crystallake.org

mike@trineconstruction.com

a.berry@trotter-inc.com

joew@wbci.us

mkursell@mwrd.org

denye d@cityofelgin.org jleverenz@msa-ce.com andruszkiewicze@mwrd.org

dzander@hammondsd.com

eduffy@wsprings.com

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8/24/2021

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# SEE ATTACHED

## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| PREVIOUS EXPERIENCE (Include / | PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years) |                 |               |              |        |              |
|--------------------------------|--|-----------------|---------------|--------------|--------|--------------|
| Project Name                   | Owner's Contact Person   | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|                                | Name:  | Name:           |               |              |        |              |
|                                | Address:   | Company:        |               |              |        |              |
|                                | Telephone:   | Telephone:      |               |              |        |              |
|                                | Name:  | Name:           |               |              |        |              |
|                                | Address:   | Company:        |               |              |        |              |
|                                | Telephone:   | Telephone:      |               |              |        |              |
|                                | Name:  | Name:           |               |              |        |              |
|                                | Address:   | Company:        |               |              |        |              |
|                                | Telephone:   | Telephone:      |               |              |        |              |
|                                | Name:  | Name:           |               |              |        |              |
|                                | Address:   | Company:        |               |              |        |              |
|                                | Telephone:   | Telephone:      |               |              |        |              |
|                                | Name:  | Name:           |               |              |        |              |
|                                | Address:   | Company:        |               |              |        |              |
|                                | Telephone:   | Telephone:      |               |              |        |              |
|                                | Name:  | Name:           |               |              |        |              |
|                                | Address:   | Company:        |               |              |        |              |
|                                | Telephone:   | Telephone:      |               |              |        |              |
|                                | Name:  | Name:           |               |              |        |              |
|                                | Address:   | Company:        |               |              |        |              |
|                                | Telephone:   | Telephone:      |               |              |        |              |
|                                |  |                 |               |              |        |              |

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# ACQUIRED VALUE CONDITION **PURCHASE DATE** ITEM

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

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SCHEDULE B

# **Construction Project completed in the past five years**

| Name of Project  | Owner & Address  | Architect/Engineer                                   | Contra | Contract Amount | Date of<br>Completion | Type of Work                       |
|--|--|--|--------|-----------------|-----------------------|------------------------------------|
| Mainstream Pumping Station   | Metropolitian Water Reclamation<br>Distrist of Greater Chicago<br>100 East Erie Street<br>Chicago, Illinois 60007<br>Bruce Sullivan (708) 616-9562 |  | ÷      | 1,125,304.00    | 12/2018               | Seal Water System<br>Modifications |
| Maine East & South High Schools  | Maine Township HS SD207<br>1177 South Dee Road<br>Park Ridge, Illinois 60068   | Elara Energy<br>Services, Inc.                       | \$     | 320,124.00      | 07/2019               | Chilled Water Piping               |
| Causo/Shepard/Walden School  | Deerfield Puclic SD 109<br>517 Deerfield Road<br>Deerfield, Illinois<br>Charles Privett (847) 945-1844   | Green Associates<br>Andrew Jose<br>(847) 317-0852    | φ      | 522,901.00      | 11/2019               | Boiler Upgrades                    |
| Deerfield Puclic SD 109<br>517 Deerfield Road<br>Deerfield, Illinois<br>Kipling/ South Park/ Wilmot Schools Charles Privett (847) 945-1844 | Deerfield Puclic SD 109<br>517 Deerfield Road<br>Deerfield, Illinois<br>Charles Privett (847) 945-1844   | Green Associates<br>Andrew Jose<br>(847) 317-0852    | ÷      | 770,418.00      | 11/2020               | Boiler Upgrades                    |
| Fox River WRD  | Fox River WRD<br>1957 N La Fox St<br>South Elgin, Illinois 60177<br>James Kerrigan (847) 742-2068  | Strand Associates<br>Aaron Eicher<br>(608) 251-2129  | \$     | 1,537,156.00    | 12/2020               | Building 13 Boiler<br>Work         |
| Medline, Inc.  | Medline, Inc<br>1160 South Northpoint Blvd<br>Waukegan, Illinois<br>Jasper Titus (847) 837-2784  | Direct Steel, LLC<br>Scott Bourbon<br>(815) 444-8844 | ÷      | 153,700.00      | 1/2020                | Chiller Replacement                |
| Village of Algonquin   | Village of Algonquin<br>125 Wilbrandt Road<br>Algonquin, Illinois 60102<br>Jason Meyer (847) 568-2754  |  | ک<br>ک | 2,100,000.00    | 02/2020               | MCC Replacement<br>& HSP Motors    |

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|                               | Metropolitian Water Reclamation<br>Distrist of Greater Chicago                      |                                    |                 |              |         |   |
|-------------------------------|---|------------------------------------|-----------------|--------------|---------|---|
|                               | 100 East Erle Street<br>Chicago, Illinois 60007                                     |                                    |                 |              |         |   |
| Stickney WRP                  | Ben Glinoga (708) 588-3761  |                                    | Ş               | 6,660,000.00 | 03/2020 | Aeration Tanks                              |
|                               | Village of Huntley<br>10987 Main Street   |                                    |                 |              |         |   |
| Village of Huntley            | Huntley, IL 60142<br>Adrian Pino (847) 812-9789                                     |                                    | Ф               | 2,940,000.00 | 03/2020 | East & West WWTF<br>Upgrades                |
|                               | Fox River WRD<br>1957 N La Fox St   | Strand Associates                  |                 |              |         |   |
| Fox River WRD                 | South Elgin, Illinois 60177<br>James Kerrigan (847) 742-2068                        | Aaron Eicher<br>(608) 251-2129     | Ь               | 1,988,000.00 | 10/2017 | Building 45<br>Imrpovements                 |
| Village of Carpentersville    | Village of Carpentersville<br>1080 Tamarac Drive<br>Carpentersville, IL 60110       |                                    | ф               | 358,795.00   | 3/2019  | Chemical Feed<br>System Addition            |
| Thieneman - Citv of Evannston |   | Thieneman<br>Construction          | <del>.</del> 69 | 48.028.00    | 5/2021  | Clearwell 9<br>Replacemet Project           |
| Fervalue USA                  | Fervalue USA<br>3401 Mount Prospect Road<br>Frankline Park, Illinois 60131          | Thieneman<br>Construction          | \$              | 120,652.00   | 5/2021  | Proide 85,000 PPH<br>Water Treatment        |
| Village of Plainfield         | Village of Plainfield<br>24401 West Lockport Street<br>Plainfield, Illinois 60544 - | Baxter & Woodman<br>Raymond Koenig | \$              | 277,165.00   | 5/2021  | WWTF 2020 Raw<br>Sewage Pump<br>Replacement |
|                               | •   |                                    |                 |              |         |   |

page 2

1. By submission of the Bid, each Bidder and, in the case of a joint Bid, each party to the joint Bid certifies as to his or her own organization, that in connection with the Bid:

a. The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other bidder or with any competitor;

b. Unless otherwise required by law, the prices quoted in the Bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to Bid opening; and

c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or withhold a Bid for the purpose of restricting competition. Also, each Bidder shall submit a certification regarding compliance with Article 33 E-11 of the Illinois Criminal Code of 2012 [720 ILCS 5/33 E-11]; and

- 2. Each person signing the Bid shall certify that (check one):
  - --- He/she is the person in the Bidder's organization responsible for the decision as to the prices being bid and that he/she has not participated, and will not participate, in any action contrary to 1.a. through 1.c.; or
  - --- He/she is not the person in the Bidder's organization responsible for the decision as to the prices being bid but that he/she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to 1.a. through 1.c., and as their agent shall so certify. He/She shall also certify that he/she has not participated, and will not participate, in any action contrary to 1.a. through 1.c.

08/26/2021 Signature of Authorized Representative Date

David W. Reynolds - President

Typed Name and Title of Authorized Representative

| Sworn and subscribed to before me this<br>126thday of August, 2021 | Nota<br>Auth<br>My C |
|--|----------------------|
| monterenterenter   |                      |
| OFFICIAL SEAL  |                      |
| SHANNA GILLESPIE   |                      |
| STANINA OLLEOT HE  |                      |
| NOTARY PUBLIC - STATE OF ILLINOIS                                  |                      |
| MY COMMISSION EXPIRES:09/26/23                                     |                      |
|  |                      |
| Se   | ction 00             |

ry Public or Other Officer orized to Administer Oaths. Commission expires:

ection 00 45 19-1 3657.022/2-2021



### To all to whom these Presents Shall Come, Greeting:

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of* 

### Business Services. I certify that

INDEPENDENT MECHANICAL INDUSTRIES, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 06, 1923, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



### In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of APRIL A.D. 2021.

Authentication #: 2109702210 verifiable until 04/07/2022 Authenticate at: http://www.cybergriveillinois.com

SECRETARY OF STATE

Independent Mechanical Industries, Inc. Balance Sheet As of December, 2020

|                               | December    | December                   | December                               |
|-------------------------------|-------------|----------------------------|--|
|                               | 2020        | 2019                       | 2018                                   |
| ASSETS                        |             |                            | ······································ |
| Cash                          | 3,490,157   | 318,773                    | (160 744)                              |
| Accounts Receivable           | 3,078,313   | 6,338,100                  | (168,744)<br>4,499,786                 |
| Cost>Billings                 | 93,843      | 626,853                    |  |
| Other Current Assets          | 107,913     | 66,213                     | 117,640                                |
| Total Current Assets          | 6,770,225   | 7,349,939                  | 164,170<br><b>4,612,852</b>            |
|                               |             |                            |  |
| Property, Plant & Equipment   | 228,746     | 2,550,136                  | 2,647,734                              |
| Investments                   | 0           | 0                          | 211,104                                |
| Cash Surrender Value - OLI    | 0           | 0                          | 1,615,036                              |
| Other                         | 20,000      | 30,000                     | 45,300                                 |
| Prepaid Pension               |             |                            | ,,                                     |
| Total Other Assets            | 20,000      | 30,000                     | 1,871,440                              |
| Total Assets                  | 7,018,972   | 9,930,076                  | 9,132,026                              |
| LIABILITIES & EQUITY          |             |                            |  |
| Line of Credit                | 0           | E6 001                     | 272 022                                |
| Accounts Payable              | 2,240,357   | 56,801                     | 373,033                                |
| Accrued Expenses              | 115,329     | 4,926,176                  | 3,506,800                              |
| Billings > costs              | 1,343,821   | 704,210<br>779,828         | 221,151                                |
| Misc Taxes Payable            | 37,643      |                            | 759,185                                |
| Total Current Liabilities     | 3,737,150   | 68,282<br><b>6,535,297</b> | 34,682<br><b>4,894,852</b>             |
|                               |             |                            | .,                                     |
| Subordinated Debt             | 0           | 994,951                    | 962,364                                |
| Total Long Term Debt          | 0           | 994,951                    | 962,364                                |
| Common Stock                  | 19,414      | 19,414                     | 20.214                                 |
| Additional Paid in Capital    | 2,699,739   | 2,699,739                  | 20,314<br>2,843,928                    |
| Retained Earnings             | 3,537,469   | (319,326)                  |  |
| Distributions                 | (2,974,800) | (313,320)                  | 217,064                                |
| Unrealized Gain in Securities | (2,377,000) | 0                          | 0<br>193,504                           |
| Contra Pension                |             | 0                          | 193,504                                |
| Total Equity                  | 3,281,821   | 2,399,827                  | 3,274,810                              |
|                               |             |                            |  |
| Total Liability & Equity      | 7,018,972   | 9,930,076                  | 9,132,026                              |

### Document A310<sup>™</sup> – 2010

Conforms with The American Institute of Architects AIA Document 310

(Name, legal status and principal place of husiness) Fidelity and Deposit Company of Maryland 300 South Riverside Plaza, Ste. 2100

### **Bid Bond**

CONTRACTOR: (Name, legal status and address)

Independent Mechanical Industries, Inc. 4155 N. Knox Avenue Chicago, IL 60641

OWNER: (Name, legal status and address)

Village of Bensenville 12 South Center Street Bensenville, IL 60106

BOND AMOUNT: 10%

Ten Percent of Amount Bid

SURETY:

Chicago, IL 60606

Mailing Address for Notices

PROJECT:

(Name, location or address, and Project number, if any)

2-2021 York Road (LS-1)Lift Station Improvements.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of August, 2021.

nistopher Olson,

| Independent Mechanical Industries, Ind                           | 2.              |
|--|-----------------|
| (Principal)  | (Seal)          |
| By: J >W. G  |                 |
| (Title) David W. Reynolds, President                             | ND DEPOSI       |
| Fidelity and Deposit Company of Maryl                            | and - concrue c |
| (Surety)   | (Seul)          |
| By: Man Thulung C<br>(Tille) William Reidinger, Attorney-in Fact | 1890 H          |

### ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Donna M. TYLER, Hina AZAM, Karen E. BOGARD, William REIDINGER, Matthew V. BUOL, Joseph HALLERAN, Rebecca R. ALVES and Thomas GREEN, all of Schaumburg, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY oF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.** 

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6th day of July, A.D. 2020.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Vice President Robert D. Murray

Danne & Brown

Assistant Secretary Dawn E. Brown

State of Maryland County of Baltimore

On this 6th day of July, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

motore a. Dunn



Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

### EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this about the corporate seals of the said Companies, 2021.



Buan Hor

Brian M. Hodges, Vice President

### TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co. Attn: Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056


TYPE: DATE: SUBMITTED BY: DEPARTMENT: Resolution Joe Caracci Public Works September 21, 2021 **DESCRIPTION:** Consideration of a Resolution Authorizing the Execution of an Intergovernmental Agreement (IGA) between the Illinois State Toll Highway Authority (ISTHA), the County of DuPage, and the Village of Bensenville for the Construction of the Elgin O'Hare Western Access (EOWA) Contracts I-16-4669, I-20-4722, RR-21-4584, and E-04A **SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:** X Enrich the lives of Residents X Financially Sound Village Quality Customer Oriented Services Х Major Business/Corporate Center Safe and Beautiful Village X Vibrant Maior Corridors X

\_\_\_\_\_

### COMMITTEE ACTION:

COW

DATE: September 21, 2021

### **BACKGROUND:**

Illinois State Toll Highway Authority (ISTHA) is constructing improvements as it relates to the Elgin O'Hare Western Access (EOWA). The EOWA construction improvements extend the existing Elgin O'Hare expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) (to be known entirely as Illinois Route 390), and construct the Western Access connecting the Jane Adams Memorial Tollway (I-90) with the Tri-State Tollway (I-294). These improvements will be constructed under various different construction contracts over the next decade.

Some of these construction contracts will occur within the Village limits and have impacts on Village owned facilities such as right-of-way, underground utilities, roadway, etc. ISTHA will construct all the improvements that are impacted by the EOWA construction.

This is the fifth IGA being considered by the Village of Bensenville related to the EOWA Project.

### **KEY ISSUES:**

There are many entities involved with various responsibilities. An Intergovernmental Agreement is the most cooperative and appropriate document among all parties involved to clearly identify such responsibilities. This is one of the many IGAs the Village will be entering into as the improvements are being constructed. Staff has worked with the firm of HR Green (Village's reviewer), Village attorney's office and ISTHA to finalize the language of the IGA. The agreement has been approved by all parties.

The scope of work for the four ISTHA Contracts include: I-16-4669 : Illinois Route 390 and I-490 Interchange Roadway and Ramp Bridge Construction E-04A : Watermain Suppression System RR-21-4584 : Right-of-Way Fence Installation I-20-4722 : O'Hare Ramp to Westbound Illinois Route 390

A summary of the submittal history, related financial considerations, positive items included in the IGA, pending items, and a summary of recommendations can be found in the HR Green letter attached.

The overall cost of the items (all upgrades) as part of the IGA is \$185,731.74. The costs include fence upgrades, formliners, and bridge parapet staining. Invoicing of these items will take place after January 1, 2022 in order to allow time for the Village to budget for such expenses.

To date (including this IGA), the Village has agreed to enhancements totaling \$1,005,347, of which \$597,000 has been paid for using credits.

### **ALTERNATIVES:**

Discretion of the Committee.

### **RECOMMENDATION:**

Staff recommends approval of the IGA.

### **BUDGET IMPACT:**

This IGA includes improvement costs that the Village will pay to the Tollway for aesthetic improvements such as upgraded fencing, form liners, and staining on bridges over York Road. The Village will budget \$186,000 for these improvements in the CY2022 budget.

### ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of an Intergovernmental Agreement (IGA) between the Illinois State Toll Highway Authority (ISTHA), the County of DuPage, and the Village of Bensenville for the Construction of the Elgin O'Hare Western Access (EOWA) Contracts I-16-4669, I-20-4722, RR-21-4584, and E-04A.

### ATTACHMENTS:

| <b>Description</b>                          | <u>Upload Date</u> | <u>Type</u>              |
|---|--------------------|--------------------------|
| Resolution                                  | 9/7/2021           | <b>Resolution Letter</b> |
| FINAL IGA                                   | 9/14/2021          | Backup Material          |
| HR Green Recommendation                     | 9/7/2021           | Backup Material          |
| Cost Estimate Summary for Enhancements      | 9/7/2021           | Backup Material          |
| Fencing Exhibit                             | 9/7/2021           | Backup Material          |
| Roadway and Bridge Jurisdiction Map Exhibit | 9/7/2021           | Backup Material          |

### RESOLUTION NO.

### RESOLUTION APPROVING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (ISTHA), THE COUNTY OF DUPAGE, AND THE VILLAGE OF BENSENVILLE FOR THE CONSTRUCTION OF THE ELGIN O'HARE WESTERN ACCESS CONTRACTS I-16-4669, I-20-4722, RR-21-4584, AND E-04A

**WHEREAS**, the Village of Bensenville ("Village") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, the Illinois Toll Highway Authority ("Authority"), in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the existing Elgin O'Hare Expressway, extend the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) to be known entirely as Illinois Route 390, and construct the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access "EOWA"), and included in multiple Authority construction contract(s); and

WHEREAS, while the Authority will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as the "toll highway"), certain construction contracts occur within the Village and the County of DuPage's ("County") jurisdictional limits; and

WHEREAS, because of the jurisdictional issues, and others related to the scope of improvements and each governmental entity's duties and obligations relative to specific improvements which comprise the full project, the Authority, County and Village have determined it is best to enter into an Intergovernmental Agreement, in the form attached hereto and incorporated herein by reference as Exhibit A, to outline the parties' respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

**WHEREAS**, the Authority by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 *et seq.* is authorized to enter into this Agreement; and

**WHEREAS**, the County as set forth in the Counties Code, 55 ILCS 5/1-1001, *et seq.* is authorized to enter into this Agreement; and

**WHEREAS**, the Village by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this Agreement; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the "Intergovernmental Cooperation Act," 5 ILCS 220/1 *et seq*.

### 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:** That the recitals set forth above are hereby incorporated herein and made a part hereof.

**SECTION TWO:** That the Intergovernmental Agreement attached hereto as Exhibit A may still undergo some non-material amendments as the parties finalize their agreement to each other; and

**<u>SECTION THREE:</u>** That the Village President is hereby authorized to execute the Intergovernmental Agreement, in final form, on behalf of the Village, and the Village Clerk to attest thereto.

**SECTION FOUR:** That the Village Manager and such other Village officers and staff as necessary are further authorized to execute all documents and perform all other acts necessary to carry out the terms of the Intergovernmental Agreement.

**SECTION FIVE:** That all other resolutions, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, expressly repealed.

**SECTION SIX:** That 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, dated September 28, 2021.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent:\_\_\_\_\_

### INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, THE COUNTY OF DUPAGE, AND THE VILLAGE OF BENSENVILLE

This INTERGOVERNMENTAL AGREEMENT ("AGREEMENT") is entered into upon the last dated signature below, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, ("ILLINOIS TOLLWAY"), the COUNTY OF DUPAGE ("COUNTY"), a body politic and corporate of the State of Illinois, and THE VILLAGE OF BENSENVILLE, ("VILLAGE"), a municipal corporation of the State of Illinois, individually referred to as "PARTY", and collectively referred to as "PARTIES".

#### WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and continue to ensure safety to the motoring public, has improved the existing Elgin O'Hare Expressway, extended the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to Illinois Route 83, known in its entirety as Illinois Route 390, and intends to further extend Illinois Route 390 to O'Hare International Airport ("O'Hare Airport") including ramps to and from O'Hare Airport and construct I-490 connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access "EOWA"), and included in multiple ILLINOIS TOLLWAY construction contracts. The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (sometimes referred to as "Toll Highway");

WHEREAS, certain construction contracts occur within the COUNTY and VILLAGE jurisdictional limits, and this AGREEMENT includes the scope of improvements for the following ILLINOIS TOLLWAY contracts: Contract I-16-4669, Illinois Route 390 and I-490 Interchange Roadway and Ramp Bridge Construction; Contract E04-A, Watermain for Fire Suppression System; Contract RR-21-4584, Right of Way Fence Installation; and Contract I-20-4722, O'Hare Ramp to Westbound Illinois Route 390;

WHEREAS, the scope of work for the ILLINOIS TOLLWAY Contract I-16-4669 includes the construction of six directional interchange flyover ramp structures as part of the Illinois Route 390 and I-490 interchange. The work includes construction of a dry standpipe system on three of the ramp bridges to support a fire suppression system and installation of access control fencing. The contract also includes retaining walls, drainage improvements, earthwork, lighting, pavement marking, signing, landscaping and all other work necessary to complete the contract in accordance with approved plans and specifications;

WHEREAS, the scope of work for the ILLINOIS TOLLWAY Contract E04-A includes the construction of watermain along the west side of York Road from South Thorndale Avenue to Supreme Drive that includes installation of a casing under Willow Creek ("WATERMAIN"). The WATERMAIN will connect to the VILLAGE's existing watermain system at South Thorndale Avenue and at Supreme Drive. The WATERMAIN will be located on COUNTY right of way along the west side of York Road and will be located on ILLINOIS TOLLWAY right of way where it is proposed to bend to the northwest just south of Supreme Drive. The WATERMAIN will supply water to serve the dry standpipe system when required for the Illinois Route 390 and I-490 interchange ramp bridges. The contract also includes the installation of fire hydrants and all other work necessary to complete the contract in accordance with approved plans and specifications;

WHEREAS, the scope of work for the ILLINOIS TOLLWAY Contract RR-21-4584 includes access control fence installation north and south of Illinois Route 390 between Supreme Drive and York Road and all other work necessary to complete the contract in accordance with approved plans and specifications;

WHEREAS, the scope of work for the ILLINOIS TOLLWAY Contract I-20-4722 includes the construction of a two-span bridge (Structure No. 1674) that is a part of the O'Hare Ramp to westbound Illinois Route 390 ramp, retaining wall construction, fencing installation, earthwork and all other work necessary to complete the contract in accordance with approved plans and specifications;

WHEREAS, for purposes of this AGREEMENT, the above ILLINOIS TOLLWAY contracts shall together be referred to as the "PROJECT";

WHEREAS, the ILLINOIS TOLLWAY has identified the Illinois Route 390 and I-490 interchange as a priority location and is incorporating aesthetic treatments in the construction of the ramp bridge structures that include an ashlar formliner and stain on the exterior bridge parapets and an I-490 logo on the bridge columns as part of the PROJECT;

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT special formliner signage ("Village of Bensenville") on the northernmost (Ramp Q1, Structure No. 1668) and southernmost (Ramp P2, Structure No. 1651) Illinois Route 390 and I-490 interchange ramp bridges, black access control fencing to be installed along the north and south side of Illinois Route 390 between Supreme Drive and York Road and along York Road, and black fencing to be installed on retaining walls ("VILLAGE IMPROVEMENTS");

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to include VILLAGE IMPROVEMENTS as part of the PROJECT;

WHEREAS, the ILLINOIS TOLLWAY constructed watermain owned and operated by the VILLAGE as part of Contract I-15-4662 and documented in an intergovernmental agreement executed between the PARTIES on August 29, 2016;

WHEREAS, the PARTIES by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding, and maintenance of the PROJECT as proposed;

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1, *et seq.* is authorized to enter into this AGREEMENT;

WHEREAS, the COUNTY by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1001, *et seq.* is authorized to enter into this AGREEMENT;

WHEREAS, the VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq*.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES agree as follows:

### I. ENGINEERING

A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to the COUNTY and VILLAGE for their review and comment at the following stages of plan preparation:

60% Complete

95% Complete (pre-final)

Final

- B. The final approved plans and specifications for the PROJECT shall be promptly delivered via hard copy and DVD format to the COUNTY and the VILLAGE by the ILLINOIS TOLLWAY.
- C. The COUNTY and the VILLAGE shall review the plans and specifications which impact their respective maintained highways and facilities within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the COUNTY and/or the VILLAGE within this time period, or receive a request for an extension of time, which request shall be

reasonably considered, the lack of response shall be deemed the respective PARTY's approval of the plans and specifications. Approval by the COUNTY and/or the VILLAGE shall mean that the respective PARTY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact its respective maintained highways and facilities. In the event of disapproval, the COUNTY and/or the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.

- D. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, DuPage County, including but not limited to the Division of Transportation, Illinois Environmental Protection Agency, Village of Bensenville, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES in support of general project schedules and deadlines. All PARTIES agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. The COUNTY and the VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way necessary for the PROJECT to the ILLINOIS TOLLWAY, without charge of permit fees to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the COUNTY or the VILLAGE.

### **II. RIGHT OF WAY**

- A. The ILLINOIS TOLLWAY shall, acquire all necessary rights of way (both permanent and temporary) as needed for the construction of the PROJECT pursuant to the approved plans and specifications. Throughout the acquisition processes the ILLINOIS TOLLWAY will conduct its activities in accord with its written Policies and Procedures.
- B. The acquisition or transfer of permanent right of way interests between the COUNTY and the ILLINOIS TOLLWAY for the PROJECT is defined as part of a separate Intergovernmental Agreement executed between the ILLINOIS TOLLWAY and the COUNTY on October 4, 2017. In addition, the COUNTY

agrees to convey fee simple title to the ILLINOIS TOLLWAY for Parcel WA-2D-12-900, as shown on "EXHIBIT A" attached.

- C. The acquisition or transfer of permanent right of way interests is not required from the VILLAGE for the construction of this PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in the VILLAGE property or rights of way which the ILLINOIS TOLLWAY deems necessary for the maintenance and operation of its Toll Highway system. Therefore, it is understood by the PARTIES that there will be no exchange of any interest in the VILLAGE's right of way to the ILLINOIS TOLLWAY in regard to this AGREEMENT.
- D. In the event, the ILLINOIS TOLLWAY identifies areas of the COUNTY's and/or VILLAGE's right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to construct the PROJECT, the COUNTY and VILLAGE, shall upon the ILLINOIS TOLLWAY's application to the COUNTY's and VILLAGE's permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge of permit fees to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY and view any surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an "as good as or better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the COUNTY or the VILLAGE.

### **III. UTILITY RELOCATION**

- A. The ILLINOIS TOLLWAY agrees to provide the COUNTY and VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing COUNTY and/or VILLAGE rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. The COUNTY and the VILLAGE, respectively, agree to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing or proposed COUNTY or VILLAGE rights of way, without charge of permit fees to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to existing utility facilities located on existing or proposed ILLINOIS TOLLWAY rights of way, at no expense to the COUNTY or the VILLAGE.

- E. The VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the WATERMAIN constructed as part of the PROJECT and the watermain constructed as part of Contract I-15-4662 and located on existing or proposed ILLINOIS TOLLWAY right of way, and to abide by all conditions set forth therein. The ILLINOIS TOLLWAY shall issue any such permit(s) without charge of permit fees to the VILLAGE, and no such permit(s) shall be unreasonably delayed or withheld by the ILLINOIS TOLLWAY.
- F. The VILLAGE agrees to obtain from the COUNTY an approved permit for the WATERMAIN constructed as part of the PROJECT and located on existing or proposed COUNTY right of way, and to abide by all conditions set forth therein. The COUNTY shall issue any such permit without charge of permit fees to the VILLAGE, and no such permit shall be unreasonably delayed or withheld by the COUNTY.
- G. At all locations where utilities are located on rights of way owned by the ILLINOIS TOLLWAY that are planned to be subsequently transferred to the COUNTY and must be adjusted due to work proposed by the PROJECT, the COUNTY agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue any required permits allowing the utilities to remain in either their existing location or planned locations without charge of permit fees and subject to the PARTY's permit conditions. Subsequent to the transfer of that right of way to another PARTY, the ILLINOIS TOLLWAY agrees to reimburse and/or credit the COUNTY and/or VILLAGE for any and all reimbursable utility relocation costs the PARTY may incur for ILLINOIS TOLLWAY related adjustments. Subsequent to the transfer of right of way from the ILLINOIS TOLLWAY to the PARTY, the ILLINOIS TOLLWAY shall not be responsible for costs to relocate existing utilities located within the parcels being transferred unless required for an ILLINOIS TOLLWAY proposed improvement.
- H. The ILLINOIS TOLLWAY will cause all utility companies to protect, adjust, relocate or remove utility facilities in conflict with the PROJECT, at no cost to the COUNTY or VILLAGE.
- I. The PARTIES agree to accept applications for permits from utility companies to perform utility relocation work within the PROJECT and located on its property. All such applications for permits shall include an executed Utility Work Order approved by the ILLINOIS TOLLWAY.
- J. In conjunction with the PROJECT, the PARTIES agree to issue utility permits within the PROJECT limits in accordance with their respective regular permit process and only for utility work as documented by a Utility Work Order that is approved by the ILLINOIS TOLLWAY and/or in coordination with the ILLINOIS TOLLWAY.

- K. In the event utility facilities are relocated within the PROJECT limits, the ILLINOIS TOLLWAY shall grant to the utility company and its successors and assigns, owning or operating any utility facilities, the right to operate the same in the new location or locations on the property for as long a period and upon the same terms and conditions as it had the right to maintain and operate the facilities in their former location or locations.
- L. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services, fiber optic cable system and data connections) that are installed as part of the PROJECT and must be adjusted due to future work proposed by any PARTY, the PARTY proposing the work agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

### IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the PARTIES shall be submitted to them for approval prior to commencing such work. The PARTIES shall review the plans and specifications which impact the PARTY's maintained highways or facilities within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the respective PARTY within this time period or does not receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed the respective PARTY's approval of the plans and specifications. Approval by the PARTIES shall mean they agree with all specifications in the plans pertaining to the alignment and location of the PROJECT deviations which impact their respective PARTY will detail in writing its objections to the proposed plans and return them to the ILLINOIS TOLLWAY for review and consideration.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the COUNTY and/or the VILLAGE, the ILLINOIS TOLLWAY shall provide no less than fourteen (14) calendar days written notice to the COUNTY and the VILLAGE prior to commencement of work on the PROJECT.
- D. The COUNTY and the VILLAGE and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects their system. The COUNTY

and the VILLAGE may assign personnel to perform inspections on behalf of all work included in the PROJECT that affects the COUNTY's and the VILLAGE's system respectively and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.

- E. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Notices required to be delivered by PARTIES pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall require its contractor(s) working within any of the VILLAGE's and COUNTY's rights of way to comply with the indemnification provision specified in Article 107.26 of the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2021, or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- G. The ILLINOIS TOLLWAY shall require its contractor(s) working on the PROJECT to comply with indemnification provision Special Provision 108 of ILLINOIS TOLLWAY Contract I-16-4669, Contract E04-A, Contract RR-21-4584, and Contract I-20-4722.
- H. The ILLINOIS TOLLWAY, to the extent permitted by law, shall indemnify and hold the VILLAGE and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property resulting from the negligence or intentional misconduct of the ILLINOIS TOLLWAY or its agents.
- I. The VILLAGE, to the extent permitted by law, shall indemnify and hold the ILLINOIS TOLLWAY and the COUNTY and their respective employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property resulting from the negligence or intentional misconduct of the VILLAGE or its agents.
- J. The COUNTY, to the extent permitted by law, shall indemnify and hold the VILLAGE and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property resulting from the negligence or intentional misconduct of the COUNTY or its agents.
- K. The ILLINOIS TOLLWAY shall require that the PARTIES, and their agents, directors, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the PARTIES will be added as an additional protected party on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).

- L. The ILLINOIS TOLLWAY shall give notice to the PARTIES upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the PARTIES, and the PARTIES shall make an inspection thereof not later than fifteen (15) calendar days after notice thereof. If the PARTIES do not perform a final inspection within twenty-one (21) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES, the PROJECT shall be deemed accepted by that PARTY. The ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the respective PARTY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency and shall thereafter deliver within fifteen (15) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The respective PARTY shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- M. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work, except as referenced in Section IV B, due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
- N. The ILLINOIS TOLLWAY shall require all construction performed within the ILLINOIS TOLLWAY's existing and proposed rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2021, as amended.
- O. As-built drawings of the PROJECT and utility relocations performed by the ILLINOIS TOLLWAY shall be provided to the PARTIES in PDF and CADD format within sixty (60) days after completion of the work.

### V. FINANCIAL

A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the COUNTY and the VILLAGE as hereinafter stipulated.

- B. It is mutually agreed by the PARTIES that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and construction engineering shall be computed as 10% of actual final construction costs.
- C. The COUNTY in separate documents will convey Parcel WA-2D-12-900 as shown on "EXHIBIT A" to the ILLINOIS TOLLWAY. The approved appraised market value is \$20,500 to be credited to the COUNTY and used as part of a future ILLINOIS TOLLWAY EOWA Project construction contract that includes COUNTY cost participation.
- D. It is mutually agreed by the PARTIES that the estimated cost to the VILLAGE for the VILLAGE IMPROVEMENTS is \$161,505.86 for construction costs, \$8,075.29 (5% of construction costs) for preliminary and design engineering, and \$16,150.59 (10% of construction costs) for construction engineering, for a total estimated cost of \$185,731.74. The estimated construction costs to the VILLAGE are further detailed below:
  - Cost differential for black access control fencing north and south of Illinois Route 390 from Supreme Drive to west of York Road included as part of Contract RR-21-4584 - \$61,916.20
  - 2. Cost differential for black fencing attached to retaining walls included as part of Contract I-20-4722 \$4,918.30
  - Cost differential for black access control fencing north and south of Illinois Route 390 west of York Road and along York Road included as part of Contract I-16-4669 - \$74,671.36
  - 4. Special formliner signage on the northernmost (Ramp Q1, Structure No. 1668) and southernmost (Ramp P2, Structure No. 1651) ramp bridge structures over York Road included as part of Contract I-16-4669 \$20,000.00.
- E. The VILLAGE and ILLINOIS TOLLWAY agree that costs for the VILLAGE IMPROVEMENTS will be invoiced separately based on the individual ILLINOIS TOLLWAY construction contract that includes the VILLAGE IMPROVEMENTS. The VILLAGE agrees that upon award of the ILLINOIS TOLLWAY construction contract that includes the VILLAGE IMPROVEMENTS and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY (but not prior to January 1, 2022) an amount equal to 50% of its obligation incurred as part of that construction contract based upon actual bid prices, and will pay the ILLINOIS TOLLWAY the remainder of its obligation in a lump sum upon completion of said construction contract (but not prior to January 1, 2023) based on final costs.

- F. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested VILLAGE IMPROVEMENTS described in the Recital section of this AGREEMENT and as detailed above. All payments and credits shall be based upon actual final costs.
- G. The PARTIES agree that the construction cost estimate for VILLAGE IMPROVEMENTS included as part of ILLINOIS TOLLWAY Contracts RR-21-4584 and I-20-4722 as described in Section V.D. are based on actual bid prices as awarded by the ILLINOIS TOLLWAY and as part of this AGREEMENT, the VILLAGE concurs with the as bid cost estimate and the ILLINOIS TOLLWAY continuing to include this work as part of the respective contracts.
- H. The VILLAGE shall have the ability to request reduction of or elimination from the PROJECT of those enhancement improvements, VILLAGE IMPROVEMENTS, which would have been the VILLAGE responsibility for payment, in the event the Contract I-16-4669 bid prices are substantially higher than those contained in the engineers estimate or subject to VILLAGE budgetary constraints. The VILLAGE shall be responsible for costs incurred for those items that would have been the VILLAGE responsibility prior to providing notice for the reduction or elimination of said items.
- I. The COUNTY and VILLAGE may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

### **VI. MAINTENANCE - DEFINITIONS**

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the COUNTY and/or the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the COUNTY and/or the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:

- 1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
- 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments and piers, bridge girders/beams, bridge deck, expansion joints, parapet walls and drainage structures.
- 3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
- 4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
- 5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with

the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.

- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY Toll Highway:
  - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the Toll Highway over the local road, the Toll Highway and/or the railroads.
  - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the Toll Highway.
  - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the Toll Highway.

### VII. MAINTENANCE - RESPONSIBILITIES

- A. The maintenance responsibilities are as shown on "EXHIBIT A" and as detailed below.
- B. The ILLINOIS TOLLWAY agrees to maintain, or cause to maintain, Illinois Route 390 and I-490, in their entirety; Ramp P1 (southbound I-490 to westbound Illinois Route 390), Ramp P2 (eastbound Illinois Route 390 to southbound I-490), Ramp P5 (northbound I-490 to westbound Illinois Route 390), Ramp P8 (eastbound Illinois Route 390 to northbound I-490), Ramp Q1 (O'Hare Airport to westbound Illinois Route 390), and Ramp EOA (eastbound Illinois Route 390 to O'Hare Airport) including drainage, lighting, fencing, retaining walls, and the dry standpipe system installed on the Ramp EOA, Ramp P8 and Ramp P5 bridges.

- C. The COUNTY agrees to maintain, or cause to maintain, South Thorndale Avenue and York Road, in their entirety, and any work the ILLINOIS TOLLWAY includes in the PROJECT for the COUNTY at their request, in its entirety.
- D. The VILLAGE agrees to maintain, or cause to maintain, the WATERMAIN, in its entirety. The VILLAGE's maintenance responsibility of the WATERMAIN shall end at the connection to the dry standpipe system where installed on ramp bridges as described. The VILLAGE agrees to be responsible for future costs incurred by the ILLINOIS TOLLWAY, subject to VILLAGE review and approval prior to expenditure, for maintaining the special formliner signage on the northernmost (Ramp Q1, Structure No. 1668) and southernmost (Ramp P2, Structure No. 1651) Illinois Route 390 and I-490 interchange ramp bridges. The VILLAGE agrees to be responsible for the cost differential incurred by the ILLINOIS TOLLWAY, subject to the VILLAGE review and approval prior to expenditure, for replacing black access control fencing and/or replacing black fencing on retaining walls constructed as part of the VILLAGE IMPROVEMENTS, as compared with replacing with standard fencing (galvanized steel without black coating). The VILLAGE also agrees to be responsible for any work the ILLINOIS TOLLWAY includes in the PROJECT for the VILLAGE at their request, in its entirety.
- E. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

| Type of Bridge Structure | Affected Roadway   |
|--------------------------|--|
| Type 1                   | O'Hare Airport to Westbound Illinois Route<br>390 (Ramp Q1) over Southbound I-490 to<br>Westbound Illinois Route 390 (Ramp P1)<br>(Structure No. 1674) |
| Type 1                   | Southbound I-490 to Westbound Illinois<br>Route 390 (Ramp P1) over York Road and<br>Railroads (Structure No. 1650)                                     |
| Type 1                   | Eastbound Illinois Route 390 to Southbound<br>I-490 (Ramp P2) over York Road and<br>Railroads (Structure No. 1651)                                     |
| Type 1                   | Eastbound Illinois Route 390 to Northbound<br>I-490 (Ramp P8) over York Road, Railroads,<br>and I-490 (Structure No. 1652)                             |
| Type 1                   | Northbound I-490 to Westbound Illinois<br>Route 390 (Ramp P5) over York Road,  |

|        | Railroads, and future I-490 mainline (Structure No. 1653)   |
|--------|---|
| Type 3 | O'Hare Airport to Westbound Illinois Route<br>390 (Ramp Q1) over York Road, Railroads<br>and future I-490 mainline (Structure No.<br>1668)  |
| Type 3 | Eastbound Illinois Route 390 to O'Hare<br>Airport (Ramp EOA) over York Road,<br>Railroads and future I-490 mainline<br>(Structure No. 1675) |

- F. Type 1 ILLINOIS TOLLWAY Toll Highway over a Local Road, the Toll Highway and/or the Railroads
  - 1. The ILLINOIS TOLLWAY has all maintenance responsibility as to all portions of the Toll Highway, including but not limited to the entire grade separation structure, drainage facilities, bridge slope walls and embankments within ILLINOIS TOLLWAY access control fencing, and fences.
  - 2. The COUNTY has all maintenance responsibility as to the following:
    - i. All COUNTY roadways, guardrail and other protective devices, pier protective structures or devices, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separation structure at York Road;
    - ii. All drainage facilities which drain its respective highway facilities, except such facilities installed by the ILLINOIS TOLLWAY on their property for the purpose of carrying exclusively Toll Highway drainage;
    - iii. All underpass lighting; and
    - iv. All local traffic signals under its respective jurisdiction.
- G. Type 3 ILLINOIS TOLLWAY Ramp Interchange Grade Separation Structure between the COUNTY Highway and the Toll Highway
  - 1. The ILLINOIS TOLLWAY has all maintenance responsibility of the entire structure, which includes but is not limited to the following:
    - i. All ILLINOIS TOLLWAY roadways, guardrail and other protective devices, pier protective structures or devices, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separation structure over the railroads and Toll Highway;

- ii. All drainage facilities on the ILLINOIS TOLLWAY which drain for the purpose of carrying exclusively Toll Highway drainage;
- iii. All lighting along ILLINOIS TOLLWAY routes;
- iv. The ILLINOIS TOLLWAY has all maintenance responsibility as to all remaining portions of the ILLINOIS TOLLWAY Toll Highway at an intersection not maintained by the COUNTY, as set forth herein, including but not limited to the entire grade separation structure, drainage facilities, bridge slope walls and embankments within ILLINOIS TOLLWAY access control fencing, and fences.
- 2. The COUNTY has all maintenance responsibility as to the following:
  - i. All COUNTY roadways, guardrail and other protective devices, pier protective structures or devices, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separation structure at York Road;
  - ii. All drainage facilities which drain COUNTY highway facilities, except such facilities installed by the ILLINOIS TOLLWAY on COUNTY property for the purpose of carrying exclusively Toll Highway drainage.
  - iii. All underpass lighting; and
  - iv. All local traffic signals under its respective jurisdiction.
- H. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- I. In the event that one PARTY observes that emergency maintenance is needed on the other PARTY's jurisdictional facilities, then the observing PARTY shall immediately notify the other of the observed condition and the other PARTY shall be responsible to remedy the condition requiring emergency maintenance. If the other PARTY is unable to perform the emergency maintenance activities within a reasonable time after being notified, the observing PARTY may then implement such measures without consultation, provided however that the observing PARTY remains subject to such emergency response and disaster protocols as apply generally to governmental entities. The costs charged the other PARTY shall be only the actual costs of the emergency measures to the PARTY taking such measures exclusive of all administrative fees, penalties, or other such added charges.

### VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within their respective PARTY's existing maintenance/jurisdictional responsibilities that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the COUNTY or VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the COUNTY or VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- C. Nothing herein is intended to prevent or preclude the PARTIES from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- D. Attached "EXHIBIT A" identifies the PARTIES respective maintenance responsibilities. In the event there is a conflict between the aforementioned exhibit and the maintenance provisions contained in Section VII of this AGREEMENT, the text in Section VII shall control.

### IX. GENERAL PROVISIONS

- A. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- B. Wherever in this AGREEMENT approval or review by any of the PARTIES is provided for, said approval or review shall not be unreasonably delayed or withheld.
- C. In a timely manner following execution of this AGREEMENT, each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. The representative shall have authority, on behalf of each individual PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice, without amending this AGREEMENT.
- D. The descriptive headings of various sections of this AGREEMENT are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

- E. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT for the PROJECT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Director of Transportation/County Engineer of the COUNTY, and/or the Director of Public Works of the VILLAGE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- F. In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the COUNTY's requested work, utilities, facilities, or roadways, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Director of Transportation/County Engineer of the COUNTY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the COUNTY's improvements, the decision of the Director of Transportation/County Engineer of the COUNTY shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- G. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the VILLAGE's IMPROVEMENTS, requested work, utilities, facilities, or roadways, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Director of Public Works of the VILLAGE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the VILLAGE's IMPROVEMENTS or other requested work, utilities, facilities, or roadways, the decision of the Director of Public Works of the VILLAGE shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- H. In the event there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.
- I. This AGREEMENT may be executed in three (3) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- J. The ILLINOIS TOLLWAY agrees that in the event any work is performed by other than ILLINOIS TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- K. The COUNTY certifies that its correct Federal Tax Identification number is 36-6006551 and it is doing business as a governmental entity, whose mailing address is The DuPage County Division of Transportation, Jack T. Knuepfer Administration Building, 421 North County Farm Road, Wheaton, Illinois 60187.

- L. The VILLAGE certifies that its correct Federal Tax Identification number is 36-6005794 and it is doing business as a governmental entity, whose mailing address is The Village of Bensenville, 12 S. Center Street, Bensenville, Illinois 60106.
- M. This AGREEMENT may only be modified in writing by duly authorized representatives of the PARTIES.
- N. This AGREEMENT and the covenants contained herein shall become null and void in the event the respective contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- O. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
- P. The failure by any of the PARTIES to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by any PARTY to this AGREEMENT unless such provision is waived in writing.
- Q. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- R. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

| To the ILLINOIS TOLLWAY: | The Illinois Toll Highway Authority<br>2700 Ogden Avenue<br>Downers Grove, Illinois 60515<br>Attn: Chief Engineering Officer   |
|--------------------------|--|
| To the COUNTY:           | The DuPage County Division of<br>Transportation<br>Jack T. Knuepfer Administration<br>Building<br>421 North County Farm Road<br>Wheaton, Illinois 60187<br>Attn: Director of<br>Transportation/County Engineer |
| To the VILLAGE:          | The Village of Bensenville   |

12 S. Center Street Bensenville, Illinois 60106 Attn: Director of Public Works

- S. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the VILLAGE, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- T. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

(This section intentionally left blank)

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

### THE VILLAGE OF BENSENVILLE

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

Date: \_\_\_\_\_

Frank DeSimone Village President

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

Nancy Quinn Village Clerk

### **COUNTY OF DUPAGE**

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

Daniel J. Cronin, Chairman DuPage County Board

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

Jean Kaczmarek County Clerk

### THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

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

Date:

José R. Alvarez Executive Director

Approved as to Form and Constitutionality

Lisa M. Conforti, Assistant Attorney General



### MEMO

### To: Village of Bensenville President and Board of Trustees

- From: Scott Marquardt, Project Manager / Associate
- Subject: Village of Bensenville/Illinois Tollway Intergovernmental Agreement (IGA) Recommendation for Consideration of Approval of IGA

Date: September 2, 2021

President DeSimone and Village Board of Trustees,

Attached to this memorandum is the fifth Intergovernmental Agreement (IGA) related to the Elgin O'Hare Project for your consideration for approval. Exhibit A to the IGA is also attached which shows the jurisdiction limits for the four construction contracts associated with this IGA. Lastly, an exhibit showing locations of the upgraded access control fence included within three of these contracts is provided.

### IGA SCOPE

- This IGA includes improvements associated with four Tollway contracts:
  - 1) Contract 4669 Illinois Route 390 and I-490 Interchange Roadway and Ramp Bridge Construction
  - 2) Contract E-04A Watermain Supression System
  - 3) Contract RR-21-4584 Right of Way Fence Installation
  - 4) Contract I-20-4722 O'Hare Ramp to Westbound Illinois Route 390

### SUBMITTAL HISTORY

- The Tollway submitted the first draft of the IGA in April 2018.
- Subsequent submittals were made again in January 2019 and February 2021, and July 2021. These submittals included only the 4669 contract.
- In July 2021 a revised IGA was submitted which incorporated the additional three construction contracts, due to similarity of work scope and enhancements
- The FINAL version considered for discussion at this committee meeting was submitted on August 23, 2021.

### RELATED FINANCIAL CONSIDERATIONS

- The land acquisition credits previously provided by the Tollway have been fully utilized for project enhancements on similar previous construction contracts, so all project enhancements will be paid for using Village funds.
- The IGA being discussed this evening includes defined terms for payment to the Tollway for the expenses for the construction enhancements, including design and construction engineering expenses, for a total of an estimated \$185,731.74 for enhancements on all four tollway contracts.
- The 2021 budget includes \$110,000 in CIP line item 310810 596000 13105 already allocated for EOWA enhancement reimbursements, which would be the funding source for repayment of the enhancement expenses associated with various projects. These

funds should not be necessary for repayment of costs associated with this IGA, as reimbursements have been deferred until after January 1, 2022. The payment terms are 50% due upon project award, but not prior to January 1, 2022, and this timeline was established so that the Village can allocate funding in the FY 2022 annual budget.

- Separate invoices will be submitted after January 1, 2022 for the costs for each of the four contracts included in this IGA, as the contract awards, construction durations and times of completion are all different for the various contracts.
- The final payment remaining balance is due upon project completion but not prior to January 1, 2023. Again, this timeline is established so that the Village can allocate the necessary funding in the FY 2023 annual budget. Again, separate invoices will be submitted for final costs for each of the four separate contracts.

### POSITIVE ITEMS INCLUDED IN IGA

- The terms within this IGA are generally the same as have been contained within the previous IGAs that have been entered into with the Tollway.
- The contract includes the placement of bridge parapet formliner and stain on the six Illinois Route 390 / I-490 bridges over York Road/UPRR/CPRR at no expense to the Village.
- "VILLAGE OF BENSENVILLE" formliners will also be cast into the parapets of two of the Illinois Route 390 bridges over York Road; one on the southernmost bridge visible to NB York Road traffic, and one on the northernmost bridge which will be visible to SB York Road Traffic.
- The design and coloration of both of these bridge enhancements will match the enhancements previously constructed on the Illinois Route 390 bridges over IL RT 83.
- The upgrading of access control fencing from standard galvanized fencing to black painted and powder coated fencing is included at numerous locations adjacent to the Illinois Route 390/I-490 interchange between Supreme Drive and York Road along with fencing upgrades on several retaining walls. The Village is only responsible for the cost differential of the upgraded fencing above the cost of standard galvanized fencing.
  - These fencing upgrades are consistent with upgrades that have been placed on previous Tollway contracts and that were previously funded as enhancements by the Village.
- The construction of approximately 3,000 feet of new 12" watermain along York Road between South Thorndale Avenue and Supreme Drive, is being constructed by the Tollway at no expense to the Village.

### PENDING ITEMS

• None.

### SUMMARY AND RECOMMENDATION

- Public Works staff, the Village Attorney, and I have been negotiating and tracking the language and changes throughout the submittal process, and we are in agreement with the content and terms of this IGA.
- Therefore, we recommend that the Village Board consider recommending approval of the attached IGA.

Elgin O'Hare Western Access Cost Estimate for Black Vinyl Coated Fencing along IL 390 from Supreme Drive to York Road Draft as of 6/22/2021

|   |                   | STANDARD COST                                      | -         |            |                 |  | I           |              | UPGRAD         | DE COST                   |  |                                      | -           |                                     |
|---|-------------------|--|-----------|------------|-----------------|--|-------------|--------------|----------------|---------------------------|--|--------------------------------------|-------------|-------------------------------------|
|   | Item              | Description  | Unit      | Unit Price | Item            | Description  | Unit        | Quantity     | Unit Price     | Unit Cost<br>Differential | Estimated Village<br>Construction Cost | Estimated Village<br>Design Eng (5%) |             | Total Village Cost<br>Participation |
| RR-21-4584 - ROW Fence Insta  | llation Supreme   | Drive to west of York Road*                        |           |            | -               |  |             |              |                |                           |  |                                      |             |                                     |
|   | JI664305          | RIGHT-OF-WAY FENCE, TYPE 1, 6'                     | Foot      | \$16.20    | JI664390        | RIGHT-OF-WAY FENCE, TYPE 1, FUSED-BONDED<br>VINYL COATING                      | Foot        | 3,408        | \$ 29.00       | \$12.80                   | \$43,622.40                            | \$2,181.12                           | \$4,362.24  | \$50,165.76                         |
| Black access control fencing  | JI664310          | CORNER POST, RIGHT-OF-WAY FENCE, TYPE<br>1         | Each      | \$348.00   | JI664392        | CORNER POST, RIGHT-OF-WAY FENCE, TYPE 1,<br>FUSED-BONDED VINYL COATING         | Each        | 14           | \$ 900.00      | \$552.00                  | \$7,728.00                             | \$386.40                             | \$772.80    | \$8,887.20                          |
| north and south of IL 390 from<br>Supreme Dr to west of York Rd   | JI664315          | PULL POST, RIGHT-OF-WAY FENCE, TYPE 1              | Each      | \$315.00   | JI664393        | PULL POST, RIGHT-OF-WAY FENCE, TYPE 1, FUSED<br>BONDED VINYL COATING           | Each        | 4            | \$ 900.00      | \$585.00                  | \$2,340.00                             | \$117.00                             | \$234.00    | \$2,691.00                          |
|   | JI664320          | END POST, RIGHT-OF-WAY FENCE, TYPE 1               | Each      | \$324.80   | JI664394        | END POST, RIGHT-OF-WAY FENCE, TYPE 1, FUSED-<br>BONDED VINYL COATING           | Each        | 6            | \$ 1,200.00    | \$875.20                  | \$5,251.20                             | \$262.56                             | \$525.12    | \$6,038.88                          |
|   | JI664335          | DOUBLE VEHICLE GATE, RIGHT-OF-WAY<br>FENCE, TYPE 1 | EACH      | \$1,525.40 | JI664399        | DOUBLE VEHICLE GATE, RIGHT-OF-WAY FENCE,<br>TYPE 1, FUSED-BONDED VINYL COATING | EACH        | 1            | \$ 4,500.00    | \$2,974.60                | \$2,974.60                             | \$148.73                             | \$297.46    | \$3,420.79                          |
|   |                   |  |           |            |                 | TOTAL ADD'L FINAL BID COST EST   | TIMATE FC   | OR BLACK FEI |                | ) IN RR-21-4584           | \$61,916.20                            | \$3,095.81                           | \$6,191.62  | \$71,203.63                         |
| I-20-4722 - O'Hare Ramp to W  | estbound Illinois | s Route 390*                                       |           |            |                 |  |             |              |                |                           |  |                                      |             |                                     |
| Black fencing attached to<br>Structure (R-366, R-367,R-372)   | X6640535          | Chain Link Fence, 6' Attached to Structure         | Foot      | \$32.15    | -               | Chain Link Fence, 6' Attached to Structure (Black<br>Vinyl Coated Fencing)     | Foot        | 685          | \$39.33        | \$7.18                    | \$4,918.30                             | \$245.92                             | \$491.83    | \$5,656.05                          |
|   |                   |  |           |            |                 | TOTAL ADD'L FINAL BID COST EST   | IMATE FO    | R BLACK FEN  | ICING INCLUDED | IN TW-20-4722             | \$4,918.30                             | \$245.92                             | \$491.83    | \$5,656.05                          |
|   |                   |  |           |            |                 |  |             |              |                |                           |  |                                      |             |                                     |
| I-16-4669 - Illinois Route 390 a  | nd I-490 System   | Interchange Roadway Ramp Bridge Constru            | iction ** |            |                 |  |             |              |                |                           |  |                                      |             |                                     |
|   | JI664305          | RIGHT-OF-WAY FENCE, TYPE 1, 6'                     | Foot      | \$16.20    | JI664390        | RIGHT-OF-WAY FENCE, TYPE 1, FUSED-BONDED<br>VINYL COATING                      | FOOT        | 8,350        | \$23.06        | \$6.86                    | \$57,281.00                            | \$2,864.05                           | \$5,728.10  | \$65,873.15                         |
| Black access control fencing  | JI664310          | CORNER POST, RIGHT-OF-WAY FENCE, TYPE<br>1         | Each      | \$348.00   | JI664392        | CORNER POST, RIGHT-OF-WAY FENCE, TYPE 1,<br>FUSED-BONDED VINYL COATING         | EACH        | 17           | \$524.93       | \$176.93                  | \$3,007.81                             | \$150.39                             | \$300.78    | \$3,458.98                          |
| north of IL 390 from Thomas Dr<br>to Supreme Drive; along South<br>Thorndale Ave to York Road;<br>along Ramp Q5 | JI664315          | PULL POST, RIGHT-OF-WAY FENCE, TYPE 1              | Each      | \$315.00   | JI664393        | PULL POST, RIGHT-OF-WAY FENCE, TYPE 1, FUSED<br>BONDED VINYL COATING           | EACH        | 7            | \$524.93       | \$209.93                  | \$1,469.51                             | \$73.48                              | \$146.95    | \$1,689.94                          |
|   | JI664320          | END POST, RIGHT-OF-WAY FENCE, TYPE 1               | Each      | \$324.80   | JI664394        | END POST, RIGHT-OF-WAY FENCE, TYPE 1, FUSED-<br>BONDED VINYL COATING           | EACH        | 8            | \$524.93       | \$200.13                  | \$1,601.04                             | \$80.05                              | \$160.10    | \$1,841.20                          |
|   | JI664335          | DOUBLE VEHICLE GATE, RIGHT-OF-WAY<br>FENCE, TYPE 1 | EACH      | \$1,525.40 | JI664399        | DOUBLE VEHICLE GATE, RIGHT-OF-WAY FENCE,<br>TYPE 1, FUSED-BONDED VINYL COATING | EACH        | 7            | \$2,141.40     | \$616.00                  | \$4,312.00                             | \$215.60                             | \$431.20    | \$4,958.80                          |
|   |                   |  |           |            | X0326546        | TRAFFIC GATES  | EACH        | 1            | \$7,000.00     | NA                        | \$7,000.00                             | \$350.00                             | \$700.00    | \$8,050.00                          |
|   |                   |  |           | TOTAL A    | DD'L COST ESTIN | MATE FOR REMAINING BLACK FENCING BETWEE  | EN SUPREN   | IE DR AND Y  | ORK RD INCLUD  | ED IN I-16-4669           | \$74,671.36                            | \$3,733.57                           | \$7,467.14  | \$85,872.06                         |
| Special formliner signage<br>("Village of Bensenville") -   | NA                | NA   | NA        | NA         | J1599021        | FORM LINER TEXTURED SURFACE, LOCATION 1  | EACH        | 1            | \$10,000.00    | NA                        | \$10,000.00                            | \$500.00                             | \$1,000.00  | \$11,500.00                         |
| Southern and Northernmost<br>bridge   | NA                | NA   | NA        | NA         | J1599021        | FORM LINER TEXTURED SURFACE, LOCATION 12                                       | EACH        | 1            | \$10,000.00    | NA                        | \$10,000.00                            | \$500.00                             | \$1,000.00  | \$11,500.00                         |
| TOTAL ADD'L COST ESTIMATE FOR SPECIAL FORMLINER SIGNAGE INCLUDED IN I-16-466                                    |                   |  |           |            |                 | ED IN I-16-4669  | \$20,000.00 | \$1,000.00   | \$2,000.00     | \$23,000.00               |  |                                      |             |                                     |
|   |                   |  |           |            |                 |  |             |              |                |                           |  |                                      |             |                                     |
|   |                   |  |           |            | тот             | TAL ESTIMATED VILLAGE OF BENSENVILLE COST                                      | RESPONSI    | BILITY INCL  | UDED AS PART O | F I-16-4669 IGA           | \$161,505.86                           | \$8,075.29                           | \$16,150.59 | \$185,731.74                        |
| *Cost estimate based on Bid Unit  |                   |  |           |            |                 |  |             |              |                |                           |  |                                      |             |                                     |

\*\*Cost estimate based on engineer's estimate.

### Access Control Fencing along IL 390 from Supreme Dr to York Rd

## Contract RR-21-4584: Fencing from Supreme to

### west of York Rd – Construction 2021

✓ Black fencing along Thomas Drive, IL 390 ramp and South Thorndale Ave

### Contract 4722 (N03-A): I-490 Ramp Q1 Bridge – Construction April 2021 to mid-2022

- ✓ Black fencing attached to retaining wall
- ✓ Other black fencing attached to retaining wall complete as part of IL 390 mainline contract (4683)

### Contract 4669: Western Access Interchange Ramp Bridges – Construction 2022 to 2024

- ✓ Remaining black fencing to and along York Road
- ✓ Eliminated fencing at Supreme Drive/York Rd
  - Land bridge and large culverts
  - CDA Runway 9R ALSF
  - Maintenance access

### All cost differential and maintenance responsibilities to be included in 4669 IGA







16-4669\_jurisdiction.mxd 6/25/20

TYPE: Resolution

### SUBMITTED BY:

<u>Joe Caracci</u>

DEPARTMENT: Public Works **DATE:** <u>September 21, 2021</u>

### **DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Contract with Globe Construction Inc. of Addison, IL for the 2021 MFT Sidewalk Removal & Replacement Program in the Not-to-Exceed Amount of \$40,000.00

### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

\_\_\_\_\_

- X X
  - \_ Financially Sound Village Quality Customer Oriented Services
- X Quality Customer Oriented S X Safe and Beautiful Village

X Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors

### COMMITTEE ACTION:

COW

DATE:

September 21, 2021

### BACKGROUND:

The 2021 MFT Sidewalk R&R Program will be the ninth year of a multi-year project to remove and replace sidewalk squares that have been found to be deficient due to extreme deterioration or a severe trip hazard, defined as deflection of 1.25" or greater. Sidewalk squares in the targeted area that are a trip hazard but do not fall into the severe category are being addressed by sidewalk cutting program. The focus of this year's program is Area 3 of the Village. Most of the locations were chosen based on field assessment while some are based on resident complaints. This will be the fifth year the Village is funding this program out of the MFT funds.

### **KEY ISSUES:**

The 2021 MFT Sidewalk R&R was advertised on July 22, 2021 with a bid opening on August 5, 2021. The project was also advertised on the IDOT Local Roads bulletin on July 22 and July 29. Below are the results of the recent bid opening:

| COMPANY                 | BID RESULTS |
|-------------------------|-------------|
| Globe Construction Inc. | \$53,880.00 |
| Schroeder and Schroeder | \$56,100.00 |
| Alliance Contractors    | \$76,214.50 |

The budget and MFT allocation for the project was capped at \$40,000. We have negotiated with the contractor to keep the unit prices the same while reducing quantities to stay within budget. It is our intent and recommendation to award the contract at the budgeted not-to-exceed amount of \$40,000.

### ALTERNATIVES:

Discretion of the Committee

### **RECOMMENDATION:**

Staff recommends approval of the 2021 MFT Sidewalk R&R Program contract with Globe Construction Inc. as the lowest responsible bidder in the amount not to exceed \$40,000.

### **BUDGET IMPACT:**

Funds have been allocated in FY21 (\$40,000.00) for sidewalk removal and replacement. Account Number 21050820 596000.

### **ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of a Contract with Globe Construction Inc. of Addison, IL for the 2021 MFT Sidewalk Removal & Replacement Program in the not-to-exceed amount of \$40,000.00.

### ATTACHMENTS:

**Description** Resolution Location Map Upload Date 9/14/2021 9/14/2021 **<u>Type</u>** Resolution Letter Backup Material

### **RESOLUTION NO.**

### AUTHORIZING THE EXECUTION OF A CONTRACT WITH GLOBE CONSTRUCTION INC. OF ADDISON, IL FOR THE 2021 MFT SIDEWALK R&R PROGRAM IN THE NOT-TO-EXCEED AMOUNT \$40,000.00

WHEREAS the Village of Bensenville performs annual sidewalk removal removal and replacement program, in an effort to extend the life of its infrastructure, maximize taxpayer dollars, as well as maintain safe roadways for all those who pass through our Village, and

WHEREAS Globe Construction Inc submitted the lowest responsible and responsive bid in the amount of \$53,880 on August 5, 2021, and

WHEREAS The Village budgeted \$40,000 for this project, and

WHEREAS the Village and the Contractor have agreed to keep the bid prices the same while reducing the scope to accommodate a \$40,000 budget.

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:

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

<u>SECTION TWO</u>: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing the execution of a contract with Globe Construction Inc for the 2021 MFT Sidewalk R&R Program in the not-to-exceed amount of \$40,000.00

<u>SECTION THREE</u>: 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.

<u>SECTION FOUR</u>: This Resolution shall take effect immediately upon its passage and approval as provided by law.

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, this 28th day of September, 2021.

### APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

| AYES:   | <br> | <br> |
|---------|------|------|
| NAYS: _ | <br> | <br> |
| ABSENT: | <br> | <br> |

# Village of Bensenville

2021 Sidewalk R&R



Date: 9/3/2021

TYPE:

#### SUBMITTED BY: Jovana Dacic

<u>Resolution</u>

: DEPARTMENT: Public Works DATE: September 21, 2021

### **DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of Change Order Number One with Stewart Spreading, Inc. for an Increase of \$21,805.20 for the 2020-2021 Sludge Hauling Contract for a Revised Contract Cost of \$221,705.20

### 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               | September 21, 2021 |

### **BACKGROUND:**

The Village approved Resolution R-7-2020 in the amount of \$199,900 in 2020 to Stewart Spreading, Inc. for sludge hauling and land application. **This is a TWO (2) year contract** that expires December 2021. The total cost was based on 5,000 cubic yards of sludge hauling at a rate of \$19.79 per cubic yard.

### **KEY ISSUES:**

During 2021, Stewart Spreading has thus far hauled out sludge four times (February, April, July, and August). Due to weather conditions in February, sludge was trucked to a special management field further away; this required additional hauling costs of \$6,048.00.

Additionally, the loading (carbon and nutrients coming into the plant) has increased 24% from 2020 to 2021. Increased loading equates to increased sludge production. By comparison the increases seen in the recent past were 3% from 2018 to 2019, and were 6% from 2019 to 2020. We anticipate another load being completed at a cost of \$15,757.20.

The total amount o the requested change order is \$21,805.20 for a revised contract amount of \$221,705.20.

### ALTERNATIVES:

Discretion of the Committee.

### **RECOMMENDATION:**

Staff recommends the approval of the Change Order in the not-to-exceed amount of \$21,805.20 to Stewart Spreading Inc.

### **BUDGET IMPACT:**

Change Order to the Contract in the amount of \$21,805.20 from the Waste Water Treatment Account (51050570-549990).

### **ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of Change Order Number One with Stewart Spreading, Inc. for an Increase of \$21,805.20 for the 2020-2021 Sludge Hauling Contract for a Revised Contract Cost of \$221,705.20.

### ATTACHMENTS:
| Description   | <u>Upload Date</u> | <u>Type</u>       |
|---|--------------------|-------------------|
| RES - Change Order #1 - 2020-2021 Sludge Hauling              | 9/15/2021          | Resolution Letter |
| Sludge Hauling Change Order Request                           | 9/15/2021          | Backup Material   |
| R-7-2020 Stewart Spreading Agreement 2020-2021 Sludge Hauling | 9/15/2021          | Backup Material   |

#### RESOLUTION NO.

#### A RESOLUTION CONCERNING THE DETERMINATION OF THE BENSENVILLE VILLAGE BOARD THAT CHANGE ORDER NUMBER ONE WITH STEWART SPREADING, INC. FOR AN INCREASE OF \$21,805.20 IS REQUIRED FOR THE 2020-2021 SLUDGE HAULING CONTRACT FOR A REVISED CONTRACT COST OF \$221,705.20 AND NO TIME EXTENSION

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 Village staff, and to deduct monies for various violations and Village costs; and

WHEREAS, the increase in the contract amount is due to a hauling/trucking costs and distance of the special management fields, and the loading has also increased 24% from 2020 to 2021, vs. the standard 3-5% normally seen; 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 attached Resolution authorizing a revised change order number one for an increase to the 2020-2021 Sludge Hauling Contract with Stewart Spreading, Inc. in the not-to-exceed amount of \$21,805.20 for a revised contract amount of \$221,705.20.

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 September 28, 2021.

APPROVED:

| ATTEST:                    | Frank DeSimone, Village President |
|----------------------------|-----------------------------------|
| Nancy Quinn, Village Clerk |                                   |
| AYES:                      |                                   |
| NAYS:                      |                                   |
| ABSENT:                    |                                   |

#### REQUEST FOR AUTHORIZATION OF CHANGES CHANGE ORDER NO. 1

| Project Name: | 2020-2021 Stewart Spreading Sludge Hauling Contract |                 |
|---------------|---|-----------------|
| To:           | Village of Bensenville<br>717 E. Jefferson Street   |                 |
|               | Bensenville, IL 60106                               | )               |
| Contractor:   | Stewart Spreading, Inc.<br>3870 N. IL Route 71      |                 |
|               | Sheridan, IL 60551                                  | Date: 9/15/2021 |

| ITEM         | g change from the Plans in the construction of the above designated project is recon<br>DESCRIPTION | ADDITIONS                   | DEDUCTIONS             |
|--------------|---|-----------------------------|------------------------|
|              |   | 1                           | DEDUCTIONS             |
| 1            | Additional Trucking   | \$6,048.00                  |                        |
| 2            | Increased Sludge Production (24% vs. standard 3-6%)   | \$15,757.20                 |                        |
|              |   |                             |                        |
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|              |   |                             |                        |
|              | Amount of this Order:   |                             | \$21,805.20            |
|              | Amount of Previous Orders:<br>Original Contract Amount:   |                             | \$0.00<br>\$199,900.00 |
|              | Original Contract Amount and Orders:  |                             | \$221,705.20           |
| he work cove | red by this Order shall be performed under the same terms and conditions as that included           |                             |                        |
|              |   | Jugh M Carac<br>Jugh M Cara | ci l                   |
| Requested by | Joe Caracci, Director of Public Works, VOB  | / /                         | 9/15/202               |
|              |   | Charph My Cara              | ici                    |
| Reviewed by  | Joe Caracci, Director of Public Works, VOB  | /                           | 9/15/202               |
| Recommende   |   | Greigh My Cara              | cci                    |
| cecommende   | d by: Joe Caracci, Director of Public Works, VOB  | /                           | 9/15/202               |
| Approved by  | Evan Summers, Village Manager   |                             |                        |
| ippioved by  | Evan Summers, v mage ivianagel  |                             |                        |
| Accepted by: | Greg Halmagyi, Stewart Spreading  |                             |                        |
| coopied by.  | Step Munine St, Steman Spreading  |                             |                        |

#### **RESOLUTION NO.** R-7-2020

#### AUTHORIZING THE EXECUCTION OF A TWO (2) YEAR CONTRACT WITH STEWART SPREADING, INC. FOR YEAR 2020 AND 2021 FOR SLUDGE HAULING AND LAND APPLICATION IN THE NOT-TO-EXCEED AMOUNT OF \$199,900

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 (the "Village") is responsible for providing the necessary wastewater treatment to its residents, and

WHEREAS, the Village owns a wastewater treatment facility ("Facility") located at 711 E Jefferson Street, Bensenville, Illinois and

WHEREAS, sludge hauling is a required process that takes the sludge byproduct from the treatment process and removes it from the site, and

WHEREAS, land application is the most environmentally and economical process available, and

WHEREAS, the Village solicited formal bids and received two from Stewart Spreading Inc. and Synagro Inc., and

WHEREAS, Stewart Spreading Inc. was the lower bid, and

WHEREAS, the contract includes potential for two (2) one (1) year extensions, and

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.

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing a two-year contract for 2020 and 2021 to Stewart Spreading Inc. of Sheridan, Illinois to provide the necessary sludge hauling and land application for the Wastewater Treatment Facility in the not to exceed amount of \$199,900 <u>SECTION THREE</u>: 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.

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated January 28, 2020

APPROVE Frank DeSimShe

Nancy Gu

Nancy Quinn, Village Clerk

AYES: \_Carmona, Franz, Frey, Panicola, Perez

NAYS: None

ABSENT: \_\_\_\_\_



# 2020-2021 Sludge Hauling

Invitation for Bids (IFB)

Village of Bensenville Public Works Department 717 E Jefferson Street Bensenville, Illinois 60106

2020-2021 Sludge Hauling

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## **INVITATION TO BID:**

# 2020-2021 Sludge Hauling

December 9, 2019

The Village of Bensenville seeks bids for 2020-2021 Sludge Hauling as indicated in the bid document. Bids shall be sent to:

> Village of Bensenville Office of the Village Clerk 12 South Center Street Bensenville, IL 60106

The Village of Bensenville will accept Sealed Bids until **09:30 am local time on Wednesday, January 8, 2020.** The Bid must be in a sealed opaque envelope plainly marked 2020-2021 Sludge Hauling. The forms can be found at <u>www.bensenville.il.us</u> under "Business." The packet can also be picked up at the Public Works Department, 717 E Jefferson Street, Bensenville, IL 60106. Detailed information may be obtained by contacting Jovana Dacic at 630-594-1012 or via email at <u>jdacic@bensenville.il.us</u>.

All bids require a Bid Bond, or Certified or Cashier's Check made payable to the Village of Bensenville for not less than five percent (5%) of the base bid amount.

The Village Board reserves the right to reject any and all bids or portions thereof.

Nancy Quinn Village Clerk

# **GENERAL TERMS & CONDITIONS**

#### 1. CONDITIONS

Bidders are advised to become familiar with all conditions, instructions, and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract shall not be cause to alter the original contract or to request additional compensation.

#### 2. BID SECURITY

- **2.1** Each Bid must be accompanied by Bid security made payable to the Village in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.
- **2.2** Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the OWNER, having the minimum equivalent of a Best and Co. 5A Rating.
- **2.3** Upon project starting, the Bid deposit will be returned. Failure of the bidder to execute a contract after notice of contract award will result in forfeiture of the Bid deposit. Bid deposit shall be retained by the Village as liquidated damages, not a penalty.
- **2.4** Village will return Bid deposits from unsuccessful Bidders if requested after contract is awarded by the Village Board and all documents are executed.

#### 3. ADJUSTMENTS TO THE CONTRACT

Prospective Bidders are forewarned that the Village of Bensenville reserves the right to adjust the quantities of goods to be purchased, either up or down, dependent on the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on measured quantities and accepted unit prices.

#### 4. MULTI-YEAR CONTRACT/TERM/TERMINATION

- 4.1 This is a two (2) year contract for 2020-2021.
- **4.1** The term of the contract shall be from January 28, 2020 to December 31, 2021
- **4.2.** The Village may terminate the contract for any reason with thirty (30) day written notice.

#### 5. DAMAGES TO PROPERTY

6.1 The CONTRACTOR shall be responsible for any damage to properties caused by the acts of their work in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant or owner or the Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

#### 6. TIME OF COMPLETION, PENALTY, AND LIQUIDATED DAMAGES

- **6.1** The CONTRACTOR understands that all contract times are of the essence. Penalties will be imposed for non-completion of the set dates.
- **6.2** Should the CONTRACTOR fail to complete the work within the time specified in the Contract or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the

OWNER in the amount of Two Hundred Fifty dollars (\$250.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date. For non-emergency orders, the Contractor must deliver the purchased goods within five (5) days of order or is subject to liquidated damages.

**6.3** Any penalty or liquidated damages owed the Village may be deducted from any payments to the CONTRACTOR. If the deduction does not satisfy the full extent of the CONTRACTOR'S penalty obligation, then the CONTRACTOR shall pay the difference to the OWNER. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in completion of the work.

#### 7.0 CONTRACT EXTENSION

Upon mutual agreement, this contract may be extended for two (2) one (1) year terms.

#### The Village Board reserves the right to reject any and all bids or portions thereof.

### SCOPE OF WORK

Bidding requirements, general terms, and conditions, scope of work and other special requirements are all part of the bidding document and contract specifications. Standard specifications of technical or professional societies and federal, state or local agencies referred to shall include all amendments as of the date of advertisement for bids.

**PURPOSE:** This bid provides for Contractor to furnish all equipment, materials, labor, coordination, agricultural testing, farmer contacts and agreements, IEPA coordination, and other incidentals as may be necessary to remove Class B sludge from the Village's storage facility located at 711 E. Jefferson Street, Bensenville, Illinois.

The Village estimates that it creates 5,000 cubic yards of sludge per calendar year. This is only an opinion of probable volume and provides no guarantee.

#### **OWNER REQUIREMENTS:**

- A. Provide for a chemical analysis of the composite sludge samples to characterize the sludge to assure that sludge is not hazardous and meets the IEPA requirements for land application. Village is responsible for sample collecting and testing.
- B. Apply for and obtain an IEPA sludge application permit.
- C. Other contractual responsibilities as per proposed contract.

#### **CONTRACTOR REQUIREMENTS:**

- A. Remove Class B sludge in compliance Village's IEPA Sludge Application Permit.
- B. Coordinate individual applications with road authorities and IEPA providing all necessary information and documentation.
- C. Contractor must comply with IEPA Standards and practices. If Contractor fails to comply, the contract may be immediately terminated.
- D. Employ a responsible person experienced and qualified to review each site's soil conditions, and recommend and ensure proper application rates.

- E. Contractor must have a Certified Crop Advisor CCA on staff to demonstrate agricultural professionalism.
- F. Accept sole responsibility for any charges made to farmers or property owners where sludge is applied.
- G. Accept sole responsibility for determination of a proper application rate.
- H. Report to Village Wastewater Supervisor the amount of sludge removed each haul. Provide copies of daily hauling logs.
- 1. Contractor shall provide Village a copy of their sludge application report form to determine adequacy of information as part of this Bid Proposal.
- J. Provide Village with a completed sludge user sheet for each application site with each haul. Sludge user shall have signed form.
- K. Contractor shall keep sludge storage facility site clean as directed by Village WWTP staff. Contractor is totally responsible for all equipment and materials used in this operation that may be kept at the site.
- L. Contractor will abide by and comply with all applicable governmental laws, regulations and rules in the performance of its activities under the contract.
- M. Provide Village with documentation sufficient to the Village of Bensenville that contractor has all necessary applicable permits to land apply Class B municipal sludge.
- N. Contractor shall notify Village immediately should any spill occur. The clean-up of any spilled sludge in any location other than the main site is the sole responsibility of Contractor at his sole expense, in accordance with all applicable laws and regulations.
- 0. Contractor must use an agriculturally accepted method for the application of the sludge to the fields and provide a description for each site as to how the sludge application will be made to agricultural fields.
- P. Upon removal of the Class B sludge from the Village said sludge shall become the property of selected Contractor. Village shall not be held liable for any illegal dumping of Class B sludge and selected Contractor shall so indemnify the Village.
- Q. Contractor shall arrange with the WWTP Village staff the days and times of access to the sludge storage barn for hauling.
- R. PROOF OF LICENSE, PERMIT, CERITIFICATIONS, ETC.: Contractor must provide proof of conformance with any applicable Federal/State/Local permits, licenses, certifications, etc., or the ability to obtain any applicable Federal/State/Local permits, licenses, certifications, etc., within a reasonable time after the proposal award and prior to the performance of the work. It is Bidder's responsibility to inquire about requirements of performing the job with the requesting department contact person.

#### **EQUIPMENT - CONTRACTOR REQUIREMENTS**

- 1. Contractor must provide a complete list of all equipment available for use to demonstrate company's ability to perform work in a timely and professional manner.
- 2. Contractor must possess equipment that is set up with tier 4 emissions ratings. Contractor is solely responsible for the operation and maintenance of the equipment used by the Contractor.

PRICE - Based upon a base price per cubic yard hauled

BASIS OF PAYMENT - Payment is based on the number of cubic yards removed from the storage facility.

# **GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS**

The following conditions apply to all purchases/services and become a definite part of each invitation to bid. Failure to comply may disqualify your bid.

#### ELIGIBILITY TO BID

<u>Non-Discrimination in Employment</u> - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The bidder, his subcontractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in the act of the 72nd General Assembly entitled "Fair Employment Practices Act". Contractor is referred to Ill. Rev. Stat. 1961) ch. 48, paragraph 851 <u>et seq.</u> The contractor in all contracts entered into with suppliers of materials or services, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

- <u>Prevailing Wages</u>- The bidder shall pay not less than the prevailing rate of wages as found by the Department of Labor or determined by the court to all laborers, workers, and mechanics performing work under this contract. Bidder must adhere at all times to Federal Wage Determination #II89-11, Rev.Stat.Section 39 S-2 (Modification #3). "It is the Contractor's responsibility to determine the applicability of prevailing wage rates on this project."
- <u>Removal or Suspension of Bidders</u> The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
  - a) Services performed do not comply with specifications of contract with the vendor;
  - b) Work is not done within the contract's specified in the contract;
  - c) An offer is not kept firm for the length of time specified in the contract;
  - d) Contractor fails to provide performance bond when required by invitation to bid;
  - e) Contractor is found guilty of collusion;
  - f) Bankruptcy or other evidence of insolvency is found;
  - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.
- 3) Compliance to Law -

The bidder shall at all times observe and comply with all laws, ordinances, regulations, and codes of federal, state, county, and village governments and/or any other local governing agencies which may in any manner affect the preparation of proposal or the performance of this contract.

a) All merchandise or commodities must conform to all standards and regulations as set forth under the Occupation Safety Health Administration (0.S.H.A.)

#### CONDITIONS FOR BIDDING

- 1) Bid Definitions -
  - Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work/specifications, the bid price form and the proposed contract documents including addenda issued prior to receipt of bids.

- b) Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.
- Bid Price Form Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "Turf Chemical Maintenance".
- 3) <u>Late Bids</u> Formal bids received after specified bid opening time will not be considered and will be returned unopened.
- 4) <u>Withdrawal of Bids</u> A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.
- 5) Examination of Bidding Documents Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to bid due date, notify the Village Clerk who will, if necessary, send written addenda to all bidders. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.
- 6) <u>Mistake in Bid and Bid Changes</u> No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.
- 7) <u>Bid Binding</u> Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.
- 8) <u>Changes in Contract Documents</u> Changes or corrections may be made by the Village in contract documents after they have been issued by the Village to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. Except in unusual cases, addenda will be issued to each of the bidders at least four (4) days prior to date established for receipt of bids.
- Response to Invitations Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.
- 10) <u>Bid Attachments</u> Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 11) <u>Bidder's Competence</u> The Village may require proof of facilities or equipment, insurance coverage, and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractor's Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.
- 12) <u>Bid Opening</u> At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.
- 13) <u>Bid Award</u> The bidder acknowledges the right of the Village to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items

to a single bidder (to accept, split, and or reject part(s) of any of all bids). In addition, the bidder recognizes the right of the Village to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

#### AWARD OR REJECTION OF BIDS

- 1) <u>Award or Rejection</u> Contracts are awarded to the lowest, most responsible bidder. In determining the responsibility of a bidder, the following are taken into consideration:
  - a) The character, integrity, reputation, judgment, experience an efficiency of the bidder;
  - b) The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
  - c) The financial resources of the bidder;
  - d) Cash discounts offered;
  - e) Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price, therefore, is to be taken into consideration, and a bid which is low in point of price may be rejected if the material to be furnished is not the best;
  - f) Direct, indirect and incidental costs to the Village;
- 2) Notice of Award A delivered executed contract shall be the binding contract.

#### CONTRACT PROVISION

- <u>Material, Equipment, and Workmanship</u>: Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. CONTRACTOR shall if required to furnish satisfactory evidence as to the source, kind, and quality of the materials and equipment incorporated in the GOODS.
- 2) Equipment and Shop Drawings When the contract requires detailed shop drawings and layouts, bidder shall submit them to the Village Manager, or his/her designee, for his/her approval. Drawings shall show the characteristics of equipment and operation details.
- 3) <u>Village Supervision</u> The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".
- 4) <u>Village Insurance Requirement</u> Contractors 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.

#### A) Minimum Scope of Insurance Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
- (2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
- (3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 "Any Auto."
- (4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

#### B) Minimum Limits of Insurance Contractor shall maintain limits no less than:

(1) Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. 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.

- (2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

#### C) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, 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.

#### D) Other Insurance Provisions

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

#### (1) General Liability and Automobile Liability Coverages

- (a) The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf 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 Village of Bensenville, its officials, agents, employees, and volunteers.
- (b) The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause, language stating that Contractor's insurance shall apply separately to each insured against who claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

#### (2) Workers' Compensation and Employers' Liability Coverage

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

#### (3) All Coverages

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

#### E) 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

#### F) Verification of Coverage

Contractor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require 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 Village of Bensenville

and are to be received and approved by the Village of Bensenville before any work commences. The attached Additional Insured Endorsement (Exhibit A) 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 A). The Village of Bensenville reserves the right to request full-certified copies of the insurance policies and endorsements.

#### G) Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

#### H) 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

#### I) Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, 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 Village of Bensenville, 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 Village of Bensenville, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connections therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understand 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 Village of Bensenville, its officials, agents, and employees as herein provided.

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 Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settles or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

- 5) <u>F.O.B.</u> All prices must be quoted F.O.B. Bensenville Illinois. Shipments shall become the property of the Village after delivery and acceptance.
  - a) CONTRACTOR shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious, mischief, collapse, water damage and such other perils, as CONTRACTOR deems appropriate.
- 6) <u>Delivery Schedule</u> Bid items must be delivered within sixty (60) days from the date of execution of the contract unless a specific delivery date is stated on the bid. The Village may cancel contract without obligation if Delivery requirements are not met. If said contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision enumerated herein. All deliveries must be made on Monday Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m. Contractor is expected to ship in full truckload

quantities within said sixty (60) day period unless prior approval has been granted by the Village in advance for circumstances beyond the control of the contractor.

- 7) <u>Delivery</u> Bid price shall include delivery as indicated herein.
- 8) <u>Default</u> The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

If the contractor fails to make delivery or to perform the services within the time specified herein or any extension hereof.

In the event the board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; PROVIDED that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- 9) <u>Alternate Materials and Equipment</u> Where specifications read "or approved equal", contractor shall direct a written description to the Public Works Director for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives, they must be identified by brand name and catalog number; in addition, the manufacturer's literature shall be included with the bid. However, bidders will be required to furnish samples upon request and without charge to the Village.
- 10) <u>Bidder's Access to Procurement Information</u> All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.
- **11)** <u>Acceptance</u> Contracted work will be considered accepted when final payment is made.

#### 12) Payment -

- a) For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village
- Board meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month.
  b) For construction, partial payouts will be made each month as the work progresses, provided the work has been properly completed and accepted by the Village. Payment by check to a contractor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month.
- 13) <u>Reorders</u> Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached hereto by the contractor. Reordering shall be within the sole discretion of the Village.

#### 14) Guarantees and Warranties -

a) All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, immediately, at no extra charge to the Village. Said time shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, immediately, at no extra charge to the Village.

- b) All warranties for materials or equipment must be received with title before payment for same is recommended.
- 15) <u>Changes/Additional Services/Deletions</u> Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.
- 16) <u>Change Order Authorization</u> Pursuant to Public Act 85-1295 (III.Rev.Stat.ch.38, paragraph 33E-1 <u>et seq.</u>). no change order may be made in this contract which would authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or its designee that:
  - a) Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
  - b) The circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or
  - c) The change is in the best interest of the Village;

### VILLAGE OF BENSENVILLE BID COMPLIANCE CERTIFICATION

I, <u>Michelle L. Stewart</u>, having been first duly sworn, depose and state that: (Owner/authorized company representative)

Stewart Spreading, Inc. ("Contractor"), having submitted a proposal for: (Name of Company)

<u>2020 - 2021 Sludge Hauling</u> to the Village of Bensenville hereby certifies that Contractor:

1. is operating in compliance with the federal Civil Rights Act, 42 USC §2000e, and the Illinois Human Rights Act, 775 ILCS 5/2-105(A).

2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Illinois Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that <u>All employee drivers</u> (Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol-testing program pursuant to the aforementioned rules.

4. is in full compliance with the Drug-Free Workplace Act, 30 ILCS 580/1 et. seq.

5. is in full compliance with the Criminal Code of 2012, 720 ILCS 5/33-1 et. seq.

6. is in full compliance with the Public Construction Act, 30 ILCS 557/1 (applicable if the contract is in excess of \$75,000.00).

(Officer or Owner of Company stated above)

Title: President & Secretary

SUBSCRIBED AND SWORN to before me

This 30 day of

NOTARY PUBLIC

| P  |  |
|--|--|
| Q.                                       | OFFICIAL SEAL  |
| (  | BILLIE M MARKO   |
| đ  | NOTARY PUBLIC, STATE OF ILLINOIS   |
| al a | My Commission Expires May 9, 2020  |
| 1.1.1                                    | a service of the second s |

### **BIDDER INFORMATION SHEET**

| NAME (PRINT)         | Michelle L. Stewart   |     |
|----------------------|---|-----|
| SIGNATURE            | HIPHOVINHUMA  | - 7 |
| COMPANY NAME (PRINT) | Stewart Spreading, Inc.                                     |     |
|                      |   |     |
| ADDRESS              | 3870 N. Route 71, Sheridan, IL 60551                        |     |
|                      |   |     |
| TELEPHONE            | 815-695-5667  |     |
| FACSIMILE            | 815-695-5770  | ĺ   |
| EMAIL                | michelle@stewartspreading.com<br>gregh@stewartspreading.com |     |

Please Return to:

Corey Williamsen Deputy Village Clerk Village of Bensenville 12 S Center St. Bensenville, IL 60106

The bid must be in a sealed opaque envelope plainly marked: "2020-2021 Sludge Hauling."

The bids must be received by **9:30 AM, Wednesday, January 8, 2020** and thereafter immediately publically opened and read in the Village Hall Board Room.

It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. Bids submitted unsealed, unsigned, via fax or e-mail transmission, or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

# **BID COST SHEETS**

If this Sludge Hauling bid is accepted, the undersigned, familiar with the specifications and conditions affecting the cost of proposed product agrees to enter into an agreement with the Village in the form of these contract documents for the contract sum, in the time stated and following all terms and conditions.

Price includes all aspects associated with the Contractor furnishing supervision, labor, delivery, tools, and equipment necessary to complete standards in the specifications.

| January 28, 2         | 2020 through Dec             | ember 31, 2020      | January 1, 2          | 021 through Dec              | ember 31, 2021       |
|-----------------------|------------------------------|---------------------|-----------------------|------------------------------|----------------------|
| Estimated<br>Quantity | Unit Price per<br>Cubic Yard | Total Cost          | Estimated<br>Quantity | Unit Price per<br>Cubic Yard | Total Cost           |
| 5,000<br>cubic yards  | <b>\$</b> 19.79              | <b>\$</b> 98,950.00 | 5,000<br>cubic yards  | <b>\$</b> 20.19              | <b>\$</b> 100,950.00 |

TOTAL 2020 + 2021 BID AMOUNT: \$ 199,900.00

The Village Board reserves the right to reject any and all Bids or portions thereof.

Signed:

2/04 In

Authorized Signature

If Bidder is a Corporation:

Secretary or Other Authorized Officer)

<sub>Date:</sub> January 7, 2019

[CORPORATE SEAL]

### **BID COST SHEETS**

If this Sludge Hauling bid is accepted, the undersigned, familiar with the specifications and conditions affecting the cost of proposed product agrees to enter into an agreement with the Village in the form of these contract documents for the contract sum, in the time stated and following all terms and conditions.

Price includes all aspects associated with the Contractor furnishing supervision, labor, delivery, tools, and equipment necessary to complete standards in the specifications.

| January 28, 2         | 2020 through Dec             | ember 31, 2020 | January 1, 2          | 021 through Dec              | ember 31, 2021 |
|-----------------------|------------------------------|----------------|-----------------------|------------------------------|----------------|
| Estimated<br>Quantity | Unit Price per<br>Cubic Yard | Total Cost     | Estimated<br>Quantity | Unit Price per<br>Cubic Yard | Total Cost     |
| 5,000<br>cubic yards  | \$ 19:79                     | \$98,950.03    | 5,000<br>cubic yards  | \$ 20,19                     | \$ 100,950,00  |

TOTAL 2020 + 2021 BID AMOUNT: \$ 199,900,00

The Village Board reserves the right to reject any and all Bids or portions thereof.

Signed:

Authorized Signature

If Bidder, is a Corporation:

Secretary or Other Authorized Officer)

Date: 1-7-2020

[CORPORATE SEAL]

# **BIDDER REFERENCES FORM**

Provide three (3) references for current or former clients with requirements/scope of work similar to those included in this Bid. References of local government or related agencies is preferred. The VILLAGE reserves the right to contact any references listed.

#### Reference #1:

· · · · · · ·

| Client/Municipality Name: | Village of Bensenville                            |
|---------------------------|---|
| Address:                  | 717 E. Jefferson Street, Bensenville, IL 60106    |
| Contact Person:           | Joseph M. Caracci, P.E., Director of Public Works |
| Telephone                 | 630-350-3431                                      |
| Fax                       | 630-594-1148                                      |
| Email Address:            | jcaracci@bensenville.il.us                        |

#### Reference #2:

| Client/Municipality Name: | Village of Plainfield                  |
|---------------------------|--|
| Address:                  | 14400 Coil Plus Dr., Plainfield, IL    |
| Contact Person:           | Doug Kissel, Wastewater Superintendent |
| Telephone                 | 815-436-3577                           |
| Fax                       | 815-436-1950                           |
| Email Address:            | dkissel@goplainfield.com               |

#### Reference #3

| Client/Municipality Name: | Metropolitan Water Reclamation Dist. of Greater Chicag |
|---------------------------|--|
| Address:                  | 7601 South LaGrange Road                               |
|                           | Willow Springs, IL 60804                               |
| Contact Person:           | Ahmad Laban, P.E., MBA, Biosolids Manager              |
| Telephone                 | 708-588-4300   |
| Fax                       | 708-588-4304   |
| Email Address:            | ahmad.laban@mwrd.org                                   |

# CONTRACT

- 1. THIS AGREEMENT made and concluded this \_\_\_\_\_\_ day of, \_\_\_\_\_\_ 2020 between the Village of Bensenville acting by and through its Village President and Village Board, 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.
- And it is also understood and agreed that the notice to bidders, instructions to bidders, specifications, special provisions, proposal <u>and</u> contract bond hereto attached are all essential documents of this contract and are a part hereof.
- 4. And it is 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 gensenville Bv: Village President

ATTEST:

Nancy Elienn

(If Corporation)

Corporate Name\_Stewart Spreading, Inc.

(Corporate Seal)

| Address | 3870 | Ν. | Rout | te 71 |
|---------|------|----|------|-------|
|         |      | _  |      |       |

Sheridan, Illinois 60551

t#₩ (Seal) Вv President

ATTEST:

|        | Halmagin                |
|--------|-------------------------|
|        | Corporate Secretary     |
| Busine | ess Development Manager |

| (If an Individual)    | Business<br>Name<br>Address |       |
|-----------------------|-----------------------------|-------|
|                       | By<br>Bidder                |       |
| (If a Co-partnership) | Firm<br>Name<br>Address     |       |
|                       | By                          | (Seat |

| (If Corporation)      | Corporate<br>Name_ <b>Stewart Spreading, Inc.</b> |          |
|-----------------------|---|----------|
| (Corporate Seal)      | Address <u>3870 N. Route 71</u>                   |          |
|                       | Sheridan, IL 60551                                |          |
| ATTEST:               | By<br>President                                   | (Seal)   |
| Corporate Secretary   |   |          |
| (If an Individual)    | Business<br>Name                                  |          |
|                       | Address   |          |
|                       | By(S  |          |
| (If a Co-partnership) | Firm<br>Name                                      |          |
|                       | Address   |          |
|                       | By  | (Seal    |
|                       |   | <u> </u> |

### 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.

(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.

Contracto

Michelle L. Stewart - President Stewart Spreading, Inc.

ATTEST

Ду Нивери DATE: <u>1-7-2020</u>

## SEXUAL HARASSMENT CERTIFICATE

<u>Stewart Spreading, Inc.</u> hereinafter referred to as "Contractor" having submitted a bid/proposal for **SLUDGE HAULING** 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.

Authorized Agent of Contractor

Subscribed and sworn to before me this day of 2020.

NOTARY PUBLIC



# **CONTRACTOR'S ILLINOIS DEPARTMENT OF REVENUE-TAX** COMPLIANCE

Stewart Spreading, Inc. \_\_\_\_, having submitted a bid/proposal for SLUDGE HAULING to the Village of Bensenville, hereby certifies that said contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- It is contesting its liability for the tax or the amount of tax in accordance with procedures 1) established by the appropriate Revenue Act; or
- 2) It has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

Bv:

Authorized Agent of Contractor

SUBSCRIBED AND SWORN to before

Me this 7<sup>th</sup> dav anungy , 2020

NOTARY PUBLIC



## CERTIFICATE OF COMPLIANCE - CRIMINAL CODE OF 2012

720 ILCS 5/33-1 et. Seq.

# Michelle L. Stewart

I. Stewart Spreading, Inc. \_\_, the contractor under a certain contract dated:

7/2020 with the Village of Bensenville for Sludge Hauling hereby certifies that said contractor is not barred from bidding on the aforesaid contract as a result of a violation of any applicable provision of the Criminal Code of 2012.

Contractor:

Title: President

SUBSCRIBED AND SWORN to before

day of me this anuary . 2020.



NOTARY PUBLIC



Page 1 of 1

# Bensenville 2020 – 2021 Bid, Included Documents

# **Attached documents**

- 5% Bid Bond
- Stewart Spreading Equipment List
- Stewart Spreading's IEPA Permit
- Stewart Spreading's ICC Transportation Division Public Carrier Certificate
- Stewart Spreading's IEPA Special Waste Hauler Permit
- Sample Certificate of Insurance



# 2020-2021 Sludge Hauling

**Stewart Spreading Inc.**, 3870 N IL Route 71, Sheridan, IL 60551 P: (815) 695.8887 | F: (815) 695.5770 | www.stewartspreading.com



...

# Stewart Spreading, Inc. Schedule of Equipment

|              |          | Davy Cran Tractors & Attachments                                 |                   |
|--------------|----------|--|-------------------|
|              |          | Row Crop Tractors & Attachments                                  |                   |
| 5540         | 0040     | New Hellend T0040 To store                                       | ZARW05540         |
| 5540         |          | New Holland T8010 Tractor  | 1PY5055ELGG102258 |
| 2258         |          | JOHN DEERE 5055E Utility Tractor<br>JOHN DEERE 6130M Cab Tractor | 1L06130MKHG882221 |
| 2221<br>3472 |          |  | 1L06130MAHG883472 |
| 1            |          | JOHN DEERE 6130M Cab Tractor                                     | 1RW8270RTJP132613 |
| 2613         |          | JOHN DEERE 8270R Tractor   | 1RW8320RKJD132535 |
| 2535         |          | JOHN DEERE 8320R Tractor   |                   |
| 5529         |          | JOHN DEERE 8345R Tractor   | 1RW8345REJD135529 |
| 5967         |          | JOHN DEERE 8345R Tractor   | 1RW8345RCJD135967 |
| 6198         | <u> </u> | JOHN DEERE 8320R Tractor   | 1RW8320RVJD136198 |
| 6243         |          | JOHN DEERE 8320R Tractor   | 1RW8320RTJD136243 |
| 6308         |          | JOHN DEERE 8345R Tractor   | 1RW8345REJD136308 |
| 6348         |          | JOHN DEERE 8295R Tractor   | 1RW8295RVJP136348 |
| 6456         |          | JOHN DEERE 8295R Tractor   | 1RW8295RPJP136456 |
| 1123         | 2018     | JOHN DEERE 9520RTractor  | 1RW9520RPJP061123 |
| 1135         | 2018     | JOHN DEERE 9520RTractor  | 1RW9520RCJP061135 |
| 1116         | 2018     | JOHN DEERE 9470RTractor  | 1RW9470RHJP061116 |
| 729          | 2019     | JOHN DEERE 8245R Tractor   | 1RW8245RHJP140729 |
| 659          | 2019     | JOHN DEERE 8245R Tractor   | 1RW8245RVJP140659 |
| 755          | 2019     | JOHN DEERE 8245R Tractor   | 1RW8245RJJP140755 |
| 740          | 2019     | JOHN DEERE 8245R Tractor   | 1RW8245RKJP140740 |
| 659          | 2019     | JOHN DEERE 8270R Tractor   | 1RW8270RJJP140697 |
| 711          | 2019     | JOHN DEERE 8270R Tractor   | 1RW8270REJP140711 |
| 719          | 2019     | JOHN DEERE 8320R Tractor   | 1RW8320RVJD140719 |
| 761          | 2019     | JOHN DEERE 8320R Tractor   | 1RW8320RCJD140761 |
| 759          | 2019     | JOHN DEERE 8345R Tractor   | 1RW8345RHJD140759 |
| 767          | 2019     | JOHN DEERE 8345R Tractor   | 1RW8345RKJD140767 |
| 7505         | 2019     | John Deere 712FC 12Row Folding Corn Head                         | 1XF712FCTJX807505 |
| 7506         |          | John Deere 712FC 12Row Folding Corn Head                         | 1XF712FCPJX807506 |
| 5040         |          | John Deere 740FD draper head                                     | 1H0740FDPJ0805040 |
| 5048         |          | John Deere 740FD draper head                                     | 1H0740FDEJ0805048 |
| 1906         |          | JOHN DEERE S780 Combine  | 1H0S780SCJ0801906 |
| 5100         |          | JOHN DEERE S780 Combine  | 1H0S780SCJT805100 |
| 5066         |          | JOHN DEERE S780 Combine  | 1H0S780SAJT805066 |
| 0000         | 2010     |  |                   |

|         |         | na in the constant of the const |                   |
|---------|---------|---|-------------------|
|         |         | Loaders   |                   |
| *0282   | 2013    | John Deere 326E Skid Steer  | 1T0326EMVDJ250282 |
| 4108    | -+      | John Deere 724KXDW Wheel Loader   | 1DW724KZVDE654108 |
| K320-1  | _       | Komatsu End Loader 320-8  | 85247             |
| K320-2  |         | Komatsu End Loader 320-8  | 85250             |
| K320-3  |         | Komatsu End Loader 320-8  | 85246             |
| K320-4  |         | Komatsu End Loader 320-8  | 85245             |
| K380-5  | f       | Komatsu End Loader 320-8  | 85251             |
| K380-6  |         | Komatsu End Loader 380-8  | A74314            |
| K470-7  |         | Komatsu End Loader 470-8  | 100068            |
| K380-8  |         | Komatsu End Loader 380-8  | A74323            |
|         |         | Excavators  |                   |
|         |         |   |                   |
| D61-10  | 2016    | Komatsu Dozer D61PX-24  | 40022             |
| PC360-9 | 2016    | Komatsu Excavator PC360LC-11  | A35659            |
| 907     | 2004    | Hitachi ZX450LC Hydraulic   | HCM16J00V00010724 |
| 4780    | 2004    | John Deere 200C LC Hydraulic  | FF200CX504780     |
| 9543    | 2013    | John Deere 350GLC Excavator   | 1FF350GXVDE809543 |
| 7191    | 2013    | John Deere LR 3-60 Long Arm   | 16719-1           |
|         |         | Semi Tractors   |                   |
|         |         |   |                   |
| 1302    |         | Kenworth T800   | 1XKDDP9X8DJ345246 |
| 1303    |         | Kenworth T800   | 1XKDDP9XXDJ345247 |
| 1304    |         | Kenworth T800   | 1XKDDP9X1DJ345248 |
| 1306    |         | Kenworth T800   | 1XKDDP9XXDJ345250 |
| 1307    |         | Kenworth T800   | 1XKDDP9X1DJ345251 |
| 1308    |         | Kenworth T800   | 1XKDDP9X3DJ345252 |
| 1309    |         | Kenworth T800   | 1XKDDP9X5DJ345253 |
| 1310    |         | Kenworth T800   | 1XKDDP9X7DJ345254 |
| 1312    |         | Kenworth T800   | 1XKDDP9X0DJ345256 |
| 1313    |         | Kenworth T800   | 1XKDDP9X2DJ345257 |
| 1315    |         | Kenworth T800   | 1XKDDP9X6DJ345259 |
| 1322    |         | Kenworth T800   | 1XKDDP9X3DJ345266 |
| 1323    | ~~ł     | Kenworth T800   | 1XKDDP9X5DJ345267 |
| 1325    |         | Kenworth T800   | 1XKDDP9X9DJ345269 |
| 1326    |         | Kenworth T800   | 1XKDDP9X5DJ345270 |
| 1329    |         | Kenworth W900B T/A  | 1XKWD49X8DJ345271 |
| 1330    |         | Kenworth W900B T/A  | 1XKWD49XXDJ345272 |
| 1705    |         | Kenworth T880   | 1XKZDP9X5HJ158879 |
| 1714    |         | Kenworth T880   | 1XKZDP9XXHJ158876 |
| 1716    |         | Kenworth T880   | 1XKZDP9X1HJ158877 |
| 1717    |         | Kenworth T880   | 1XKZDP9X1HJ158880 |
| 1718    |         | Kenworth T880   | 1XKZDP9X3HJ158881 |
| 1719    |         | Kenworth T880   | 1XKZDP9X8HJ158875 |
| 1720    |         | Kenworth T880   | 1XKZDP9X5HJ158882 |
| 1721    |         | Kenworth T880   | 1XKZDP9X3HJ158878 |
| 1727    | ····· + | Kenworth T880   | 1XKZDP9X7HJ158883 |
| 1728    | 2017    | Kenworth T880   | 1XKZDP9X9HJ158884 |

..

| 1  | Dump Trailers   |   |
|--|---|---|
| 418  | 2005 MAC 35' Dump, 28-Yard  | 5MADN35215C009030   |
| 419  | 2005 MAC 35' Dump, 28-Yard  | 5MADN35275C009260   |
| 421  | 2005 MAC 35' Dump, 28-Yard  | 5MADN35265C009251   |
| 422  | 2005 MAC 35' Dump, 28-Yard  | 5MADN352X5C009253   |
| 424  | 2005 MAC 35' Dump, 28-Yard  | 5MADN35245C009247   |
| 465  | 2008 East 28' Aluminum End Dump, 28-Yard  | 1E1F9N2868RG42297   |
| 466  | 2007 East 28' Aluminum End Dump, 28-Yard  | 1E1F9N28X7RC41642   |
| 467  | 2007 East 28' Aluminum End Dump, 28-Yard  | 1E1F9N2817RC41643   |
| 468  | 2009 East 28' Aluminum End Dump, 28-Yard  | 1E1F9M28X9RC44229   |
| 471  | 2007 Vantage 35 Ft T/A End Dump Trailer, 28-Yard  | 4E7AA35267ASA1650   |
| 472  | 2007 Vantage 35 Ft T/A End Dump Trailer, 28-Yard  | 4E7AA35237ASA1461   |
| 473  | 2007 Vantage 35 Ft T/A End Dump Trailer, 28-Yard  | 4E7AA35217ASA1460   |
| 474  | 2007 Vantage 35 Ft T/A End Dump Trailer, 28-Yard  | 4E7AA35257ASA1459   |
| 475  | 2007 Vantage 35 Ft T/A End Dump Trailer, 28-Yard  | 4E7AA35237ASA1458   |
|  | Utility Trailers  |   |
|  |   |   |
| 279  | 2000 Dierzen Lowboy   | 1D913272IYI059567   |
| 280  | 2000 Dierzen Deliverall   | 1D913272I2I059503   |
|  | Tanker Trailers   |   |
|  |   |   |
| 303  | 1980 Polar American 6000 gallon SS  | SJ7R64694   |
| 304  | 1967 Fruehauf 6000 gallon SS  | UNG262602   |
| 322  | 1987 Polar 6700 gallon  | 1PMS34228H1008628   |
| 323  | 1987 Polar 6700 gallon  | 1PMS34220H1008624   |
| 325  | 1979 Fruehauf 6700 gallon   | UNV623308   |
| 336  | 1986 Acro 7100 Gallons Double Conical Tank Trailer  | 1A9114225G1005100   |
| 337  | 1987 Acro 7100 Gallons Double Conical Tank Trailer<br>Fertilizer Spreaders  | 1A9114227H1005021   |
|  |   |   |
| 22   | 2007 KNIGHT 8150T   | B0022   |
| 47   | 2008 KNIGHT 8150T   | B0047   |
| 48   | 2008 KNIGHT 8150T   | B0048   |
|  |   |   |
| 50   | 2008 KNIGHT 8150T   | B0050   |
| 50<br>54   | 2008 KNIGHT 8150 F  | B0050<br>B0054  |
|  |   | B0054   |
| 54   | 2008 KNIGHT 8150T   |   |
| 54<br>57   | 2008 KNIGHT 8150T<br>2008 KNIGHT 8150T  | B0054<br>B0057  |
| 54<br>57<br>59   | 2008 KNIGHT 8150T<br>2008 KNIGHT 8150T<br>2008 KNIGHT 8150T   | B0054<br>B0057<br>B0059   |
| 54<br>57<br>59<br>16   | 2008         KNIGHT 8150T           2008         KNIGHT 8150T           2008         KNIGHT 8150T           2009         KNIGHT 8150T   | B0054<br>B0057<br>B0059<br>C0016  |
| 54<br>57<br>59<br>16<br>25   | 2008         KNIGHT 8150T           2008         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T   | B0054<br>B0057<br>B0059<br>C0016<br>C0025   |
| 54<br>57<br>59<br>16<br>25<br>35   | 2008         KNIGHT 8150T           2008         KNIGHT 8150T           2008         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T   | B0054<br>B0057<br>B0059<br>C0016<br>C0025<br>C0035  |
| 54<br>57<br>59<br>16<br>25<br>35<br>75   | 2008         KNIGHT 8150T           2008         KNIGHT 8150T           2008         KNIGHT 8150T           2009         KNIGHT 8150T           2011         KNIGHT 8150T   | B0054<br>B0057<br>B0059<br>C0016<br>C0025<br>C0035<br>C0075   |
| 54<br>57<br>59<br>16<br>25<br>35<br>75<br>77   | 2008         KNIGHT 8150T           2008         KNIGHT 8150T           2008         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T           2011         KNIGHT 8150T           2011         KNIGHT 8150T           2011         KNIGHT 8150T   | B0054           B0057           B0059           C0016           C0025           C0035           C0075           C0077   |
| 54<br>57<br>59<br>16<br>25<br>35<br>75<br>77<br>78   | 2008         KNIGHT 8150T           2008         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T           2011         KNIGHT 8150T   | B0054           B0057           B0059           C0016           C0025           C0035           C0075           C0078   |
| 54<br>57<br>59<br>16<br>25<br>35<br>75<br>77<br>78<br>80   | 2008         KNIGHT 8150T           2008         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T           2011         KNIGHT 8150T   | B0054           B0057           B0059           C0016           C0025           C0035           C0075           C0078           C0080   |
| 54<br>57<br>59<br>16<br>25<br>35<br>75<br>77<br>78<br>80<br>82   | 2008         KNIGHT 8150T           2008         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T           2011         KNIGHT 8150T   | B0054           B0057           B0059           C0016           C0025           C0035           C0075           C0078           C0080           C0082   |
| 54<br>57<br>59<br>16<br>25<br>35<br>75<br>77<br>78<br>80<br>82<br>1687   | 2008         KNIGHT 8150T           2008         KNIGHT 8150T           2008         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T           2011         KNIGHT 8150T           2003         Husky 7400 | B0054           B0057           B0059           C0016           C0025           C0035           C0075           C0078           C0080           SE031687  |
| 54<br>57<br>59<br>16<br>25<br>35<br>75<br>77<br>78<br>80<br>82<br>1687<br>1688   | 2008       KNIGHT 8150T         2008       KNIGHT 8150T         2009       KNIGHT 8150T         2009       KNIGHT 8150T         2009       KNIGHT 8150T         2009       KNIGHT 8150T         2011       KNIGHT 8150T         2003       Husky 7400         2003       Husky 7400         2008       Husky 7400         2008       Husky 7400   | B0054<br>B0057<br>B0059<br>C0016<br>C0025<br>C0035<br>C0075<br>C0077<br>C0078<br>C0080<br>C0082<br>SE031687<br>SE031688   |
| 54           57           59           16           25           35           75           77           78           80           82           1687           1688           1911           1912 | 2008         KNIGHT 8150T           2008         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T           2009         KNIGHT 8150T           2011         KNIGHT 8150T           2003         Husky 7400           2003         Husky 7400           2008         Husky 7400   | B0054<br>B0057<br>B0059<br>C0016<br>C0025<br>C0035<br>C0075<br>C0077<br>C0078<br>C0080<br>C0080<br>C0082<br>SE031687<br>SE031688<br>SE081911  |
| 54<br>57<br>59<br>16<br>25<br>35<br>75<br>77<br>78<br>80<br>82<br>1687<br>1688<br>1911<br>1912   | 2008       KNIGHT 8150T         2008       KNIGHT 8150T         2009       KNIGHT 8150T         2009       KNIGHT 8150T         2009       KNIGHT 8150T         2011       KNIGHT 8150T         2003       Husky 7400         2008       Husky 7400         2008       Husky 7400         2008       Husky 7400   | B0054           B0057           B0059           C0016           C0025           C0035           C0075           C0078           C0080           C0082           SE031687           SE031688           SE081911           SE081912 |
| 54           57           59           16           25           35           75           77           78           80           82           1687           1688           1911           1912 | 2008       KNIGHT 8150T         2008       KNIGHT 8150T         2009       KNIGHT 8150T         2009       KNIGHT 8150T         2009       KNIGHT 8150T         2009       KNIGHT 8150T         2011       KNIGHT 8150T         2003       Husky 7400         2003       Husky 7400         2008       Husky 7400         2008       Husky 7400   | B0054           B0057           B0059           C0016           C0025           C0035           C0075           C0078           C0080           C0082           SE031687           SE031688           SE081911                    |

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#### CORRECTED PERMIT ILLINOIS ENVIRONMENTAL PROTECTION AGENCY WATER POLLUTION CONTROL PERMIT

PERMIT NO .: 2018-SC-63790

LOG NUMBERS: 2018-63790 BUREAU ID: W0938030006 FINAL PLANS, SPECIFICATIONS, APPLICATION AND SUPPORTING DOCUMENTS PREPARED BY: Stewart Spreading, Inc.

DATE ISSUED: December 27, 2018 CORRECTION DATE: January 18, 2019

SUBJECT: STEWART SPREADING, INC-Land Application of Sludge

PERMITTEE TO OPERATE

Stewart Spreading, Inc. 3874 North Illinois Route 71 Sheridan, Illinois 60551

Permit is hereby granted to the above designated permittee(s) to operate water pollution control facilities described as follows:

Application of approximately 125,000 dry tons per year of sewage sludge to agricultural lands at rates not to exceed the agronomic nitrogen demand of the crop grown.

Application of approximately 125,000 dry tons per year of water treatment plant sludge to agricultural lands at rates not to exceed the agronomic purposes.

This operating permit expires on November 30, 2021.

This permit renews and replaces Permit Numbers 2014-SC-58345, 2014-SC-58345-1, 2014-SC-58345-2 and 2014-SC-58345-3 which were previously issued for the herein permitted facilities.

This Permit is issued subject to the following Special Condition(s). If such Special Condition(s) require(s) additional or revised facilities, satisfactory engineering plan documents must be submitted to this Agency for review and approval for issuance of a Supplemental Permit.

SPECIAL CONDITION 1: Sludge shall not be applied to the soils designated by 241D3 and 241E3 Chatsworth Silty Clay.

SPECIAL CONDITION 2: Sludge stored off the treatment plant site shall be performed within the following guidelines:

- 1. Off-site interim storage of liquid sludge shall not be allowed.
- Off-site interim storage of dried sewage sludge in excess of 30 days shall not be allowed. Off-site interim storage
  of water treatment plant lime sludge shall not be stored in excess of 60 days. In addition, measures shall be taken
  to contain runoff and leachate from any dried sludge that is stored.
- 3. Off-site stockpiling of sludge is prohibited from November 15 to March 1, unless such stockpiling occurs on sites

#### Page 1 of 9

# THE STANDARD CONDITIONS OF ISSUANCE INDICATED ON THE REVERSE SIDE MUST BE COMPLIED WITH IN FULL. READ ALL CONDITIONS CAREFULLY.

SAK:SKT:n:\bow\permits\wpdocs\docs\permits\stateco n\tandon\2018-63790.docx DIVISION OF WATER POLLUTION CONTROL

any L. Dayoul

Amy L. Dragovich, P.E. Manager, Permit Section

cc: EPA-Peoria FOS EPA-Des Plaines FOS Records - Municipal

## ILLINOIS COMMERCE COMMISSION TRANSPORTATION DIVISION PUBLIC CARRIER CERTIFICATE

# 139573 MC STEWART SPREADING, INC.

Pursuant to the provisions of the Illinois Commercial Transportation Law (625 ILCS 5/18c-1001 et seq.), this certificate authorizes the above-named motor carrier to operate in intrastate commerce transporting:

# ANY AND ALL COMMODITIES (Except Household Goods)

The privilege conveyed by this certificate is conditioned upon compliance with all applicable provisions of State Law and rules.

The vehicles of this certificate holder must be identified in accordance with 92 Ill. Adm. Code 1307.

The holder of this license certifies to the Commission that it will perform transportation activities only with the lawful amount of insurance in accordance with 92 III Adm. Code 1425.

Issue Date: June 24, 2005

Processing Section Transportation Division


**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY** 

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 · (217) 782-3397 JB PRITZKER, GOVERNOR JOHN J. KIM, DIRECTOR

October 2, 2019

Stewart Spreading Mr. Dan Nordmann 3870 North Route 71 Sheridan, Illinois 60551

Re: 0991105009 -- -- LaSalle County Stewart Spreading -- S.W.H. Permit 4832-10 Modification 000 USEPA Waste Handling ID --For Special Waste Hauling 25

Dear Mr. Nordmann:

Special Waste Hauling Permit 4832-10 Modification 000 is hereby issued to Stewart Spreading to engage in special waste hauling in the State of Illinois. In accordance with this Special Waste Hauling Permit, Stewart Spreading may utilize the vehicles, tanks, and equipment enumerated in the Special Waste Hauling Permit Application dated August 6, 2019 and consisting of 2 pages. A copy of the Special Waste Hauling Permit Application is hereby incorporated by reference.

This Special Waste Hauling Permit is issued subject to the standard conditions set forth on pages 4 and 5 of this permit, attached hereto and incorporated herein by reference, and is further subject to any additional conditions, including the terms of this letter.

This Special Waste Hauling Permit issued October 2, 2019 is valid from October 1, 2019, to and through September 30, 2022, for all registered vehicles identified in the application. No special waste hauling may be conducted in any vehicles, tanks or other equipment that are not enumerated in the Special Waste Hauling Permit Application dated August 6, 2019, and this permit dated October 2, 2019, unless a written request to modify this permit is submitted to the Agency, and a written approval of such proposed modification is issued.

In accordance with 35 Ill. Adm. Code 809, et seq., upon issuance of a special waste hauling permit, the owner and/or operator of any vehicle used to transport special waste shall maintain within the vehicle a legible photocopy of the special waste-hauling permit. Issuance of the special waste hauling permit shall be disclosed by the owner and operator of the vehicle to any representative of the State of Illinois, any generator of the special waste, or any treatment storage, or disposal facility which has handled, is handling or will handle the special waste. Upon request by such representative, the owner and operator of the vehicle for review shall make the photocopy available. The owner/operator of the vehicle shall also comply with any otherwise applicable federal regulations.

If you have any questions, please contact Hope Wright at either Hope. Wright@illinois.gov or (217) 785-2361.

Sincerely, ζ.

James Jennings, Manager Waste Reduction and Compliance Section Bureau of Land

JJ:

4302 N. Main Street, Rockford, IL 61103 (815) 987–7760 595 S. State Street, Elgin, IL 60123 (847) 608-3131 2125 S. First Street, Champaign, IL 61820 (217) 278-5800 2009 Mall Street Collinsville, IL 62234 (618) 346-5120 9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000 412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022 2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200 100 W. Randolph Street, Suite 4-500, Chicago, IL 60601

| 1           | CORD C   | ERT                                    | IFICATE OF LIA  | BIL                 | ITY INS                                | URANG                               | E   |                              | (MM/DD/YYYY)<br>(28/2019              |
|-------------|--|--|---|---------------------|--|-------------------------------------|---|------------------------------|---------------------------------------|
|             | THIS CERTIFICATE IS ISSUED AS A<br>CERTIFICATE DOES NOT AFFIRMA<br>BELOW. THIS CERTIFICATE OF IN<br>REPRESENTATIVE OR PRODUCER, A<br>MPORTANT: If the certificate holder<br>the terms and conditions of the policy | SURAN<br>ND THI<br>is an A<br>, certai | OR NEGATIVELY AMEND,<br>CE DOES NOT CONSTITU<br>E CERTIFICATE HOLDER.<br>ADDITIONAL INSURED, the<br>n policies may require an e | EXTE                | ND OR ALT<br>CONTRACT<br>(ies) must be | ER THE CO<br>BETWEEN<br>e endorsed. | OVERAGE AFFORDED<br>THE ISSUING INSUREF                         | TE HOI<br>BY THE<br>R(S), AU | LDER. THIS<br>E POLICIES<br>JTHORIZED |
|             | certificate holder in lieu of such endo  | semen                                  | t(s).   | CONT/               | CT                                     |                                     |   |                              |                                       |
| E           | sser Hayes Insurance Group   |  |   | NAME:               |  | 5-2077                              | FAX<br>(A/C, No):   | 630-35                       | 5-7996                                |
|             | 311 High Grove, Suite 139<br>aperville IL 60540-9100   |  |   | E-MAIL<br>ADDRE     | ss: COI@es                             | serhayes.cor                        | n   | 000 00                       | 01000                                 |
|             |  |  |   |                     | INS                                    | SURER(S) AFFO                       | RDING COVERAGE  |                              | NAIC #                                |
|             | URED   | STEWAR                                 | т   |                     | RA: Westfiel                           |                                     |   |                              | 24112                                 |
| St          | ewart Spreading Inc.   | 012100                                 |   |                     | пе:Acciden<br>Rc:TokioM                |                                     |   |                              | 10166<br>23850                        |
|             | 370 N. IL Rte. 71<br>peridan IL 60551  |  |   |                     | R D : Markel I                         |                                     |   |                              | 38970                                 |
|             |  |  |   | INSUR               | RE: Cincinna                           | ati Insurance                       | Company   |                              | 10677                                 |
|             |  |  |   | INSUR               | RF:                                    |                                     | · · · · · · · · · · · · · · · · · · ·                           |                              |                                       |
| -           | VERAGES CERTIFY THAT THE POLICIES  |  | TE NUMBER: 987829415  | /F RFF              | N ISSUED TO                            | THE INSUR                           | REVISION NUMBER:  |                              |                                       |
| II<br>C     | NDICATED. NOTWITHSTANDING ANY RI<br>ERTIFICATE MAY BE ISSUED OR MAY<br>EXCLUSIONS AND CONDITIONS OF SUCH   | EQUIREI<br>PERTAII                     | MENT, TERM OR CONDITION<br>N, THE INSURANCE AFFORD  | of an<br>Ed by      | Y CONTRACT<br>THE POLICIE              | OR OTHER                            | Document with Respe<br>D Herein is subject to                   | CT TO V                      | NHICH THIS                            |
| INSR<br>LTR |  |  | BR  |                     | POLICY EFF<br>(MM/DD/YYYY)             | POLICY EXP<br>(MM/DD/YYYY)          | LIMIT   | s                            |                                       |
| A           | X COMMERCIAL GENERAL LIABILITY   | Y                                      | CAG4041753  |                     | 6/28/2019                              | 6/28/2020                           | EACH OCCURRENCE<br>DAMAGE TO RENTED<br>PREMISES (Ea occurrence) | \$ 1,000,0<br>\$ 500,00      |                                       |
|             |  |  |   |                     |  |                                     | MED EXP (Any one person)  | \$ 5,000                     |                                       |
|             | []   |  |   |                     |  |                                     | PERSONAL & ADV INJURY   | \$ 1,000,0                   | 00                                    |
|             | GEN'L AGGREGATE LIMIT APPLIES PER:   |  |   |                     |  |                                     | GENERAL AGGREGATE   | \$ 2,000,0                   |                                       |
|             | OTHER:   |  |   |                     |  |                                     | PRODUCTS - COMP/OP AGG  | \$ 2,000,0<br>\$             |                                       |
| A           |  | Y                                      | CAG4041753  |                     | 6/28/2019                              | 6/28/2020                           | (Ea accident)<br>BODILY (NJURY (Per person)                     | \$ <u>1,000,0</u><br>\$      | 00                                    |
|             | ALL OWNED SCHEDULED  |  |   |                     |  |                                     | BODILY INJURY (Per accident)                                    | \$                           |                                       |
|             | X HIRED AUTOS X NON-OWNED AUTOS  |  |   |                     |  |                                     | PROPERTY DAMAGE<br>(Per accident)                               | \$                           |                                       |
|             |  |  |   |                     |  |                                     |   | \$                           |                                       |
| A           | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS MADE   |  | CAG4041753  |                     | 6/28/2019                              | 6/28/2020                           | EACH OCCURRENCE   | \$ 5,000,0                   |                                       |
|             | DED X RETENTION \$ N/A   |  |   |                     |  |                                     | AGGREGATE   | \$ 5,000,0<br>\$             | 00                                    |
| В           | WORKERS COMPENSATION   |  | WCS7500515  |                     | 6/28/2019                              | 6/28/2020                           | X PER OTH-  | \$                           |                                       |
|             | AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE   | N/A                                    |   |                     |  |                                     | E.L. EACH ACCIDENT  | \$ 500,000                   | )                                     |
|             | (Mandatory in NH)<br>If yes, describe under  |  |   |                     | ÷                                      |                                     | E.L. DISEASE - EA EMPLOYEE                                      | \$ 500,000                   | )                                     |
| 0           | DÉSCRIPTION OF OPERATIONS below<br>POLLUTION   |  | PPK1806774  |                     | 4/14/2018                              | 4/14/2020                           | E.L. DISEASE - POLICY LIMIT                                     | \$ 500,000                   | 000/INC                               |
| CED         | MOTOR TRUCK CARGO<br>EXCESS LIABILITY  |  | ENP 0335709<br>MKLM3EUE100607   |                     | 6/28/2018<br>6/28/2019                 | 6/28/2021<br>6/28/2020              | \$500 DEDUCTIBLE<br>\$5,000,000/OCC                             | \$25,000                     | 000/AGGR                              |
| THE         | CRIPTION OF OPERATIONS / LOCATIONS / VEHICL<br>E CITY OF BENSENVILLE ARE ADDITI<br>IMARY/NON-CONTRIBUTORY BASIS.<br>DORSEMENT FORM(S) ATTACHED.  |  |   |                     |  |                                     |   |                              |                                       |
| CFF         | RTIFICATE HOLDER   |  |   | CANC                |  |                                     |   |                              |                                       |
|             | Village of Bensenville<br>12 S. Center<br>Bensenvile IL 60106  |  |   | SHOI<br>THE<br>ACCO | JLD ANY OF T<br>EXPIRATION             | DATE THE                            | ESCRIBED POLICIES BE CA<br>REOF, NOTICE WILL B<br>Y PROVISIONS. |                              |                                       |
|             |  |  |   |                     | ~/1                                    |                                     |   |                              |                                       |
|             |  |  |   |                     | © 198                                  | 8-2014 ACC                          | RD CORPORATION. A   | All right                    | s reserved.                           |

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### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)   | Location(s) Of Covered Operations |
|--|-----------------------------------|
| All persons or organizations when you have<br>agreed in writing in a contract or agreement<br>that such persons or organizations be added<br>as an additional insured. | All Locations                     |

A. Section II - Who Is An Insured is amended to 1. All work, in include as an additional insured the person(s)

- or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury". "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions: or
  - 2. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement: or
- 2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2 Insurance Services Office Inc., 2012

### 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 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)   | Location(s) And Description Of Covered Operations |
|--|---|
| All persons or organizations when you have<br>agreed in writing in a contract or agreement<br>that such persons or organizations be added<br>as an additional insured. | All Locations                                     |

A. 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 "productscompleted operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance.

- 1. Required by the contract or agreement: or
- 2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2) Insurance Services Office Inc. 2012

CG 20 37 04 13

# Document A310<sup>™</sup> – 2010

SURETY:

702 Oberlin Road

Conforms with The American Institute of Architects AIA Document 310

(Name, legal status and principal place of business) Harco National Insurance Company

# **Bid Bond**

CONTRACTOR: (Name, legal status and address)

Stewart Spreading, Inc.

3870 N. Route 71

Sheridan, IL 60551

#### OWNER:

(Name, legal status and address) Bensonville Public Works 717 E. Jefferson Street Bensonville, IL 60106

### BOND AMOUNT: \$ 5%

Downers Grove, IL 60515

Raleigh, NC 27605-0800This document has important<br/>legal consequences. ConsultationMailing Address for Noticeswith an attorney is encouraged<br/>with respect to its completion or<br/>modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

2020-2021 Sludge Hauling

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptation eof bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of January, 2020

|                        | Stewart Spreading, Inc.               |       |
|------------------------|---------------------------------------|-------|
| Me Halmagy             | (Principal) (                         | Seal) |
| (Witness)              | By Allt Hiwat                         |       |
| $\bigcap$              | Harco National Insurance Company      |       |
| Chammen Bard           | (Surety) (S                           | Seal) |
| (Witness) Jasmine Baez | By: The By: The Andrew Attorney-In-Fa | ct    |

| State of | IL |  |
|----------|----|--|
|          |    |  |

County of DuPage

# SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I,Jasmine BaezNotary Public ofDuPageCounty, in the State ofIL,do hereby certify thatKelly A. GardnerAttorney-in-Fact, of the Harco National InsuranceCompanywho is personally known to me to be the same person whosename is subscribed to the foregoing instrument, appeared before me this day in person, andacknowledged that shesigned, sealed and delivered said instrument, for and on behalf of theHarco National Insurance Companyfor the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 8th day of January , 2020 .

Notary Public Jasmine Baez

My Commission expires: January 22, 2022



# POWER OF ATTORNEY

### HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

AMY B. WICKETT, R.L. MCWETHY, DAWN L. MORGAN, KEVIN J. SCANLON, ROBERT W. KEGLEY JR., KELLY A. GARDNER, JAMES I. MOORE, ELAINE MARCUS, JENNIFER J. MC COMB, MELISSA SCHMIDT, STEPHEN T. KAZMER

#### Downers Grove, IL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation'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 obligations in the nature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS County of Cook



Executive Vice President, Harco National Insurance Company and International Fidelity Insurance Company

Kenneth Chapman

On this 31st day of December, 2018 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey My Commission Expires April 4, 2023

#### CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day. January 08, 2020



# Village of Bensenville

| 1 | Submittal Checklist - Bid Packet must be returned in its entirety |
|---|---|
|   | Bidder Information Sheet  |
|   | Bid Price Sheet   |
|   | Equipment List  |
|   | Addenda Number Acknowledged, if applicable                        |
|   | References  |
|   | Bid Security of 5%  |
|   | Signature Page  |

| AWARDED CONTRACTOR REQUIREMENTS              |   |  |  |  |
|--|---|--|--|--|
| Performance Bond, if applicable              | 25% due within 10 days of notice of award |  |  |  |
| Payment Bond, if applicable                  | 25% due within 10 days of notice of award |  |  |  |
| Certificate of Insurance                     |   |  |  |  |
| Certificate of Compliance                    |   |  |  |  |
| Executed Contract with Authorized Signatures |   |  |  |  |

TYPE:

### SUBMITTED BY: Joe Caracci

<u>Ordinance</u>

DEPARTMENT: Public Works DATE: September 21, 2021

### **DESCRIPTION:**

<u>Consideration of an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply and Approval</u> of a Supplemental Highway Authority Agreement in a Designated Area near 647 South York Road in the <u>Village of Bensenville, Illinois</u>

# 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:**

COW

September 21, 2021

DATE:

# **BACKGROUND:**

Sunny Petroleum, Inc. is the owner of the property located at 647 S. York Road. They are also the owner and operator of one or more leaking underground storage tanks (LUST) presently or formerly located at this address. As a result of one or more releases of contaminants from the above mentioned underground storage tanks (UST), soil and groundwater contamination at the site exceeds Tier 1 residential remediation objectives of 35 III. Adm. Code 742. Sunny Petroleum is conducting corrective action measures as part of the releases.

The Illinois Emergency Management Agency has assigned incident number 20170201 to the Release.

# **KEY ISSUES:**

The Groundwater component of the Ordinance encompasses the entire property located at 647 South York Road and legally described within Exhibit A of the Supplemental HAA. The Ordinance prohibits the use of groundwater as a potable water supply in perpetuity. Current Village ordinance requires any new installation of a potable water supply be connected a Village water main as long as one exists within 400 feet.

The Supplemental Highway Authority Agreement (HAA) is required as potential contamination is located within the Village's right-of-way (ROW). The HAA maintains the Village's control over the ROW, requires the Owner to pay to maintain the pavement as an engineered barrier, and requires the Owner to pay for any removal or remediation necessary in the future. The Village's sole responsibility under the HAA is to notify permit applicants who desire to utilize the ROW of the potential contamination. The Village will receive \$2,000 as compensation for the review and ongoing efforts to notify permit applicants.

The Ordinance will be recorded with the County as well as IEPA.

This item is being brought back to the Village Board due to some minor revisions requested by the Illinois Environmental Department Agency (IEPA).

## ALTERNATIVES:

Discretion of the Committee.

### **RECOMMENDATION:**

Staff recommends approval of the Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply and Approval of a Supplemental Highway Authority Agreement in a Designated Area near 647 South York Road in the Village of Bensenville, Illinois.

## **BUDGET IMPACT:**

The Village will receive \$2,000 for this work and consideration.

# **ACTION REQUIRED:**

Approval of an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply and Approval of a Supplemental Highway Authority Agreement in a Designated Area near 647 South York Road in the Village of Bensenville, Illinois.

### ATTACHMENTS:

### **Description**

Groundwater Ordinance / HAA 647 S. York Road with Exhibits Request Letter - 647 S. York

| <u>Upload Date</u> | <u>Туре</u>     |
|--------------------|-----------------|
| 9/14/2021          | Ordinance       |
| 12/30/2020         | Backup Material |

STATE OF ILLINOIS ) ) SS COUNTY OF DUPAGE )

<u>Property Address</u>: 647 South York Road Bensenville, Illinois 60106

PIN(s): 03-24-300-036

Prepared by and Return to: Village of Bensenville Director of Public Works 12 South Center Street Bensenville, IL 60106

### SUPPLEMENTAL HIGHWAY AUTHORITY AND INDEMNITY AGREEMENT BETWEEN SUNNY PETROLEUM, INCORPORATED AND THE VILLAGE OF BENSENVILLE

This Supplemental Highway Authority and Indemnity Agreement ("Agreement") is entered into this 28<sup>th</sup> day of September, 2021 by and between Sunny Petroleum, Incorporated ("Owner") and the Village of Bensenville, DuPage and Cook Counties, Illinois ("Village"). The Owner and Village are collectively referred to hereinafter as the "Parties" or individually as the "Party".

### RECITALS

**WHEREAS**, Owner is the owner of certain real property located at 647 South York Road, Bensenville, Illinois ("Site") and legally described in <u>Exhibit A</u>; and

**WHEREAS**, Owner is pursuing corrective action at the Site and in the right-of-way adjacent to the Site; and

WHEREAS, Owner discovered and reported the presence of contaminant impacted soil and groundwater at the Site and in the adjacent rights-of-way known as South York Road and Green Street (collectively, "Right-of-Way"), where such contaminants exceed the Tier 1 residential remediation objectives under 35 Ill. Admin. Code Section 742 ("Incident"); and

**WHEREAS**, Village holds fee simple interest or a dedication for highway purposes in the Right-of-Way. For purposes of this Agreement, the term "jurisdiction" of the Right-of-Way means the Village exercises access control over the use of groundwater beneath the Right-of-Way and over access to the soil beneath the Right-of-Way because a permit must be obtained from the Village for that access within the Right-of-Way; and

**WHEREAS**, Owner's studies indicate that there is contamination in soil and groundwater located within the Right-of-Way, which area is depicted on <u>Exhibit B</u> ("Affected Area"); and

WHEREAS, the Illinois Emergency Management Agency ("IEMA") has assigned incident number 20170201 to the Incident; and

**WHEREAS**, under 35 III. Admin. Code 742.1020, the use of risk-based, site-specific remediation objectives in the right-of-way require the Parties to enter into a Highway Authority Agreement ("Highway Authority Agreement"), in lieu of active remediation of the contaminant-impacted soil and/or groundwater; and

**WHEREAS**, the Owner has requested that the Village enter into a Highway Authority Agreement in the form prescribed by the Illinois Environmental Protection Agency, set forth in <u>Exhibit C</u> ("Highway Authority Agreement"), as Owner desires to limit any potential threat to human health from contaminated soil and groundwater impacted from such contamination and has requested that the Village enter into the Highway Authority Agreement that would impose requirements on individuals or entities who would work in the area subject to the Highway Authority Agreement ("Institutional Control"); and

**WHEREAS**, the Village, as a condition of entering into the Highway Authority Agreement, requires certain covenants and agreements on the part of the Owner in exchange for its agreement to execute the Highway Authority Agreement; and

**WHEREAS**, the Village is an Illinois municipal corporation and is entering into this Agreement pursuant to all powers and authority that it has under the Illinois Constitution and other applicable law.

**NOW, THEREFORE**, in exchange for joint and mutual undertakings and other consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. <u>Recitals</u>. The foregoing recitals are meant to be binding upon the Parties and represent the findings and understandings between the Parties, and as such the recitals are hereby incorporated into this Agreement by this reference as though fully set forth herein.

2. <u>Consideration</u>. In order to induce the Village to execute and enter into the Highway Authority Agreement, Owner covenants and agrees, as follows:

a. That there is a rebuttable presumption that contaminants found in the Affected Area arose from the release of contaminants from the Site. Nothing contained in this Agreement shall be construed as an admission of liability by Owner for any environmental condition at or adjacent to the Site or at Owner's property but, Owner will undertake the activities set forth herein irrespective of any nonadmission. Any soil that must be disposed of at a special handling, treatment, storage or disposal facility or landfill will be considered contaminated and whether such soil is contaminated shall be determined by an environmental engineer retained by the Village or deemed reasonable to the Village, in its sole discretion.

- b. Except as noted herein, neither the Highway Authority Agreement nor this Agreement limits in any way the Village's ability to construct, reconstruct, improve, repair, maintain or operate a highway upon the Right-of-Way or to allow others to use or possess the Right-of-Way by permit or vacation. In relation thereto, the Owner agrees and acknowledges that the Village expressly reserves the right and the right of those using the Right-of-Way under permit to remove contaminated soil or groundwater from its Right-of-Way and to dispose of such contaminants as is appropriate under applicable environmental laws. The Village further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access."
- c. As the pavement in the Right-of-Way may be considered an engineered barrier that may be required by applicable environmental laws, Owner agrees to reimburse the Village for maintenance activities requested by Owner or recommended by the Village in writing in order to maintain it as a barrier; provided, however, that the Village shall have no obligation to make such recommendations to Owner. Except for ordinary maintenance consistent with that performed by the Village on other Village highways, the Village does not agree: (i) to perform maintenance of the Right-of-Way; (ii) that the Right-of-Way will remain a Village highway or alley; or (iii) that it will maintain or be obligated to maintain the Right-of-Way as an engineered barrier.
- d. That Owner shall be responsible for all costs and expenses incurred by the Village to investigate contamination in the Right-of-Way and to dispose of or treat any contaminated soil or groundwater caused by the release of contaminants from the Site. If Owner is allowed or required to remove and dispose of the contaminated soil and/or groundwater necessary for the Village's work, the removal or disposal shall be done in advance and based upon site investigation (which may be modified by field conditions during excavation), which Owner may review, unless there is an emergency or an immediate threat to the health or safety to any individual or to the public that the Village must timely address. The Parties understand and agree that the Village's soil and groundwater removal will be in conjunction or associated with other work being done by the Village in, on, under or near the Affected Area, and part of the purpose of this paragraph is that if the Village encounters contaminated soil and/or groundwater while working on its utilities, or on a municipal project or otherwise, it will not be responsible in any way for the cost associated with encountering, removing and/or disposing of the contaminated soil and/or groundwater. In addition, it is specifically understood and agreed between the Parties that the Village will not be identified at any time, in any place, document or manifest as the owner, generator or transporter of contaminated soil or

groundwater taken from the Site. If asked, Owner shall cooperate with the Village in the removal and disposal of such soil and groundwater and shall sign all necessary documents and manifests for the proper transportation and disposal of the soil and/or groundwater. Owner shall pay all costs and expenses incurred by the Village. Owner shall tender a cashier's check payable to the Village within thirty (30) days of written demand by the Village.

3. <u>Permits for Work in Right-Way</u>. In addition to the other requirements herein, the Village's responsibility under this Agreement and the Highway Authority Agreement with respect to others using the Right-of-Way under permit from the Village is to include the following, or similar language, in future permit provisions: "The Right-of-Way includes areas where access to contaminated soil or groundwater is governed by Tiered Approach to Corrective Action Objectives ("TACO") remediation objectives. The permittee shall take measures before, during and after any access to these areas to protect worker safety and human health and the environment. Excavated, contaminated soil should be properly disposed of off-site in conformance with applicable laws, ordinances, rules and regulations."

As additional consideration for services of Village to process Owner's request of the Highway Authority Agreement, Owner agrees to reimburse the Village for the reasonable cost it must incur in connection with its technical review and in providing such services, as herein provided in this section. Such cost shall be prepaid to the Village in the amount of Two Thousand Dollars (\$2,000.00). Owner further hereby releases the Village from any type of liability or harm for breach of this Agreement by others under permit and agrees to fully defend and indemnify the Village Indemnities against any and all claims or demands that may arise from others under permit causing a breach of this Agreement.

4. <u>Indemnification</u>. Owner agrees to indemnify, hold harmless, and defend the Village, its departments, officers, officials, employees, engineers, attorneys, agents, contractors, and subcontractors or successor in interest ("Village Indemnitees") against all claims, obligations, and liabilities asserted against or costs incurred by the Village Indemnitees, including, without limitation, remediation costs and expenses, consultants' fees, attorneys' fees and court costs, associated with the Incident or release of contaminants from the Site by, or on behalf of, Owner, its predecessor corporate entities or predecessor owners and operators of the Site. Notwithstanding the foregoing, Owner shall have no obligation to indemnify the Village Indemnitees arising from the gross negligence of the Village Indemnitee. The indemnities set forth herein shall survive the Termination or Expiration of the Highway Authority Agreement and this Agreement.

5. <u>Covenant Run with the Land</u>. This Agreement (including attachments, addendums, and amendments) shall run with the land and be binding upon all assigns and successors in interest to the Owner/Operator of the Site. The Owner/Operator shall cause copies of this Agreement and the executed Highway Authority Agreement to be recorded in the office of the DuPage County Recorder of Deeds in the chain of title for the Site within 30 days of execution by the last Party.

6. <u>Default by Owner</u>. Any violation of the terms and conditions of this Agreement by Owner, or its successor(s) in interest, shall be an event of default and the Village shall have the

following rights and remedies: (i) seek actual monetary damages against the Owner; and (ii) exercise all rights and remedies available at law or equity.

7. Default by Village. Should the Village violate the terms and conditions of this Agreement, Owner's sole remedy is for an action for damages in the Circuit Court of DuPage County. Any and all claims for damages against the Indemnified Parties arising anytime for any breach of this Agreement are limited to an aggregate maximum of \$5,000.00. No other breach by Village Indemnities or others under permit, of a provision of this Agreement is actionable in either law or equity by Owner against Village Indemnities and Owner hereby releases Village Indemnities, or others under permit from the Village for any cause of action it may have against them, other than as allowed in this paragraph, arising under this Agreement or environmental laws, regulations or common law governing the contaminated soil or groundwater in the right-of-way. Should the Village convey, vacate, or transfer jurisdiction of that right-of-way, Owner may pursue an action under this Agreement against the successors in interest, other than the Village Indemnities, or State agency, in a court of law.

8. <u>Binding.</u> This Agreement has been made and delivered in DuPage County, Illinois and shall be construed according to and governed by the internal laws of the County of DuPage and State of Illinois without regard to its conflict of law rules. If any provision hereof shall be held invalid, prohibited or unenforceable under any applicable laws, such invalidity, prohibition or unenforceability shall be limited to such provision and shall not affect or invalidate the other provisions hereof or affect the validity or enforceability of such provision, and to that extent, the provisions hereof are severable. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. The rights and remedies of the Village herein are cumulative and the exercise or use of any one or more thereof shall not bar the Village from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise or use of any right or remedy by the Village waive any other right or remedy.

This Agreement is not binding upon the Village until it is executed by the undersigned representative of the Village and, prior to execution, this Agreement constitutes an offer by Owner. The Owner represents and certifies that they are fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the Owner. This Agreement shall be binding upon the Owner and its successors and assigns for so long as the Institutional Control is required by Owner as an Institutional Control as defined by all environmental laws and regulations. Provided, however, Owner's duty to indemnify Village shall survive if any liabilities are incurred. No transfer of Owner's rights or obligations hereunder shall be made without the prior written approval of the Village, in its sole discretion.

This Agreement and the prior Highway Authority and Indemnity Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof. This Agreement may not be amended, modified, revised, supplemented, or restated except by writing signed by each of the Parties hereto. In construing this Agreement or determining the rights of the Parties hereunder, no Party shall be deemed to have drafted or created this Agreement or any portion thereof. If any conflict or inconsistency exist between this Agreement and the Highway Authority Agreement, the highest or most restrictive standard shall control. 9. <u>Term</u>. This Agreement shall continue in effect from the date of this Agreement until the Right-of-Way is demonstrated, to the satisfaction of the IEPA and the Village, to be suitable for unrestricted use and the IEPA determines there is no longer a need for a Highway Authority Agreement in relation to the Right-of-Way.

10. <u>Notice</u>. Any notice required or permitted to be given to either Party shall be deemed to be received by such Party (i) three (3) days after deposit in the United States Mail by Certified Mail, Return Receipt Requested, or (ii) one (1) business day after deposit with a nationally recognized overnight delivery service guaranteeing next business day delivery. Such notices shall be addressed to the Parties at the following addresses:

| If to Owner:   | Sunny Petroleum Inc.<br>c/o Harshad Patel<br>647 S. York Road<br>Bensenville, IL 60106         |
|----------------|--|
| If to Village: | Village of Bensenville<br>c/o Village Clerk<br>12 South Center Street<br>Bensenville, IL 60106 |

or to the Parties at such other addresses subsequently designated by notice to the other Party, as herein provided.

11. <u>General</u>. This Agreement as well as the Highway Authority Agreement are entered into by the Village and Owner in recognition of laws passed by the Illinois General Assembly and regulations adopted by the departments, agencies and boards of the State of Illinois which encourage a tiered-approach to remediation of environmental contamination.

(Intentionally Left Blank)

**IN WITNESS WHEREOF**, the Village of Bensenville has caused this Agreement to be signed by its duly authorized representative:

By:

Date: \_\_\_\_\_

Frank DeSimone, Village President Village of Bensenville

Attest:

By:

Village Clerk

**IN WITNESS WHEREOF**, Owner, Sunny Petroleum, Incorporated has caused this Agreement to be signed by its duly authorized representative:

| By:  | Date:  |
|--|--|
| Print Name:  |  |
| Its:   |  |
| STATE OF ILLINOIS )<br>) SS  |  |
| COUNTY OF)   |  |
| -  | 20, before me, personally appeared vn, who being by me duly sworn did say that |
| they have read this Agreement and understand they<br>the Owner and are fully authorized by the Owner, and<br>and voluntary act of the Owner. | v are entering into this Agreement on behalf of                                |

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in \_\_\_\_\_\_ County, Illinois the day and year above written.

Notary Public

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

Seal

### EXHIBIT A

### Legal Description

### Sunny Petroleum, Inc.

IEMA Incident No. 20170201; IEPA LPC No. 0434143024

### Commonly Known As

647 South York Road, Bensenville, IL 60106

### Parcel Identification Number

03-24-300-036

### Legal Description

THAT PART OF LOT 7 IN BLOCK 1 IN BENSENVILLE FARMS, BEING A SUBDIVISION IN SECTION 24, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 140.00 FEET TO THE NORTHWEST CORNER THEREOF THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT A DISTANCE OF 127.00 FEET THENCE SOUTHERLY 139.937 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID LOT, SAID POINT BEING 133.00 FEET EASTERLY OF THE SOUTHWEST CORNER THEREOF; THENCE WESTERLY 133.00 FEET TO THE PLACE OF BEGINNING (LESS THE WESTERLY 7 FEET THEREOF CONVEYED TO THE COUNTY OF DUPAGE BY DEED DATED MAY 6, 1969), ALL IN DUPAGE COUNTY, ILLINOIS.

# EXHIBIT B

Affected Area



# EXHIBIT C

Highway Authority Agreement

#### HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_ pursuant to 35 Ill. Adm. Code 742.1020 by and between the <u>Sunny Petroleum</u>, Inc. ("Owner/Operator") and the <u>Village of</u> <u>Bensenville</u>, collectively known as the "Parties."

**WHEREAS**, Sunny Petroleum, Inc. is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 647 South York Road, Bensenville, Illinois 60106 ("the Site");

WHEREAS, Sunny Petroleum, Inc. is the owner of the property located at 647 South York Road, Bensenville, Illinois 60106 ("the Site");

**WHEREAS**, as a result of one or more releases of contaminants from above referenced underground storage tanks ("the Release"), soil and groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 III. Adm. Code 742;

**WHEREAS**, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extent into the Highway Authority right-of-way;

WHEREAS, the Owner/Operator or Property Owner is conducting corrective action in response to the Releases;

**WHEREAS**, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

NOW, THEREFORE, the Parties agree as follows:

- 1. The recitals set forth above are incorporated by reference as if fully set forth herein.
- 2. The Illinois Emergency Management Agency has assigned incident number 20170201 to the Release.
- 3. Attached as **Exhibit A** is a scaled map prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Releases.
- 4. Attached as **Exhibit B** are tables prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in **Exhibit B** are identified on the map in **Exhibit A**.
- 5. Attached as Exhibit C is a scaled map prepared by the Owner/Operator showing the area of Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.

- 6. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
- 7. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
- 8. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

- 9. This agreement shall be referenced in the Agency's no further remediation determination issued for the Releases.
- 10. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.
- 11. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Releases. It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
- 12. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
- 13. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.

- 14. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.
- 15. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

Manager, Division of Remediation Management Bureau of Land Illinois Environmental Protection Agency P.O. Box 19276 Springfield, IL 62974-9276

Sunny Petroleum., Inc. Mr. Harshad Patel 647 South York Road Bensenville, IL 60106

Village of Bensenville 717 East Jefferson Street Bensenville, IL 60106 Attn: Joseph Caracci

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

Village of Bensenville

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| Date: |  |  |  |
| Date. |  |  |  |
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| Its. |  |  |

Sunny Petroleum., Inc.

Date:\_\_\_\_\_

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

Its:\_\_\_\_\_

# EXHIBIT A

# PREDICTED EXTENT OF SOIL AND GROUNDWATER IMPACTS



EXHIBIT B

# SOIL AND GROUNDWATER ANALYTICAL TABLES

#### Soil BTEX/MTBE Analytical Results 647 South York Road Bensenville, Illinois Project No. 16–1187C

| SAMPLE ID                                    | DATE                                    | DEPTH<br>(FEET) | BENZENE                        | TOLUENE           | ETHYL-<br>BENZENE   | TOTAL XYLENES     | MTBE     |
|--|---|-----------------|--------------------------------|-------------------|---------------------|-------------------|----------|
| B-1 3'                                       | 01/11/17                                | 3               | <0.0142                        | <0.0566           | <0.0566             | <0.113            | <0.0566  |
| B-1 6'                                       | 03/21/17                                | 6               | 0.450 1,2                      | <0.0480           | <0.0480             | < 0.0961          | < 0.0480 |
| B-1 12'                                      | 03/21/17                                | 12              | < 0.0120                       | <0.0480           | < 0.0480            | <0.0960           | < 0.0480 |
| B-1 17'                                      | 03/21/17                                | 17              | < 0.0114                       | <0.0454           | < 0.0454            | <0.0908           | <0.0454  |
| B-2 1'                                       | 03/21/17                                | 1               | < 0.0118                       | < 0.0473          | < 0.0473            | <0.0946           | < 0.0473 |
| B-2 6'                                       | 01/11/17                                | 6               | 0.169 <sup>1</sup>             | < 0.0530          | 2.28                | 0.232             | < 0.0530 |
| B-2 12'                                      | 03/21/17                                | 12              | < 0.0114                       | < 0.0456          | <0.0456             | < 0.0912          | < 0.0456 |
| B-2 18'                                      | 03/21/17                                | 18              | < 0.0112                       | < 0.0446          | < 0.0446            | <0.0892           | < 0.0446 |
| B-3 2'                                       | 03/21/17                                | 2               | 0.191 1.2                      | < 0.0533          | 0.408               | 0.117             | < 0.0533 |
| B-3 6'                                       | 01/11/17                                | 6               | 6.77 1,2,5,6,8                 | 0.232             | 24.0 <sup>1,2</sup> | 44.1 <sup>8</sup> | <0.0487  |
| B-3 10'                                      | 03/21/17                                | 10              | <0.0125                        | <0.0500           | < 0.0500            | <0.100            | < 0.0500 |
| B-3 17'                                      | 03/21/17                                | 17              | <0.0113                        | < 0.0452          | < 0.0452            | < 0.0903          | < 0.0452 |
| B-4 3'                                       | 03/21/17                                | 3               | 1.07 1,2,5                     | 0.420             | <0.0427             | 50.7 <sup>8</sup> | 22.3     |
| B-4 5'                                       | 01/11/17                                | 5               | 0.731 1.2                      | 304 1,2,8         | 121 1,2,8           | 730 1,2,5,6,8     | < 0.0533 |
| B-4R 5'                                      | 05/19/20                                | 5               | 0.136 1.2                      | < 0.500           | 10.1                | 74.3 *            | < 0.320  |
| B-4 13'                                      | 03/11/20                                | 13              | 0.0422 1                       | < 0.0474          | < 0.0474            | <0.0948           | < 0.0474 |
|  | 03/21/17                                | 17              | < 0.0113                       | <0.0451           | < 0.0451            | 0.0903            | < 0.0451 |
| B-4 17'                                      | 03/21/17                                | 4               | 0.265 1.2                      | <0.0536           | 1.53                | 0.134             | < 0.0536 |
| B-5 4'                                       |   | 8               | <0.0118                        | <0.0474           | <0.0474             | <0.0948           | < 0.0474 |
| B-5 8'                                       | 03/21/17                                |                 | <0.0118<br>0.0449 <sup>1</sup> | <0.0474           | < 0.0463            | <0.0926           | < 0.0463 |
| B-5 13'                                      | 03/21/17                                | 13              |                                |                   | <0.0556             | <0.111            | <0.0556  |
| B-6 3'                                       | 03/21/17                                | 3               | 0.0656 1                       | <0.0556           |                     | <0.107            | < 0.0536 |
| B-6 8'                                       | 01/11/17                                | 8               | 0.0482 1                       | <0.0536           | <0.0536             | <0.0945           | <0.0330  |
| B-6 12'                                      | 03/21/17                                | 12              | <0.0118                        | <0.0472           | < 0.0472            |                   | <0.0472  |
| B-6 17'                                      | 03/21/17                                | 17              | <0.0122                        | <0.0487           | <0.0487             | <0.0973           |          |
| B-7 2'                                       | 03/21/17                                | 2               | <0.0127                        | <0.0509           | <0.0509             | <0.102            | < 0.0509 |
| B-7 6'                                       | 03/21/17                                | 6               | 0.0292                         | <0.0495           | < 0.0495            | <0.0991           | < 0.0495 |
| B-7 13'                                      | 03/21/17                                | 13              | <0.0115                        | <0.0460           | <0.0460             | <0.0920           | < 0.0460 |
| B-7 17'                                      | 03/21/17                                | 17              | <0.0128                        | <0.0514           | < 0.0514            | < 0.103           | < 0.0514 |
| B-8 2'                                       | 03/21/17                                | 2               | <0.0136                        | <0.0543           | < 0.0543            | <0.109            | < 0.0543 |
| B-8 7'                                       | 03/21/17                                | 7               | < 0.0117                       | <0.0470           | < 0.0470            | <0.0939           | < 0.0470 |
| B-8 12'                                      | 03/21/17                                | 12              | < 0.0110                       | < 0.0441          | < 0.0441            | <0.0881           | < 0.0441 |
| B-8 18'                                      | 03/21/17                                | 18              | < 0.0115                       | <0.0459           | < 0.0459            | <0.0918           | < 0.0459 |
| B-9 4'                                       | 03/21/17                                | 4               | 0.105 <sup>1</sup>             | <0.0590           | < 0.0590            | <0.118            | < 0.0590 |
| B-9 7'                                       | 03/21/17                                | 7               | <0.0128                        | < 0.0510          | < 0.0510            | <0.102            | <0.0510  |
| B-9 13'                                      | 03/21/17                                | 13              | < 0.0124                       | <0.0498           | < 0.0498            | <0.0996           | < 0.0498 |
| B-9 17'                                      | 03/21/17                                | 17              | < 0.0143                       | <0.0573           | < 0.0573            | <0.115            | < 0.0573 |
| B-10 4'                                      | 03/21/17                                | 4               | 15.7 1,2,3,5,6,8               | 70.6 1,2,8        | 30,4 1,2            | 165 1,2,8         | <0.0578  |
| B-10 7'                                      | 03/21/17                                | 7               | 0.945 1.2.5                    | 0.160             | 0.0994              | 0.407             | < 0.0456 |
| B-10 13'                                     | 03/21/17                                | 13              | < 0.0131                       | < 0.0522          | < 0.0522            | < 0.104           | < 0.0522 |
| B-10 18'                                     | 03/21/17                                | 18              | < 0.0112                       | < 0.0449          | < 0.0449            | <0.0897           | < 0.0449 |
| B-11 5'                                      | 03/21/17                                | 5               | 1.82 1,2,5,6                   | 12.4 <sup>1</sup> | 5.40                | 29.7 <sup>8</sup> | <1.96    |
| B-11 8'                                      | 03/21/17                                | 8               | 0.0396 <sup>1</sup>            | 0.163             | 0.0634              | 0.303             | <0.0466  |
| B-11 13'                                     | 03/21/17                                | 13              | < 0.0114                       | <0.0458           | <0.0458             | 0.0930            | <0.0458  |
| B-11 13<br>B-11 17'                          | 03/21/17                                | 17              | < 0.0114                       | <0.0455           | < 0.0455            | <0.0911           | <0.0455  |
| B-12 4'                                      | 03/22/17                                | 4               | <0.0114                        | <0.0486           | < 0.0486            | <0.0972           | <0.0486  |
|  | 03/22/17                                | 8               | 0.0213                         | <0.0463           | <0.0463             | <0.0927           | < 0.0463 |
| B-12 8'                                      | 03/22/17                                | 13              | <0.0123                        | <0.0403           | <0.0491             | <0.0921           | < 0.0491 |
| B-12 13'                                     | 0.0000000000000000000000000000000000000 | 17              | <0.0123                        | <0.0457           | < 0.0457            | <0.0915           | <0.0457  |
| B-12 17'                                     | 03/22/17                                | ASSI            | 0.03                           | 12                | 13                  | 150               | 0.32     |
| SOIL COMPONENT<br>O GROUNDWATER<br>INGESTION |   | SS II           | 0.03                           | 29                | 19                  | 150               | 0.32     |
| INGESTION                                    |   |                 |                                |                   |                     | 16,000            | 780      |
| INGESTION<br>REMEDIATION                     |   | ENTIAL          | 12                             | 16,000            | 7,800               |                   | 20,000   |
| OBJECTIVES                                   | СОММ                                    | ERCIAL          | 100                            | 410,000           | 200,000             | 410,000           |          |
| INHALATION<br>REMEDIATION                    | RESID                                   | ENTIAL          | 0.8                            | 650               | 400                 | 320               | 8,800    |
| OBJECTIVES                                   | COMM                                    | ERCIAL          | 1.6                            | 650               | 400                 | 320               | 8,800    |
| CONSTRUCTION<br>WORKER                       | INGE                                    | STION           | 2,300                          | 410,000           | 20,000              | 41,000            | 2,000    |
| REMEDIATION<br>OBJECTIVES                    | INHAI                                   | ATION           | 2.2                            | 42                | 58                  | 5.6               | 140      |

1-Class I Soil Component to Groundwater Remediation Objective exceeded

2-Class II Soil Component to Groundwater Remediation Objective exceeded

3-Residential Ingestion Remediation Objective exceeded

4-Commercial Ingestion Remediation Objective exceeded 5-Residential Inhalation Remediation Objective exceeded

6-Commercial Inhalation Remediation Objective Exceeded

7-Construction Worker Ingestion Remediation Objective Exceeded

8-Construction Worker Inhalation Remediation Objective exceeded

Results in mg/kg

B-4 (5') is replaced by B-4R (5')



| SAMPLE ID                  | DATE     | DEPTH<br>(FEET) | BENZENE          | TOLUENE   | ETHYL-<br>BENZENE     | TOTAL XYLENES        | MTBE     |
|----------------------------|----------|-----------------|------------------|-----------|-----------------------|----------------------|----------|
| B-13 2'                    | 03/22/17 | 2               | 0.736 1.2        | 0.0656    | 0.0896                | 0.205                | < 0.0428 |
| B-13 6'                    | 03/22/17 | 6               | 10.1 1.2,5,6,8   | <0.454    | 7.82                  | 40.0 8               | <0.454   |
| B-13 14'                   | 03/22/17 | 14              | 0.0609 1         | <0.0520   | 0.573                 | 2.86                 | < 0.0520 |
| B-13 18'                   | 03/22/17 | 18              | <0.0114          | < 0.0457  | <0.0457               | < 0.0914             | < 0.0457 |
| B-14 3'                    | 10/23/17 | 3               | 0.435 1.2        | <0.0450   | <0.0450               | <0.0900              | < 0.0450 |
| B-14 8'                    | 10/23/17 | 8               | 0.0329 1         | <0.0491   | < 0.0491              | <0.0983              | < 0.0491 |
| B-14 13'                   | 10/23/17 | 13              | <0.0117          | <0.0468   | <0.0468               | < 0.0935             | < 0.0468 |
| B-14 16'                   | 10/23/17 | 16              | 0.0337 1         | <0.0496   | < 0.0496              | <0.0992              | <0.0496  |
| B-15 3'                    | 10/23/17 | 3               | 0.0164           | <0.0498   | < 0.0498              | <0.0995              | <0.0498  |
| B-15 8'                    | 10/23/17 | 8               | < 0.0113         | <0.0454   | <0.0454               | <0.0907              | <0.0454  |
| B-15 13'                   | 10/23/17 | 13              | < 0.0116         | <0.0466   | < 0.0466              | < 0.0932             | < 0.0466 |
| B-15 18'                   | 10/23/17 | 18              | < 0.0111         | <0.0443   | <0.0443               | < 0.0885             | < 0.0443 |
| B-15 22'                   | 10/23/17 | 22              | <0.0111          | < 0.0444  | <0,0444               | <0.0887              | < 0.0444 |
| B-16 3'                    | 10/23/17 | 3               | 3,18 1,2,5,6,8   | 0.665     | 63.4 <sup>1,2,8</sup> | 267 1.2,8            | < 0.0519 |
| B-16 6.5'                  | 10/23/17 | 6.5             | 1.51 1.2,5       | <0.0492   |                       |                      |          |
| B-16 11                    | 10/23/17 | 11              |                  |           | 0.458                 | 1.84                 | < 0.0492 |
| B-16 16'                   | 10/23/17 | 16              | 0.0277           | < 0.0503  | 0.125                 | 0.666                | < 0.0503 |
| B-10 10<br>B-17 3'         | 10/23/17 |                 | 0.112 1          | 0.404     | 2.26                  | 12.9 8               | < 0.0470 |
| B-17 8'                    | 10/23/17 | 3               | < 0.0123         | < 0.0493  | < 0.0493              | <0.0986              | < 0.0493 |
| B-17 13                    |          | 8               | < 0.0116         | < 0.0464  | <0.0464               | <0.0928              | <0.0464  |
|                            | 10/23/17 | 13              | <0.0131          | <0.0524   | < 0.0524              | <0.105               | <0.0524  |
| B-17 18'                   | 10/23/17 | 18              | <0.0117          | <0.0469   | <0.0469               | < 0.0937             | <0.0469  |
| B-17 21'                   | 10/23/17 | 21              | <0.0121          | <0.0483   | <0.0483               | <0.0966              | < 0.0483 |
| B-18 3'                    | 04/22/19 | 3'              | 7.81 1.2,5,6,8   | 0.581     | 43.2 <sup>1,2,</sup>  | 169 <sup>1,2,8</sup> | < 0.320  |
| B-18 6'                    | 04/22/19 | 6'              | 0.522 1,2        | <0.0050   | 0.0245                | 0.0211               | <0.0050  |
| B-18 13'                   | 04/22/19 | 13'             | <0.0050          | <0.0050   | <0.0050               | 0.0053               | < 0.0050 |
| B-18 16'                   | 04/22/19 | 16'             | 7.32 1,2,5,6,8   | 0.552     | 37.0                  | 104                  | < 0.320  |
| B-19 3'                    | 04/22/19 | 3'              | <0.0050          | < 0.0050  | < 0.0050              | < 0.0050             | < 0.0050 |
| B-19 6'                    | 04/22/19 | 6'              | 0.468 1.2        | 0.0087    | 0.177                 | 0.0240               | < 0.0050 |
| B-19 13'                   | 04/22/19 | 13'             | <0.0050          | < 0.0050  | < 0.0050              | < 0.0050             | < 0.0050 |
| B-19 17'                   | 04/22/19 | 17'             | < 0.0050         | < 0.0050  | <0.0050               | <0.0050              | < 0.0050 |
| B-20 3'                    | 04/22/19 | 3'              | 0.0152           | < 0.0050  | < 0.0050              | < 0.0050             | < 0.0050 |
| B-20 8'                    | 04/22/19 | 8'              | <0.0050          | <0.0050   | < 0.0050              | < 0.0050             | < 0.0050 |
| B-20 13'                   | 04/22/19 | 13'             | < 0.0050         | <0.0050   | <0.0050               | < 0.0050             | < 0.0050 |
| B-20 17'                   | 04/22/19 | 17'             | < 0.0050         | < 0.0050  | < 0.0050              | < 0.0050             | < 0.0050 |
| B-21 3'                    | 04/22/19 | 3'              | 40.6 1.2,3,5,6,8 | 292 1.2,8 | 68.4 <sup>1,2,8</sup> | 438 1,2,5,6,8        | < 0.320  |
| B-21 6'                    | 04/22/19 | 6'              | 6.45 1.2,5,6,8   | <0.500    | 0.525                 | 0.473                | < 0.320  |
| B-21 14.5'                 | 04/22/19 | 14.5'           | 0.351 1.2        | 1.39      | 0.639                 | 3.03                 | < 0.320  |
| B-22 2'                    | 04/22/19 | 2'              | <0.0050          | 0.0052    | <0.0050               | 0.0072               | < 0.0050 |
| B-22 7'                    | 04/22/19 | 7'              | < 0.0050         | < 0.0050  | < 0.0050              | <0.0050              | < 0.0050 |
| B-22 12'                   | 04/22/19 | 12'             | < 0.0050         | < 0.0050  | < 0.0050              | <0.0050              | < 0.0050 |
| B-22 17                    | 04/22/19 | 17'             | < 0.0050         | < 0.0050  | < 0.0050              | <0.0050              | < 0.0050 |
| B-23 2'                    | 04/22/19 | 2'              | 0.0780 1         | 0.0119    | 0.160                 | 0.0283               | <0.0050  |
| B-23 7'                    | 04/22/19 | 7'              | < 0.0050         | <0.0050   | 0.0070                | <0.0050              | <0.0050  |
| B-23 12'                   | 04/22/19 | 12'             | <0.0050          | <0.0050   | <0.0050               | <0.0050              | <0.0050  |
| B-23 16.5                  | 04/22/19 | 16.5'           | <0.0050          | <0.0050   | <0.0050               | <0.0050              | <0.0050  |
| OIL COMPONENT              | CLAS     |                 | 0.03             | 12        | 13                    | 150                  | 0.32     |
| O GROUNDWATER<br>INGESTION | CLAS     | SII             | 0.17             | 29        | 19                    | 150                  | 0.32     |
|                            | RESIDE   |                 |                  |           |                       |                      |          |
| INGESTION<br>REMEDIATION   |          |                 | 12               | 16,000    | 7,800                 | 16,000               | 780      |
| OBJECTIVES                 | COMME    | RCIAL           | 100              | 410,000   | 200,000               | 410,000              | 20,000   |
| INHALATION<br>REMEDIATION  | RESIDE   | TIAL            | 0.8              | 650       | 400                   | 320                  | 8,800    |
| OBJECTIVES                 | COMME    | RCIAL           | 1.6              | 650       | 400                   | 320                  | 8,800    |
| CONSTRUCTION<br>WORKER     | INGEST   | TION            | 2,300            | 410,000   | 20,000                | 41,000               | 2,000    |
| REMEDIATION<br>OBJECTIVES  | INHALA   | TION            | 2.2              | 42        | 58                    | 5.6                  | 140      |

1-Class I Soil Component to Groundwater Remediation Objective exceeded

2-Class II Soil Component to Groundwater Remediation Objective exceeded

3-Residential Ingestion Remediation Objective exceeded

4-Commercial Ingestion Remediation Objective exceeded 5-Residential Inhalation Remediation Objective exceeded

6-Commercial Inhalation Remediation Objective Exceeded

7-Construction Worker Ingestion Remediation Objective exceeded

8-Construction Worker Inhalation Remediation Objective exceeded

Results in mg/kg



### Soil BTEX/MTBE Analytical Results 647 South York Road Bensenville, Illinois Project No. 16-1187C

| SAMPLE ID                 | DATE     | DEPTH<br>(FEET) | BENZENE  | TOLUENE  | ETHYL-<br>BENZENE | TOTAL XYLENES | мтве     |
|---------------------------|----------|-----------------|----------|----------|-------------------|---------------|----------|
| B-24 2'                   | 04/22/19 | 2'              | <0.0050  | <0.0050  | < 0.0050          | < 0.0050      | < 0.0050 |
| B-24 7'                   | 04/22/19 | 7'              | < 0.0050 | <0.0050  | < 0.0050          | < 0.0050      | < 0.0050 |
| B-24 12'                  | 04/22/19 | 12'             | <0.0050  | < 0.0050 | < 0.0050          | < 0.0050      | < 0.0050 |
| B-24 17'                  | 04/22/19 | 17'             | <0.0050  | < 0.0050 | <0.0050           | < 0.0050      | < 0.0050 |
| B-25 3'                   | 04/22/19 | 3'              | <0.0050  | <0.0050  | <0.0050           | <0.0050       | <0.0050  |
| B-25 7'                   | 04/22/19 | 7'              | < 0.0050 | <0.0050  | <0.0050           | < 0.0050      | <0.0050  |
| B-25 13'                  | 04/22/19 | 13'             | < 0.0050 | <0.0050  | < 0.0050          | < 0.0050      | <0.0050  |
| B-25 17'                  | 04/22/19 | 17'             | <0.0050  | <0.0050  | <0.0050           | <0.0050       | < 0.0050 |
| B-26 3'                   | 04/22/19 | 3'              | < 0.0050 | < 0.0050 | <0.0050           | <0.0050       | <0.0050  |
| B-26 7'                   | 04/22/19 | 7'              | < 0.0050 | < 0.0050 | <0.0050           | <0.0050       | < 0.0050 |
| B-26 12'                  | 04/22/19 | 12'             | < 0.0050 | < 0.0050 | <0.0050           | <0.0050       | <0.0050  |
| B-26 18'                  | 04/22/19 | 18'             | <0.0050  | < 0.0050 | <0.0050           | <0.0050       | <0.0050  |
| B-27 2'                   | 04/22/19 | 2'              | < 0.0050 | < 0.0050 | <0.0050           | < 0.0050      | < 0.0050 |
| B-27 7'                   | 04/22/19 | 7'              | < 0.0050 | <0.0050  | <0.0050           | <0.0050       | <0.0050  |
| B-27 13'                  | 04/22/19 | 13'             | <0.0050  | <0.0050  | <0.0050           | < 0.0050      | <0.0050  |
| B-27 18'                  | 04/22/19 | 18'             | <0.0050  | <0.0050  | <0.0050           | <0.0050       | <0.0050  |
| SOIL COMPONENT            | CLA      | SS I            | 0.03     | 12       | 13                | 150           | 0,32     |
| INGESTION                 | CLAS     | SS II           | 0.17     | 29       | 19                | 150           | 0.32     |
| INGESTION<br>REMEDIATION  | RESIDE   | INTIAL          | 12       | 16,000   | , 7,800           | 16,000        | 780      |
| OBJECTIVES                | COMME    | ERCIAL          | 100      | 410,000  | 200,000           | 410,000       | 20,000   |
| INHALATION<br>REMEDIATION | RESIDE   | NTIAL           | 0.8      | 650      | 400               | 320           | 8,800    |
| OBJECTIVES                | COMME    | RCIAL           | 1.6      | 650      | 400               | 320           | 8,800    |
| CONSTRUCTION<br>WORKER    | INGES    | TION            | 2,300    | 410,000  | 20,000            | 41,000        | 2,000    |
| REMEDIATION<br>OBJECTIVES | INHAL    | ATION           | 2.2      | 42       | 58                | 5.6           | 140      |

2-Class II Soil Component to Groundwater Remediation Objective exceeded

3-Residential Ingestion Remediation Objective exceeded

4-Commercial Ingestion Remediation Objective exceeded

5-Residential Inhalation Remediation Objective exceeded

6-Commercial Inhalation Remediation Objective Exceeded

7-Construction Worker Ingestion Remediation Objective exceeded

8-Construction Worker Inhalation Remediation Objective exceeded



#### Groundwater BTEX/MTBE Analytical Results 647 South York Road Bensenville, Illinois Project Number 16-1187C

| SAMPLE ID                  | DATE        | BENZENE   | TOLUENE   | ETHYLBENZENE | TOTAL<br>XYLENES | MTBE      |
|----------------------------|-------------|-----------|-----------|--------------|------------------|-----------|
| MW-1                       | 01/09/18    | <0.00100  | < 0.00100 | <0.00100     | <0.00200         | < 0.00100 |
| MW-2                       | 12/06/17    | < 0.00100 | < 0.00100 | < 0.00100    | <0.00200         | < 0.00100 |
| MW-3                       | 12/06/17    | <0.00100  | <0.00100  | < 0.00100    | <0.00200         | 0.00522   |
| MW-4                       | 12/06/17    | 0.00101   | < 0.00100 | < 0.00100    | <0.00200         | 0.00366   |
| MW-5                       | 01/09/18    | 0.00101   | <0.00100  | <0.00100     | <0.00200         | < 0.00100 |
| GROUNDWATER<br>REMEDIATION | CLASS I     | 0.005     | 1         | 0.7          | 10               | 0.07      |
| OBJECTIVES                 | CLASS II    | 0.025     | 2.5       | 1            | 10               | 0.07      |
| GROUNDWATER<br>INDOOR      | Residential | 0.11      | 530       | 0.37         | 30               | 1,900     |
| INHALATION                 | Commercial  | 0.41      | 530       | 1.4          | 93               | 6,800     |

1 = Class I Remediation Objectives exceeded

Units in mg/L

2 = Class II Remediation Objectives exceeded 3 = Residential GW Indoor Inhalation Objectives exceeded

4 = Commercial GW Indoor Inhalation Objectives exceeded



# EXHIBIT C

# PROPOSED HIGHWAY AUTHORITY AGREEMENT AREA





July 7, 2020

Mr. Joseph Caracci Village of Bensenville Public Works 717 East Jefferson Street Bensenville, IL 60106

### RE: 647 South York Road Bensenville, Illinois ETS Project No. 16-1187G

Dear Mr. Caracci:

I have attached two copies of a proposed Highway Authority Agreement (HAA) between the Village of Bensenville and Sunny Petroleum, Inc. located at 647 South York Road in Westmont. The HAA area is noted on Exhibit C and is for South York Road and George Street. If there is anything you need from me, please don't hesitate to call or email.

Sincerely,

Brian Gray Senior Project Manager ETS Environmental & Associates, LLC 204 Dearborn Court, Suite 124 Geneva, IL 60134 (630) 513-4710 ext, 305 briang@ets-environmental.com TYPE:

### SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works DATE: September 21, 2021

### **DESCRIPTION:**

Consideration of a Resolution Authorizing the Approval of Change Order No. 1 with R.W. Dunteman Company for the 800 E. Jefferson Parking Lot Improvements for an Increase of \$95,449 Resulting in a Revised Contract Amount of \$122,569

# SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

Financially Sound Village

Quality Customer Oriented Services

X Safe and Beautiful Village

Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors

## **COMMITTEE ACTION:**

COW

Х

DATE:

September 21, 2021

### **BACKGROUND:**

The Village awarded a contract with RW Dunteman (R-72-2021) for the paving of a portion of the parking lot at 800 E. Jefferson for the newly constructed bocce ball courts. The value of the contract is \$27,120. The Village was approached by the Bensenville Fire District to inquire into the possibility of reconstructing the 700 W. Foster Fire Station parking lot. The lot is in disrepair.

# **KEY ISSUES:**

As the Village is already under contract with RW Dunteman for the 800 E. Jefferson parking lot and the MFT Patching Program, we asked them to provide a cost (based on already bid unit price items for both projects) to reconstruct the parking lot.

RWD summited a proposal in the original amount of \$109,606.50. After evaluation and negotiation, RWD agreed on a revised proposal in the amount of \$95,449.

Staff would like to consider this proposal as Change Order No. 1 to the 800 E. Jefferson contract. The revised contract total would be \$122,569.

Funds are available in TIF 12 to support the improvements

## ALTERNATIVES:

Discretion of the Committee.

## **RECOMMENDATION:**

Staff recommends approval of Change Order No. 1 to the RWD contract.

### **BUDGET IMPACT:**

Funds are available in TIF 12. This is considered a TIF eligible project. Account Number 37980890 593000 21604

## **ACTION REQUIRED:**

Approval of a Resolution Authorizing the Approval of Change Order No. 1 with R.W. Dunteman Company for the 800 E. Jefferson Parking Lot Improvements for an Increase of \$95,449 Resulting in a Revised Contract Amount of \$122,569.

| ATTACHMENTS:             |                    |                   |
|--------------------------|--------------------|-------------------|
| Description              | <u>Upload Date</u> | <u>Type</u>       |
| RES - Change Order No. 1 | 9/15/2021          | Resolution Letter |
| Proposal - revised       | 9/16/2021          | Backup Material   |
| Parking Lot Exhibit      | 9/15/2021          | Backup Material   |

### **RESOLUTION NO.**

### A RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 1 WITH R.W. DUNTEMAN COMPANY FOR THE 800 E. JEFFERSON STREET PARKING LOT IMPROVEMENTS FOR AN INCREASE OF \$95,449 RESULTING IN A REVISED CONTRACT AMOUNT OF \$122,569

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 add the reconstruction of the 700 Foster Fire Station Parking Lot to the project; and

WHEREAS, the original awarded contract amount of \$27,120 was approved by the Village Board (R-72-2021) on July 27, 2021; and,

WHEREAS, the cost to reconstruct the Fre Station parking lot is \$95,449; and

WHEREAS, the revised contract amount of will be \$122,549.

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:

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

<u>SECTION TWO</u>: The Village President and Board of Trustees authorizes and approves the attached Resolution Authorizing the Execution of Change Order No. 1 with R.W. Dunteman Company for the 800 E. Jefferson Street Parking Lot Improvements for an Increase of \$95,449 Resulting in a Revised Contract Amount of \$122,549.

<u>SECTION THREE</u>: 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.

<u>SECTION FOUR</u>: This Resolution shall take effect immediately upon its passage and approval as provided by law.

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated September 28, 2021.

### APPROVED:

ATTEST:

Nancy Quinn, Village Clerk

AYES: \_\_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

# Revised

Job Name:

Date of Quote:

Revisoin Date:

Foster Ave. Fire Station #1

9-9-21

9-16-21



# R. W. Dunteman Company

| 600 S. Lombard Road |                     |  |  |  |  |
|---------------------|---------------------|--|--|--|--|
| Addison, IL 60101   |                     |  |  |  |  |
| Contact:            | Mike Healy          |  |  |  |  |
| Phone:              | (630) 953-1500 x 34 |  |  |  |  |
| Fax:                | (630) 932-0994      |  |  |  |  |

Quote To:

Phone:

| ITEM     | DESCRIPTION  | QUANTITY | UNIT | UNIT PRICE | AMOUNT    |
|----------|--|----------|------|------------|-----------|
| 1        | MOBILIZATION   | 1.00     | LS   | 5,000.00   | 5,000.00  |
| 3        | HMA BINDER COURSE, N50, 2"                           | 123.00   | TN   | 101.00     | 12,423.00 |
| 5        | THEMOPLASTIC PAVEMENT MARKING - 4"<br>LINE           | 280.00   | LF   | 0.65       | 182.00    |
| 6        | UNSUITABLE MATERIAL REMOVE &<br>DISPOSAL             | 374.00   | CY   | 75.00      | 28,050.00 |
| 7        | FUNISH & PLACE CA-6 FOR BASE                         | 628.00   | TN   | 55.00      | 34,540.00 |
| 40603335 | HOT-MIX ASPHALT SURFACE COURSE, MIX<br>D, N50, 2"    | 123.00   | TN   | 66.50      | 8,179.50  |
| 44000156 | HOT-MIX ASPHALT SURFACE REMOVAL,<br>VARIABLE DEPTH   | 1,092.00 | SY   | 3.25       | 3,549.00  |
| 78000100 | THERMOPLASTIC PAVEMENT MARKING-<br>LETTERS & SYMBOLS | 10.00    | SF   | 5.00       | 50.00     |
| 60300105 | FRAMES AND GRATES TO BE ADJUSTED                     | 1.00     | EA   | 400.00     | 400.00    |
| AUP      | PCC DRIVEWAY PAVEMENT, 8"                            | 30.00    | SY   | 102.50     | 3,075.00  |

### **GRAND TOTAL**

NOTES:

Exclusions:

Layout, Permits, Fees or Taxes. Landscape Restoration Traffic Control, Signs or Barricades, Lane closures. Pumping or Dewatering of any kind. Dust Control or Sweeping. Concrete curb and sidewalk repairs. Soil Testing and/or Non-Special Waste Haul/Disposal. Existing Utility Removals or Relocates. QC/QA Inspection and or Testing.

Mike Beranek

630-594-1196

Village of Bensenville

Miscellaneous Notes:

PRICE IS VALID ONLY IF BOCCE CT CAN BE PAVED CONCURRENTLY WITH THIS PROJECT.

All work is to be performed during regular working hours. No night, weekends, holidays or other special hours included.

Bid per schedule in plans, work outside the scope of the plans will need to be renegotiated.

Payment based on actual quantities peformed and measured in the field.

Items 1,3,5, 6 & 7 from Bocce Court Contract.

Remaining Items from 2021 Patching Contract.

Aggregate Base is figured as recycled IDOT Certified CA-6 material.

95,448.50



# Village of Bensenville

Fire Station #2 Asphalt Paving





Date: 8/27/2021