

**Village  
Board**

**Trustees**

Rosa Camona

Frank DeSimone

Agnieszka "Annie"

Jaworska

David Majeski

Martin O'Connell III

Henry Wesseler

**Village Clerk**

Ilsa Rivera-Trujillo

**Village Manager**

Evan K. Summers



**Village of Bensenville, Illinois  
VILLAGE BOARD  
INFRASTRUCTURE AND ENVIRONMENT  
COMMITTEE MEETING  
AGENDA  
6:00 PM March 21, 2017**

Call to Order

Roll Call

Public Comment (3 Minutes per person with a 30 minute meeting limitation)

Approval of Minutes:

February 21, 2017 Infrastructure and Environment Committee Minutes

**ACTION ITEMS**

1. Consideration of a Resolution Authorizing the Execution of a Purchase Order with Flow-Technics, Inc. for the Purchase of a Replacement Pump at the Park Street Lift Station in the Amount of \$26,930.00
2. Consideration of a Resolution Authorizing the Execution of a Contract with St. Aubin Nursery for the 2017 Parkway Tree Purchase and Delivery Program in the not-to-exceed amount of \$36,700
3. Consideration of a Resolution Approving Execution of an Intergovernmental Agreement (IGA) between the Illinois State Toll Highway Authority (ISTHA), the County of DuPage, the City of Wood Dale, the Village of Itasca, and the Village of Bensenville for the Construction of the Elgin O'Hare Western Access Contract I-14-4638 (IT-02)
4. Consideration of a Resolution Authorizing the Execution of Amendment No. 2 to the Engineering Services Agreement with Strand Associates, Inc. for Additional Design Engineering Services and Construction Engineering Services Associated with the Wastewater Treatment Plant (WWTP) Upgrade Project in the Amount of \$200,000 for a Revised Cost of \$4,150,000
5. Consideration of a Resolution Authorizing Approval of Year Two of a Two Year Contract with Green Horizons, Inc. for Lawn Maintenance Services in the Not-to-Exceed amount of \$70,000

**INFORMATIONAL ITEMS**

1. Discussion in Regards to the Status of the Nicor Invest in Illinois Project and Concerns from Staff

**Adjournment**



**TYPE:**Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**March 21, 2017**DESCRIPTION:**February 21, 2017 Infrastructure and Environment Committee Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:**

Description

Upload Date

Type

**DRAFT\_170221\_I&E****3/15/2017****Cover Memo**



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

**MINUTES OF THE INFRASTRUCTURE AND ENVIRONMENT COMMITTEE**  
**February 21, 2017**

**CALL TO ORDER:** Chairman DeSimone called the meeting to order at 6:51 p.m.

**PRESENT:** Upon roll call by Deputy Village Clerk, Corey Williamsen, the following Board Members were present:

Chairman DeSimone, Carmona, Jaworska, Majeski,  
O'Connell, Wesseler

Absent: Wesseler

Village Clerk, Ilsa Rivera-Trujillo, was also present.

A quorum was present.

Staff Present: E. Summers, J. Caracci, T. Finner, S. Viger,  
C. Williamsen

**Public Comment:** There was no public comment.

**Approval of Minutes:** The January 17, 2017 Infrastructure and Environment Committee Meeting minutes were presented.

**Motion:** Trustee O'Connell made a motion to approve the minutes as presented. Trustee Carmona seconded the motion.

All were in favor. Motion carried.

**Green T Services:** Village Manager, Evan Summers, presented a Resolution to the Committee Authorizing the Approval of Year Two of a Two Year Contract with Green T Services for Turf Chemical Services in the Not-to-Exceed Amount of \$15,732.

There were no questions from the Committee.



**Motion:** Trustee Wessler 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.

**Go Painters, Inc.:** Village Manager, Evan Summers, presented a Resolution to the Committee Authorizing the Execution of a Contract with Go Painters, Inc. for the 2017 Fire Hydrant Sandblasting and Painting Program in the Not-to-Exceed Amount of \$39,000.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

**Clarke Environmental:** Village Manager, Evan Summers, presented a Resolution to the Committee Authorizing a One Year Contract Extension to Clarke Environmental Mosquito Management, Inc. for Mosquito Abatement Services in the Not-to-Exceed Amount of \$35,000.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

**Civiltech:** Village Manager, Evan Summers, presented a Resolution to the Committee Authorizing Phase II Design Engineering Services Agreement with Civiltech Engineering Inc. for the Church Road TAP Project from Grove Ave to IL-19 in the Not-to-Exceed Amount of \$155,338.00.

There were no questions from the Committee.



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

All were in favor. Motion Carried.

**IL-83 CMAQ-TCM:** Village Manager, Evan Summers, presented a Resolution to the Committee Authorizing a Phase I Design Engineering Services Agreement with Civiltech Engineering Inc. for the IL-83 CMAQ-TCM Project from Foster Ave. to Bryn Mawr Ave. in the Not-to-Exceed Amount of \$84,049.

There were no questions from the Committee.

Motion: Trustee O'Connell made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Jaworska seconded the motion.

All were in favor. Motion Carried.

**Sternberg  
Lighting:**

Village Manager, Evan Summers, presented a Resolution to the Committee Authorizing a Direct Purchase of Streetlights and Associated Accessories from Sternberg Lighting, Inc. to be Installed Along IL-19 as Part of IDOT Contact 60B42 Related to the York-Irving Intersection Improvements in the Not-to-Exceed Amount of \$228,721.

There were no questions from the Committee.

Motion: Trustee Majeski 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.

**James J. Benes:** Village Manager, Evan Summers, presented a Resolution to the Committee Authorizing the Execution of an Engineering Services Agreement with James J. Benes and Associates, Inc. (JJB) for 2017 CDBG Annual Residential Streetlight Project in the Not-to-Exceed Amount of \$27,906.



There were no questions from the Committee.

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

All were in favor. Motion Carried.

**Traditional Concrete:**

Village Manager, Evan Summers, presented a Resolution to the Committee Authorizing the Execution of a Purchase Order with Traditional Concrete, Inc. for the Purchase of Concrete Streetlight Poles in the Not-to-Exceed Amount of \$15,000.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

**BA Lighting:**

Village Manager, Evan Summers, presented a Resolution to the Committee Authorizing the Execution of a Contract with BA Lighting, LLC for the Village Roadway Streetlight Replacement Project (DCEO Incentive) in the Not-to-Exceed Amount of \$15,000.

There were no questions from the Committee.

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

**Twin Supplies:**

Village Manager, Evan Summers, presented a Resolution to the Committee Authorizing the Execution of a Contract with Twin Supplies, Ltd. for the Village Facility Lighting Replacement Project (DCEO Incentive) in the Not-to-Exceed Amount of \$35,000.

There were no questions from the Committee.



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

All were in favor. Motion Carried.

**Informational  
Items:**

Mr. Caracci informed the Committee there is a potential to replace lighting at the Edge Ice Arena and the Wastewater Administrated Building with Twin Supplies. Mr. Caracci stated this is an unbudgeted project. *Consensus from the Committee directed Staff to present this item on Standing Committee at a future Village Board Meeting for discussion and action.*

Trustee Carmona asked Staff to inquire the potential to install a streetlight between Addison Road and Center Street.

Trustee Jaworska asked Staff to inquire the potential to install a streetlight at the corner of Center Street and Memorial Street.

Trustee Wessler asked for an update regarding 120 E. Green Street. Mr. Viger stated he would check with the inspectors and would provide an update to the Committee at a later date.

**ADJOURNMENT:** Trustee Majeski made a motion to adjourn the meeting. Trustee Wessler seconded the motion.

All were in favor. Motion carried.

Chairman DeSimone adjourned the meeting at 7:40 p.m.

Corey Williamsen  
Deputy Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_ day, March 2017



**TYPE:**Resolution**SUBMITTED BY:**Mark Swayne / Joe Caracci**DEPARTMENT:**Public Works**DATE:**March 21, 2017**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Purchase Order with Flow-Technics, Inc. for the Purchase of a Replacement Pump at the Park Street Lift Station in the Amount of \$26,930.00

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>	<input type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

**COMMITTEE ACTION:**

I&amp;E

**DATE:**

March 21, 2017

**BACKGROUND:**

The Village of Bensenville owns, operates and maintains eighteen (18) lift stations in conjunction with our sanitary sewer collection system. The Park Street Lift Station conveys flow via force main to the 54-inch WWTP influent sewer. The Station is comprised of and requires two 25 HP pumps. During average flow, one pump runs and the other serves as a back-up. During medium/high flow (i.e. rain events) both pumps run simultaneously.

Nearly all the sanitary sewer collection system south of Memorial flows through the Park Lift Station. As such, this Lift Station is critical to our collection and treatment process. If one of the pumps goes down, it puts the Village in a vulnerable position.

In November 2016, the SCADA began reporting alarms on both lift station pumps:

Pump #1, installed 12/2006, has been experiencing a seal failure alarm;

Pump #2, installed 8/2003, records a high temperature alarm and seal fail.

The anticipated life cycle of the pumps is twenty years. Unfortunately, these pumps are not meeting that standard.

The Village Board approved the purchase of a new Flow Technics 25 HP pump for the station at the November 26, 2016 meeting. The plan was to install this new pump and then repair both the Dec 2006 and the Aug 2003 pump. The new pump was installed in February 2017 and Pump #2 was removed from the pit for repair evaluation.

**KEY ISSUES:**

The recent evaluation performed at the manufacturer's facility of Pump #2 was not good. The repair estimate is in excess of \$17,000 for a pump two-thirds through its anticipated life cycle. Staff feels this level of investment is not appropriate on a 13 year old pump and recommends the purchase of a new pump.

Proposals from three pump manufacturers are:

Company	Pump Make/Model	Installation Included	Adapter Bracket Included	Cost	Preferred Vendor
Xylem	Flyght NP-3171.095	NO	NO	\$30,680.29	
Flow Technics, Inc.	Sulzer/ABS XFP255J	YES	YES	\$26,930.00	X
Metropolitan Pump Co	Hydromatic S12L2500	NO	NO	\$36,968.00	2016 quote



The recommended pump is from Flow-Technics, Inc. at a cost of \$26,930. It includes the required adapter bracket and installation for an added \$545 (which is less than we can do it for in-house). The estimated delivery and installation is 6-12 weeks.

If this purchase is approved by the Village Board, the malfunctioning pump will be pulled. The plan is then to recondition the best old pump or use the best parts of the two old pumps to make one usable pump to keep on hand as a spare. This repair cost will be less than the quoted \$17,000 as the impeller will not be replaced, saving \$8,000. The repair purchase will not come before the Board as it is within the Village Manager's authority to approve. This expense, which is less than \$10,000, will come out of the capital Lift Station Improvements line item. The repair can take 6-12 weeks.

### **ALTERNATIVES:**

Discretion of the Committee.

### **RECOMMENDATION:**

Staff recommends approval of the Resolution authorizing the execution of a Purchase Order with Flow-Technics, Inc. for the purchase of a Replacement Pump at the Park Street Lift Station in the amount of \$26,930.

### **BUDGET IMPACT:**

The replacement cost \$26,930.

Utility Capital Fund - Account Number 31080870 596000

\$200,000 was budgeted for an engineering assessment of Lift Station Improvements and a Lift Station Analysis Project which included emergency funds for replacements that may be found in the analysis. We plan to utilize these funds for this purchase.

### **ACTION REQUIRED:**

Consideration of a Resolution Authorizing the Execution of a Purchase Order with Flow-Technics, Inc. for the purchase of a Replacement Pump at the Park Street Lift Station in the amount of \$26,930.00.

### **ATTACHMENTS:**

Description	Upload Date	Type
<b>MAP - Park Lift Station Tributary Area</b>	<b>11/9/2016</b>	<b>Backup Material</b>
<b>QUOTE - Metropolitan Pump</b>	<b>11/9/2016</b>	<b>Backup Material</b>
<b>Quote - Flyte pump</b>	<b>2/23/2017</b>	<b>Backup Material</b>
<b>QUOTE - ABS pump</b>	<b>2/23/2017</b>	<b>Backup Material</b>
<b>Repair Photos of old pump</b>	<b>3/14/2017</b>	<b>Backup Material</b>
<b>Repair Quote - Hydromatic</b>	<b>2/23/2017</b>	<b>Backup Material</b>
<b>RES - Park Lift Station Pump Replacement</b>	<b>3/14/2017</b>	<b>Resolution Letter</b>





Park Ave Lift Station



Village Boundary



Tributary Area



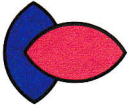
0

2,000

4,000 Feet



# METROPOLITAN



## PUMP COMPANY

A Division of METROPOLITAN INDUSTRIES, INC.

37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343  
(815) 886-9200 • FAX (815) 886-4573  
www.metropolitanind.com

## QUOTATION

TO Bensenville  
Attn: Joe

PROJECT: Park Street Station  
Hydromatic S12L2500

BIDS DUE: \_\_\_\_\_

ENGINEER \_\_\_\_\_

Metropolitan Industries is pleased to quote you on the following work. Per your request, this is a quote for a spare pump for the Park Street lift station. We will supply you with a new Pump, including new Carrier and Sealing flange. This pump will be ready to install and operate. This pump will come with a 50 foot power cord assembly.

Your cost for the new pump and components is: **\$ 36,968.00**

MSRP: \$ 49,290.00 pump and components

Note : there is about 6-8 week lead time on the new pump

Thank you for the opportunity to do business with you once again. If you have any questions regarding this quote, or need out assistance on any other matter, please feel free and give us a call at 815-886-9200.

Please advise us as to what you would like us to do in regards to this quote as soon as possible. if you would prefer, you can sign this and fax it back to 815-886-6938

**TERMS: Net 30 days from date of Invoice. All invoices are payable in full when due, with no retainage allowed.**

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

ACCEPTED:

QUOTATION NO. 102616RT SUBMITTED: 11/9/16

Firm \_\_\_\_\_

THIS QUOTATION VOID AFTER 30 days

By \_\_\_\_\_

PREPARED BY: Raymond A. Thoms

Title \_\_\_\_\_

  
Prepared By





**Xylem Water Solutions USA, Inc.  
Flygt Products**

February 14, 2017

Village of Bensenville  
711 East Jefferson Street  
Bensenville IL 60106

8402 183rd Street Suite A  
Tinley Park, IL 60487  
Tel (708) 342-0484  
Fax (708) 342-0491

Quote # 2017-CHI-0111 Alternate 1, Version 4  
Re:Bensenville-Park LS (Hydromatic replace)

Thank you for the opportunity to work with you on the Park Lift Station. Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Note the pump offered is rated 25HP, 32 FLA, and is Invertor duty rated. The pump has an efficiency of 79.2% which is 7% higher than the competitive pump. This represents significant energy savings over the life of the pump. The Hard Iron impeller and Tungsten Carbide seal faces are the best materials available to withstand abrasive wear caused by grit. All of these features ensure you get years of trouble free service while minimizing energy consumption.

The motor is rated explosion proof Class 1, Div 1.

**Flygt 3171 NP for Replacement of Hydromatic S12L2500M4-8**

Qty	Part Number	Description
1	3171.095-0130	Flygt Model NP-3171.095 10" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 25 HP 1150 RPM motor, 613 impeller, 1 x 50 Ft. length of SUBCAB 4G25+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve
1	14-40 71 29	MINI-CASII/FUS 120/24VAC,24VDC
1	14-40 70 97	SOCKET,11 PIN OCTAL DIN MOUNT
1		Mounting Adaptor for Hydromatic Rail System
1	14-69 00 09	START UP CHARGE FLYGT 1-TP MODELS: 3000,7000,8000

**Total Project Price \$ 30,680.29**

**Terms & Conditions**

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.





**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.  
**Freight Terms:** 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2010)  
See Freight Payment (Delivery Terms) below.  
**Taxes:** State, local and other applicable taxes are not included in this quotation.  
**Back Charges:** Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.  
**Shortages:** Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

**Taxes:** State, local and other applicable taxes are not included in this quotation.

**Terms of delivery:** PP/Add Order Position

**Terms of payment:** Net 60 Days

**Validity:** This Quote will expire in ninety (90) days unless extended in writing by Xylem Water Solutions USA, Inc..

**Customer Acceptance:** A signed facsimile copy of this quote is acceptable as a binding contract.

Signature: \_\_\_\_\_ Company/Utility: \_\_\_\_\_

Name : \_\_\_\_\_ Address: \_\_\_\_\_  
(PLEASE PRINT)

Email: \_\_\_\_\_

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

PO#: \_\_\_\_\_ Fax: \_\_\_\_\_

**Schedule:** Submittals are not applicable. Delivery lead times are 8-10 weeks after order acceptance.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Daniel Trocke  
Sales Representative  
Phone: 708-781-0172





Cell: 1-312-405-9645  
daniel.trocke@xyleminc.com  
Fax:708-342-0491





## Mark Swayne

---

**From:** Ramesh Anchan <ram@flowtechnics.com>  
**Sent:** Friday, February 10, 2017 9:08 AM  
**To:** Joseph Lynaugh  
**Cc:** Mark Swayne; 'Mike Carney'  
**Subject:** Park Ave LS- Hydromatic Retrofit  
**Attachments:** Bensenville Park Ave L.S Quote - Pump 2.pdf

Replace # 2  
Pump

Hi Joe,

Per our conversation, please find our proposal for **SULZER** pump along with the data sheet etc. for the above mentioned pump. You probably have Hydromatic pump quote from last year which can be used to comparison purpose.

As the year changed there was small increase of 2.5% in price compare to previous year.

I am checking for a lead time. As soon as I get that information I will pass on to you. The quoted standard lead time however I am trying to find out if we have something in stock.

Thank you again for the opportunity.

Regards

### Ram A. Anchan

Flow-Technics, Inc.

181 Ontario Street, Frankfort, IL. 60423

Ph: 815-277-2600 ; Fax: 815-534-5311

Cell: 779 - 875-5660 (Best way to contact)

<http://flowtechnics.com/>

**Authorized Representative for:**







# FLOW-TECHNICS, INC.

## PROPOSAL

Bensenville Public Works  
717 E. Jefferson Street  
Bensenville, IL. 60106  
Attn.: Joe Lynaugh

February 10, 2017

Re: Park Ave L.S.

We are pleased to offer the following proposal for your consideration:

1- Sulzer/ABS XFP255J – CB2.340-PE250/6 pump with a 33 HP motor, 460V, 3 phase, 1150 RPM capable of delivering 3400 GPM AT 25' TDH. The pump is explosion-proof and comes complete with 49' of power cable. The pump has a 10" discharge w/10X12" increaser.

1- Hydromatic Hydro-Rail adapter bracket with stand

1- Seal/Thermal module with base to be installed in panel

1- Lot of labor to install pump and perform startup

1- Freight to job site

**Price \$ 26,930.00**

**Delivery: 10-12 weeks - ARO**

### TERMS & CONDITIONS:

Payment: Net 30 Days; no startup will be performed without 100% payment.  
Prices: Valid for 30 days from date of this proposal.  
Taxes: Sales taxes are NOT included.  
F.O.B.: Factory – included to job site

### **NOT INCLUDED:**

1. Any item not specifically mentioned is not included, nor was it intended to be.
2. Anchor bolts
3. Federal, State, or Local sales taxes

Respectfully submitted,  
FLOW-TECHNICS, INC.

*Ram A. Anchan*

Ram A. Anchan

181 Ontario Street • Frankfort, IL 60423 • (815) 277-2600 • Fax (815) 534-5311  
Indiana (574) 299-2600 • Indiana Fax (574) 656-4406  
Website: [www.flowtechnics.com](http://www.flowtechnics.com) • Email: [info@flowtechnics.com](mailto:info@flowtechnics.com)



# TECHNICAL DATA

## 10" ABS XFP PUMP

XFP 250J-CB2  
6 Pole, 3 Phase, PE4

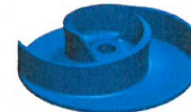
Date: 04/12  
Dwg: DS-E02-038 Rev: 3

### Submersible Motor Specifications, PE4 Frame

Motor Design			NEMA design B, squirrel cage induction
Motor Type			Fully enclosed Premium Efficiency submersible, IP68 protection rating
Motor Efficiency Standard and Rating			IEC 60034-30, IE3 rating
Motor Efficiency Test Protocol			IEC 60034-2-1
Insulation Material			Class H, 180°C (356°F), copper windings
Motor Filling Medium			Air
Temperature Rise			Class A
Maximum Fluid Temperature			40°C (104°F) continuous, 50°C (122°F) intermittent
Optional Cooling System			Closed-loop, non-toxic glycol/water mixture (½ / ½)
Motor Protection	Thermal	STD	Normally closed bimetallic switch in each phase, connected in series, 140°C (284°F), +/- 5 °C opening temperature
		OPT	STD plus: upper and lower bearing bimetallic switches or 100Ω RTDs (PT100)
	Leakage	STD	ABS Sealminder moisture detection probe in seal sensing chamber
		OPT	STD plus: probes in motor housing and junction chamber
Sensing Chamber Filling Medium			Air
Bearing Type	Upper	Cylindrical roller permanently lubricated	
	Lower	Dual angular contact ball bearings plus single cylindrical roller bearing, permanently lubricated	
Motor Starter Types			Suitable for use with across the line, electronic soft starters, and PWM type Variable Frequency Drives*
Maximum Starts per Hour			15, evenly spaced
Inverter Duty Rating			Motors meet NEMA MG1, part 31 requirements
Maximum Submergence			20 meters (65 feet)
Available Voltages			230, 460, 600 (consult factory for other voltages)
Voltage Tolerance from Rated			+/-10%
Agency Approvals			Factory Mutual, CSA
Explosion Proof Rating			NEC 500 Class 1, Division 1, Group C & D, Class T3C max surface temp



ABS submersible sewage pump XFP  
Part of the ABS EffeX range



Premium Efficiency  
without Compromise

\*Output filters may be required on VFDs. See document DS-E00-001 for details.

### Motor Ratings, PE4 Frame

Motor Model	Input Power (P1)	Rated Power Output (P2)	Nominal RPM	Rated Voltage	Full Load Amps	Locked Rotor Amps	NEMA Code Letter	NEMA Service Factor	Motor Efficiency at % Load			Power Factor at % Load		
									100	75	50	100	75	50
PE 210/6	22.5 kW	21 kW 28 HP	1185	230 460 600	69.9 35 26.8	462 231 177	G	1.3	93	92.9	91.7	.81	.75	.63
PE 250/6	26.9 kW	25 kW 33.5 HP	1185	230 460 600	84.9 42.5 32.6	638 319 245	H	1.3	93	92.5	90.9	.79	.72	.59
PE 350/6	37.2 kW	35 kW 47 HP	1185	230 460 600	119 59.4 45.5	856 428 328	H	1.3	94.1	94	93.2	.79	.71	.58
PE 430/6	45.7 kW	42.9 kW 58 HP	1180	230 460 600	172 70.9 54.3	922 461 353	G	1.3	94.2	94.4	93.8	.81	.74	.61

**SULZER**

Specifications subject to change without notice  
Page 1 of 2





# TECHNICAL DATA

## 10" ABS XFP PUMP

XFP 250J-CB2  
6 Pole, 3 Phase, PE4

Date: 04/12  
Dwg: DS-E02-038 Rev: 3

### Cable Data, PE4 Frame

	Motor	Motor Voltage	Cable Qty	Cable Type	Cable Nominal Dia +/- .5mm (.02")
Power Cable	PE 210/6	230 volt	1	G-GC 4-3	30.2mm (1.19") diameter
		460 volt	1	G-GC 8-3	24.6mm (0.97") diameter
		600 volt	1	G-GC 8-3	24.6mm (0.97") diameter
	PE 250/6	230 volt	1	G-GC 2-3	34.1mm (1.34") diameter
		460 volt	1	G-GC 8-3	24.6mm (0.97") diameter
		600 volt	1	G-GC 8-3	24.6mm (0.97") diameter
	PE 350/6	230 volt	1	G-GC 1-3	38.4mm (1.51") diameter
		460 volt	1	G-GC 6-3	26.6mm (1.05") diameter
		600 volt	1	G-GC 8-3	24.6mm (0.97") diameter
	PE 430/6	230 volt	1	G-GC 1/0-3	41.9mm (1.65") diameter
		460 volt	1	G-GC 4-3	30.2mm (1.19") diameter
		600 volt	1	G-GC 6-3	26.6mm (1.05") diameter
Control Cable	All	Standard*	1	SOOW 16/4	10.67mm (.42") diameter
		Full monitoring*	1	SOOW 16/8	14.6mm (0.575") diameter
		Full monitoring w/ RTDs*	1	SOOW 16/12	17.3mm (0.68") diameter
Cable Length	Standard: 15m (49 feet)		Optional: 5m (16 feet) increments up to 30m (98 feet) - Consult Factory for Longer Lengths		

\* See motor protection on page 1.

### Pump Data

Discharge Size	10" flanged, compatible with 10" class 125 ANSI flanges				
Suction Size	10" flanged, compatible with 10" class 125 ANSI flanges, threaded for 12x7/8-9 UNC bolts, 27mm (1.06") deep				
Volute pressure rating	10 bar (145 psi)				
Impeller Type	ContraBlock w/ 2 vane				
Impeller Size	300	320	340	355	365
Solids Passage Size	120mm (4.7")	120mm (4.7")	120mm (4.7")	120mm (4.7")	120mm (4.7")
Impeller DIA	300mm (11.8")	320mm (12.6")	340mm (13.4")	355mm (14")	365mm (14.4")
Impeller Weight					
Min Recommended Flow, GPM	1000	1000	1000	1000	1000

### Materials of Construction

	Standard	Optional
Motor and Intermediate Housing	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Optional Cooling Jacket	Steel 1.0036 (ASTM A-570, Grade D)	
Seal Plate	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Impeller	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	Duplex Stainless Steel 1.4460 (AISI 329)
Volute	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Bottom Plate CB	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Cable Entry Casting	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Pump and Motor Shaft	Stainless Steel 1.4021 (AISI 420)	Duplex Stainless Steel 1.4462 (UNS S31803)
External Hardware	Stainless Steel 1.4401 (AISI 316)	
Lifting Hoop	Ductile Iron EN-GJS-400-18 (ASTM A-536; 60-40-18)	Duplex Stainless Steel 1.4460 (AISI 329)
O-Rings and Cable Glands	Nitrile (Buna-N)	Viton®
Tandem	Silicon Carbide / Silicon Carbide, Nitrile, 316 SS	Silicon Carbide / Silicon Carbide, Viton®, 316 SS
Mechanical Seal	Silicon Carbide / Silicon Carbide, Nitrile, 316 SS	
Lower Bearing Lip Seal	Nitrile (Buna-N) covered steel	
Coating	Two part epoxy, black, 100µm (3.9 mil) DFT	Two part epoxy, black, 200µm (7.9 mil) or 360 µm (14.2 mil); Coal tar epoxy, black, 200 µm (7.9 mil); Non-toxic epoxy, 200 µm (7.9 mil)

### General Data

	PE 210/6	PE 250/6	PE 350/6	430/6
Overall Height	1455mm (57.3")	1455mm (57.3")	1535mm (60.4")	1482mm (58.3")
Pump Weight	609 kg (1343 lb)	639 kg (1409 lb)	674 kg (1486 lb)	565 kg (1246 lb)

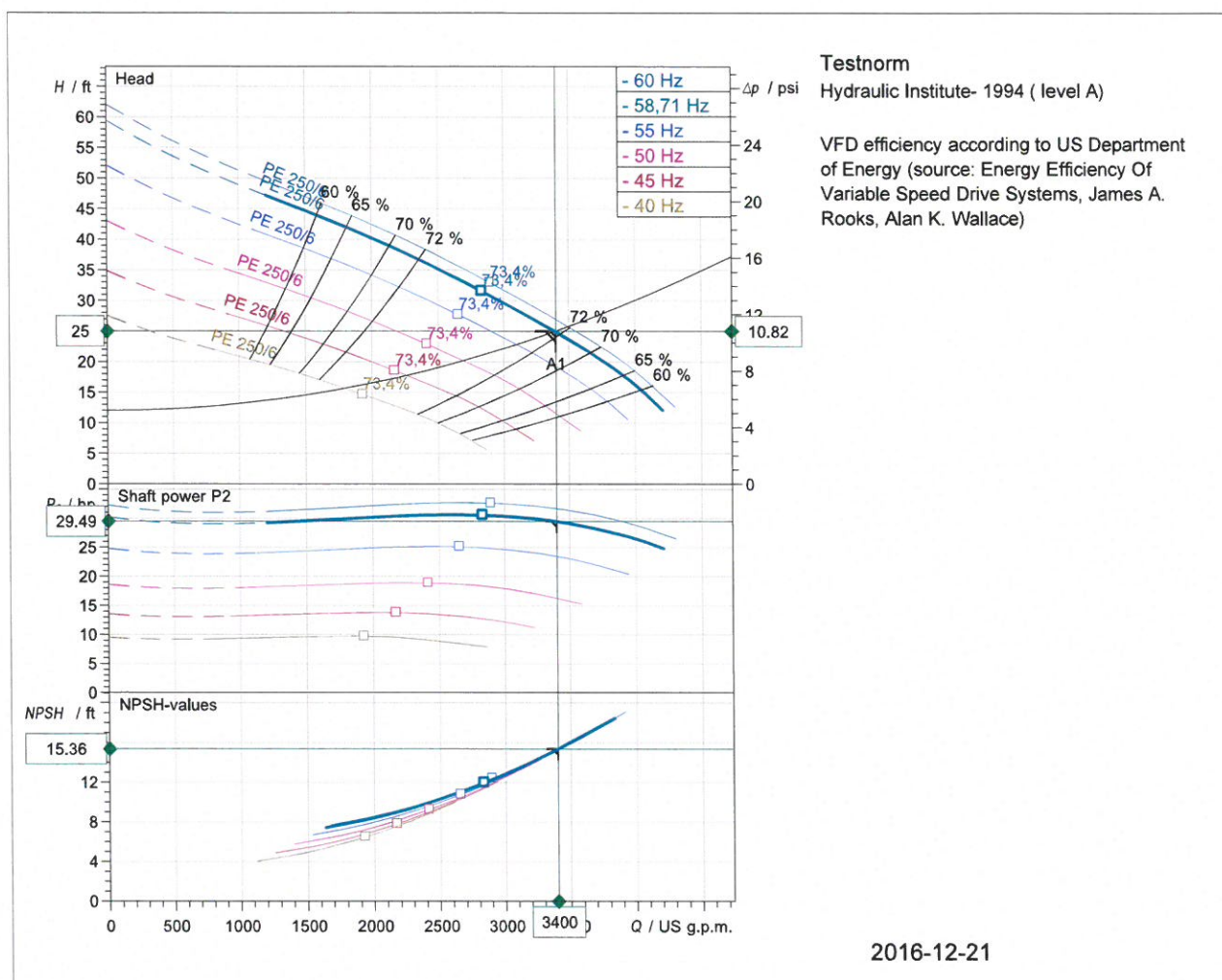
**SULZER**

Specifications subject to change without notice  
Page 2 of 2



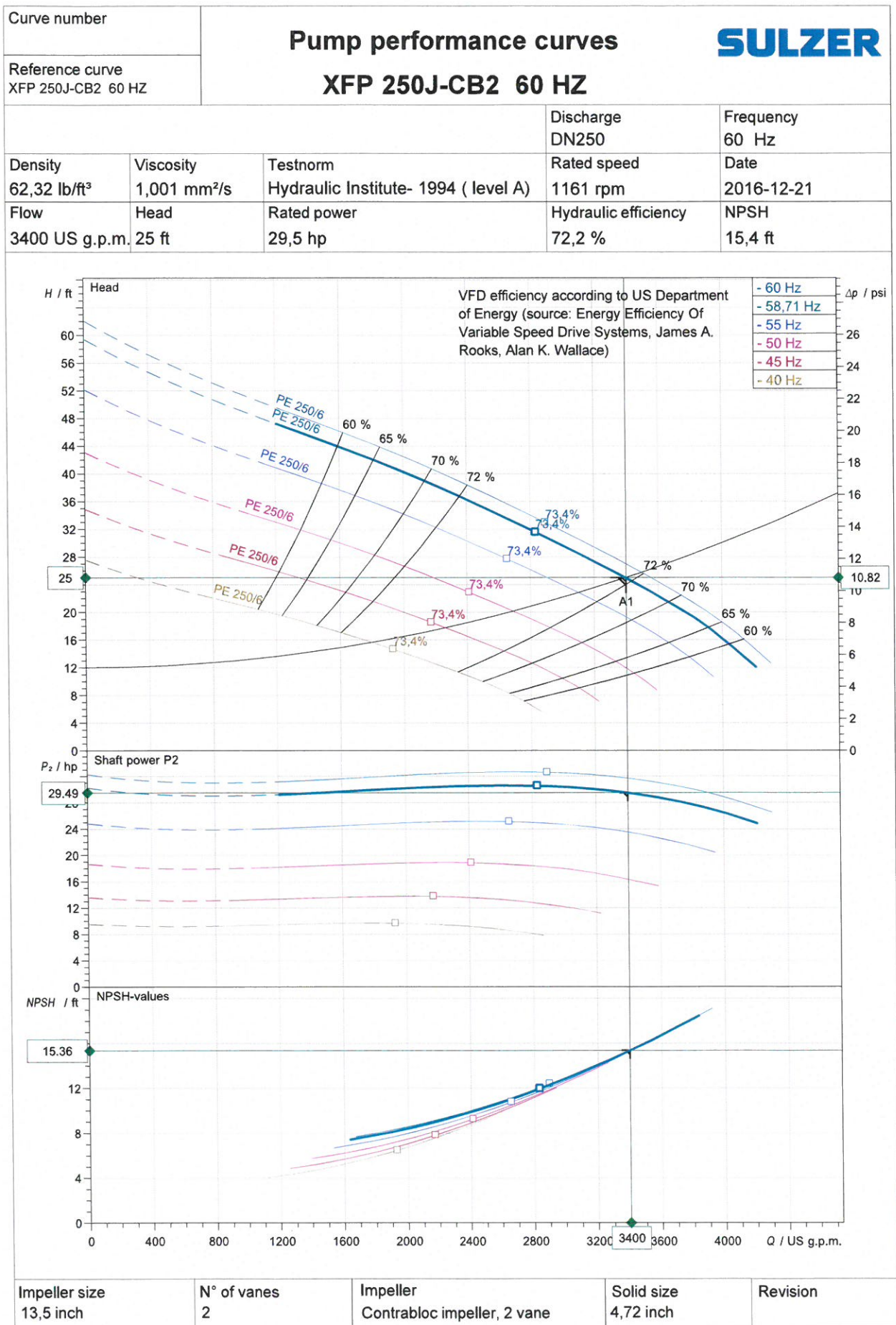


# XFP 250J-CB2 60 HZ



<b>Operating data specification</b>			
Flow	3400 US g.p.m.	Head	25 ft
Efficiency	72,2 %	Shaft power	29,5 hp
NPSH	15,4 ft	Fluid	Water
Temperature	68 °F	Nature of system	Single head pump
No. of pumps	1		
<b>Pump data</b>			
Type	XFP 250J-CB2 60 HZ	Make	SULZER
Series	XFP PE4-PE6	Impeller	Contrabloc impeller, 2 vane
N° of vanes	2	Impeller size	13,5 inch
Free passage	4,72 inch	Suction flange	DN250
Discharge flange	DN250	Type of installation	wet well vertical installation 2"
<b>Motor data</b>			
Rated voltage	460 V	Frequency	60,0 Hz
Rated power P2	33,5 hp	Nominal Speed	1190 rpm
Number of poles	6	Efficiency	93 %
Power factor	0,779	Rated current	43,3 A
Starting current	325 A	Rated torque	148 lbf ft
Starting torque	416 lbf ft	Degree of protection	IP 68
Insulation class	F	No. starts per hour	10

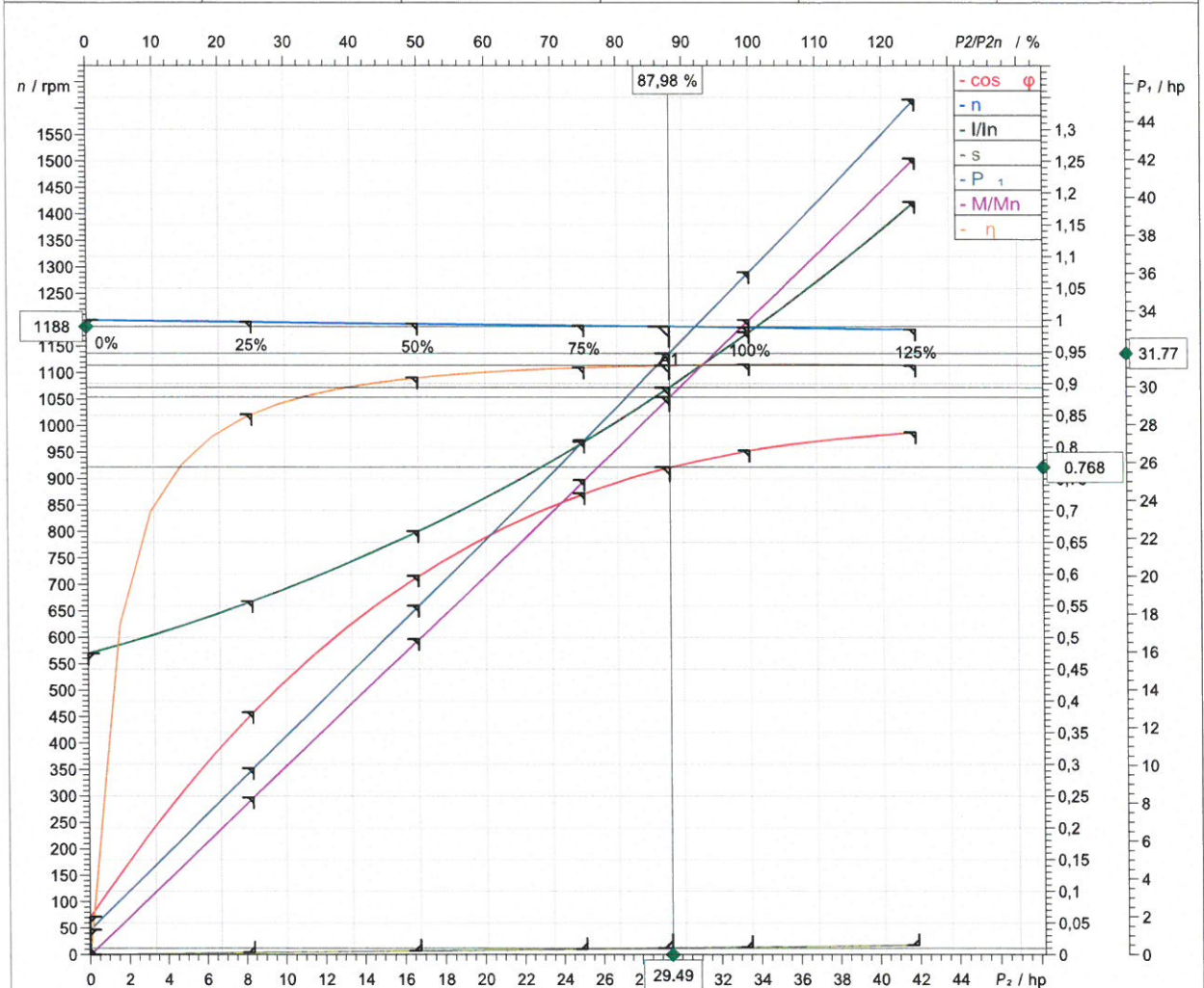






Frequency 60 Hz	<h2 style="margin: 0;">Motor performance curve</h2> <h3 style="margin: 0;">PE 250/6</h3>	
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Rated power 33,5 hp	Service factor 1,3	Nominal Speed 1190 rpm	Number of poles 6	Rated voltage 460 V	Date 2016-12-21
------------------------	-----------------------	---------------------------	----------------------	------------------------	--------------------



Symbol	No load	25 %	50 %	75 %	100 %	125 %
P <sub>2</sub> / hp	0	8,381	16,76	25,14	33,53	41,91
P <sub>1</sub> / hp	1,318	9,845	18,43	27,18	36,05	45,15
η / %	0	85,13	90,93	92,51	93	92,82
n / rpm	1200	1196	1193	1189	1186	1182
cos φ	0,06	0,382	0,597	0,727	0,7944	0,823
I / A	20,55	24,12	28,9	34,99	42,47	51,34
s / %	0,00264€	0,3201	0,6098	0,8902	1,18	1,497
M / lbf ft	0	36,8	73,82	111	148,5	186,2

Tolerance according to VDE 0530 T1 12.84 for rated power

Starting current 325 A	Starting torque 416 lbf ft	Moment of inertia 11,5 lb ft <sup>2</sup>	No. starts per hour 10
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Sulzer reserves the right to change any data and dimensions without prior notice and can not be held responsible for the use of information contained in this software.

Version 2016/06/16  
Data version Jun-2016





# XFP 250J-CB2

Dimension sheet PE4 WET WELL Installation

Maßblatt PE4 Nassinstallation

Plan d'encombrement PE4 installation submersible

No: M-02.2503 - 00

Dat/Nam.: 27.04.2009 / H.Ramig

Cad Code: M\_022503

Technical changes reserved

Änderungen vorbehalten

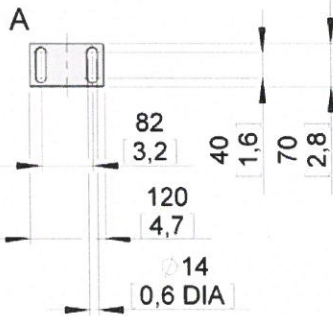
ABS se réserve le droit changer

ses caractéristiques techniques

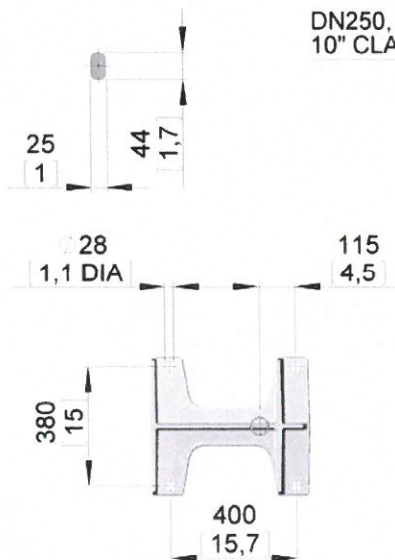
Type Typ Tipo	Type Typ Tipo	Weight Gewicht Poids	Weight Gewicht Poids	H	H
50Hz	60Hz	(~kg)	(~lb)	(mm)	(inch)
PE 220/4-J	PE 250/4-J-60	614	1354	1455	57.3
PE 300/4-J	PE 350/4-J-60	639	1409		
PE 370/4-J	PE 430/4-J-60	669	1475	1535	60.4
PE 450/4-J	PE 520/4-J-60	689	1519		
PE 185/6-J	PE 210/6-J-60	609	1343		
PE 220/6-J	PE 250/6-J-60	639	1409	1455	57.3
PE 300/6-J	PE 350/6-J-60	674	1486	1535	60.4
PE 370/6-J	PE 430/6-J-60	684	1508		

Weight: Includes pump and slider bracket  
Gewicht: Beinhaltet Pumpe und Halterung  
Poids: Pompe et Coulisseau

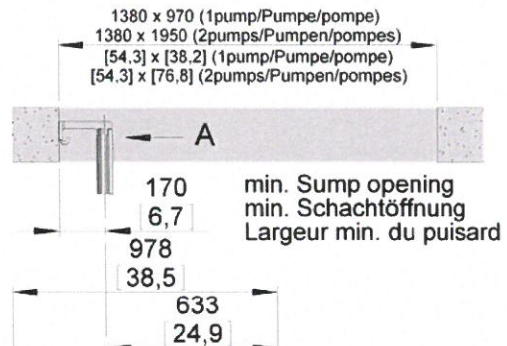
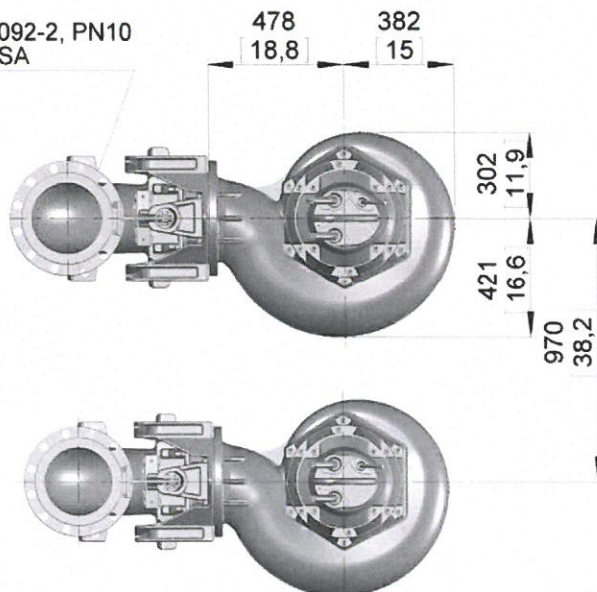
For hex.-woodscrew 0,4\*2,8 plug 0,5 DIA  
Für Skt.-Holzschr. 10\*70 Dübel Ø12mm  
Pour vis à bois hexagonale 10\*70 trou de 12mm



Lifting hoop cross section  
Fangbügel-Querschnitt  
Section d'étrier de sûreté



DN250, DIN EN 1092-2, PN10  
10" CLASS 125 ASA



min. Sump opening  
min. Schachtoffnung  
Largeur min. du puisard

Installation Instructions "pedestal" 1 597 0725  
Installationsanweisung "Fußstück" 1 597 0725  
Instruction d'installation "socle" 1 597 0725

[ mm  
[inch]











## Mark Swayne

---

**From:** Joseph Lynaugh  
**Sent:** Wednesday, February 08, 2017 10:08 AM  
**To:** Mark Swayne  
**Subject:** FW: Quote #1331 - Bensenville  
**Attachments:** Quote #1331 - Bensenville.pdf

*Rebuild # 2 pump*

**From:** Kristen Walker [mailto:kristen@flowtechnics.com]  
**Sent:** Wednesday, February 08, 2017 10:10 AM  
**To:** Joseph Lynaugh <JLynaugh@bensenville.il.us>  
**Cc:** Ram Anchan <ram@flowtechnics.com>; Rick Sheehy - Flow-Technics, Inc. <rick@flowtechnics.com>  
**Subject:** Quote #1331 - Bensenville

Good morning Joe,

Attached is Quote #1331 to rebuild the Hydromatic S12L s/n S53138 pump in our shop. Please note quote does not include delivery or installation and lead time for parts is approximately 4-5 weeks after receipt of order.

Thank you!!!

Best Regards,

*Kristen Strunk*

Kristen Strunk (Please note my last name has changed)

**Flow-Technics, Inc.**  
181 Ontario Street  
Frankfort, Illinois 60423  
Phone (815) 277-2600  
Fax (815) 534-5311

<http://flowtechnics.com/>

**Authorized Representative for:**



ENGINEERED FOR LIFE





**FLOW-TECHNICS, INC.**

181 Ontario Street  
 Frankfort, Illinois 60423  
 Phone (815) 277-2600  
 Fax (815) 534-5311

Page 1/1  
 Quote QTE00001331  
 Date 2/8/2017

**Bill To:** VILLAGE OF BENSENVILLE  
 12 S. CENTER STREET  
 BENSENVILLE IL 60106

**Ship To:** VILLAGE OF BENSENVILLE  
 717 E. JEFFERSON STREET  
 BENSENVILLE IL 60106

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
JOE LYNAUGH	BEN02	RICK SHEEHY	BEST WAY	NET 30	0/0/0000	5,904
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
5.00	KL SHOP	LABOR HOURS – DISASSEMBLY/EVALUATION	HR	\$95.00	\$475.00	
1	51700-021-7	SEAL KIT	EA	\$3,714.29	\$3,714.29	
1	15276-052-5	DUAL CORD CAP ASSY, 50'	EA	\$2,731.43	\$2,731.43	
1	00975-010-1	SNAP RING	EA	\$9.14	\$9.14	
1	03879-002-1	CAPSCREW	EA	\$114.29	\$114.29	
1	10161-009-2	IMPELLER, 13.25" DIA.	EA	\$8,045.71	\$8,045.71	
1	00065-023-1	LOWER BEARING	EA	\$1,177.14	\$1,177.14	
1	08565A026	UPPER BEARING	EA	\$91.43	\$91.43	
0.50	ISO 32 OIL GS232	OIL ISO 32 GS232 - SEAL OIL	GAL	\$20.19	\$10.10	
4.00	ISO 32 OIL GS232	OIL ISO 32 GS232 - MOTOR OIL	GAL	\$20.19	\$80.76	
12.00	MW SHOP	LABOR HOURS - REASSEMBLY	HR	\$95.00	\$1,140.00	

QUOTE IS VALID FOR THIRTY (30) DAYS.

FREIGHT IS PREPAY AND ADD

DOES NOT INCLUDE DELIVERY OR INSTALLATION

LEAD TIME FOR PARTS IS APPROX. 4-5 WEEKS ARO.

<b>Subtotal</b>	\$17,589.29
<b>Misc</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Freight</b>	\$0.00
<b>Total</b>	\$17,589.29



**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER WITH FLOW-TECHNICS, INC. FOR THE PURCHASE OF A REPLACEMENT PUMP AT THE PARK STREET LIFT STATION IN THE AMOUNT OF \$26,930**

WHEREAS the Village of Bensenville is responsible for the operation and maintenance of the sanitary sewer collection system, and

WHEREAS included in the system are eighteen (18) lift stations that pump wastewater at locations where it cannot gravity feed to our Treatment Plant, and

WHEREAS the Park Street Lift Station is a critical lift station in the system conveying wastewater from the southern half of the Village, and

WHEREAS two pumps at the lift station have been experiencing failure alarms, and

WHEREAS the Village Board approved the replacement of one pump in November 2016, and

WHEREAS upon installation of the new pump the old pump was evaluated for repair, and

WHEREAS the cost of the repair of the old pump was over \$17,000 and does not seem feasible to repair, and

WHEREAS the cost of the replacement pump is \$26,930.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing the purchase of a replacement pump at the Park Street Lift Station from Flow-Technics, Inc. of Frankfort in the amount of \$26,930.

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.



APPROVED:

\_\_\_\_\_  
Temporary Chairperson

ATTEST:

\_\_\_\_\_  
Ilsa Rivera-Trujillo, Village Clerk

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

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

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



**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**March 21, 2017**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Contract with St. Aubin Nursery for the 2017 Parkway Tree Purchase and Delivery Program in the not-to-exceed amount of \$36,700

***SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:***

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>	<input checked="" type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input checked="" type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

**COMMITTEE ACTION:**

I&amp;E

**DATE:**

March 21, 2017

**BACKGROUND:**

Emerald Ash Borer (EAB) devastated the Village's urban forest. Each year the Public Works Forestry Division plants in the open spots from removed EAB trees and adds sites to grow the urban forest. In 2017 we intend to plant 120 trees in residential parkways: 60 in spring and 60 in the fall.

Tree planting continues to be emphasized in the Village to enhance aesthetics, improving the environment and increasing property values. Trees can be a stimulus to economic development, attracting new business and tourism. Commercial retail areas are more attractive to shoppers, apartments rent more quickly, tenants stay longer, and space in a wooded setting is more valuable to sell or rent.

We received a healthy response to the newsflash asking residents if they are interested in getting a new parkway tree. The Village's certified arborists assess if there is an available planting site and which tree would be best at the location.

**KEY ISSUES:**

The 2017 Parkway Tree Planting formal bid produced three bidders shown below.

Goodmark Nurseries	\$3,208.00
Site One - negated Tree Warranty (page 7 of bid document)	\$4,550.25
St. Aubin	\$4,497.00

The only responsive bidder is St. Aubin Nursery, being able to supply all species at the requested 2.5" diameter. The Village has purchased trees from St. Aubin for several planting seasons with excellent results.

The bid was for individual tree price. Once staff has assessed the spring planting sites, specific species will be determined. When the contract is approved, the Village selects the specific trees at the nursery, and the nursery delivers the trees to Public Works. The Public Works forestry crew intends to plant the spring trees before the end of April.

The preliminary plans for the downtown streetscape project includes planting sites for approximately 20 trees. Staff feels that including the purchase of these trees as part of this contract will yield better trees and better prices than if we had a general construction contractor provide the trees. An alternative bid was solicited requesting prices for trees that are smaller and ornamental, suitable for the streetscape project.

Public Works is also planning to initiate a Village Arboretum at the southwest corner of Redmond Park. This year we would purchase and plant one of each of the bid residential species, 20 total.

For these reasons, the contract amount requested for Village Board approval is \$32,000 for the parkway and arboretum trees + \$7,500 for the streetscape to total \$36,700.

**ALTERNATIVES:**

Discretion of Committee



**RECOMMENDATION:**

Staff recommends approval of the contract.

**BUDGET IMPACT:**

The CY2017 Budget includes \$60,000 for our planting program under Forestry - Other Contractual Service (Account Number 11050430 549990).

**ACTION REQUIRED:**

Consideration of a Resolution Authorizing the Execution of a Contract with St. Aubin Nursery for the 2017 Parkway Tree Purchase and Delivery Program in the not-to-exceed amount of \$36,700

**ATTACHMENTS:**

Description	Upload Date	Type
<b>Legal Notice publication</b>	<b>3/10/2017</b>	<b>Backup Material</b>
<b>BID TAB - 2017 Tree Purchase</b>	<b>3/15/2017</b>	<b>Backup Material</b>
<b>BID - 2017 Tree Purchase (St. Aubin)</b>	<b>3/15/2017</b>	<b>Backup Material</b>
<b>RES - 2017 Tree Purchase</b>	<b>3/14/2017</b>	<b>Resolution Letter</b>



**LEGAL NOTICE**  
PLEASE TAKE NOTICE  
that Sealed Quotes will be  
received in the Office of the  
Village Clerk, Village of  
Bensenville, 12 S. Center,  
Bensenville IL 60106 until  
10:30am local time on Mon-  
day, March 13, 2017 and,  
thereafter, immediately  
publicly opened and read  
for:

**VILLAGE 2017  
TREE PURCHASE &  
DELIVERY**

120 nursery stock trees  
delivered for two seasons:  
60 spring, 60 fall

Specifications and quote  
forms can be found at  
[www.bensenville.il.us](http://www.bensenville.il.us) under  
"Business". They can also  
be picked up at the Public  
Works Department, 717 E.  
Jefferson, Bensenville IL  
60106, or by e-mailing  
[kkatz@bensenville.il.us](mailto:kkatz@bensenville.il.us) or  
by calling 630-350-3435.  
All bids require a Bid Bond,  
or Certified or Cashier's  
Check made payable to the  
Village of Bensenville for  
not less than ten percent  
(10%) of the bid amount.

Isa Rivera-Trujillo  
Village Clerk  
Published in Daily Herald  
February 27, 2017 (4465471)

## CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

# Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Addison, Bensenville, Bloomingdale, Carol Stream, Glendale Heights, Glen Ellyn, Itasca, Keeneyville, Lisle, Lombard, Medinah, Naperville, Oak Brook, Oakbrook Terrace, Roselle, Villa Park, Warrenville, West Chicago, Wheaton, Winfield, Wood Dale, Aurora, Elmhurst, Woodridge

County(ies) of DuPage

and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published February 27, 2017 in said DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.  
DAILY HERALD NEWSPAPERS

BY

*Danula Baltz*

Authorized Agent

Account #'s

Supervisors Signature

Date Control # 4465471

Director's Signature

Date



### 2017 Tree Bid Tab

Diameter Requested is 2.5"

Common Name	Scientific Name						
<b>SPRING PLANTING (APRIL)</b>		<b>Goodmark</b>	<b>x7</b>	<b>Site One</b>	<b>x7</b>	<b>St Aubin</b>	<b>x7</b>
KATSURA TREE	CERCIDPHYLLUM JAPONICIUM	\$ 195.00	\$ 1,365.00	\$ 250.46	\$ 1,753.22	\$ 225.00	\$ 1,575.00
YELLOW WOOD 'AMERICAN'	CLADRASTIS KENTUKEA	\$ 208.00	\$ 1,456.00	\$ 267.39	\$ 1,871.73	\$ 239.00	\$ 1,673.00
REGAL PRINCE OAK	QUERCUS ROBUR X BICOLOR 'LONG'	\$ 225.00	\$ 1,575.00	\$ 291.08	\$ 2,037.56	\$ 225.00	\$ 1,575.00
FALL FLOWERING CHERRY	PRUNUS AUTUMNALIS	n/a	#VALUE!	\$ 109.66	\$ 767.62	\$ 215.00	\$ 1,505.00
BLACK GUM (Tupelo)	NYSSA SYLVATICA	\$ 215.00	\$ 1,505.00	\$ 277.54	\$ 1,942.78	\$ 225.00	\$ 1,575.00
FRANS FONTAINE HORNBEAM	CARPINUS BETULUS	\$ 175.00	\$ 1,225.00	\$ 363.54	\$ 2,544.78	\$ 225.00	\$ 1,575.00
ARMSTRONG MAPLE	ACER X FREEMINI	\$ 175.00	\$ 1,225.00	\$ 297.85	\$ 2,084.95	\$ 215.00	\$ 1,505.00
SHAGBARK HICKORY	CARYA OVATA	n/a	#VALUE!	n/a	#VALUE!	\$ 225.00	\$ 1,575.00
SERVICE BERRY 'AUTUMN BRILLIANCE'	AMELANCHIER X GRANDIFLORA 'A-B'	\$ 195.00	\$ 1,365.00	\$ 330.00	\$ 2,310.00	\$ 225.00	\$ 1,575.00
BLACK WALNUT	JUGLANS NIGRA	\$ 175.00	\$ 1,225.00	\$ 291.08	\$ 2,037.56	\$ 215.00	\$ 1,505.00
		\$ 1,563.00	\$ 10,941.00	\$ 2,478.60	\$ 17,350.20	\$ 2,234.00	\$ 15,638.00
<b>FALL PLANTING (OCTOBER)</b>							
GINKGO 'AUTUMN GOLD'	GINKGO BILOBA	\$ 310.00	\$ 2,170.00	\$ 301.54	\$ 2,110.78	\$ 239.00	\$ 1,673.00
JAPANESE PAGODA TREE	SOPHORA JAPONICA	\$ 225.00	\$ 1,575.00	\$ 291.08	\$ 2,037.56	\$ 225.00	\$ 1,575.00
CUCUMBER MAGNOLIA	MAGNOLIA ACCUMINATA	n/a	#VALUE!	n/a	#VALUE!	\$ 235.00	\$ 1,645.00
CATALPA	CATALPA SPECIOSA	\$ 185.00	\$ 1,295.00	\$ 181.42	\$ 1,269.94	\$ 215.00	\$ 1,505.00
JAPANESE ZELKOVA	ZELKOVA SERRATA	n/a	#VALUE!	\$ 257.23	\$ 1,800.61	\$ 225.00	\$ 1,575.00
PATRIOT ELM	ULMUS X 'PATRIOT'	\$ 225.00	\$ 1,575.00	\$ 291.08	\$ 2,037.56	\$ 215.00	\$ 1,505.00
WHITE OAK	QUERCUS ALBA	\$ 250.00	\$ 1,750.00	\$ 234.22	\$ 1,639.54	\$ 239.00	\$ 1,673.00
PURPLE ROBE BLACK LOCUST	ROBINA PSEUDOACACIA	\$ 225.00	\$ 1,575.00	\$ 250.46	\$ 1,753.22	\$ 215.00	\$ 1,505.00
DOGWOOD 'CORNELIAN CHERRY'	CORNUS MAS	n/a	#VALUE!	n/a	#VALUE!	\$ 230.00	\$ 1,610.00
CHINA SNOW LILAC 'CHINESE'	SYRINGA PEKINESIS	\$ 225.00	\$ 1,575.00	\$ 264.62	\$ 1,852.34	\$ 225.00	\$ 1,575.00
		\$ 1,645.00	\$ 11,515.00	\$ 2,071.65	\$ 14,501.55	\$ 2,263.00	\$ 15,841.00
	<b>TOTAL</b>	\$ 3,208.00	\$ 22,456.00	\$ 4,550.25	\$ 31,851.75	\$ 4,497.00	\$ 31,479.00

price for 3" tree

size smaller than 2.5"; n/a; different species

error in bid submission, totaled \$1,971.64



# Village of Bensenville

**Invitation to Bid with Specifications**

**VILLAGE 2017  
TREE PURCHASE & DELIVERY**



**BENSENVILLE**  
GATEWAY TO OPPORTUNITY

**Bensenville Public Works**  
**717 E. Jefferson St. Bensenville, IL 60106**  
**Phone: 630-350-3435 Fax: 630-594-1148**  
**[www.Bensenville.il.us](http://www.Bensenville.il.us)**



## **LEGAL NOTICE**

**PLEASE TAKE NOTICE** that Sealed Quotes will be received in the Office of the Village Clerk, Village of Bensenville, 12 S. Center, Bensenville IL 60106 until 10:30am local time on Monday, March 13, 2017 and, thereafter, immediately publicly opened and read for:

### **VILLAGE 2017 TREE PURCHASE & DELIVERY**

120 nursery stock trees delivered for two seasons: 60 spring, 60 fall

Specifications and quote forms can be found at [www.bensenville.il.us](http://www.bensenville.il.us) under "Business". They can also be picked up at the Public Works Department, 717 E. Jefferson, Bensenville IL 60106, or by e-mailing [kkatz@bensenville.il.us](mailto:kkatz@bensenville.il.us), or by calling [630-350-3435](tel:630-350-3435).

All bids require a Bid Bond, or Certified or Cashier's Check made payable to the Village of Bensenville for not less than ten percent (10%) of the bid amount.

Ilsa Rivera-Trujillo  
Village Clerk



## **GENERAL TERMS AND CONDITIONS**

**1. CONDITIONS** – Bidders should 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 is not a reason to alter the original contract or to request additional compensation. The term "Village" in these bid documents means the Village of Bensenville, Cook and DuPage Counties, Illinois.

### **2. BID SECURITY**

**2.1** Each Bid must be accompanied by Bid security made payable to the Village in an amount of ten percent (10%) 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 Village, 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. REFERENCES** - Provide a list of four current user contacts with names and telephone numbers in bid submittal. Municipal references are preferred.

**4. VENDOR EXPERIENCE** - Provide a general history, description and Company status in bid submittal.

**5. ADJUSTMENTS TO CONTRACT** - Village reserves the right to adjust the quantities of work, either up or down, dependent upon the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment is based on accepted unit prices.

### **6. COMPLETION TIME AND LIQUIDATED DAMAGES**

**6.1** The start of work is no earlier than April 1 and after contract execution.

**6.2** Specific delivery dates are identified in Section 12 of "Scope of Work".

**6.3** If the CONTRACTOR does not complete the work within the specified Contract time or within allowed extended time, the CONTRACTOR is liable to the Village in the amount of One hundred dollars (\$100.00), as liquidated damages, for each calendar overrun day from the contract time or allowed extended time.



**ST. AUBIN NURSERY**  
**MUNICIPAL REFERENCES**

Agency Name: Village of Bloomingdale  
Address: 305 Glen Ellyn Rd.  
City, State, Zip Code: Bloomingdale, IL 60108  
Telephone #: 630-671-5800 / F: 630-529-9244  
Contact Person: Jim Johnson (johnsonj@vil.bloomingdale.il.us)  
Dates of Service: 1993 - Present

Agency Name: Village of Hoffman Estates  
Address: 1900 Hassel Rd.  
City, State, Zip Code: Hoffman Estates, IL 60169  
Telephone #: 847-815-7613 / F: 847-781-2624  
Contact Person: Nick Lackowski (nicolas.lackowski@hoffmanestates.org)  
Dates of Service: 1994 - Present

Agency Name: Village of Winnetka  
Address: 510 Green Bay Rd.  
City, State, Zip Code: Winnetka, IL 60093  
Telephone #: 847-716-3535 / F: 847-716-3599  
Contact Person: Jim Stier / jstier@winnetka.org  
Dates of Service: 1995 - Present



**ST. AUBIN NURSERY**  
**MUNICIPAL REFERENCES**

Agency Name: Village of Skokie

Address 9050 Grass Point Rd

City, State, Zip Code Skokie, IL 60077

Telephone #: 847-933-8427 / F: 847-673-9389

Contact Person: Liz Zimmerman (elizabeth.zimmerman@skokie.org)

Dates of Service: 1984 - Present

Agency Name: \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Dates of Service: \_\_\_\_\_



**6.4** Liquidated damages owed to the Village may be deducted from payments to the CONTRACTOR. If the deduction does not fully equal the CONTRACTOR'S liquidated damages obligation, the CONTRACTOR shall pay the difference to the Village within ten business days after demand for payment. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in final completion of the work.

**7. TAX EXEMPT STATUS** – By law, the Village is exempt from paying State or Local Retailer's Occupation Tax, State Service Occupation and Use Tax, and Federal Excise Tax. The Illinois State Exemption Number will be provided after Contract is awarded.

**8. PRICING** – Bid pricing for goods and services are valid through December 31, 2017.



## **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.

Contractor will furnish all labor, materials and equipment necessary to perform work as outlined.

### **1. APPLICABLE SPECIFICATIONS AND STANDARDS:**

- American Standard for Nursery Stock. ANSI Z60.1-2004
- Principles and Practices of Planting Trees and Shrubs. International Society of Arboriculture.
- Standardized Plant Names American Joint Committee on Horticulture Nomenclature.
- American National Standards Institute for Tree Care Operations- Transplanting. ANSI A300-2005
- Standard Specifications for Road and Bridge Construction. Illinois Department of Transportation.

### **2. QUALITY OF TREE MATERIALS**

**2.1** Unless otherwise specified, trees must originate from an Illinois Department of Agriculture Certified Nursery within 100 miles from the Village of Bensenville.

They shall have average or normal well-developed branches, together with vigorous root systems. Trees shall be free from insects, eggs, larvae, diseases, sun scald, knots, stubs, or other objectionable disfigurements. Trees must show appearance of normal health and vigor in strict accordance with these specifications.

**2.2** Only trees tagged by Village staff will be accepted during delivery.

**2.3** Trees shall be true to their name as specified.

**3. SIZE** – Trees shall be a minimum of 2 ½” in diameter (caliper).

**4. MEASUREMENT FOR SIZE** - Take caliper measurements six inches above ground.

**5. QUANTITY** – The Village requests a bid for 60 trees per planting season (Spring/Autumn) totaling 120 trees. Species are listed for each season on the bid proposal form. The Village reserves the right to increase or decrease the number of any species of trees depending upon need.

### **6. INSPECTION OF TREE MATERIAL**



**6.1** The Nursery shall allow a Village representative to inspect trees for quality and for tagging in the nursery. If after inspection, there are not enough acceptable trees available, the Village reserves the right to make alternate arrangements for the purchases of that particular species of tree. A request made by the nursery via phone, or email, is required for requesting the inspection and tagging of trees.

**6.2** All tree material shall comply with State and Federal laws with respect to inspection for tree diseases and insect infestation. An inspection certificate, required by law to this effect, shall accompany the shipment and on arrival certificate shall be filed with the Director of Public Works.

**7. DIGGING OF TREES** - Trees shall not be dug until the contractor is ready to transport them from their original locations to the site of work or approved storage. The maximum time lapse between digging and properly loaded for delivery to the site of work shall be no more than 5 days for balled and burlapped trees. They shall be dug with care, avoiding injury to the trees or loss or damage of the roots, including all of the fibrous roots. Immediately after digging, roots shall be protected against drying and freezing. Proper irrigation of newly dug trees should be provided by the nursery to maintain to quality.

**8. BALLED AND BURLAPPED TREES** - Trees shall be balled and burlapped only after Village staff has tagged the trees. The trees shall be dug with a sufficient quantity of earth taken equally on all sides and bottoms of the trees to include the necessary roots to ensure growth as specified in the most recent edition of the **American Standard for Nursery Stock**. The depth thickness of the balls shall be prepared in a workmanlike manner and firmly bound. All material purchased shall be tagged and clearly labeled by the nursery with the common name as shown on the bid list.

**9. TRANSPORTATION** - During transportation, the contractor shall exercise care to prevent injury and drying out of the trees; leafed trees will be covered. Upon arrival to the Village, trees will be inspected for proper shipping procedures. Should the roots be dried, primary branches broken, balls of earth broken or loosened, or areas of bark torn, the Public Works Director, or designee, may reject the injured tree. When a tree is rejected, the contractor shall at once remove it from the area of work and replace it without any additional expense to the Village of Bensenville. Trees shall not be tree wrapped.

## **10. VILLAGE PERFORMED TREE PLANTING PROCEDURES**

**10.1** Tree plantings will be performed by experienced Village Forestry staff, well versed in accepted arboricultural practices, and under the supervision of a qualified tree planting foreman. Planting will follow proper Principle and Practice as set forth by the ISA.

**10.2** Village will adhere to a strict proper watering schedule. Thorough watering shall follow the backfilling operation. The watering shall completely saturate the backfill. After the backfill settles, as a result of watering, additional backfill shall be placed to match the level of the finished grade.



**10.3** A hardwood chip mulch cover will be provided for each tree. A three-inch deep circular water saucer of soil shall be constructed around each tree and shall be filled with shredded hard bark mulch or other appropriate material.

**10.4** Any excess soils, debris or trimmings will be removed from the planting site immediately upon completion of each planting operation.

**10.5** The minimum diameter and depth of the hole depends upon root ball size in accordance with recognized horticultural practices.

**10.6** Trees will be planted on Village parkways and public property at various locations.

**11. DELIVERY TIMEFRAME** – Delivery date for Spring trees shall be in April 3 – April 14; delivery dates for Fall trees shall be October 2 – October 13.

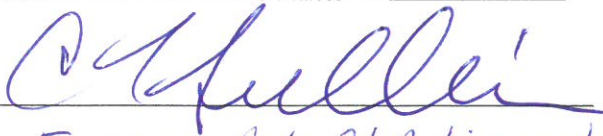
**12. TREE CARE INSTRUCTIONS** - Contractor shall provide maintenance instructions to the Village of Bensenville on how to care for the newly planted trees.

**13. TREE WARRANTY - Trees shall be guaranteed for one year beginning from the date of delivery.** The Village shall inspect all trees before the end of the warranty period and request replacement of any dead trees. A tree deemed unacceptable by the Public Works Director or designee shall be replaced by the contractor at no cost to the Village of Bensenville. Contractor is responsible to deliver replacement tree within 30 days or Village agreed upon date. Trees replaced as a result of meeting warranty requirements shall be warranted for one full year from date replacement is completed.



## **BIDDER INFORMATION SHEET**

NAME: (PRINT) C. TODD SULLIVAN

SIGNATURE: 

COMPANY NAME: Eugene A. de St Aubin and Bros.  
(PRINT)

ADDRESS: 35445 IRENE ROAD  
KIRKLAND, IL 60146

TELEPHONE: (815) 522-3535

FACSIMILE: (815) 522-6663

EMAIL: info@staubin.com

Return to: Corey Williamson  
Deputy Village Clerk  
Village of Bensenville  
12 S Center Street  
Bensenville, IL 60106

The bid must be in a **sealed opaque** envelope **plainly marked:**  
**Village 2017 Tree Purchase & Delivery –BID.**

The bids must be received by **10:30am on Monday, March 13, 2016** at which time they will be opened and publicly read. 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 bids. Late delivery of a bid for any reason, including faulty or late delivery by United States Mail or other carrier, will disqualify the bid.



# PLANTING SPECIES

The Village intends to mix species and quantities with not more than 10 of one species in each planting season.

AVAILABILITY SUBJECT

FOR ORDERS

Common Name	Scientific Name	Price per Tree
SPRING PLANTING (APRIL) 60 Trees		2.5" diameter
KATSURA TREE	CERCIDPHYLLUM JAPONICIUM	\$ 225.00
YELLOW WOOD 'AMERICAN'	CLADRASTIS KENTUKEA	239.00
REGAL PRINCE OAK	QUERCUS ROBUR X BICOLOR 'LONG'	225.00
FALL FLOWERING CHERRY	PRUNUS AUTUMNALIS	215.00
BLACK GUM (Tupelo)	NYSSA SYLVATICA	225.00
FRANS FONTAINE HORNBEAM	CARPINUS BETULUS	225.00
ARMSTRONG MAPLE	ACER X FREEMINI	215.00
SHAGBARK HICKORY	CARYA OVATA	225.00
SERVICE BERRY 'AUTUMN BRILLIANCE'	AMELANCHIER X GRANDIFLORA 'A-B'	225.00
BLACK WALNUT	JUGLANS NIGRA	215.00
SUB TOTAL (A)		\$ 13,404.00
FALL PLANTING (OCTOBER) 60 Trees		2.5" diameter
GINKGO 'AUTUMN GOLD'	GINKGO BILOBA	\$ 239.00
JAPANESE PAGODA TREE	SOPHORA JAPONICA	225.00
CUCUMBER MAGNOLIA	MAGNOLIA ACCUMINATA	235.00
CATALPA	CATALPA SPECIOSA	215.00
JAPANESE ZELKOVA	ZELKOVA SERRATA	225.00
PATRIOT ELM	ULMUS X 'PATRIOT'	215.00
WHITE OAK	QUERCUS ALBA	239.00
PURPLE ROBE BLACK LOCUST	ROBINA PSEUDOACACIA	215.00
DOGWOOD 'CORNELIAN CHERRY'	CORNUS MAS	230.00
CHINA SNOW LILAC 'CHINESE'	SYRINGA PEKINESIS	225.00
SUB TOTAL (B)		\$ 13,578.00

TOTAL (x6)

\$1350.00

1434.00

1350.00

1290.00

1350.00

1350.00

1290.00

1350.00

1350.00

1290.00

\$1434.00

1350.00

1410.00

1290.00

1350.00

1290.00

1434.00

1290.00

1380.00

1350.00



## BID PRICE FORM

If this Tree Purchase and Delivery 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.

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

**AVAILABILITY SUBJECT TO PRIOR ORDERS**

**2017 TOTAL Bid Price (A+B) = \$** 26,982.00

*Total derived by multiplying each line by 6, for a total of 120.*

### ALTERNATE BID

The Village intends to plant approximately 20 trees in a newly designed downtown streetscape in Fall 2017 or Spring 2018. This is separate from the 2017 Spring/Fall parkway tree planting contract.

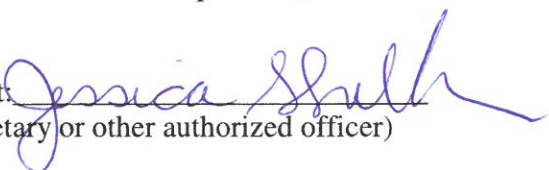
TOWN CENTER STREETScape PROJECT			
3-5 Species to be selected. Trees need to be a minimum of 2.5 inch caliper. Indicate largest caliper tree available for fall 2017.			
		Caliper Inches	Price per Tree
DANCER PEAR	Pyrus betulifolia	3 1/2" - 4 1/2"	375.00
EASTERN REDBUD	CERCIS canadensis	3" - 4"	375.00
KWANZAN CHERRY	PRUNUS serrulata	3" - 4"	395.00
PRINCE GEORGE CRABAPPLE	MALUS 'PRINCE GEORGE'	3" - 4"	375.00
IVORY SILK JAPANESE LILAC	Syringa reticulata 'Ivory Silk'	3" - 4"	375.00

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

Signed:

  
Authorized Signature

Where bidder is a corporation, add:

Attest:   
(Secretary or other authorized officer)

Date:

3/2/17

(CORPORATE SEAL)



## **GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

These conditions apply to all purchases/services and become a part of each bid invitation.

**1. NON-DISCRIMINATION IN EMPLOYMENT** - 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 sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall not commit within the State of Illinois, under this contract, any unfair employment practices as defined in federal and state law.

**2. PERMITS AND LICENSES** - The successful Bidder shall obtain, at its own expense, all permits and licenses that may be required to complete the Contract, and /or required by municipal, state and federal regulations and law.

**3. REMOVAL OR SUSPENSION OF BIDDERS** - Village may remove or suspend bidder from the bidder's list for a specified period not to exceed two years. The Bidder will be given notice of such removal or suspension if:

- A. Services performed do not comply with contract specifications;
- B. Work is not done within the contract's specified timeframe;
- 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 evidence of insolvency is found;
- G. An employee currently serves as a Bensenville Board member or Village employee and is financially involved in proposed work.

## **4. COMPLIANCE TO LAW**

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

**4.2** All merchandise, commodities and services must conform to all standards and regulations as set by the Occupation Safety Health Administration (O.S.H.A.).

**4.3** Bidder must complete and notarize the Bid Compliance Page with bid.

## **5. BIDDING CONDITIONS**

**5.1 BID ATTACHMENTS** - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.

**5.2 BID BINDING** - Unless otherwise specified, all bids shall be binding for Ninety days following the bid opening date.

**5.3 BID OPENING** - 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.



**5.4 BID PRICE FORM** – Submit prices on the enclosed Bid Price Form completed properly and signed in ink.

**5.5 BIDDER’S COMPETENCE** - 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 Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.

**5.6 CHANGES IN CONTRACT DOCUMENTS** - Changes or corrections may be made by the Village after the Village issues them. Addendum or addenda shall take precedence over that portion of the documents concerned, and become part of the contract documents. 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. It is the bidder’s responsibility to regard all **addenda which will be posted on Village website** at least four days prior to date established for receipt of bids.

**5.7 EXAMINATION OF BIDDING DOCUMENTS** - Bidder shall carefully examine all contract documents and addenda to become thoroughly familiar with the detailed requirements prior to submitting proposal. If a bidder finds discrepancies or ambiguities in, or omissions from documents, or is in doubt as to their meaning, he/she shall notify the Village Clerk not later than ten days prior to bid due date. **All addenda will be posted on the Village website ([www.bensenville.il.us](http://www.bensenville.il.us)) under “Business”.** Addenda shall not be made less than four days prior to bid opening. Bid Documents shall be used by each Bidder in preparing its Bid and neither the Village nor the Architect or Engineer assumes any responsibility for errors or misinterpretations resulting from the use of an incomplete set of Bid Documents. The Village is not responsible for oral instructions. Direct inquiries to the Deputy Village Clerk. After the bids are received, no allowance will be made for bidder oversight.

**5.8 LATE BIDS** – Formal bids received after specified bid opening time will not be considered and will be returned unopened.

**5.9 MISTAKE IN BID AND BID CHANGES** – Bids cannot be modified after submittal. If an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.

**5.10 RESPONSE TO INVITATIONS** - Contractors unable to bid or not bidding will provide a letter of explanation and return the bid form. Contractors who fail to respond on two successive bids will be removed from the qualified bidder’s list.

**5.11 WITHDRAWAL OF BIDS** - A written withdrawal request must be received by the Deputy Village Clerk before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn.

**6. AWARD, REJECTION OR DISQUALIFICATION OF BIDS** - Contracts are awarded to the lowest responsible bidder. The Village’s has the right 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). The Village has the right to reject a Bid if the Bidder failed to furnish required Bid security or



to submit data required by the Bidding documents, or if the Bid is incomplete or irregular as determined by the Village.

**6.1 Responsibility of a bidder is determined by the consideration of:**

- A. Bidder's character, integrity, reputation, judgment, experience and efficiency;
- B. Bidder's ability, capability, and skill to perform the service required;
- C. Whether the Bidder can perform the contract or provide the service promptly, or within the service specified, without delay or interference;
- D. Bidder's performance quality in previous contracts of services;
- E. Bidder's previous and existing compliance with laws and ordinances relating to the contract or service;
- F. Bidder's ability to provide future maintenance and service for Contract subject;
- G. Number and scope of conditions attached to the Bid;
- H. Responsiveness to the exact requirements of the invitation to Bid;
- I. Current, uncompleted work in which Contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
- J. Bidder's financial resources;
- K. Cash discounts offered;
- L. Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price is to be taken into consideration, and a bid which is low in price may be rejected if the furnished material is not the best;
- M. Direct, indirect and incidental costs to the Village;
- N. Ability to work cooperatively with the Village and its administration;
- O. Past Village records of the Bidder's transaction or with other entities as evidence of the Bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency and cooperativeness; and,
- P. Any other evidence of bidder's responsibility as determined by the Village.

**6.2 The Village may reject any and all Bids, and may re-advertise for new bids.**

**6.3 The following may be cause for disqualification of a submitted Bid:**

- A. Prices excessively high and/or exceed monies available for the Contract;
- B. Failure to submit Bid deposit or surety;
- C. Failure to offer to meet specified delivery or performance schedules;
- D. Failure to price out the Bid in the required format; or qualification of price to protect the Bidder from unknown future market conditions;
- E. Rights of the purchasing agency limited under any contract clause;
- F. Bidder currently on "debarred" bidders list. "Debarred" bidders list are vendors who have not complied with the rules and regulations of Village contracts. If you have any questions, please contact Village Finance Director;
- G. Reasonable basis to suspect either conflict of interest or collusion among Bidders;
- H. Bidder does not provide requested data, literature, samples, or affidavits with Bid;
- I. Late Bids;
- J. Failure of any authorized person to sign the Bid; and
- K. Bidder prohibited by local, state or federal law from entering into public contracts.

**6.4 Village staff is authorized to independently investigate matters of bidder's responsibility and verify any statement made to the Village by the bidder.**



**6.5 NOTICE OF AWARD** – After the acceptance and award of the bid, and upon receipt of a purchase order executed by proper Village officials, this instruction to bidders, including specifications, and bid price form constitutes part of the legal contract between the Village of Bensenville and the Contractor.

## **7. CONTRACT PROVISIONS**

**7.1 CATALOGS** – If requested, Bidder will submit catalogs, descriptive literature, detailed feature drawings, designs, construction, finishes, operational manuals and the like not listed in the Specifications to fully illustrate and describe the material or Work proposed.

**7.2 MATERIAL, EQUIPMENT, AND WORKMANSHIP** - Unless otherwise specified, materials and equipment incorporated in Contract will be new and good quality. All workmanship will be good quality and free from defects. If asked, Contractor shall furnish satisfactory evidence as to source, kind and quality of materials and equipment.

**7.3 SPECIAL HANDLING** – Before delivering caustic, corrosive, flammable or dangerous to handle product, Contractor will provide written directions for how to handle such products, and antidote or neutralizing material required in first aid. Contractor will notify Village and provide material safety data sheets for substances used in connection with Contract defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failing or delaying to provide data sheets may cause disqualification.

**7.4 TRAINING, DEMONSTRATIONS** – If requested Contractors are required to present a demonstration of bid item if Village has insufficient knowledge of the item's operation or performance capability. Such demonstrations and training must be at "no charge" to the Village and must be at a site convenient and agreeable to the affected Village personnel.

**8. VILLAGE SUPERVISION** - The Village Manager, or designee, has full authority over the contracted work and will interpret specifications in a dispute. He/she may order minor changes in a specification if necessary. Major changes will be "additions".

**9. SAFETY/LOSS PREVENTION PROGRAM** – The Village may request the contractor provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to approval to work with the Village. Evidence of completed employee safety training shall be provided if requested by the Village.

**10. VENUE** – For the purposes of a lawsuit(s) between Contractor and Village regarding the Contract, its enforcement, or subject matter, the venue shall be in DuPage County, Illinois and the laws of the State of Illinois shall govern the cause of action.

## **11. DELIVERY**

- A. The start of work is immediately after contract execution. The Village may cancel the Contract without obligation if Delivery requirements are not met. If the Village does not cancel Contract, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision.
- B. All deliveries must be made Monday - Friday, excluding Village holidays, between the hours of 7:00 a.m. and 2:00 p.m.
- C. Shipments become the property of the Village after delivery and acceptance.
- D. Bid price shall include delivery as indicated herein.



- E. All prices must be quoted F.O.B. Bensenville, Illinois.
- F. CONTRACTOR assumes all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at point of delivery; and shall purchase and maintain insurance on the Goods during fabrication process 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 other perils, as CONTRACTOR deems appropriate.

## **12. DAMAGES TO PROPERTY**

**12.1** CONTRACTOR is responsible for property damage caused by their work performed for this contract and shall replace or restore it to its original condition at no cost to the occupant, owner or Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

**12.2** CONTRACTOR is not authorized to drive equipment on private property without property owner's written authority.

**12.3** If damage exists before work begins (i.e. sidewalk, driveway cracks) it is recommended that contractor notify Director of Public Works prior to starting work. Take pictures of preexisting damage before beginning. This is for the CONTRACTOR'S protection.

**13. VILLAGE INSURANCE REQUIREMENT** – Contractors shall procure and maintain for the contract duration insurance against claims for injuries to persons or property damages which may arise from or in connection with the performance of the Contracted, his agents, representatives, employees, or subcontractors.

### **13.1 MINIMUM SCOPE OF INSURANCE COVERAGE SHALL BE AT LEAST AS BROAD AS:**

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

### **13.2 MINIMUM LIMITS OF INSURANCE CONTRACTOR SHALL MAINTAIN:**

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate not less than \$1,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation: Statutory Limits
- D. Employers' Liability limits of \$1,000,000 per accident.



**13.3 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.

**13.4 OTHER INSURANCE PROVISIONS** - Policies are to contain, or be endorsed to contain:

**A. General Liability and Automobile Liability Coverages**

1. The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured's 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.
2. The Contractor's insurance coverage shall be primary as respects to 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.
3. 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.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**B. Workers' Compensation and Employers' Liability Coverage** - The insurer agrees 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.

**C. All Coverages** - Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

**13.5 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.

**13.6 VERIFICATION OF INSURANCE COVERAGE** - Contractor shall give the Village of Bensenville 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. Village of Bensenville may request full-certified copies of policies and endorsements.

#### **13.7 SUBCONTRACTORS ARE PROHIBITED**

**13.8 ASSUMPTION OF LIABILITY** - Contractor assumes liability for all injury to or death of any person(s) including employees of the Contractor, any sub-contractor, any supplier or other person(s) 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.

#### **14. INDEMNITY/HOLD HARMLESS PROVISION**

To the fullest extent permitted by law, the Contractor 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 anyway accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the Contractor's performance of this work, its employees, or subcontractors, or which may in anyway result, 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 expenses arising therefore or incurred in connection with, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees.

Contractor 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 settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

**15. DEFAULT** - The Village may, subject to the provisions specified, by written notice of default to the contractor, terminate the whole or any part of this contract if the Contractor/Vendor fails to:

- A. make material delivery or perform the services within specified time or any extension hereof; or
- B. make progress that endangers contract performance; or
- C. provide or maintain in full force and affect the liability and indemnification coverages or performance bond as required.

If the Board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and 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.



**16. ALTERNATE MATERIALS AND EQUIPMENT** - Where specifications read “or approved equal”, contractor shall give written description to Public Works Director for approval. 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 performs a comparable function and is equal thereto to fill the needs of the Village, unless “No Substitutes” is specified. When offering alternatives identify by brand name and catalog number. Also include manufacturer’s literature with the bid. Bidders will be required to furnish samples upon request and without charge to the Village.

**17. BIDDER’S ACCESS TO PROCUREMENT INFORMATION** - All procurement information shall be public record to extent provided in Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.

**18. ACCEPTANCE** - Contracted work is accepted when final payment is made.

**19. PAYMENT** – The Village Board approves payouts to vendors at regular Village Board meetings which typically occur on the second and fourth Tuesdays of the month. Payment is made by check and issued the same week as payout approval. Payouts do not appear on the agenda until the appropriate Village staff has accepted the product to be delivered, or work performed under contract.

**20. PAYMENT WITHHELD** - The Village may withhold, or due to subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect itself from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims;
- c. Contractor’s failure to properly pay subcontractors or for material or labor;
- d. Damage to other contractors' tools, materials, work or equipment;
- e. Damage to public or private property.

When issues are remedied, payment for amounts withheld because of it will be made.

**21. DEDUCTIONS FOR UNCORRECTED WORK** - If the Village deems it inexpedient to correct work done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

**22. LIENS** – The Village reserves the right to request waivers of lien whether partial or final if the Contractor utilizes subcontractor(s).

**23. REORDERS** - 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 by the contractor. Reordering shall be within the sole discretion of the Village.

**24. GUARANTEES AND WARRANTIES**

**24.1** All material, workmanship, services, and purchased commodities will be guaranteed from defects for at least one year, or for the period of time specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, without delay, at no extra charge to the Village. Said time period shall be based



on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, without delay, at no extra charge to the Village.

**24.2** All warranties for materials or equipment must be received with title before payment is recommended.

**25. CHANGES/ADDITIONAL SERVICES/DELETIONS** - Requests for changes or modifications to this contract must be submitted in writing and approved by the Village Director of Public Works or designee, prior to such changes or modifications being made. 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 starting. If 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.

**26. CHANGE ORDER AUTHORIZATION** - Pursuant to Public Act 85-1295 (720 ILCS 5/33E-1 et seq.) no change order may be made in this contract which authorizes or necessitates 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 designee that:


- a. Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
- b. 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.


The party authorized to execute the above certification is the Village of Bensenville.

**VENDOR:**

**Village of Bensenville:**

  
Signature

  
Title

  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**VILLAGE OF BENSENVILLE  
BID COMPLIANCE CERTIFICATION**

I, C. TODD SULLIVAN, having been first duly sworn, depose and state that:  
(owner/authorized company representative)

Eugene A. de St Aubin and Bros.  
(Name of Company) ("Contractor"), having submitted a proposal for:

Eugene A. de St Aubin to the Village of Bensenville, hereby certifies that  
Contractor: and Bros.

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

Ray Molina  
(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).

By: C. TODD SULLIVAN  
(Officer or Owner of Company stated above)

Title: PRESIDENT

SUBSCRIBED AND SWORN to before me

this 7th day of March, 2017.

Kristi L Hill  
NOTARY PUBLIC

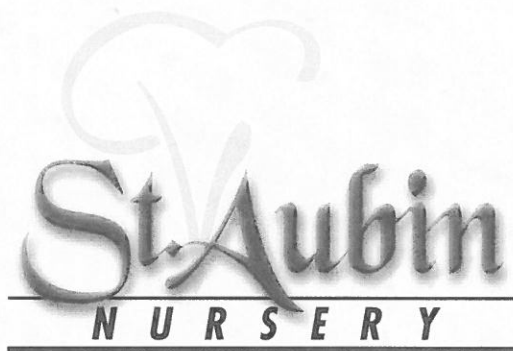
OFFICIAL SEAL  
KRISTI L HILL  
Notary Public - State of Illinois  
My Commission Expires Feb 23, 2019





√	<b>Submittal Checklist – Bid Packet must be returned in its entirety</b>	
	Bidder Information Sheet	
	Bid Price Sheets	
	Addenda Number Acknowledged, if applicable	
	Vendor Experience	
	References	
	Bid Security of 10%	
	Signature Page	
<b>AWARDED CONTRACTOR REQUIREMENTS</b>		
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		





Native Plant Specialists

March 9, 2017

Village of Bensenville

Project: Village 2017 Tree Purchase & Delivery

Corey Williamson – Deputy Village Clerk

12 S. Center Street

Bensenville, IL 60106

Re: General History Description

Eugene A. de St. Aubin and Bros. has been supplying the Chicago area municipalities with quality trees and plant materials for over 60 years.

We have over 400 acres of our own tree and plant stock. We have also supplied to Bensenville with trees and plant materials for the past several years.

Thank you for your continued business.

Kirkland Farm  
35445 Irene Rd.  
Kirkland, IL 60146

**815.522.3535**  
F: 815.522.6663

[info@staubin.com](mailto:info@staubin.com)  
[www.StAubin.com](http://www.StAubin.com)

**100**  
**Years**  
**1913-2013**



**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH ST. AUBIN  
NURSERY & LANDSCAPING, INC. FOR THE VILLAGE 2017 TREE  
PURCHASE & DELIVERY PROGRAM IN THE NOT-TO-EXCEED AMOUNT  
OF \$36,700.00**

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, in an effort to grow and diversify our urban forest intends to plant 120 residential trees in 2017; and

WHEREAS the Village further plans to plant 20 residential trees to start the Village arboretum; and

WHEREAS the Village intends to plant 20 trees in the downtown streetscape; and

WHEREAS, the Village formally opened bids for the tree purchase program on March 13, 2017, and

WHEREAS St Aubin Nursery & Landscaping Inc. was the lowest responsible, reliable bidder; and

WHEREAS the Village Board has determined to award a contract in the not to exceed amount of \$36,700 for the 2017 tree purchase program; and

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a purchase order and other associated documents to St Aubin Nursery & Landscaping Inc. of Kirkland, Illinois for parkway tree planting services for an amount not to exceed \$36,700 for the 2017 Parkway Tree Planting Program.

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.



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

APPROVED:

\_\_\_\_\_  
Temporary Chairperson

ATTEST:

\_\_\_\_\_  
Ilsa Rivera-Trujillo, Village Clerk

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

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

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



**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**March 21, 2017**DESCRIPTION:**

Consideration of a Resolution Approving Execution of an Intergovernmental Agreement (IGA) between the Illinois State Toll Highway Authority (ISTHA), the County of DuPage, the City of Wood Dale, the Village of Itasca, and the Village of Bensenville for the Construction of the Elgin O'Hare Western Access Contract I-14-4638 (IT-02)

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

I&amp;E

**DATE:**

November 15, 2016

**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. One of the contracts within the Village limits is ISTHA Contract I-14-4638.

**KEY ISSUES:**

The scope of work for ISTHA Contract I-14-4638 includes construction of new tolling and ITS equipment along Illinois Route 390 from east of U.S. Route 20 to east of Illinois Route 83. The work also includes the installation underpass lighting at Prospect Avenue, access control fencing, landscaping, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications.

There are multiple 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 will be one of the many IGAs the Village will be entering into as the improvements are being constructed. Staff is currently working with the firm of HR Green (Village's reviewer), Village attorney's office and ISTHA to finalize the language of the IGA.

The majority of the agreement has been approved by all parties. We are still working through a few minor details. The attached IGA is the latest version that still may go through a tweak or two before being signed by all parties.

Items of note in the IGA include:

Section V - Financial

K. It is mutually agreed by the PARTIES hereto that the estimated cost to BENSENVILLE for BENSENVILLE's IMPROVEMENTS are \$2,710.00 for construction costs (cost differential for black access control fencing along westbound Illinois Route 390 west of Illinois Route 83), \$135.50 (5% of construction costs) for preliminary and design engineering, and \$271.00 (10%



of construction costs) for construction engineering, for a total estimated cost of \$3,116.50.

L. BENSENVILLE agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, BENSENVILLE will pay to the ILLINOIS TOLLWAY costs incurred under this AGREEMENT, in a lump sum, upon completion of the PROJECT, but not prior to January 1, 2018 based on final actual costs.

#### Section VII - Maintenance

H. BENSENVILLE agrees to be responsible for the cost differential incurred by the ILLINOIS TOLLWAY, subject to BENSENVILLE review and approval prior to expenditure, for replacing the black access control fencing in kind in the future as compared to replacing with standard access control fencing (i.e. galvanized steel without coating) for the fencing located along westbound Illinois Route 390 west of Illinois Route 83.

#### **ALTERNATIVES:**

Discretion of the Committee.

#### **RECOMMENDATION:**

Staff recommends approval of the IGA pending final revisions.

#### **BUDGET IMPACT:**

The cost commitment for this IGA is \$3,116.50 that will be due to ISTHA at some point after January 1, 2018 (CY2018).

#### **ACTION REQUIRED:**

Motion to consider a Resolution Approving Execution of an Intergovernmental Agreement (IGA) between the Illinois State Toll Highway Authority (ISTHA), the County of DuPage, the City of Wood Dale, the Village of Itasca, and the Village of Bensenville for the Construction of the Elgin O'Hare Western Access Contract I-14-4638 (IT-02)

#### ATTACHMENTS:

Description	Upload Date	Type
<b>HR Green Memo - IGA 4638</b>	<b>3/14/2017</b>	<b>Backup Material</b>
<b>IGA - 4638 (IT-02) - DRAFT</b>	<b>3/14/2017</b>	<b>Backup Material</b>
<b>EXHIBIT - IGA Exhibit attachment</b>	<b>3/14/2017</b>	<b>Backup Material</b>
<b>RES - IGA 4638 (IT-02)</b>	<b>3/14/2017</b>	<b>Resolution Letter</b>





## MEMO

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To: Village of Bensenville President and Board of Trustees

From: Scott Marquardt, Project Manager

Subject: Village of Bensenville/City of Wood Dale/Village of Itasca/Illinois Tollway  
/DuPage County Intergovernmental Agreement  
Recommendation for Consideration of Approval of IGA

Date: March 21, 2017

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President Pro-tem O'Connor and Village Board of Trustees,

Attached to this memorandum is the fourth Intergovernmental Agreement (IGA) related to the Elgin O'Hare Project for your consideration for approval. As there are no improvements to any Village infrastructure associated with this IGA, there is only one additional exhibit attached, and this exhibit is provided to show the location of the Village-funded enhancement contained within this contract.

### IGA SCOPE

- This IGA includes improvements associated with one Tollway contract:
  - Contract IT-02 – this contract includes new tolling and ITS equipment along Illinois Route 390 through multiple communities, from east of US Route 20 to east of Illinois Route 83, including the placement of access control fencing at various locations.
- This contract was awarded by the Illinois Tollway on November 17, 2016.

### SUBMITTAL HISTORY

- The Tollway submitted the first draft of the IGA on December 1, 2016.
- A subsequent submittal was made on February 14, 2017.
- The version being considered at the March 21<sup>st</sup> I&E meeting was submitted on February 14, 2017

### RELATED FINANCIAL CONSIDERATIONS

- This IGA includes a total estimated cost to the Village of \$3,116.50 for enhancements contained within this contract. As previous land acquisition credits have been fully utilized on prior contracts, the Village will be required to make payment of the final enhancement expenses to the Illinois Tollway.
- This payment will be due upon contract completion, but not prior to January 1, 2018. This date was set so that the Village would have adequate time to budget the necessary funds within the next fiscal budget.



#### POSITIVE ITEMS INCLUDED IN IGA

- The only work included within this contract which impacts the Village is the continuation of placement of enhanced black access control fence, in keeping with the direction previously provided by the Village Board. The upgraded access control fence included in this contract will be placed west of Illinois Route 83, north of Illinois Route 390 and adjacent to Robert Morris College.
- Through negotiation with the Tollway over their calculation methods for determining credit for the base fence installation, the expense to the Village of the enhancement has been reduced by nearly \$2,000 from the original IGA submittal.

#### PENDING ITEMS

- The Village of Itasca is tentatively scheduled to consider this IGA for approval at their March 21<sup>st</sup> Public Works committee meeting.
- The City of Wood Dale is tentatively scheduled to consider this IGA for approval at their March 23<sup>rd</sup> Committee of the Whole Meeting
- The Illinois Tollway is tentatively scheduled to approve this IGA at their March 23<sup>rd</sup> Board meeting.

#### 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.**

I can be in attendance at the March 21<sup>st</sup> Infrastructure and Environment Committee meeting if desired and will be available to answer questions.



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,  
THE COUNTY OF DUPAGE,  
THE CITY OF WOOD DALE,  
THE VILLAGE OF ITASCA  
AND  
THE VILLAGE OF BENSENVILLE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", the COUNTY OF DUPAGE, a body corporate and politic of the State of Illinois, hereinafter called the "COUNTY", THE CITY OF WOOD DALE, a municipal corporation of the State of Illinois, hereinafter called "WOOD DALE", THE VILLAGE OF ITASCA, a municipal corporation of the State of Illinois, hereinafter called "ITASCA", and THE VILLAGE OF BENSENVILLE, a municipal corporation of the State of Illinois, hereinafter called "BENSENVILLE", 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 ensure safety to the motoring public, intends to improve the 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 in its entirety 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 ILLINOIS TOLLWAY construction contracts. The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as the "Toll Highway"); and

WHEREAS, certain construction contracts occur within PARTIES' jurisdictional limits. This AGREEMENT includes the scope of improvements of ILLINOIS TOLLWAY Contract I-14-4638, Intelligent Transportation Systems (ITS) along Illinois Route 390 from east of U.S. Route 20 (Lake Street) to east of Illinois Route 83 (Busse Road), hereinafter referred to as the "PROJECT"; and

WHEREAS, the scope of work of the PROJECT includes construction of new tolling and ITS equipment along Illinois Route 390 from east of U.S. Route 20 to east of Illinois Route 83. The work also includes the installation underpass lighting at Prospect Avenue, access control fencing, landscaping, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and



WHEREAS, the COUNTY requests that the ILLINOIS TOLLWAY include in its PROJECT LED illuminated signage at the intersections of Illinois Route 53 (Rohlwing Road) with the eastbound and westbound frontage roads, Norwood Avenue and West Thorndale Avenue (hereinafter referred to as the "COUNTY's IMPROVEMENTS"); and

WHEREAS, WOOD DALE requests that the ILLINOIS TOLLWAY include in its PROJECT black coated access control fencing, hereinafter referred to as "WOOD DALE's IMPROVEMENTS"; and

WHEREAS, the ITASCA requests that the ILLINOIS TOLLWAY include in its PROJECT black coated access control fencing, hereinafter referred to as "ITASCA's IMPROVEMENTS"; and

WHEREAS, the BENSENVILLE requests that the ILLINOIS TOLLWAY include in its PROJECT black coated access control fencing, hereinafter referred to as "BENSENVILLE's IMPROVEMENTS"; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the COUNTY's, WOOD DALE's, ITASCA's and BENSENVILLE's request to add their IMPROVEMENTS to the PROJECT; and

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; and

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; and

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; and

WHEREAS, WOOD DALE 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, ITASCA 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, BENSENVILLE 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 hereto 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, subject to reimbursement by WOOD DALE, ITASCA and BENSENVILLE as hereinafter stipulated. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications that affect the PARTIES for their review and comment at the following stage of plan preparation:

Final

- B. The final approved plans and specifications for the PROJECT improvements that affect the PARTIES shall be promptly delivered via hard copy and DVD format to the PARTIES by the ILLINOIS TOLLWAY.
- C. The PARTIES 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 any PARTY 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 approval of the plans and specifications. Approval by the PARTIES respectively shall mean the PARTIES agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact their maintained highways. In the event of disapproval, the PARTY disapproving 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, Kane-DuPage Soil and Water Conservation District, DuPage County, including but not limited to the Department of Building & Zoning and the Division of Transportation, Illinois Environmental Protection Agency, City of Wood Dale, the Village of Itasca, 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 hereto in support of



general project schedules and deadlines. All PARTIES hereto 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 PARTIES respectively shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way within the PROJECT limits to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by any PARTY.

## **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 their activities in accord with its written Policies and Procedures.
- B. The acquisition or transfer of permanent right of way interests is not required from WOOD DALE, ITASCA, or BENSENVILLE for the construction of this PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in WOOD DALE, ITASCA, or BENSENVILLE property or rights of way which the ILLINOIS TOLLWAY deem necessary for the maintenance and operation of their Toll Highway system. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in WOOD DALE, ITASCA, or BENSENVILLE right of way to the ILLINOIS TOLLWAY in regards to this AGREEMENT.
- C. The acquisition or transfer of permanent right of way interests required from the COUNTY for the construction of the PROJECT pursuant to the approved plans and specifications will be as defined under a separate Intergovernmental Agreement with the COUNTY.
- D. If during the construction of the PROJECT it becomes necessary for the ILLINOIS TOLLWAY to enter upon and temporarily use lands owned by any of the PARTIES, that permission for the temporary use, entry and subsequent restoration will not be unreasonably delayed. This permission will be granted with waiver of all fees and free of any consideration.
- E. The PARTIES shall apply for a permit from the ILLINOIS TOLLWAY for any landscaping improvements. Such landscaping should be compliant with the Federal Aviation Administration Advisory Circular, Hazardous Wildlife Attractants On or Near Airports (Advisory Circular No: 150/5200-33B) on ILLINOIS TOLLWAY right of way. Approval of said permits for landscaping shall not be unreasonably withheld by the ILLINOIS TOLLWAY.



- F. By request, the ILLINOIS TOLLWAY will provide the COUNTY and WOOD DALE access to the parkway north of the north curb of the south frontage road to the eastbound Illinois Route 390 retaining wall between Lively Boulevard and Edgewood Avenue on ILLINOIS TOLLWAY right of way for routine maintenance as needed.

### **III. UTILITY RELOCATION**

- A. The ILLINOIS TOLLWAY agrees to provide the PARTIES, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing PARTY 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 ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of the PARTIES jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the other PARTIES.

### **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 any of the PARTIES shall be submitted to that PARTY for approval prior to commencing such work. The PARTY shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the PARTY shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the PARTY within thirty (30) calendar days after delivery to the PARTY of the proposed deviation, or does not receive a request for an extension of time, which request shall be reasonably considered, the proposed deviation shall be deemed approved.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the PARTIES, the ILLINOIS TOLLWAY shall provide no less than thirty (30) calendar day's written notice to the PARTIES prior to commencement of work on the PROJECT.



- D. The PARTIES 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 PARTIES may assign personnel to perform inspections on behalf of all work included in the PROJECT that affects the respective PARTY's system, and will deliver written notices to the Chief Engineer 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 any PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. 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 respective PARTY, and the PARTIES shall make an inspection thereof not later than fifteen (15) calendar days after notice thereof. If any PARTY does 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 hereto, the PROJECT shall be deemed accepted by the PARTY. At the request of the respective 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 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 Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The 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.
- G. 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.
- H. As-built drawings of the PROJECT shall be provided to the PARTIES, in both paper format and electronically, within sixty (60) calendar 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 PARTIES as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto 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 construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the COUNTY for the COUNTY's IMPROVEMENTs is \$51,117.00 for construction costs of the LED illuminated signage at the traffic signals at the intersections of Illinois Route 53 with the eastbound and westbound frontage roads, Norwood Avenue and West Thorndale Avenue, \$2,555.85 (5% of construction costs) for preliminary and design engineering, and \$5,111.70 (10% of construction costs) for construction engineering, for a total estimated cost of \$58,784.55.
- D. The COUNTY in separate documents shall convey Parcel EO-1B-12-011 to the ILLINOIS TOLLWAY. The approved appraised market value is \$445,700.00 to be credited to the COUNTY to offset the cost of the COUNTY's IMPROVEMENTS.
- E. The COUNTY and the ILLINOIS TOLLWAY agree that a portion of the parcel credit of \$445,700.00 has been utilized to offset costs for the COUNTY's IMPROVEMENTS requested to be included in ILLINOIS TOLLWAY Contract I-14-4642 (estimated to be \$167,068.00), Contract I-13-4629 (estimated to be \$100,207.55), and Contract I-14-4644 (estimated to be \$104,316.62) leaving an estimated balance of \$74,107.83 which shall be utilized to offset the cost of the COUNTY's IMPROVEMENTS requested to be included with ILLINOIS TOLLWAY Contract I-14-4638 leaving an estimated balance due to the COUNTY of \$15,323.28. The COUNTY's remaining balance shall be carried over as a credit and be utilized to offset costs for COUNTY IMPROVEMENTS requested and defined under other EOWA project agreements.
- F. It is mutually agreed by the PARTIES hereto that the estimated cost to WOOD DALE for WOOD DALE's IMPROVEMENTS are \$20,826.00 for construction costs (cost differential for black access control fencing along eastbound Illinois Route 390 from Mittel Boulevard to Lively Boulevard, including connections at Mittel Boulevard, Wood Dale Road, and Lively Boulevard), \$1,041.30 (5% of construction costs) for preliminary and design engineering, and \$2,082.60 (10% of construction costs) for construction engineering, for a total estimated cost of \$23,949.90.
- G. WOOD DALE has conveyed land, as described under separate agreements, to the ILLINOIS TOLLWAY as required for the Illinois Route 390 construction. The land transferred by WOOD DALE to the ILLINOIS TOLLWAY was associated with ILLINOIS TOLLWAY Contracts I-13-4630, I-13-4631, and I-14-4640. WOOD



DALE and the ILLINOIS TOLLWAY also entered into a separate agreement for ILLINOIS TOLLWAY Contracts I-14-4644 and I-14-4642, which did not involve land conveyance. As described in the agreements for the aforementioned contracts, WOOD DALE has requested that work be added (CITY's IMPROVEMENTS or as referred to in this AGREEMENT WOOD DALE's IMPROVEMENTS) and the ILLINOIS TOLLWAY has included the requested work in the contracts. The cost for the WOOD DALE requested work has been partially offset by the cost for the land to be conveyed from WOOD DALE to the ILLINOIS TOLLWAY.

The land conveyance and estimated WOOD DALE's IMPROVEMENT costs are as follows:

	<u>Land Conveyance</u>	<u>WOOD DALE IMPROVEMENTS</u>
Contract I-13-4630	\$1,090,000.00	\$ 157,689.16
Contract I-13-4631	\$ 107,000.00	\$ 9,801.74
Contract I-14-4640	\$ 345,000.00	\$ 666,061.40
Contract I-14-4644	N/A	\$ 403,279.07
Contract I-14-4642	N/A	\$ 283,362.00
Contract I-14-4638	N/A	\$ 23,949.90
Total	\$1,542,000.00	\$1,544,143.27

- H. The estimated WOOD DALE's IMPROVEMENT costs are further detailed in the aforementioned agreements. The total cost for the WOOD DALE IMPROVEMENTS exceeds the ILLINOIS TOLLWAY cost of land to be conveyed by WOOD DALE to the ILLINOIS TOLLWAY; therefore the estimated remaining balance of \$2,143.27 shall be paid to the ILLINOIS TOLLWAY by WOOD DALE. The final cost of the WOOD DALE IMPROVEMENTS shall be based upon final actual construction costs.

WOOD DALE agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, WOOD DALE will pay to the ILLINOIS TOLLWAY costs incurred under this AGREEMENT, in a lump sum, upon completion of the PROJECT, but not prior to May 1, 2018, based on final actual costs.

- I. It is mutually agreed by the PARTIES hereto that the estimated cost to ITASCA for ITASCA's IMPROVEMENTS are \$7,212.00 for construction costs (cost differential for black access control fencing along eastbound and westbound Illinois Route 390 between Arlington Heights Road and Prospect Avenue and along Ketter Drive to the westbound Illinois Route 390 entrance ramp), \$385.60 (5% of construction costs) for preliminary and design engineering, and \$771.20 (10% of construction costs) for construction engineering, for a total estimated cost of \$8,868.80.



- J. ITASCA agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, ITASCA will pay to the ILLINOIS TOLLWAY costs incurred under this AGREEMENT, in a lump sum, upon completion of the PROJECT, but not prior to May 1, 2018 based on final actual costs.
- K. It is mutually agreed by the PARTIES hereto that the estimated cost to BENSENVILLE for BENSENVILLE's IMPROVEMENTS are \$2,710.00 for construction costs (cost differential for black access control fencing along westbound Illinois Route 390 west of Illinois Route 83), \$135.50 (5% of construction costs) for preliminary and design engineering, and \$271.00 (10% of construction costs) for construction engineering, for a total estimated cost of \$3,116.50.
- L. BENSENVILLE agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, BENSENVILLE will pay to the ILLINOIS TOLLWAY costs incurred under this AGREEMENT, in a lump sum, upon completion of the PROJECT, but not prior to January 1, 2018 based on final actual costs.
- M. It is further agreed that notwithstanding the estimated cost, the PARTIES shall be responsible for the actual costs associated with their requested IMPROVEMENTS described in the Recital section of this AGREEMENT.
- N. Any PARTY 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.
- O. The PARTIES shall have the ability to request reduction of or elimination from the PROJECT of those enhancement improvements. The improvements, which would have been the PARTY's responsibility for payment, in the event the contract bid prices are substantially higher than those contained in the engineer's estimate or subject to the PARTY's budgetary constraints. The PARTY shall be responsible for costs incurred for those items that would have been the PARTY's responsibility prior to providing notice for the reduction or elimination of said items.

## **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 COUNTY, WOOD DALE, ITASCA, and BENSENVILLE.



- B. The term "local road" refers to any highway, road or street under the jurisdiction of the COUNTY, WOOD DALE, ITASCA, and BENSENVILLE.
- 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 hereto, 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 Engineer.
- 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.

## **VII. MAINTENANCE - RESPONSIBILITIES**

- A. The ILLINOIS TOLLWAY agrees to maintain, or cause to maintain Illinois Route 390 in its entirety, including the new tolling and ITS infrastructure installed as part of the PROJECT, access control fencing, and landscaping within ILLINOIS TOLLWAY right of way.
- B. The COUNTY agrees to be responsible to maintain, the LED illuminated signage at the traffic signals at the intersections of Illinois Route 53 with the eastbound and westbound frontage roads, Norwood Avenue and West Thorndale Avenue. The maintenance responsibilities for these LED illuminated street name signs are also defined as part of a separate agreement between the COUNTY, ILLINOIS TOLLWAY, ITASCA, the Illinois Department of Transportation, and Cook County for ILLINOIS TOLLWAY Contracts I-13-4601, I-13-4607 and I-13-4621. The COUNTY agrees to be responsible for the Illinois Route 390 underpass lighting at Prospect Avenue and for maintenance of the parkway from Lively Boulevard to Edgewood Avenue north of the north curb of the south frontage road to the eastbound Illinois Route 390 retaining wall on ILLINOIS TOLLWAY right of way, including but not limited to lawn mowing, trimming of trees and shrubs, and litter control.
- C. The COUNTY agrees, to the extent permitted by law, to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the maintenance on ILLINOIS TOLLWAY right of way.



- D. WOOD DALE agrees to be responsible for the cost differential incurred by the ILLINOIS TOLLWAY, subject to WOOD DALE review and approval prior to expenditure, for replacing the black access control fencing in kind in the future as compared to replacing with standard access control fencing (i.e. galvanized steel without coating) for the fencing located along eastbound Illinois Route 390 from Mittel Boulevard to Lively Boulevard, including connections at Mittel Boulevard, Wood Dale Road and Lively Boulevard.
- E. WOOD DALE has the option of performing the routine maintenance consisting of graffiti removal on the retaining wall facing the south frontage road along eastbound Illinois Route 390 from Lively Boulevard to Edgewood Avenue. In the event WOOD DALE declines to perform the routine maintenance as described herein, the ILLINOIS TOLLWAY shall be responsible for graffiti removal from this retaining wall. The ILLINOIS TOLLWAY retains the right to install access control fencing within the aforementioned area at its own discretion, after providing 60 days prior written notification to WOOD DALE in order to avoid repeated graffiti removal work should WOOD DALE decline to perform the above described routine maintenance.
- F. WOOD DALE agrees, to the extent permitted by law, to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the maintenance on ILLINOIS TOLLWAY right of way.
- G. ITASCA agrees to be responsible for the cost differential incurred by the ILLINOIS TOLLWAY, subject to ITASCA review and approval prior to expenditure, for replacing the black access control fencing in kind in the future as compared to replacing with standard access control fencing (i.e. galvanized steel without coating) for the fencing located along eastbound and westbound Illinois Route 390 between Arlington Heights Road and Prospect Avenue and along Ketter Drive to the westbound Illinois Route 390 entrance ramp.
- H. BENSENVILLE agrees to be responsible for the cost differential incurred by the ILLINOIS TOLLWAY, subject to BENSENVILLE review and approval prior to expenditure, for replacing the black access control fencing in kind in the future as compared to replacing with standard access control fencing (i.e. galvanized steel without coating) for the fencing located along westbound Illinois Route 390 west of Illinois Route 83.

## **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 PARTIES shall, upon completion of construction and final inspection, be the maintenance responsibility of the PARTIES, 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. The responsibilities for snow and ice removal from the roadways under jurisdiction of the respective PARTIES and for mowing and litter removal will be handled under a separate agreement between the PARTIES.

## **IX. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the County of DuPage (COUNTY), City of Wood Dale (WOOD DALE), the Village of Itasca (ITASCA), the Village of Bensenville (BENSENVILLE) and the Illinois State Toll Highway Authority (ILLINOIS TOLLWAY).
- B. 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.
- C. Wherever in this AGREEMENT approval or review by any of the PARTIES or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than thirty (30) calendar days after 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. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. 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.
- F. In the event of a dispute between PARTIES in the carrying out of the terms of this AGREEMENT for the PROJECT, the Chief Engineer of the ILLINOIS TOLLWAY, the Director of Public Works of WOOD DALE, the Village Engineer of ITASCA



and the Director of Public Works of BENSENVILLE 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 or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.

- G. 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 IMPROVEMENTS, or a dispute concerning the plans and specifications for the COUNTY's IMPROVEMENTS, the Director of Transportation/County Engineer of the COUNTY and the Chief Engineer of the ILLINOIS TOLLWAY 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.
- H. In the event of a dispute between WOOD DALE, ITASCA, BENSENVILLE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to any of the PARTIES (requested work, utilities, facilities, roadways, etc.), or a dispute concerning the plans and specifications for any of the individual PARTY's (requested work, utilities, facilities, roadways, etc.), the Chief Engineer of the ILLINOIS TOLLWAY and the individual PARTY's Engineer/Director of Public Works shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the PARTY's (requested work, utilities, facilities, roadways, etc.), the decision of the PARTY's Engineer/Director of Public Works 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.
- I. This AGREEMENT may be executed in five (5) 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. Under penalties of perjury, 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. Under penalties of perjury, WOOD DALE certifies that its correct Federal Tax Identification number is 36-6008457 and it is doing business as a governmental



entity, whose mailing address is The City of Wood Dale, 404 North Wood Dale Road, Wood Dale, Illinois 60191.

- M. Under penalties of perjury, ITASCA certifies that its correct Federal Tax Identification number is 36-6005935 and it is doing business as a governmental entity, whose mailing address is The Village of Itasca, 550 W. Irving Park Road, Itasca, Illinois 60143.
- N. Under penalties of perjury, BENSENVILLE 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.
- O. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- P. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- Q. 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.
- R. 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.
- S. 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  
2700 Ogden Avenue  
Downers Grove, Illinois 60515  
Attn: Chief Engineer

To the COUNTY:

The DuPage County Division of  
Transportation  
Jack T. Knuepfer Administration  
Building  
421 North County Farm Road  
Wheaton, Illinois 60187.



Attn: Director of  
Transportation/County  
Engineer

To WOOD DALE:

The City of Wood Dale  
404 North Wood Dale Road  
Wood Dale, Illinois 60191  
Attn: City Manager

To ITASCA:

The Village of Itasca  
550 W. Irving Park Road  
Itasca, Illinois 60143  
Attn: Village Administrator

To BENSENVILLE:

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

- T. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or any of the PARTIES under the 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 ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- U. 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.

**COUNTY OF DUPAGE**

By: \_\_\_\_\_  
Daniel J. Cronin  
Chairman, DuPage County Board

Attest: \_\_\_\_\_  
Paul Hinds, County Clerk

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

**THE VILLAGE OF ITASCA**

By: \_\_\_\_\_  
Jeff Pruyn  
Mayor

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

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

\_\_\_\_\_  
(Please Print Name)

**THE CITY OF WOOD DALE**

By: \_\_\_\_\_  
Nunzio Pulice  
Mayor

Attest: \_\_\_\_\_  
Shirley J. Siebert,  
City Clerk

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

**THE VILLAGE OF BENSENVILLE**

By: \_\_\_\_\_  
Martin O'Conner  
President Pro-tem

Attest: \_\_\_\_\_  
Ilsa Rivera-Trujillo,  
Village Clerk

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



**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

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

Greg M. Bedalov  
Executive Director

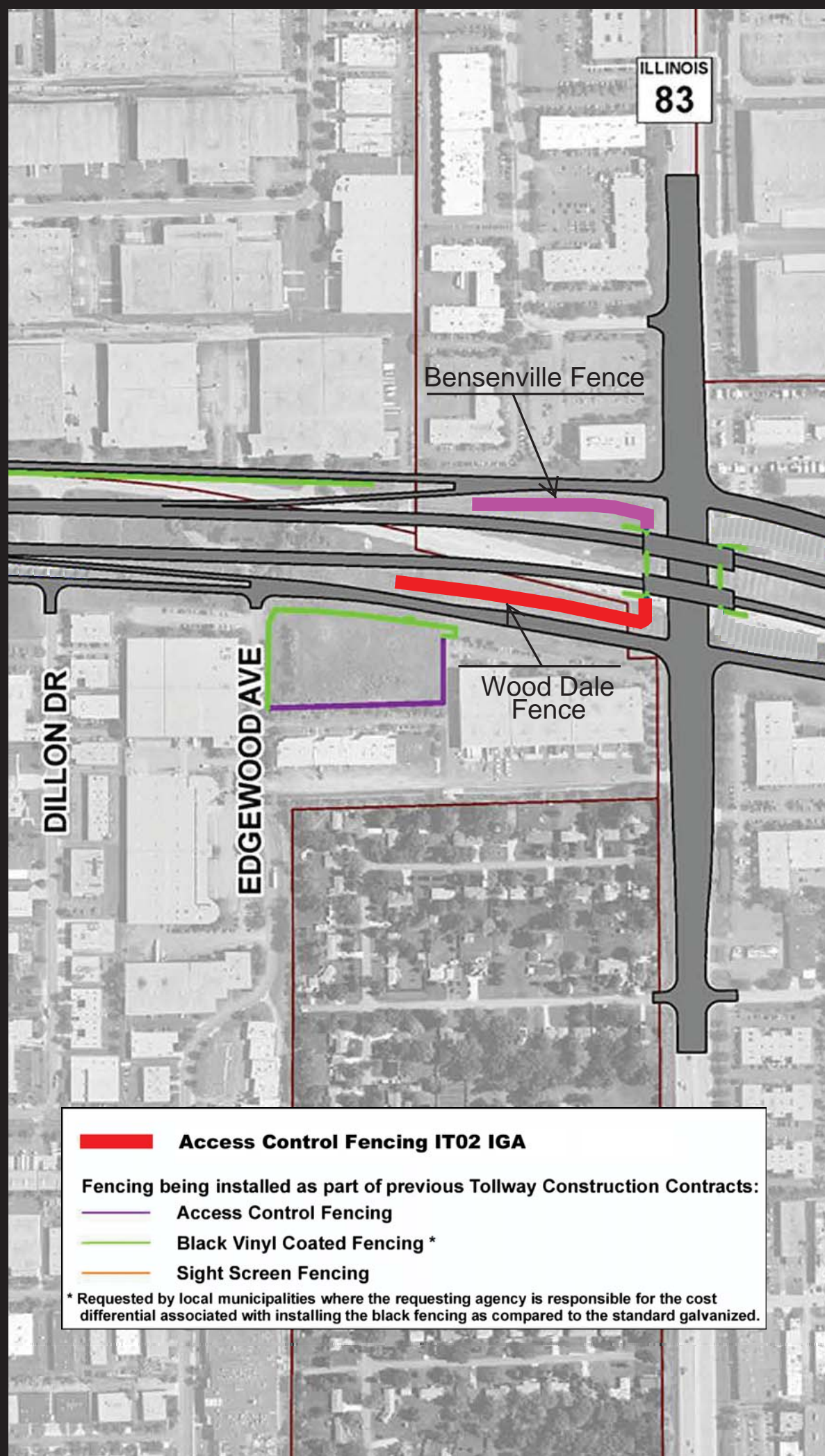
Date: \_\_\_\_\_

Approved as to Form and Constitutionality

\_\_\_\_\_  
Tiffany B. Schafer  
Senior Assistant Attorney General, State of Illinois

DRAFT





ILLINOIS  
83

Bensenville Fence

Wood Dale  
Fence

DILLON DR

EDGEWOOD AVE

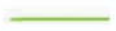


**Access Control Fencing IT02 IGA**

**Fencing being installed as part of previous Tollway Construction Contracts:**



**Access Control Fencing**



**Black Vinyl Coated Fencing \***



**Sight Screen Fencing**

**\* Requested by local municipalities where the requesting agency is responsible for the cost differential associated with installing the black fencing as compared to the standard galvanized.**



**RESOLUTION NO. \_\_\_\_**

**RESOLUTION APPROVING EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT (IGA) WITH  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (ISTHA),  
THE COUNTY OF DUPAGE, THE CITY OF WOOD DALE,  
AND THE VILLAGE OF ITASCA  
FOR THE CONSTRUCTION OF THE ELGIN O'HARE WESTERN ACCESS  
CONTRACT I-14-4638 (IT-02)**

**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

**SECTION THREE:** That the Village Manager 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, this \_\_th day of March, 2017

APPROVED:

\_\_\_\_\_  
Temporary Chairperson

ATTEST:

\_\_\_\_\_  
Ilsa Rivera-Trujillo, Village Clerk

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

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

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



**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**March 21, 2017**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of Amendment No. 2 to the Engineering Services Agreement with Strand Associates, Inc. for Additional Design Engineering Services and Construction Engineering Services Associated with the Wastewater Treatment Plant (WWTP) Upgrade Project in the Amount of \$200,000 for a Revised Cost of \$4,150,000

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>
<input checked="" type="checkbox"/>	<i>Quality Customer Oriented Services</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>

<input checked="" type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

**COMMITTEE ACTION:**

I&amp;E

**DATE:**

March 21, 2017

**BACKGROUND:**

The Village of Bensenville owns a 4.7 MGD Wastewater Treatment Plant (WWTP). The plant recently underwent an extensive upgrade substantially completed in October 2017. Strand Associates was hired by the Village to perform detailed design engineering and construction engineering services for the WWTP Upgrade.

Strand's original Engineering Services Agreement was approved by the Village Board on August 28, 2012 (R-82-2012) in the amount of \$1,400,000 and included the detailed design of the Upgrade Project.

The Village Board approved Amendment No. 1 to the Strand Agreement on August 27, 2015 (R-101-2013) in the amount of \$2,550,000 for additional design engineering and construction engineering services.

**KEY ISSUES:**

The WWTP Upgrade Project was substantially completed in October 2016. The original contract completion date was intended to be December 31, 2015. Due to an initial delay in getting the project started (the Notice to Proceed was not given until February 17, 2014 (a 134 day delay), two time sensitive claims (non-monetary), and miscellaneous out of scope work completed on the project the final completion date was extended to September 1, 2016.

Although we are, for all practical purposes, using the plant as intended, we are still struggling with our contractor to complete the minor punch list items. Therefore, officially we are substantially complete, but we have not attained final completion on the contract. The contract specifications include a clause to charge Liquidated Damages in the amount of \$2,000 per day onto the contractor if they do not meet the completion dates as specified. A letter was sent to the contractor on September 27, 2016 indicating our intent to assess liquidated damages starting on October 1, 2016.

In my experience with assessing liquidated damages, the Village can only assess true damages (costs) up to the \$2,000 per day. If the documented damages do not add up to the \$2,000 per day total, we can only assess up to the true cost.

Five Change Orders have been approved on this project to date totaling a total of credit of \$1,451,424. We expect one final construction change order that will include a project credit of an additional \$2,546. We also intend to assess Liquidated Damages on the contractor due to the final completion delays that are still occurring on this final change order.

Strand Associates has requested an Engineering Services Amendment in the amount of \$200,000 for services rendered as part of additional design engineering, engineering performed on behalf of the contractor, and



additional construction engineering performed after the final completion date. This amendment would bring the total engineering (design and construction engineering) to \$4,150,000, which equates to 15.3% of the final construction cost of the project. Typical design range for a project of this detail and scope is 15-20%.

Change Order No. 1 consisted of a major change to our contract. The purpose of the change order was to reduce the scope and cost of the project to get us within our \$30 million budget. The change order included the removal of a major architectural renovation of the WWTP Administrative Building, the elimination of a concrete structure material storage facility (later downgraded to a block wall system), the elimination of a plant water system replacement, and the elimination of a decorative fence for the facility. This change order required additional design engineering costs in order to modify the contract plans and specifications (mostly due to the architectural renovation of the Administration Building). The cost to perform this additional design was \$85,244. At the time of the Change Order we decided to hold off on the additional engineering fees until the end of the project as the engineer was hoping to be able to stay ahead of the budget and not require an amendment.

Included in Change Order No. 5 was a credit to the Village for design engineering services that Strand performed on behalf of the contractor. In essence, this is a pass through amount that the Village was paid by the contractor in the form of a credit in the amount of \$14,500.

Lastly, the engineer has continued to provide services, both in the field and in the office to complete the project. These services have been accumulating since the end of October and are directly caused by the contractor's inability to gain final completion. Closing a project always seems to be the most challenging component of a project and sometimes requires more effort by the engineer to stay on top of the contractor to get the work done. This effort is expected to take approximately \$100,256 to complete (through April 15). This is the anticipated amount of Liquidated Damages planned to be assessed on the contractor. Unfortunately, Liquidated Damages seems to be the only way to motivate contractors to complete their projects.

Strand continues to work in the best interest of the Village. The commitment made to date and the level of professionalism they have exhibited has been great. Staff recommends the approval of the amendment as presented.

### **ALTERNATIVES:**

Discretion of the Committee.

### **RECOMMENDATION:**

Staff recommends approval of the Amendment to the Engineering Services Agreement in the amount of \$200,000.

### **BUDGET IMPACT:**

The overall budget for the WWTP Project was established at \$30 million. With this amendment, the expected Change Order No. 6 (FINAL) which includes anticipated Liquidated Damages, multiple grants received on the project and the principal forgiveness granted by IEPA, the final project cost is expected to be \$29,950,952 - \$49,048 below budget.

### **ACTION REQUIRED:**

Motion to Consider a Resolution Authorizing the Execution of Amendment No. 2 to the Engineering Services Agreement with Strand Associates, Inc. for Additional Design Engineering Services and Construction Engineering Services Associated with the Wastewater Treatment Plant (WWTP) Upgrade Project in the amount of \$200,000 for a Revised Cost of \$4,150,000.

### **ATTACHMENTS:**

Description	Upload Date	Type
<b>Original Engineering Services Agreement - Modified</b>	<b>3/15/2017</b>	<b>Backup Material</b>
<b>Amendment No. 1 Request - Modified</b>	<b>8/15/2013</b>	<b>Backup Material</b>
<b>WWTP Upgrade Budget</b>	<b>3/15/2017</b>	<b>Backup Material</b>
<b>Amendment No. 2 - Request</b>	<b>3/16/2017</b>	<b>Backup Material</b>









~~August 10, 2012~~ August 14, 2012

Joseph M. Caracci, P.E.  
Director of Public Works  
Village of Bensenville  
717 East Jefferson Street  
Bensenville, IL 60106

Re: Design and Bidding Services Proposal – Wastewater Treatment Plant Improvements

Dear Mr. Caracci:

Strand Associates, Inc.® is pleased to submit our proposal to provide design services for the Village of Bensenville Wastewater Treatment Plant Improvements project. This includes design of a new preliminary treatment facility, including mechanical screening and grit removal, influent screw pump improvements, modification to the existing aeration tanks and final clarifiers, two new final clarifiers, two new aerobic digestion tanks, a new Biosolids Control Building, a new belt filter press, a new Sludge Storage Building, a new process return pumping station, minor upgrades to the existing Control Building, and demolition of the existing primary clarifiers, anaerobic digestion facilities, and trickling filters. The recommended improvements were generally identified as Alternatives T1 and BM2 in the August 2012 Wastewater Facilities Plan Report prepared by our firm.

We were selected as the most qualified firm to complete the facilities plan, and we are the most qualified engineering firm to continue with this project due to our familiarity with the completed facilities plan and our extensive experience with wastewater treatment plant design. We have designed and administered the construction of more than 300 wastewater treatment plants. The Village is generally aware of our other related Illinois and Midwest design experience some of our more recent similar projects are listed in the table below along with their construction cost and design fee. We recently completed design and are nearing completion of construction on a very similar wastewater project for the Village of Deerfield. We will provide design continuity because of our first-hand knowledge of the details of the facilities plan.

<u>Municipality</u>	<u>Bid Year</u>	<u>Construction Cost</u>	<u>Design Fee</u>	<u>Percent of Construction Cost</u>
<u>Deerfield, IL</u>	<u>2010</u>	<u>\$29.45 M</u>	<u>\$1,800,000</u>	<u>6.1%</u>
<u>Dubuque, IA</u>	<u>2010</u>	<u>\$49.75 M</u>	<u>\$3,000,000</u>	<u>6.0%</u>
<u>Lindenhurst, IL (Phase 3)</u>	<u>2011</u>	<u>\$10.2 M</u>	<u>\$710,700</u>	<u>7.0%</u>
<u>KRMA, Kankakee, IL (Phase 1-3)</u>	<u>2012</u>	<u>\$45.4 M</u>	<u>\$2,995,000</u>	<u>6.6%</u>
<u>Waukesha, WI</u>	<u>2012</u>	<u>\$36.0 M</u>	<u>\$2,200,000</u>	<u>6.1%</u>
<u>Bensenville, IL</u>	<u>2013</u>	<u>\$24.35 M</u>	<u>\$1,400,000</u>	<u>5.75%</u>



| Mr. Joseph M. Caracci, P.E.

Village of Bensenville

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| ~~August 10, 2012~~ August 14, 2012

## Background

### ■ Design Services

We initiate design services with a Project Design Memorandum. This memorandum identifies the project team labor schedule (e.g., process, structural, electrical, HVAC); internal resource requirements, such as CADD and clerical assistance; detailed schedule of deliverables to the Village, such as drawings and specifications for review; schedule for quality control reviews; regulatory agency permit and deadline requirements; and the process equipment proposed for use on the project. The memorandum also identifies outside resources required, such as soil borings and a geotechnical report, and an environmental site assessment.

Design services will begin with a request for Village information that we do not possess, such as record drawings, specifications for existing work, copies of O&M manuals, and any shop drawings from previous construction. This information can be delivered to us at the project kickoff meeting, which is our first scheduled meeting with the Village. A detailed design schedule will be reviewed at the kickoff meeting and engineers from other disciplines on our design team will tour the facility to increase their familiarity with the existing facility. The equipment list identified in the Project Design Memorandum will be reviewed for the Village's concurrence. A design-level site survey will be completed.

Following the kickoff meeting, we will check the proposed future treatment plant hydraulic profile and preliminarily locate new structures. After new structures are located, we will prepare a solicitation including the required technical information for the Village to obtain quotations for soil borings and a foundation soils report. The Village will contract directly with a soils engineering company and arrange for a copy of its report to be delivered to us.

We will begin working with the Village to identify preferences for materials and component parts to be specified for the improvements while the soils engineering report is being prepared. These preferences include process and utility pipe materials of construction; valve and gate manufacturers; field instrumentation, motor controls, starters, and drives; SCADA software; heating and ventilating equipment manufacturers; doors and door hardware; windows; paints and coatings; etc.

Also during this period, process equipment will be sized and requests will be made to equipment manufacturers for quotations and design-level information. It is appropriate at this time to make field trips to observe operating installations as an aid in determining Village preferences for equipment, controls, and operating requirements, and costs. Following the selection of preferred equipment manufacturers, final structure sizes and general arrangements will be proposed for Village review, comment, and approval.

After receipt of the soils engineering report, structure locations will be finalized and structural design and design detailing will begin. During this period, repeated reviews with Village representatives will be completed to obtain and incorporate feedback on design and specification details. Review of drawings is scheduled to allow the Village adequate review time. Also at this time, Village input will be requested regarding the bonding and insurance requirements for potential bidders for the improvements. We will prepare a document for review and comment by the Village's legal and insurance advisors and incorporate their advice in the final bidding documents for the project.



Mr. Joseph M. Caracci, P.E.

Village of Bensenville

Page 3

~~August 10, 2012~~ August 14, 2012

During the design process, we will complete technical quality control checks at the 30, 60, and 90 percent complete points. We will project construction costs at the 60 and 90 percent complete points with the 90 percent complete cost projection employing detailed quantity takeoffs for equipment, concrete, piping, and other construction materials.

Completed drawings and specifications will be submitted to Illinois Environmental Protection Agency (IEPA) for its review. The application for the Revolving Loan can be submitted to the IEPA any time after the drawings and specifications are submitted for review. We will help complete the major parts of the loan application document and prepare the IEPA construction permit application that is submitted with the drawings and specifications. Our proposed Scope of Services, schedule, compensation, and project team are summarized in the following paragraphs.

### Scope of Services

A specific Scope of Services follows:

#### ■ WWTP Miscellaneous Design Services

- Prepare and submit the IEPA Loan Pre-application.
- Assist the Village in preparing and submitting a financial aid application for the Illinois Water Pollution Control Revolving Loan Fund and communicate with IEPA funding staff.
- Assist the Village in obtaining the services of a geotechnical engineering firm for soils borings and geotechnical recommendations for construction at the site. Services include assisting the Village in developing a request for proposal for the work. Village will contract directly with the geotechnical engineering firm. (Budgetary cost projected around \$15,000-\$20,000 for the services of a geotechnical consultant).
- Assist the Village in obtaining the services of an environmental site assessment firm for environmental site recommendations for construction at the site. Services include assisting the Village in developing a request for proposal for the work. Village will contract directly with the environmental site assessment firm. (Budgetary cost projected for Phase 1 services around \$5,000-\$7,500, Phase 2 services around \$15,000 - \$25,000 for an environmental site assessment consultant). If solid, liquid or potentially hazardous waste or contamination is uncovered, design services related to managing of such wastes or contamination is not included in the proposed fee.
- Assist with obtaining IEPA, DuPage County, and Village of Bensenville Stormwater and Erosion Control Permitting associated with construction of the new wastewater treatment plant. Based on a cursory review of available mapping, it does not appear the project will result in floodplain or wetland impacts. If floodplain or wetland impacts are identified, design services related to floodplain or wetland impacts are not included in the proposed fee.



Mr. Joseph M. Caracci, P.E.  
Village of Bensenville  
Page 4

~~August 10, 2012~~ August 14, 2012

■ **Design Services**

- Review the design objectives, schedule, and anticipated costs during a kickoff meeting with the Village at the onset of the design effort.
- Conduct a design-level site survey to gather site and field measurements to obtain topographic information necessary for this project.
- Further develop schematic and spatial design for preliminary processes recommended in the facilities plan, including more detailed schematics, site and building layout drawings, and hydraulic calculations.
- Design the various treatment processes and support systems, including process, hydraulic, structural, electrical, and mechanical elements. This effort will include finalization of calculations required to design the components.
- Prepare layouts of the site and each new or modified structure.
- Review layout, equipment selection, and proposed facilities in a meeting with the Village at approximately 15 percent completion. This meeting will be held to finalize the design parameters.
- Prepare Contract Documents, drawings, and specifications to permit the project to be competitively bid and then awarded as a single prime construction contract.
- Meet with the Village to obtain input and concurrence with the design. Attend four additional review meetings that will generally be held at 30, 60, 90, and 100 percent drawing completion.
- Prepare an opinion of probable construction cost based on the final Contract Documents.
- Submit three copies of the final Contract Documents to the Village for review and comment.
- Prepare and assist the Village in submitting the application for a construction permit required by IEPA and submit the drawings and specifications to IEPA.
- Incorporate comments from the Village and IEPA. Submit three copies of the revised Contract Documents to the Village and IEPA.

■ **Bidding Services**

- Assist in obtaining construction bid(s), attend a pre-bid meeting, answer questions during bidding, preparing addenda, tabulate and analyze bid results, assist the Village in the award of the construction contract, prepare Contract Documents for award of the contract.



Mr. Joseph M. Caracci, P.E.

Village of Bensenville

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~~August 10, 2012~~ August 14, 2012

## Schedule

With the Village's authorization to proceed (signing of agreement on or about ~~August 21, 2012~~ August 28, 2012), we anticipate submitting the drawings and specifications to IEPA by March 31, 2013.

The actual completion date of design services will be dependent on Village and agency schedule and review time requirements.

## Compensation

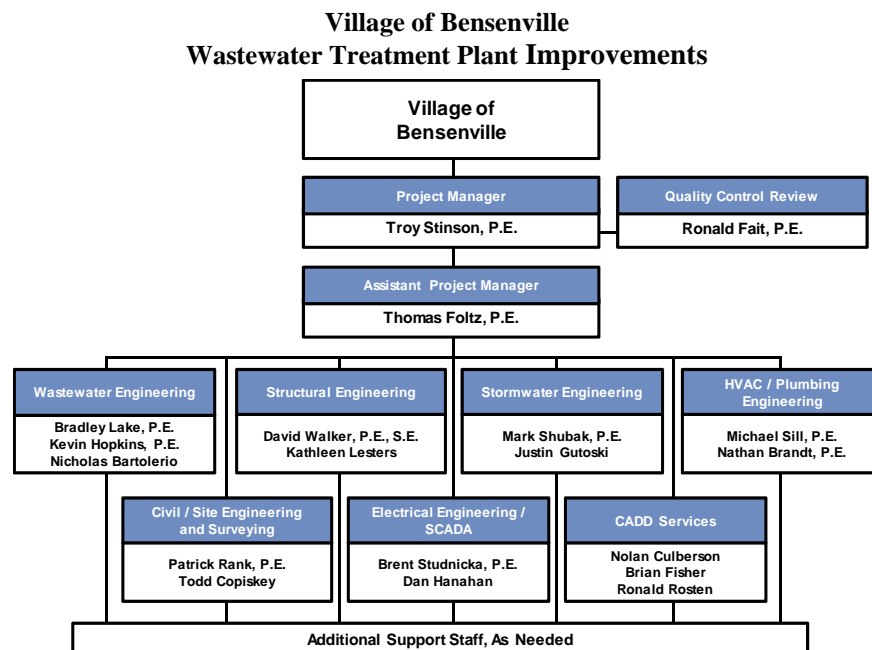
Miscellaneous, ~~and~~ Design and Bidding services are proposed on a lump sum fee basis, to be billed monthly in proportion to the engineering services completed.

Task	Compensation
IEPA Loan Application Assistance	<del>\$10,000</del> 5,000
IEPA and DuPage County Stormwater/Erosion Control Permitting	<del>\$15,000</del> 10,000
Assistance in Obtaining Geotechnical and Environmental Assessment Services	\$3,000
Design Services	<del>\$1,460,000</del> 1,382,000
<u>Bidding Services</u>	<u>\$0</u>
<b>Total</b>	<b><del>\$1,488,000</del> 1,400,000</b>

## Project Team

The following project team chart indicates the names and general responsibilities of individual team members. The resumes of our key project team members are attached. This project team has worked effectively together in the past and will serve as a great resource for the Village of Bensenville.

We propose no subconsultants; providing all design engineering services with in-house staff will improve project coordination, quality, and efficiency. Our staff of approximately 350 includes the necessary technical disciplines to provide a complete design of the Village's wastewater treatment facility.





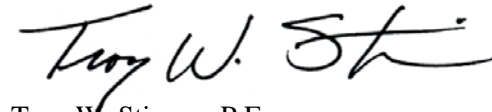
| Mr. Joseph M. Caracci, P.E.  
Village of Bensenville  
Page 6

| ~~August 10, 2012~~ August 14, 2012

Thank you for this opportunity to provide the Village of Bensenville with continuing service. It has been a pleasure working with the Village and we look forward to a successful project.

Sincerely,

STRAND ASSOCIATES, INC.®

| 

Troy W. Stinson, P.E.  
Senior Associate

Enclosures

9901973/TWS:mah





~~August 9, 2013~~ August 13, 2013

Mr. Joseph M. Caracci, P.E.  
Director of Public Works  
Village of Bensenville  
717 East Jefferson Street  
Bensenville, IL 60106

Re: Additional Design and Construction-Phase Services Proposal  
Wastewater Treatment Plant Improvements

Dear Mr. Caracci:

Strand Associates, Inc.® is pleased to submit our proposal to provide additional design and construction-phase services for the Village of Bensenville Wastewater Treatment Plant Improvements project. This includes construction of a new preliminary treatment facility, including mechanical screening and grit removal, renovation of the influent screw pumps, modifications to the existing aeration tanks, two new final clarifiers, biosolids processing, biosolids storage and SCADA facilities, upgrades to the existing Control Building, and demolition of the existing primary clarifiers, Primary Effluent Pumping Building, trickling filters, and anaerobic digesters. The opinion of probable construction cost is \$27,200,000.

We have completed the construction of more than 300 wastewater treatment plants. Some of our more recent similar projects are listed in the table below along with their construction cost and associated construction-phase engineering services fee. We will provide continuity during construction because of our intimate knowledge of the existing plant and new processes developed during the design of the wastewater treatment plant improvements.

Municipality	Bid Year	Construction Cost	Construction Services Fee	Percent of Construction Cost
Columbus, IN	2009	\$42,900,000	\$4,387,000	10.2%
Deerfield, IL	2010	\$29,450,000	\$2,850,000	9.7%
Dubuque, IA	2010	\$49,750,000	\$5,030,800	10.1%
Lindenhurst, IL (Phase 3)	2011	\$10,200,000	\$998,000	9.8%
KRMA, Kankakee, IL (Phase 1a)	2011	\$14,130,000	\$1,645,800	11.6%
KRMA, Kankakee, IL (Phase 1b)	2012	\$15,840,000	\$1,855,700	11.7%
Bensenville, IL	2013	\$27,200,000	\$2,700,450,000	9.9 9.0%



Mr. Joseph M. Caracci, P.E.  
Village of Bensenville  
Page 2

~~August 9, 2013~~

August 13, 2013

### **Scope of Services**

The following describes our proposed Scope of Services for additional design and construction-phase services.

#### ■ **Additional Design Services**

- Design Biological Phosphorus Removal Modifications to the existing aeration tanks.
- Design additional upgrades to Control Building.
- Design Public Works Material Storage Facilities and provide additional overall site design.
- Assist Village with grant applications for the Illinois Clean Energy Foundation Wastewater Energy Efficiency Program, Illinois Department of Commerce and Economic Opportunity Public Sector Energy Efficiency Program, and the U.S. Department of Commerce Economic Development Administration's Economic Development Assistance Program.

#### ■ **Construction-Phase Services**

We initiate construction-phase services with a Project Management Memorandum to identify the project team and labor schedule (e.g., process; structural; electrical; heating, ventilation, and air conditioning [HVAC]); internal resource requirements, such as CAD and clerical assistance; project schedules; shop drawing review procedures; and construction management procedures (e.g., change orders, requests for information [RFIs], pay requests).

Construction-phase services will begin after contract execution with the primary tasks being Project Administration, Contract Administration, Resident Project Representative, Start-up and Training, Operation and Maintenance Manual, Record Drawings, and Supervisory Control and Data Acquisition (SCADA) Screen Development. Construction is anticipated to be substantially complete within 24 months and final completion achieved in 26 months from Notice-to-Proceed. Our proposed Scope of Services, schedule, and compensation are summarized in the following paragraphs.

##### ● **Task 1 – Contract Administration**

- Review and reply to construction contractor RFIs.
- Review contractor's schedule each month up to 26 months.
- Review contractor payment requests, one per month for up to 26 payment requests.
- Process change orders.
- Review initial schedule of values and list of subcontractors and suppliers.
- Send cost proposal request (CPR) to contractor for possible changes in work scope.
- Review shop drawings. A maximum of two submittal reviews has been budgeted for each specification item.
- Attend construction progress meeting with Project Manager, Resident Project Representative (RPR) and/or Quality Control Engineer for 26 months. Prepare agenda and meeting minutes for each monthly meeting.
- Visit site up to 26 times during the project. Visits will be made by Project Manager and/or Quality Control Engineer.
- Conduct one partial utilization and one substantial completion review with Project Manager to develop a substantial completion List of Items to be Completed or Corrected.
- Conduct one final completion review with Project Manager.
- Confirm the installed SCADA system functions as described in the control descriptions in the contract documents.



Mr. Joseph M. Caracci, P.E.  
Village of Bensenville  
Page 3

~~August 9, 2013~~

August 13, 2013

- **Task 2 – Resident Project Representative**

- Act as Village's representative during construction by providing full time on-site RPR service during the 26-month project duration.
- Review construction schedule(s) on a monthly basis.
- Attend conferences and meetings with contractor.
- Serve as a liaison between the Village and contractor.
- Observe tests, equipment, and system start-ups.
- Report to the Project Manager when clarifications and interpretations of the contract documents are needed. Consider, evaluate, and report contractor's requests for modifications to the Project Manager.
- Maintain orderly records, keep a daily log, and furnish periodic reports of the progress of the work to Project Manager.
- Assist Project Manager in preparing partial utilization, substantial completion, and final completion of List of Items to be Completed or Corrected, and make recommendations to Project Manager concerning acceptance of work.

- **Task 3 – Start-up and Training**

- Provide start-up services for the following systems: influent mechanical screening, vortex grit removal, influent pumping, aeration tanks and biological phosphorus removal, secondary clarifiers, return activated sludge pumps, sludge pumps, belt filter press, and HVAC systems.
- Observe start-up and training by manufacturers.
- Provide process training, including classroom training sessions. Classroom training will be provided at approximately the same time as equipment start-up and training by the equipment manufacturer.

- **Task 4 – Operation and Maintenance Manual**

- Provide a written narrative, figures, and descriptive tables to assist the operators in operation of the new processes. Processes include influent mechanical screening, vortex grit removal, influent pumping, aeration tanks and biological phosphorus removal, secondary clarifiers, return activated sludge pumps, sludge pumps, belt filter press, and HVAC systems.
- Prepare paper and electronic version of the Operation and Maintenance (O&M) manual for new wastewater treatment processes.
- Organize equipment O&M manuals.
- Provide classroom training on the O&M manual.

- **Task 5 – Record Drawings**

- Prepare record drawings based on contractor's markup drawings. Record drawings will be prepared in AutoCAD format and will be transmitted to Village in both paper format and in electronic (PDF) format.

- **Task 6 – SCADA Services**

- Develop SCADA system graphical interface capabilities of the modified wastewater treatment facility and real-time system interface graphics. The programming will utilize a nonproprietary, commercially available software package. The development of real-time and historical trending capabilities of analog variables will be included, allowing wastewater operators to view unit processes, plant flows, and alarms.



Mr. Joseph M. Caracci, P.E.  
Village of Bensenville  
Page 4

~~August 9, 2013~~

August 13, 2013

Wastewater treatment plant operation and maintenance information reports will be developed to provide plant staff with information for regulatory agencies and plant performance to the extent the data is collected with the SCADA system.

● **Task 7 – Loan Assistance Services**

- Assist the Village in completing the monthly IEPA request for loan disbursement during construction, including required attachments.
- Submit the monthly request for IEPA loan disbursement to IEPA electronically.

● **Task 8 – Project Closeout**

- Provide ongoing assistance to Village during period following project's final completion and extending through the contractor 12-month warranty period. Closeout efforts will include office time and on-site time to assist with resolution of contractor or equipment warranty issues and answering the Village's questions on operation of the new facilities.

### Schedule

With the Village's authorization to proceed (signing of agreement in or about August 2013), we anticipate project completion in December 2015. The actual completion date of construction-phase services will be dependent on the contract award date and contractor's ability to complete the project within the specified 26-month construction period.

### Compensation

The compensation for the additional design services is proposed for a lump sum fee of ~~\$194,000~~ \$100,000.

Construction-phase services are proposed to be billed monthly in proportion to the engineering services completed. We have developed our fee based on recent comparable-sized projects. The compensation for Construction-phase services for each specific task is itemized in the table below. The subtotals are estimates and may vary from the amounts shown, but they will stay within the total estimated fee. All tasks will be billed on a cost plus fixed fee basis.

Task	Compensation
Task 1 – Project Communication and Contract Administration	<del>\$1,300,000</del> <u>\$1,165,000</u>
Task 2 – Resident Project Representative	<del>\$975,000</del> <u>\$900,000</u>
Task 3 – Start-up and Training	<del>\$130,000</del> <u>\$120,000</u>
Task 4 – Operation and Maintenance Manual	<del>\$145,000</del> <u>\$135,000</u>
Task 5 – Record Drawings	15,000
Task 6 – SCADA Services	<del>\$95,000</del> <u>\$75,000</u>
Task 7 – Loan Assistance Services	\$15,000
Task 8 – Project Closeout Services	\$25,000
<b>Total</b>	<del>\$2,700,000</del> <u>\$2,450,000</u>



Mr. Joseph M. Caracci, P.E.  
 Village of Bensenville  
 Page 5

~~August 9, 2013~~

August 13, 2013

The fees for technical services for each phase of the project areas follows:

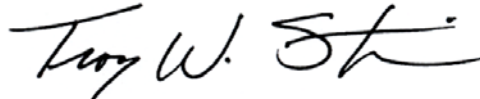
Services	Compensation
Design and Bidding-Related Services	<del>\$1,594,000</del> <u>\$1,500,000</u>
Construction-Phase Services	<del>\$2,700,000</del> <u>\$2,450,000</u>
<b>Total</b>	<del>\$4,294,000</del> <u>\$3,950,000</u>

The total fee for technical services as a percentage of the \$27,200,000 opinion of probable construction cost is ~~15.8-~~ 14.5 percent, which was anticipated throughout the planning process and is typical for wastewater treatment plant projects of this complexity.

Upon Village review and concurrence, we will prepare an amendment to the design and bidding-related services agreement and submit to the Village for review and signature. Thank you for this opportunity to provide the Village of Bensenville with continuing service. It has been a pleasure working with the Village and we look forward to a successful project.

Sincerely,

STRAND ASSOCIATES, INC.®



Troy W. Stinson, P.E.  
 Senior Associate

9901973/TWS:mah



## WWTP Upgrade Budget

	Original	Loan Agreement	CO1	CO2	CO3	CO4	CO5	CO6	GRANT APPR.
Change Order Amount			\$ (1,904,870.00)	\$ 90,142.00	\$ 20,500.00	\$ 282,023.00	\$ 60,781.00	\$ (102,791.00)	\$ -
Construction	\$ 26,400,000.00	\$ 28,700,000.00	\$ 26,795,130.00	\$ 26,885,272.00	\$ 26,905,772.00	\$ 27,187,795.00	\$ 27,248,576.00	\$ 27,145,785.00	\$ 27,145,785.00
Engineering	\$ 3,900,000.00	\$ 3,950,000.00	\$ 3,950,000.00	\$ 3,950,000.00	\$ 3,950,000.00	\$ 3,950,000.00	\$ 3,950,000.00	\$ 4,150,000.00	\$ 4,150,000.00
IEPA Contingency (3%)	\$ 900,000.00	\$ 859,230.00	\$ 859,230.00	\$ 859,230.00	\$ 859,230.00	\$ 859,230.00	\$ 859,230.00	\$ 859,230.00	\$ 859,230.00
Grants	\$ -	\$ (500,000.00)	\$ (500,000.00)	\$ (500,000.00)	\$ (500,000.00)	\$ (500,000.00)	\$ (500,000.00)	\$ (579,855.88)	\$ (579,855.88)
Principal Forgiveness	\$ -	\$ (765,000.00)	\$ (765,000.00)	\$ (765,000.00)	\$ (765,000.00)	\$ (765,000.00)	\$ (765,000.00)	\$ (765,000.00)	\$ (765,000.00)
Total	\$ 31,200,000.00	\$ 32,244,230.00	\$ 30,339,360.00	\$ 30,429,502.00	\$ 30,450,002.00	\$ 30,732,025.00	\$ 30,792,806.00	\$ 30,810,159.12	\$ 30,810,159.12
IEPA Loan	\$ 30,000,000.00	\$ 30,000,000.00	\$ 30,000,000.00	\$ 30,000,000.00	\$ 30,000,000.00	\$ 30,000,000.00	\$ 30,000,000.00	\$ 30,000,000.00	\$ 30,000,000.00
Shortfall	\$ (1,200,000.00)	\$ (2,244,230.00)	\$ (339,360.00)	\$ (429,502.00)	\$ (450,002.00)	\$ (732,025.00)	\$ (792,806.00)	\$ (810,159.12)	\$ (810,159.12)
Remaining contingency	\$ (300,000.00)	\$ (1,385,000.00)	\$ 519,870.00	\$ 429,728.00	\$ 409,228.00	\$ 127,205.00	\$ 66,424.00	\$ 49,070.88	\$ 49,070.88

Grants	ICE #6551	\$ 7,071.00	x	approved		received
	ICE #6655	\$ 161,252.00	x	approved		received
	DCEO #16-420021	\$ 399,939.40	x	approved	x	received
	DCEO #8106	\$ 11,593.40	x	approved	x	received
	TOTAL	\$ 579,855.80				





Strand Associates, Inc.<sup>®</sup>  
910 West Wingra Drive  
Madison, WI 53715  
(P) 608-251-4843  
(F) 608-251-8655

March 16, 2017

Mr. Joseph M. Caracci, P.E.  
Director of Public Works  
Village of Bensenville  
717 East Jefferson Street  
Bensenville, IL 60106

Re: Amendment No. 2 to Engineering Services Agreement for Village of Bensenville Wastewater Treatment Plant Improvement Project

Dear Mr. Caracci:

Strand Associates, Inc.<sup>®</sup> (Strand) respectfully requests this Amendment No. 2 to our Engineering Services Agreement to provide professional engineering services on the Village of Bensenville (Village) Wastewater Treatment Plant (WWTP) Improvements Project.

Strand's original Engineering Services Agreement was approved by the Village Board on August 28, 2012, for \$1,400,000 and included the detailed design of the WWTP Improvements Project.

The Village Board approved Amendment No. 1 to the Strand Agreement on August 27, 2015, for \$2,550,000 for additional design engineering and construction engineering services for the same project.

We are requesting Amendment No. 2 for \$200,000 to compensate Strand for three tasks performed above and beyond the original scope of work.

Task 1

Compensation for design services associated with modifications made to the design plans for Change Order No. 1. Change Order No. 1 included a major change to the Contract. The purpose of the change order was to reduce the scope and cost of the project to bring the Village within their \$30 million budget. The change order included the removal of a major architectural renovation of the WWTP Administrative Building, the elimination of a concrete material storage facility, elimination of a plant water system replacement, and elimination of a decorative fence for the facility. This change order required additional design engineering costs in order to modify the contract plans and specifications (mostly due to the architectural renovation of the Administration Building). The cost to perform this additional design was \$85,245.

Task 2

Compensation for design services performed for the General Contractor on the Bensenville WWTP Improvements Project as defined in Change Order No. 5. The WWTP Improvements Project required additional engineering due to a change to the center channel in the aeration tanks required because of incorrect wall placement by the contractor (\$12,000) as well as engineering to evaluate the incorrect use of water stop at Structure 15 by the Contractor (\$2,500). The Contractor has already compensated the Village \$14,500 for this work as part of Change Order No. 5.

TWS:tlw\S:\MAD\3600--3699\3657\007\Wrd\Amendment No. 2 - Cover Letter.docx



Mr. Joseph M. Caracci, P.E.  
Village of Bensenville  
Page 2  
March 16, 2017

Task 3

Compensation for additional construction engineering services due to the General Contractor's delays in achieving final completion on the project. Strand has continued to provide services, both in the field and in the office to complete the project. These services have been accumulating since the end of October and are directly caused by the Contractor's inability to gain Final Completion. Closing a project always seems to be the most challenging component of a project and sometimes requires more effort by the Engineer to stay on top of the Contractor to get the work done. This effort is expected to take approximately \$100,256 to complete (through April 15).

The costs associated with the three tasks mentioned above are:

Task 1—Design Services (Change Order No. 1)	\$ 85,245.00
Task 2—Design Services (Change Order No. 5)	\$ 14,500.00
Task 3—Construction Engineering Services (Contractor delays)	<u>\$100,256.00</u>
TOTAL REQUEST	\$200,000.00

Attached to this request letter is a formal Contract Modification Request that we ask to have signed (in duplicate) and returned upon acceptance and execution. We continue to be gracious to the Village of Bensenville for allowing us to serve you on this very important project.

Sincerely,

STRAND ASSOCIATES, INC.®



Troy W. Stinson, P.E.





# OWNER REVIEW

Strand Associates, Inc.  
910 West Wingra Drive  
Madison, WI 53715  
(P) 608-251-4843  
(F) 608-251-8655

# DRAFT

March 6, 2017

Village of Bensenville  
717 East Jefferson Street  
Bensenville, IL 60106

Attention: Mr. Joseph M. Caracci, P.E., Director of Public Works

Re: Amendment No. 2 to the August 27, 2012, Agreement for Design Services and  
Bidding-Related Services  
Wastewater Treatment Plant Improvements

This is Amendment No. 2 to the referenced Agreement.

Under **Scope of Services**, Construction-Related Services, item No. 2, REPLACE the first sentence with the following:

"Provide resident project representative for full-time observation of construction for up to 30 months and part-time observation for up to six months."

Under **Compensation**, Construction-Related Services,

CHANGE \$2,450,000 to "\$2,650,000," and REPLACE the estimated fee allocation table with the following:

"Direct Labor Costs	\$ 757,150
Indirect Costs (Direct Labor × 1.5945)	\$1,207,250
Other Direct Costs (expenses), lodging, mailings, mileage, meals, phone, computer, equipment, printing, materials, and supplies	\$ 317,850
Fixed Fee	<u>\$ 367,750</u>
Estimated Fee	\$2,650,000"

In the scope items table, CHANGE \$1,165,000 to "\$1,265,000," \$900,000 to "\$1,000,000," and \$2,450,000 to "\$2,650,000."

Under **Schedule**, CHANGE December 2015 to "April 15, 2017."

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

ENGINEER:

STRAND ASSOCIATES, INC.®

# DRAFT

Matthew S. Richards  
Corporate Secretary

Date

OWNER:

VILLAGE OF BENSENVILLE

# DRAFT

Evan Summers  
Village President

Date

# DRAFT

Ilsa Rivera-Trujillo  
Village Clerk

Date



**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF AMENDMENT NO. 2 TO  
THE ENGINEERING SERVICES AGREEMENT WITH STRAND ASSOCIATES,  
INC. FOR ADDITIONAL DESIGN ENGINEERING SERVICES AND  
CONSTRUCTION ENGINEERING SERVICES ASSOCIATED WITH THE  
WASTEWATER TREATMENT PLANT (WWTP) UPGRADE PROJECT IN THE  
AMOUNT OF \$200,000 FOR A REVISED COST OF \$4,150,000.**

WHEREAS the Village of Bensenville owns and operates a 4.7 MGD Wastewater Treatment Plant (WWTP), and

WHEREAS the Village completes the 2012 WWTP Facility Plan ("Plan") that identified an upgrade project ("Project"), and

WHEREAS the Project is intended to reduce the number of processes, improve efficiency, and rebuild and prepare our facility for the next 30 years, and

WHEREAS an Engineering Services Agreement with Strand Associates, Inc. in the amount of \$1,400,000 was approved by the Village Board on August 28, 2012, and

WHEREAS an Engineering Services Agreement Amendment with Strand Associates, Inc. in the amount of \$2,550,000 was approved by the Village Board on August 27, 2015, and

WHEREAS Strand Associates provided additional design services associated with Change Order No. 1 in the amount of \$85,245, and

WHEREAS Strand Associates provided additional design services associated with Change Order No. 5 in the amount of \$14,500, and

WHEREAS Strand Associates provided additional construction engineering services associated with contractor delays on the project in the amount of \$100,256, and

WHEREAS Strand Associates, Inc., has prepared an Amendment request in the amount of \$200,000 to perform this work, and

WHEREAS this Amendment increases the total cost of the Agreement to \$4,150,000.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a supplemental engineering services agreement to Strand



Associates, Inc. of Madison, WI for the WWTP Upgrade Project in the not to exceed amount of \$200,000.

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.

APPROVED:

\_\_\_\_\_  
Temporary Chairperson

ATTEST:

\_\_\_\_\_  
Ilsa Rivera-Trujillo, Village Clerk

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

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

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



**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**March 21, 2017**DESCRIPTION:**

Consideration of a Resolution Authorizing Approval of Year Two of a Two Year Contract with Green Horizons, Inc. for Lawn Maintenance Services in the Not-to-Exceed amount of \$70,000

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

X
X

*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:**

I&amp;E

**DATE:**

March 21, 2017

**BACKGROUND:**

The Village has contracted the lawn mowing of multiple Village properties for over ten years. Contracting this work is a cost-effective way to mow large areas, small lots, medians and rights-of-way allowing the Village staff to focus on mulching, trimming, trash removal, brush collection, and maintenance of other Village property areas. The properties maintained by the lawn maintenance contractor are maintained on a frequent basis.

The Village has utilized Green Horizons, Inc. since 2013 as they were the lowest responsible bidder for both the 2013 and 2016 formal bids.

**KEY ISSUES:**

Green Horizons, Inc. was awarded the 2016 contract; the bids included two contract years plus an extension of an additional two years.

The 2017 bid amount was \$72,310. Staff has reviewed each individual item on the bid with Green Horizons and has made a few changes to account for ownership changes, mowing frequency changes, project completions, minor additions and subtractions.

Since the bid, the Village sold the hospitality campus/Legends property. The Village is further reducing that bid amount by removing mowing of Rt. 83 shoulders from the total and choosing to pay on a per cut basis, which is proposed to be less than 14 cuts a year as was bid. The annual cutting contract for 2017 is now \$66,430.00.

The Rt. 83 shoulder cuts will be \$345 each. The requested purchase order amount of \$70,000 allows for funds to pay for ten cuts of the highway right-of-way.

**ALTERNATIVES:**

Discretion of the Committee

**RECOMMENDATION:**

Staff recommends awarding the 2017 contract.

**BUDGET IMPACT:**

The CY2017 budget allocated funds (\$72,000) in Building Maintenance - Other Contractual Services (Account No.11050440-549990).

**ACTION REQUIRED:**

Consideration of a Resolution Authorizing Approval of Year Two of a Two Year Contract with Green Horizons, Inc. for Lawn Maintenance Services in the Not-to-Exceed amount of \$70,000.



ATTACHMENTS:

Description	Upload Date	Type
<b>BID TAB - 2016/2017 Lawn Maintenance</b>	<b>2/9/2016</b>	<b>Backup Material</b>
<b>BID - 2017 Lawn Maintenance (Green Horizons)</b>	<b>2/10/2016</b>	<b>Backup Material</b>
<b>COST BREAKDOWN - 2017 Locations</b>	<b>2/21/2017</b>	<b>Backup Material</b>
<b>EXT - 2017 Lawn Maintenance (Green Horizons)</b>	<b>2/23/2017</b>	<b>Backup Material</b>
<b>RES - 2017 Lawn Maintenance</b>	<b>3/15/2017</b>	<b>Resolution Letter</b>



	Base Bid			Alternate Bid	
	2016	2017	Total	2016	2017
On the Green Solutions	\$ 53,162.98	\$ 53,162.98	\$ 106,325.96	\$ 11,620.00	\$ 11,620.00
Green Horizons	\$ 70,200.00	\$ 72,310.00	\$ 142,510.00	\$ 9,800.00	\$ 10,000.00
Fleck's Landscaping	\$ 99,526.00	\$ 99,526.00	\$ 199,052.00	\$ 30,324.00	\$ 30,324.00
KCG Mngt	\$ 117,418.00	\$ 117,418.00	\$ 234,836.00	\$ 11,200.00	\$ 11,200.00
Alvarez Inc	\$ 114,610.86	\$ 120,341.48	\$ 234,952.34	\$ 6,524.84	\$ 6,852.44
Kramer Svcs, Inc.	\$ 144,032.00	\$ 144,032.00	\$ 288,064.00	\$ 10,976.00	\$ 10,976.00

|



Total

\$ 23,240.00

\$ 19,800.00

\$ 60,648.00

\$ 22,400.00

\$ 13,377.28

\$ 21,952.00



# Village of Bensenville

**Invitation to Bid with Specifications**

**VILLAGE LAWN MAINTENANCE**



**BENSENVILLE**  
GATEWAY TO OPPORTUNITY

**Bensenville Public Works**  
**717 E. Jefferson St. Bensenville, IL**  
**60106**

**Phone: 630-350-3435 Fax: 630-594-1148**

**[www.Bensenville.il.us](http://www.Bensenville.il.us)**

2016



## LEGAL NOTICE

**PLEASE TAKE NOTICE that Sealed Bids will be received in the Office of the Village Clerk, Village of Bensenville, 12 S. Center, Bensenville IL 60106 until 11:00am local time on Monday, February 8, 2016 and, thereafter, immediately publicly opened and read for:**

### **VILLAGE      LAWN      MAINTENANCE**

**Mowing      of      Village      sites totaling      70      sites and  
approximately      80      acres**

Specifications and bid forms can be found at [www.bensenville.il.us](http://www.bensenville.il.us) under "Business". They can also be picked up at the Public Works Department, 717 E. Jefferson, Bensenville IL 60106, or by e-mailing [kkatz@bensenville.il.us](mailto:kkatz@bensenville.il.us), or by calling [630-350-3435](tel:630-350-3435).

All bids require a Bid Bond, or Certified or Cashier's Check made payable to the Village of Bensenville for not less than ten percent (10%) of the bid amount.

Ilsa Rivera-Trujillo  
Village Clerk



## **GENERAL TERMS AND CONDITIONS**

1. **CONDITIONS** – Bidders should become familiar with all conditions, instructions and specifications governing their proposal. Contractors are advised to inspect the property sites prior to bidding. It is the Contractor's responsibility to become familiar with all site requirements and conditions. All grass areas within properties are to be mown even if omitted in location table. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract is not a reason to alter the original contract or to request additional compensation. The term "Village" in these bid documents means the Village of Bensenville, Cook and DuPage Counties, Illinois.
  
2. **BID SECURITY**
  - 2.1 Each Bid must be accompanied by Bid security made payable to the Village in an amount of ten percent (10%) 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 Village, 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. **REFERENCES** - Provide a list of four current user contacts with names and telephone numbers in bid submittal. Municipal references are preferred.
  
4. **VENDOR EXPERIENCE** - Provide a general history, description and Company status in bid submittal.
  
5. **ADJUSTMENTS TO CONTRACT** - Village reserves the right to adjust the quantities of work, either up or down, dependent upon the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment is based on accepted unit prices.



**6. COMPLETION TIME AND LIQUIDATED DAMAGES**

**6.1** The start of work is no earlier than April 1 and after contract execution.

**6.2** If the CONTRACTOR does not complete the work within the specified Contract time or within allowed extended time, the CONTRACTOR is liable to the Village in the amount of One hundred dollars (\$100.00), as liquidated damages, for each calendar overrun day from the contract time or allowed extended time.

**6.3** Liquidated damages owed to the Village may be deducted from payments to the CONTRACTOR. If the deduction does not fully equal the CONTRACTOR'S liquidated damages obligation, the CONTRACTOR shall pay the difference to the Village within ten business days after demand for payment. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in final completion of the work.

**7. TAX EXEMPT STATUS** – By law, the Village is exempt from paying State or Local Retailer's Occupation Tax, State Service Occupation and Use Tax, and Federal Excise Tax. The Illinois State Exemption Number will be provided after Contract is awarded.

**8. PRICING** – Bid pricing for goods and services are valid through December 31, 2017.

**9. MULTI-YEAR CONTRACTS** -- Contracts with a duration greater than 12 months require annual renewals to be signed by the Village and Contractor.

**10. Contract Extension & Escalator Clause** – Upon mutual agreement, this contract may be extended for two, one year periods, with the first extension running from January 1, 2018 through December 31, 2018; and the second extension from January 1, 2019 through December 31, 2019.

A one-time economic adjustment for labor, material, and equipment costs shall be allowed for each one year extension to the Contract after the initial one year Contract period. This economic adjustment may not exceed the Chicago Consumer Price Index (CPI) for the previous twelve month period.



Brinson v. A. B. 2/8/2016 11Am

### **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.

The Contractor will furnish all labor, materials and equipment necessary to perform the work as outlined.

A. Height of Cut - The Village has the right to inspect all equipment and height of cut immediately after mowing for compliance.

1. Weekly Mowing Sites: Mowing equipment will be set between 2" to 2-1/2 " at all times.
2. Bi-Monthly Mowing Sites: Mowing equipment will be set between 3" to 5" at all times.

B. Frequency - The Village reserves the right to postpone any mowing cycle if it feels this is to the Village's advantage.

1. Weekly Mowing Sites: Each site shall be maintained so that grass height does not exceed 3". Lawn shall not be cut if less than 2-1/2" high. Mowing shall take place approximately once per week. In no case shall mowing be closer in time than one week.
2. Bi-Monthly Mowing Sites: Each site shall be maintained so that grass height does not exceed 6". Lawn shall not be cut if less than 3" high. Mowing shall take place approximately once every two weeks. In no case shall mowing be closer in time than two weeks.



C. Trimming - Final trimming around objects such as curbs, benches, signs, railroad ties, trees, shrubs, parking stops, posts, etc. will be accomplished with suitable mechanical equipment capable of providing the same cutting height as the rest of the property. Proper trimming shall be completed before that specific property and site is to be considered completed. Trees, shrubs and other plants shall not be "barked" by contacting them with the mowing equipment or string trimmers.

D. Trash/Debris - At each site, trash, debris, glass, rocks, etc. shall be picked up from the property and properly disposed of before mowing begins. Mowing over paper, cups, cans and other litter is not acceptable and shall result in no payment for that mowing.

E. Equipment Condition - All equipment shall be in good, safe, and proper operating condition. All mowing equipment shall have sharp blades so that the grass is cut properly. Any equipment leaking gasoline or oil shall immediately be removed from service and not allowed to be used until leak is repaired.

F. Fuel/Oiling - Mowers shall not be fueled or oiled in grass areas. All equipment shall be moved to a concrete area to be fueled. Any worker fueling in a grass area may be removed from the project for the contract duration at the sole discretion of the Village.

G. Weekly Maintenance Scheduling - Contractor shall supply a weekly work schedule. Alteration to this schedule, except those caused by weather, must be approved by Village prior to said alteration taking place. In the case of inclement weather, contractor shall properly notify Village within eight hours of the start of said deviation and supply a revised schedule at that time. Said schedule must be approved by the Village prior to the Contractor beginning work again.

H. Clippings - Picking up, raking and bagging of cut grass is not necessary. Mowing patterns shall be such that clippings and mulch are evenly distributed, not windrowed into noticeable deposits. If this occurs, Contractor is responsible for grass clipping removal or additional cutting at no cost to Village. While mowing near and around sidewalk, pavement, or mulched areas, grass clippings shall be blown away from, not into these areas. Where clippings have been deposited onto these areas, Contractor shall immediately remove them.

I. Reporting Damages - Any vandalism or damages of any kind to any site such as trees, turf, shrubs, signs, buildings, or other objects located within the specific site shall be reported to the Village at the end of each day.

J. Hours of Operation - Contractor may perform the work any day or days except Sunday. Work shall be performed between 7:00 a.m. and 7:00 p.m. The Village Facilities Division will notify Contractor of any events or requirements that may impact or be



affected by Contractor's maintenance duties and the Contractor shall reschedule his mowing schedule to accommodate Village.

K. Personnel, Appearance and Uniforms

1. Contractor shall designate one responsible company agent to act as an overall foreman. Said foreman shall be fluent in English.
2. Contractor's personnel shall present a neat appearance and shall wear matching TShirts bearing the name of contractor in large type.
3. All work shall be performed and all complaints handled with due regard to the public relations of the Village of Bensenville. The Village and Contractor will promptly notify each other of complaints.
4. Contractor's mowing crew leader shall have a copy of this contract's specifications and mowing sites list in their possession at work sites and be familiar with its contents.
5. Contractor shall utilize competent employees in performing work specified in agreement. At the request of the Village, Contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employ on this contract.

L. Public Safety and Convenience - Contractor shall exercise precaution for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. Upon verbal notice from Supervisor of Facilities, Contractor shall discontinue said hazardous work practice. Contractor must keep the necessary guards and protective devices at locations where work is being performed to prevent injury to the public or damage to public to private property.

M. Payment form shall be the document that the Contractor shall submit each month, along with request of payment, showing an itemized listing of "work performed," referring to the individual mowing area numbers as listed on the Mowing Location Worksheets and Map during the period covered for payment.

N. Public Safety and Convenience

During operations, Contractor shall keep worksite and adjacent premises as free from material, debris, excessive dust, and rubbish as is practical and shall remove same entirely and at once, if, in the opinion of the Director of Public Works, such material, debris, excessive dust or rubbish constitutes a nuisance, a safety hazard, or is objectionable in any way to the Public.

The Contractor shall protect pedestrians, vehicles, streets, sidewalks and buildings against damage. Any damage so resulting shall be entirely the responsibility of the Contractor.

O. Noise Restrictions



Work requiring motorized equipment is permitted from 7:00 A.M. to 7:00 P.M. This time regulation shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting, or to work of an emergency-type nature.

All engines and engine driven equipment shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.

Exceptions: Any machine or device or part thereof regulated by or becomes regulated by Federal or State of Illinois noise standard shall conform to those standards.

### **BIDDER INFORMATION SHEET**

NAME: (PRINT) GREEN HORIZON LANDSCAPING LLC

SIGNATURE: Kurt Voigt

COMPANY NAME: GREEN HORIZON LANDSCAPING LLC  
(PRINT)

ADDRESS: 960 N LOMBARD ROAD  
LOMBARD IL 60148

TELEPHONE: 630-743-1000

FACSIMILE: 630-620-1429

EMAIL: GREEN-HORIZON-KURT@HOTMAIL.COM

Please Return to:

Corey Williamson



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

The bid must be in a **sealed opaque** envelope **plainly marked:**  
**Village Lawn Maintenance –BID.**

The bids must be received by **11:00am on Monday, February 8, 2016** at which time they will be opened and publicly read. 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 bids. Late delivery of a bid for any reason, including faulty or late delivery by United States Mail or other carrier, will disqualify the bid.



## BID PRICE SHEET

### BASE BID FOR LAWN MAINTENANCE

(Information from attached Mowing Location Worksheets)

		2016		2017	
	Mowing Cycles	Per Cycle Cost	Annual Cost per Cycle	Per Cycle Cost	Annual Cost per Cycle
Weekly Mowing	28	\$ 2,257.15	\$ 63,200	\$ 2,325	\$ 65,100
Bi-Monthly Mowing	14	\$ 500	\$ 7000	\$ 515	\$ 7210
TOTAL			<del>\$</del> 70,200		<del>\$</del> 72,310

### ALTERNATE BID FOR LAWN MAINTENANCE – 34 sites

(Information from attached Mowing Location Worksheets)

		2016		2017	
	Mowing Cycles	Per Cycle Cost	Annual Cost per Cycle	Per Cycle Cost	Annual Cost per Cycle
Weekly Mowing	28	\$ 300	\$ 8400	<del>\$ 2000</del> <del>301.15</del> <del>\$ 8600</del>	\$ 8600
Bi-Monthly Mowing	14	\$ 100	\$ 1400.00	<del>\$ 1400</del> <del>\$ 100</del>	\$ 1400

\$ 9,800

\$ 10,000



## **BID PRICE FORM**

If this Lawn Maintenance 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.

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

2016 + 2017 **Base** Bid Annual Price = \$ 142,510.00

2016 + 2017 **Alternate** Bid Annual Price = \$ 19,800.00

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

Signed:

[Signature]  
Authorized Signature

Where bidder is a corporation, add:

Attest: N/A  
(Secretary or other authorized officer)

Date: 8/7/10

(CORPORATE SEAL)

## **GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

These conditions apply to all purchases/services and become a part of each bid invitation.

1. **NON-DISCRIMINATION IN EMPLOYMENT** - 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 sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall not commit within the State of Illinois, under this contract, any unfair employment practices as defined in federal and state law.

2. **PERMITS AND LICENSES** - The successful Bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the Contract, and /or required by municipal, state and federal regulations and law.
3. **REMOVAL OR SUSPENSION OF BIDDERS** - Village may remove or suspend bidder from the bidder's list for a specified period not to exceed two years. The Bidder will be given notice of such removal or suspension if:
  - A. Services performed do not comply with contract specifications;
  - B. Work is not done within the contract's specified timeframe;
  - 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 evidence of insolvency is found;
  - G. An employee currently serves as a Bensenville Board member or Village employee and is financially involved in proposed work.
4. **COMPLIANCE TO LAW**
  - 4.1 Bidder shall 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 at all times.
  - 4.2 All merchandise, commodities and services must conform to all standards and regulations as set by the Occupation Safety Health Administration (O.S.H.A.).
  - 4.3 Bidder must complete and notarize the Bid Compliance Page with bid.
  - 4.4 Prevailing Wages (if applicable) - 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, workmen and mechanics performing work under this contract. Bidder must adhere at all times to Federal Wage Determination #1189-11, Rev.Stat.Section 39 S-2 (Modification #3).

## 5. **BIDDING CONDITIONS**



- 5.1 BID ATTACHMENTS - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 5.2 BID BINDING - Unless otherwise specified, all bids shall be binding for Ninety days following the bid opening date.
- 5.3 BID OPENING - 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.
- 5.4 BID PRICE FORM – Submit prices on the enclosed Bid Price Form completed properly and signed in ink.
- 5.5 BIDDER’S COMPETENCE - 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 Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.
- 5.6 CHANGES IN CONTRACT DOCUMENTS - Changes or corrections may be made by the Village after they are issued by the Village. Addendum or addenda shall take precedence over that portion of the documents concerned, and become part of the contract documents. 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. It is the bidder’s responsibility to regard all **addenda which will be posted on Village website** at least four days prior to date established for receipt of bids.
- 5.7 EXAMINATION OF BIDDING DOCUMENTS - Bidder shall carefully examine all contract documents and addenda to become thoroughly familiar with the detailed requirements prior to submitting proposal. If a bidder finds discrepancies or ambiguities in, or omissions from documents, or is in doubt as to their meaning, he/she shall notify the Village Clerk not later than ten days prior to bid due date. **All addenda will be posted on the Village website ([www.bensenville.il.us](http://www.bensenville.il.us)) under “Business”.** Addenda shall not be made less than four days prior to bid opening. Bid Documents shall be used by each Bidder in preparing its Bid and neither the Village nor the Architect or Engineer assumes any responsibility for errors or misinterpretations resulting from the use of an incomplete set of Bid Documents. The Village is not responsible for oral instructions. Direct inquiries to the Deputy Village Clerk. After the bids are received, no allowance will be made for bidder oversight.



- 5.8 LATE BIDS** – Formal bids received after specified bid opening time will not be considered and will be returned unopened.
- 5.9 MISTAKE IN BID AND BID CHANGES** – Bids cannot be modified after submittal. If an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.
- 5.10 RESPONSE TO INVITATIONS** - Contractors unable to bid or not bidding will provide a letter of explanation and return the bid form. Contractors who fail to respond on two successive bids will be removed from the qualified bidder's list.
- 5.11 WITHDRAWAL OF BIDS** - A written withdrawal request must be received by the Deputy Village Clerk before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn.
- 6. AWARD, REJECTION OR DISQUALIFICATION OF BIDS** - Contracts are awarded to the lowest responsible bidder. The Village's has the right 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). The Village has the right to reject a Bid if the Bidder failed to furnish required Bid security or to submit data required by the Bidding documents, or if the Bid is incomplete or irregular as determined by the Village.
- 6.1** Responsibility of a bidder is determined by the consideration of:
- A. Bidder's character, integrity, reputation, judgment, experience and efficiency;
  - B. Bidder's ability, capability, and skill to perform the service required;
  - C. Whether the Bidder can perform the contract or provide the service promptly, or within the service specified, without delay or interference;
  - D. Bidder's performance quality in previous contracts of services;
  - E. Bidder's previous and existing compliance with laws and ordinances relating to the contract or service;
  - F. Bidder's ability to provide future maintenance and service for Contract subject;
  - G. Number and scope of conditions attached to the Bid;
  - H. Responsiveness to the exact requirements of the invitation to Bid;
  - I. Current, uncompleted work in which Contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
  - J. Bidder's financial resources;
  - K. Cash discounts offered;



- L. Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price is to be taken into consideration, and a bid which is low in price may be rejected if the furnished material is not the best;
- M. Direct, indirect and incidental costs to the Village;
- N. Ability to work cooperatively with the Village and its administration;
- O. Past Village records of the Bidder's transaction or with other entities as evidence of the Bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency and cooperativeness; and,
- P. Any other evidence of bidder's responsibility as determined by the Village.

**6.2** The Village may reject any and all Bids, and may re-advertise for new bids.

**6.3** The following may be cause for disqualification of a submitted Bid: A. Prices excessively high and/or exceed monies available for the Contract;

- B. Failure to submit Bid deposit or surety;
- C. Failure to offer to meet specified delivery or performance schedules;
- D. Failure to price out the Bid in the required format; or qualification of price to protect the Bidder from unknown future market conditions;
- E. Rights of the purchasing agency limited under any contract clause;
- F. Bidder currently on "debarred" bidders list. "Debarred" bidders list are vendors who have not complied with the rules and regulations of Village contracts. If you have any questions, please contact Village Finance Director;
- G. Reasonable basis to suspect either conflict of interest or collusion among Bidders;
- H. Bidder does not provide requested data, literature, samples, or affidavits with Bid;
- I. Late Bids;
- J. Failure of any authorized person to sign the Bid; and
- K. Bidder prohibited by local, state or federal law from entering into public contracts.

**6.4** Village staff is authorized to independently investigate matters of bidder's responsibility and verify any statement made to the Village by the bidder.

**6.5** NOTICE OF AWARD – After the acceptance and award of the bid, and upon receipt of a purchase order executed by proper Village officials, this instruction to bidders, including specifications, and bid price form constitutes part of the legal contract between the Village of Bensenville and the Contractor.

## **7. CONTRACT PROVISIONS**

**7.1** CATALOGS – If requested, Bidder will submit catalogs, descriptive literature, detailed feature drawings, designs, construction, finishes, operational manuals and the like not listed in the Specifications to fully illustrate and describe the material or Work proposed.



**7.2 MATERIAL, EQUIPMENT, AND WORKMANSHIP** - Unless otherwise specified, materials and equipment incorporated in Contract will be new and good quality. All workmanship will be good quality and free from defects. If asked, Contractor shall furnish satisfactory evidence as to source, kind and quality of materials and equipment.

**7.3 SHOP DRAWINGS** – Bidder will submit detailed shop drawings and layouts showing characteristics of equipment, installation and operation details.

**7.4 SPECIAL HANDLING** – Before delivering caustic, corrosive, flammable or dangerous to handle product, Contractor will provide written directions for how to handle such products, plus antidote or neutralizing material required in first aid. Contractor will notify Village and provide material safety data sheets for substances used in connection with Contract defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failing or delaying to provide data sheets may cause disqualification.

**7.5 TRAINING, DEMONSTRATIONS** – If requested Contractors are required to present a demonstration of bid item if Village has insufficient knowledge of the item's operation or performance capability. Such demonstrations and training must be at "no charge" to the Village and must be at a site convenient and agreeable to the affected Village personnel.

**8. VILLAGE SUPERVISION** - The Village Manager, or designee, has full authority over the contracted work and will interpret specifications in a dispute. He/she may order minor changes in a specification if necessary. Major changes will be "additions".

**9. SAFETY/LOSS PREVENTION PROGRAM** – The Village may request the contractor provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to approval to work with the Village. Evidence of completed employee safety training shall be provided if requested by the Village.

**10. VENUE** – For the purposes of a lawsuit(s) between Contractor and Village regarding the Contract, its enforcement, or subject matter, the venue shall be in DuPage County, Illinois and the laws of the State of Illinois shall govern the cause of action.

**11. DELIVERY**

- A. The start of work is immediately after contract execution. The Village may cancel the Contract without obligation if Delivery requirements are not met. If Contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision.
- B. All deliveries must be made Monday - Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m.



- C. Shipments become the property of the Village after delivery and acceptance.
- D. Bid price shall include delivery as indicated herein.
- E. All prices must be quoted F.O.B. Bensenville, Illinois.
- F. CONTRACTOR assumes all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at point of delivery; and shall purchase and maintain insurance on the Goods during fabrication process 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 other perils, as CONTRACTOR deems appropriate.

## **12. DAMAGES TO PROPERTY**

- 12.1** CONTRACTOR is responsible for property damage caused by their work performed for this contract and shall replace or restore it to its original condition at no cost to the occupant, owner or Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.
- 12.2** CONTRACTOR is not authorized to drive equipment on private property without property owner's written authority.
- 12.3** If damage exists before work begins (i.e. sidewalk, driveway cracks) it is recommended that contractor notify Director of Public Works prior to starting work. Take pictures of preexisting damage before beginning. This is for the CONTRACTOR'S protection.

## **13. VILLAGE INSURANCE REQUIREMENT** – Contractors shall procure and maintain for the contract duration insurance against claims for injuries to persons or property damages which may arise from or in connection with the performance of the Contracted, his agents, representatives, employees, or subcontractors.

### **13.1 MINIMUM SCOPE OF INSURANCE COVERAGE SHALL BE AT LEAST AS BROAD AS:**

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

### **13.2 MINIMUM LIMITS OF INSURANCE CONTRACTOR SHALL MAINTAIN:**

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



Minimum General Aggregate not less than \$1,000,000 or a project/contract specific aggregate of \$1,000,000.

- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation: Statutory Limits
- D. Employers' Liability limits of \$1,000,000 per accident.

**13.3 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.

**13.4 OTHER INSURANCE PROVISIONS** - Policies are to contain, or be endorsed to contain:

**A. General Liability and Automobile Liability Coverages**

1. The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured's 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.
2. The Contractor's insurance coverage shall be primary as respects to 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.
3. 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.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**B. Workers' Compensation and Employers' Liability Coverage** - The insurer agrees 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.

- C. **All Coverages** - Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

**13.5** 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.

**13.6** VERIFICATION OF INSURANCE COVERAGE - Contractor shall give the Village of Bensenville 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. Village of Bensenville may request full certified copies of policies and endorsements.

**13.7** SUBCONTRACTORS ARE PROHIBITED

**13.8** ASSUMPTION OF LIABILITY - Contractor assumes liability for all injury to or death of any person(s) including employees of the Contractor, any subcontractor, any supplier or other person(s) 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.

#### **14. INDEMNITY/HOLD HARMLESS PROVISION**

To the fullest extent permitted by law, the Contractor 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 anyway accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the Contractor's performance of this work, its employees, or subcontractors, or which may in anywise result, 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 expenses arising therefore or incurred in connection with, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and



discharge same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees.

Contractor 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 settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

**15. DEFAULT** - The Village may, subject to the provisions specified, by written notice of default to the contractor, terminate the whole or any part of this contract if the Contractor/Vendor fails to:

- A. make material delivery or perform the services within specified time or any extension hereof; or
- B. make progress that endangers contract performance; or
- C. provide or maintain in full force and affect the liability and indemnification coverages or performance bond as required.

If the Board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and 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.

**16. ALTERNATE MATERIALS AND EQUIPMENT** - Where specifications read "or approved equal", contractor shall give written description to Public Works Director for approval. 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 performs a comparable function and is equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives identify by brand name and catalog number. Also include manufacturer's literature with the bid. Bidders will be required to furnish samples upon request and without charge to the Village.

**17. BIDDER'S ACCESS TO PROCUREMENT INFORMATION** - All procurement information shall be public record to extent provided in Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.

**18. ACCEPTANCE** - Contracted work is accepted when final payment is made.



19. **PAYMENT** – The Village Board approves payouts to vendors at regular Village Board meetings which typically occur on the second and fourth Tuesdays of the month. Payment is made by check and issued the same week as payout approval. Payouts do not appear on the agenda until the appropriate Village staff has accepted the product to be delivered, or work performed under contract.

20. **PAYMENT WITHHELD** - The Village may withhold, or due to subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect itself from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims;
- c. Contractor's failure to properly pay subcontractors or for material or labor;
- d. Damage to other contractors' tools, materials, work or equipment;
- e. Damage to public or private property.

When issues are remedied, payment for amounts withheld because of it will be made.

21. **DEDUCTIONS FOR UNCORRECTED WORK** - If the Village deems it inexpedient to correct work done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

22. **LIENS** – The Village reserves the right to request waivers of lien whether partial or final if the Contractor utilizes subcontractor(s).

23. **REORDERS** - 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 by the contractor. Reordering shall be within the sole discretion of the Village.

24. **GUARANTEES AND WARRANTIES**

24.1 All material, workmanship, services, and purchased commodities will be guaranteed from defects for at least one year, or for the period of time specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, without delay, at no extra charge to the Village. Said time period shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, without delay, at no extra charge to the Village.

24.2 All warranties for materials or equipment must be received with title before payment is recommended.

25. **CHANGES/ADDITIONAL SERVICES/DELETIONS** - Requests for changes or modifications to this contract must be submitted in writing and approved by the Village



Director of Public Works or designee, prior to such changes or modifications being made. 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 starting. If 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.

- 26. CHANGE ORDER AUTHORIZATION** - Pursuant to Public Act 85-1295 (720 ILCS 5/33E-1 et seq.) no change order may be made in this contract which authorizes or necessitates 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 designee that:
- Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
  - Circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or
  - The change is in the best interest of the Village.

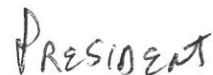
*The party authorized to execute the above certification is the Village of Bensenville.*

**VENDOR:**

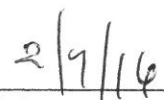
**Village of Bensenville:**

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**VILLAGE OF BENSENVILLE  
BID COMPLIANCE CERTIFICATION**

I, Kurt Vogt, having been first duly sworn, depose and state that:  
(owner/authorized company representative)

Green Horizon Landscaping LLC ("Contractor"), having submitted a proposal for:  
(Name of Company)

LAWN MAINTENANCE BID 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

Dwight Jackson  
(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).

By: Kurt Vogt  
(Officer or Owner of Company stated above)  
Title: PRESIDENT



	BASE BID Locations				
Site	Name	Area AC	Cutting Cycle	Cost per Cycle	Cost per Cycle
1	Indian Hill & Rt 83 West Side	0.260	Bi-Monthly	X	
2	Ellis Creek	0.796	Bi-Monthly	X	
3	Thomas Lift Station	0.019	Weekly		X
4	Marshall Dead End	0.046	Bi-Monthly	X	
5	Foster Well House	1.857	Weekly		X
6	700 W Foster Well Site	0.225	Weekly		X
7	Foster Lift Station	0.023	Weekly		X
8	340 N Meyer Old Well Site 4	0.375	Weekly		X
9	Argyle Ct Island in cul-da-sac	0.004	Bi-Monthly	X	
10	Spruce Lift Station	0.012	Weekly		X
11	Gina's Hot Dog Alley	0.146	Bi-Monthly	X	
12	Spruce Dead End	0.114	Bi-Monthly	X	
13	N side of Irving between Eastview & Church	0.387	Weekly		X
14	6 W & 10 W Brookwood	0.513	Bi-Monthly	X	
15	Silver Creek: Irving to York	1.949	Bi-Monthly	X	
16	East Corners at Irving & York	0.171	Weekly	X	X
17	York Rd East ROW Irving to Roosevelt	0.462	Weekly		X
18	112 N Center St	0.177	Weekly		X
19	Silver Creek: Mason to Irving	0.604	Bi-Monthly	X	
20	Silver Creek: Church to Mason	1.352	Bi-Monthly	X	
21	Heritage Square north alley	0.254	Weekly		X
22	Huffman Park	3.540	Weekly		X
23	100 N Church: Former Police Station	0.860	Weekly		X
24	Veterans Park Detention	0.830	Bi-Monthly	X	
25	ComEd Substation Main & Church	0.288	Weekly		X
26	Main South ROW Church to Addison	1.562	Weekly		X



27	10 N Center (Main & Center vacant lot)	0.554	Weekly		X
28	Center St. Commuter Lot	0.051	Weekly		X
29	N side of Railroad Av between York & Center	0.245	Weekly		X
30	Village Hall: 12 S Center	0.075	Weekly		X
31	Village Green at Center & Green	0.544	Weekly		X
32	Green St Vacant lot: Mason to Addison	0.293	Weekly		X
33	302 W Green St	0.187	Weekly		X
34	South Side RR tracks: Church to Addison	1.047	Weekly		X
35	Grove Avenue VoB Entry Sign	0.011	Weekly		X

36	Lions Park: Wood & Center	1.003	Weekly		X
37	Police Department 345 E Green	1.909	Weekly		X
38	Green St. North Side	0.271	Weekly		X
39	Green Lift Station	0.031	Weekly		X
40	Green & County Line: VoB Entry Sign	0.022	Weekly		X
41	Jefferson ROW N	0.741	Weekly		X
42	Edge II Ice Arena	0.520	Weekly		X
43	Public Works: 717 E Jefferson	0.704	Weekly		X
44	Park Generator (east side of Park)	0.051	Weekly		X
45	Park Lift Station (west side of Park)	0.006	Weekly		X
46	Belmont Tower	0.107	Bi-Monthly	X	
47	West End of Belmont ROW	0.053	Weekly		X
48	Forestview and York	1.369	Weekly		X
49	George St. Retention Lot	0.631	Weekly		X
50	Pamela Dr south parkway	0.193	Weekly		X
51	101 E Red Oak	0.278	Weekly		X
52	Red Oak ROW at Creek	0.064	Weekly		X
53	Unimproved ROW Red Oak and Marion	0.230	Weekly		X



54	Red Oak Lift Sation	0.005	Weekly		X
55	Redmond Recreational Complex	41.928	Weekly		X
56	Waveland Lift Station	0.016	Weekly		X
57	Surplus Vehicle site entrance on County Line Rd	0.104	Weekly		X
58	County Line Lift Station	0.009	Weekly		X
59	John St. west parkway	0.373	Weekly		X
60	Diana at Creek	0.983	Weekly		X
61	Hospitality Campus ROW	1.790	Weekly		X
62	Redmond Ct Pond	0.681	Weekly		X
63	York & Grand VoB Entryway Sign	0.004	Weekly		X
64	Rt 83 West: Parkway & Corners North of RR	1.891	Weekly		X
65	Wastewater Treatment Plant Jefferson	3.081	Weekly		X
66	Rt 83 Median North of RR (sans .387 construction)	1.460	Weekly		X
67	Rt 83 East: Parkway/ROW & Corners North of RR	1.715	Bi-Monthly	X	
68	Rt 83 Median South of RR to Frontage Rd	2.399	Weekly		X
69	Rt 83 East: Parkway/ROW South of RR to I-290	1.230	Bi-Monthly	X	
70	514 E. Pine	0.529	Weekly		X
	<b>TOTALS</b>	<b>86.215</b>			
				<b>Weekly</b>	<b>Bi-Monthly</b>

	<b>ALTERNATE BID LAWN MOWING SITES</b>				
<b>Site</b>	<b>Name</b>	<b>Acerage</b>	<b>Cutting Cycle</b>	<b>Cost per Cycle</b>	<b>Cost per Cycle</b>
301	330-350 Meyer	0.048	Bi-Monthly		
302	Across from 1315 Medinah weed whip	0.040	Bi-Monthly	X X	
303	Pine & Irving 3	0.047	Weekly		X
304	Pine & Irving	0.016	Weekly		X
305	Pine & Irving 2	0.031	Weekly		X



306	N side of Irving Pine to Spruce	0.124	Weekly		x
307	Northwest corner Spruce & Irving	0.005	Weekly		x
308	Irving & Spruce South ROW	0.005	Weekly		x
309	Irving & Spruce South ROW	0.004	Weekly		x
310	Irving & Spruce South ROW	0.007	Weekly		x
311	Irving & Spruce South ROW	0.018	Weekly		x
312	N side of Irving Spruce to 83	0.087	Weekly		x
313	N side of Irving 83 to Marshall	0.085	Weekly		x
314	N side of Irving Marshall to Franzen	0.138	Weekly		x
315	N side of Irving Franzen to Eastview	0.135	Weekly		x
316	Irving & Poppy	0.025	Weekly		x
317	Irving & Walnut	0.065	Weekly		x
318	Irving & Walnut 2	0.010	Weekly		x
319	Irving & Walnut 3	0.010	Weekly		x
320	Mason East parkway south of Irving	0.044	Weekly		x
321	East side of Center under 2 chefs sign	0.008	Weekly		x
322	Railroad Av	0.013	Weekly		x
323	104 W Green- Center St ROW	0.006	Weekly		x
324	East side of Center south of Green	0.033	Weekly		x
325	Center & Green South Side	0.016	Weekly		x
326	May & Green south corners	0.004	Weekly		x
327	Marion Dead End across from Kinder Care	0.095	Weekly		x
328	Marion Ct. Parkways	0.175	Weekly		x
329	Memorial & Church east side	0.026	Weekly		x



330	York lot between 511-535	0.186	Weekly		x
331	Jefferson Lot between 562-604	0.145	Weekly		x
332	John & Brentwood	0.084	Weekly		x
333	Church Rd West ROW at Arthur	0.133	Bi-Monthly		
334	Grand & Church west side	0.141	Bi-Monthly	x x	
	TOTALS	2.009			
				Weekly	Bi-Monthly



	BASE BID Locations				
Site	Name	Acerage	Cutting Cycle	Weekly Cost per Cycle	Every 2 weeks cycle
1	Indian Hill & Rt 83 West Side	0.260	Bi-Monthly	x	
2	Ellis Street & Eastern Street (N branch of Willow Creek)	0.796	Bi-Monthly	x	
3	Thomas Lift Station	0.019	Weekly		x
4	Marshall Dead End	0.046	Bi-Monthly	x	
5	Foster Well House	1.857	Weekly		x
6	700 W Foster Well Site	0.225	Weekly		x
7	Foster Lift Station	0.023	Weekly		x
8	340 N Meyer (Old Well Site 4)	0.375	Weekly		x
9	Argyle Ct Island in cul-de-sac	0.004	Bi-Monthly	x	
10	Spruce Lift Station	0.012	Weekly		x
11	Gina's Hot Dog Alley	0.146	Bi-Monthly	x	
12	Spruce Dead End	0.114	Bi-Monthly	x	
13	N side of Irving between Eastview & Church	0.387	Weekly		x
14	Brookwood: 6 W & 10 W & 18 W & 108 W (4 lots)	0.513	Bi-Monthly	x	
15	Silver Creek: Irving to York (cut in at creek)	1.949	Bi-Monthly	x	
16	East Corners at Irving & York (IDOT construction now)	0.171	Weekly	x	x
17	York Rd East ROW Irving to Roosevelt	0.462	Weekly		x
18	112 N Center St - Village Hall	0.177	Weekly		x
19	Silver Creek: Mason to Irving (cut in at creek)	0.604	Bi-Monthly	x	
20	Silver Creek: Church to Mason (cut in at creek)	1.352	Bi-Monthly	x	
21	Heritage Square north alley (cut in till drop off at creek)	0.254	Weekly		x
22	Huffman Park (Church Rd: Water Tower N to CVS pharmacy)	3.540	Weekly		x
23	100 N Church: Former Police Station	0.860	Weekly		x
24	Veterans Park Detention (NE corner Church & Main)	0.830	Bi-Monthly	x	
25	ComEd Substation Main & Church (NE corner)	0.288	Weekly		x
26	Main Street South ROW Church to Addison	1.562	Weekly		x
27	10 N Center (Main & Center vacant lot)	0.554	Weekly		x
28	Center Street RR Commuter Lot	0.051	Weekly		x
29	N side of Railroad Ave between York & Center	0.245	Weekly		x
30	Village Hall: 12 S Center	0.075	Weekly		x
31	Village Green: Center & Green (NW corner)	0.544	Weekly		x
32	Green St Vacant lot: Mason to Addison	0.293	Weekly		x
33	302 W Green St	0.187	Weekly		x
34	South Side RR tracks: West Church Rd to Addison (behind homes)	1.047	Weekly		x
35	Grove Avenue VoB Entry Sign at Rt. 83	0.011	Weekly		x



36	Lions Park: Wood & Center	1.003	Weekly		x
37	Police & EMA Station: 345 E Green	1.909	Weekly		x
38	Green St. North Side ROW (CountyLine to Police Station)	0.271	Weekly		x
39	Green Lift Station	0.031	Weekly		x
40	Green & County Line: VoB Entry Sign	0.022	Weekly		x
41	Jefferson ROW N (County Line to Edge Ice Arena)	0.741	Weekly		x
42	Edge II Ice Arena	0.520	Weekly		x
43	Public Works: 717 E Jefferson	0.704	Weekly		x
44	Park Generator (east side of Park)	0.051	Weekly		x
45	Park Lift Station (west side of Park)	0.006	Weekly		x
46	Belmont Tower	0.107	Bi-Monthly	x	
47	West End of Belmont ROW	0.053	Weekly		x
48	Forestview and York (cut in at creek)	1.369	Weekly		x
49	George St. Retention Lot	0.631	Weekly		x
50	Pamela Dr south parkway	0.193	Weekly		x
51	101 E Red Oak	0.278	Weekly		x
52	Red Oak ROW at Creek	0.064	Weekly		x
53	Unimproved ROW Red Oak and Marion	0.230	Weekly		x
54	Red Oak Lift Sation	0.005	Weekly		x
55	Redmond Recreational Complex	41.928	Weekly		x
56	Waveland Lift Station	0.016	Weekly		x
57	Surplus Vehicle site entrance on County Line Rd (strip)	0.104	Weekly		x
58	County Line Lift Station	0.009	Weekly		x
59	John St. west parkway	0.373	Weekly		x
60	Diana at Creek	0.983	Weekly		x
61	<del>Hospitality Campus ROW</del>	<del>1.790</del>	<del>Weekly</del>	removed mid-2016	x
62	Redmond Ct Pond	0.681	Weekly		x
63	York & Grand VoB Entryway Sign	0.004	Weekly		x
64	Rt 83 West: Parkway & Corners North of RR	1.891	Weekly		x
65	Wastewater Treatment Plant - Jefferson (north of PW)	3.160	Weekly	not cut in 2016	x
66	Rt 83 Median North of RR (sans .387 construction)	1.460	Weekly		x
67	Rt 83 East: Parkway/ROW & Corners North of RR	1.715	Bi-Monthly	change shoulder to a la carte 2017	
68	Rt 83 Median South of RR to Frontage Rd	2.399	Weekly		x
69	Rt 83 East: Parkway/ROW South of RR to I-290	1.230	Bi-Monthly	change shoulder to a la carte 2017	
70	514 E. Pine	0.529	Weekly		x
71	North of Memorial between Addison & Mason (unimproved alley)	0.000	Weekly		x
72	Jefferson Lot between 562-604 (562 driveway on VoB property)	0.145	Weekly		x
	<b>TOTALS</b>	<b>86.294</b>		<b>Weekly</b>	<b>Bi-Monthly</b>



**YEAR TWO FOR LAWN MAINTENANCE SERVICES AGREEMENT FOR THE  
VILLAGE OF BENSENVILLE, ILLINOIS**

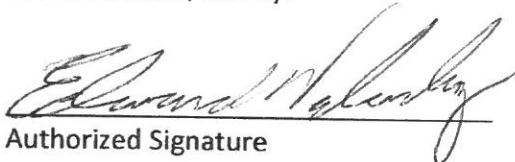
THIS AGREEMENT is made this 22<sup>nd</sup> day of February, 2017, between the Village of Bensenville, Illinois (hereinafter "OWNER"), whose principal address, for the purposes of any notice required herein, is: Director of Public Works, 717 E. Jefferson Street, Bensenville, Illinois 60106, and Green Horizon, Inc. (hereinafter "CONTRACTOR"), whose principal address, for the purposes of any notice required herein are: 900 N. Lombard Road, Lombard, Illinois 60148.

OWNER and CONTRACTOR acknowledge and mutually agree as follows:

1. OWNER and CONTRACTOR agreed upon a bid contract accepted February 8, 2016 for Lawn Maintenance Services for the Village of Bensenville, Illinois. The bid included pricing for 2016 and 2017 with two 12-month extensions mutually agreed to be adjusted based on the Chicago Metro Area CPI (Consumer Price Index) from the previous 12-month period.
2. The OWNER locations from the bid changed mainly due to the sale of the Hospitality Campus/Legends.
3. The OWNER and CONTRACTOR hereby enacts an agreement term for 2017 for a total cost of \$66,430.00 plus mowing of Rt. 83 medians at the á la carte price of \$345 per cut.
4. Any and all other provisions of the Agreement (or subsequent Amendments) not otherwise amended herein shall remain applicable, governing and in full force and effect throughout the Term of the Agreement.

Both parties indicate their approval of this Extension of Agreement by their signatures below.

Green Horizon, Inc. By:

  
Authorized Signature

EDWARD WALENDY  
FINANCE MANAGER

Village of Bensenville By:

\_\_\_\_\_  
Authorized Signature



**RESOLUTION NO.**

**AUTHORIZING APPROVAL OF YEAR TWO OF A TWO YEAR CONTRACT  
WITH GREEN HORIZON, INC. FOR LAWN MAINTENANCE SERVICES IN  
THE NOT TO EXCEED AMOUNT OF \$70,000**

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 owns and maintains multiple lawn/turf property sites throughout the Village, and

WHEREAS the Village of Bensenville contracted services for lawn maintenance services at these locations, and

WHEREAS the Village of Bensenville solicited formal bids in 2016 for contracted mowing of Village sites, receiving six bids, and

WHEREAS Green Horizons, Inc. was awarded that contract that included 2016 and 2017 prices, and

WHEREAS the Village of Bensenville desires to execute a contract extension for 2017 mowing service for the sites included in “Exhibit A” Base Bid in the amount of \$70,000.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract extension with Green Horizons, Inc. of Lombard, Illinois to provide Lawn Maintenance Services in the not to exceed amount of \$70,000.

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.



APPROVED:

\_\_\_\_\_  
Temporary Chairperson

ATTEST:

\_\_\_\_\_  
Ilsa Rivera-Trujillo, Village Clerk

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

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

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



**TYPE:**Informational**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**March 21, 2017**DESCRIPTION:**Discussion in Regards to the Status of the Nicor Invest in Illinois Project and Concerns from Staff**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:**

I&amp;E

**DATE:**

March 21, 2017

**BACKGROUND:**

Staff met with Nicor and their contractor and designer to discuss the upcoming Invest in Illinois Project. This two-phase project will have a significant impact on Bensenville in the coming year. The project will replace all steel gas main in the Village with new plastic mains. Services and some meters will also be replaced as part of the project. Attached are brochures explaining the project that were sent out to residents that will be impacted by Phase I. Phase II letters are expected to go out in the coming weeks. The Village provided all this information on our website and social media.

Staff has informed Nicor that it is our desire to require Nicor to remove their old facilities in the ROW instead of abandoning them as indicated in their plans. The Village would like the removal as leaving abandoned facilities in the ROW makes managing limited space difficult and abandoned gas mains in the parkway will not be located (JULIE) causing a safety concern for our crews. Nicor's initial response was that they would charge back the customers on the gas bills. We have looked into the legalities and although we do not feel they have a right to charge our residents, the ICC may side with the large utility provider if taken to court. The Nicor crews have continued their prep work of cleaning and televising the sewers in the project corridor, but the main project start is currently on hold.

**KEY ISSUES:**

Nicor would like to have a decision as to how to proceed.

If we require them to remove the old facilities, they will either require payment from their customers (our residents) or cancel or postpone their project to a later date.

If we allow them to abandon the facilities, they will begin their work immediately.

**ALTERNATIVES:**

1. Require Nicor to remove their facilities from the ROW
2. Allow Nicor to abandon their facilities in place.
3. Discretion of the Committee

**RECOMMENDATION:**

Staff would prefer to require Nicor to remove the facilities in the ROW for safety and future response reasons. However, we understand the level of parkway and ROW destruction that would be required to make this happen.

**BUDGET IMPACT:**

None

**ACTION REQUIRED:**

Direction from the Committee.



ATTACHMENTS:

Description

Upload Date

Type

**Nicor Brochure**

**3/15/2017**

**Backup Material**



# Enhancements

## to your natural gas system in Bensenville

*Investing in Illinois: A Nicor Gas System Improvement Initiative* is a multi-year initiative to modernize aging natural gas infrastructure. Nicor Gas, with its contractor KS Energy, will be modernizing the system that delivers natural gas safely and reliably to your neighborhood and we want to keep you informed of our work. Highlighted below are the major steps involved in the project that we will soon be starting in your neighborhood.

### Inspect Sewers

Sewer inspections are part of Nicor Gas' safety practices. If your sewer service is not accessible from the street, KS Energy, a Nicor Gas contractor will schedule an appointment to inspect the sewer line from inside your property. There will be no interruption to your natural gas or sewer service during the inspection. Vital information from the inspection will be marked on lawns and sidewalks with spray paint.

### Identify New Meter Location & Utilities

Nicor Gas, or our contractor KS Energy, will contact you to schedule an appointment to locate your existing natural gas line and natural gas meter. We will identify where the new meter(s) will be placed outside of your property, if applicable, and locate your existing natural gas line. Any obstruction (drywall, furniture, enclosures) must be removed before the appointment so we can access your natural gas piping.

During this step, water, sewer, electric and cable utilities will also be located and identified with spray painted markings and colored flags. It is important that these markings always remain visible for your safety. Private utility lines, such as sprinkler systems, are your responsibility to identify and mark at the time other utilities are marked.

### For Your Safety

These improvements are part of the Natural Gas Consumer, Safety & Reliability Act and costs are recovered under the Qualified Infrastructure Charge. All Nicor Gas employees and contractors will have Nicor Gas or AGL Resources-issued ID cards and will present them if requested. **The Nicor Gas contractor working on this project is KS Energy.**

### Install the Natural Gas Main and Natural Gas Line

Nicor Gas' contractor, KS Energy, will install a new natural gas main in your neighborhood and will also install a new natural gas line that connects your property to the natural gas main. Utilities may again be marked with spray paint and flags.

### Connect the System & Retire Facilities

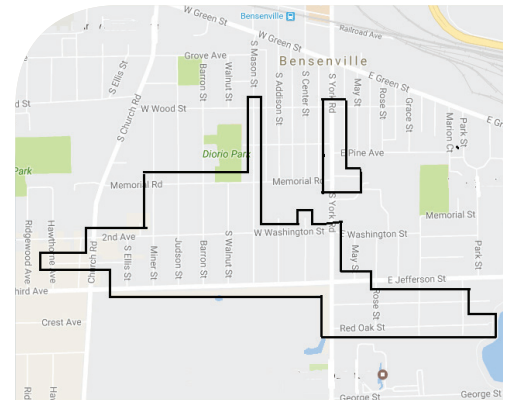
Nicor Gas, or our contractor KS Energy, will contact you to schedule an appointment to move your natural gas meter outside and reconfigure your inside piping. Your natural gas will remain off for approximately three hours. If there is more than one meter, the process may take longer. As a safety measure, we will remove or seal the retired natural gas line at the point it enters your property.

### Restore Landscaping & Pavement

We understand that you value the appearance of your property. Nicor Gas will restore landscaping and paving impacted by our construction to the condition in which we found it. Temporary restoration of some areas may be necessary until permanent restoration can be completed.

### Our Commitment

We take great care in implementing construction practices that limit disturbances and we understand your time is valuable. We appreciate your understanding and thank you for allowing us to continue to provide you with safe and reliable natural gas service.





## a su sistema de gas natural en Bensenville



*Invirtiendo en Illinois: Una iniciativa para mejorar el sistema de Nicor Gas* es un proyecto de varios años para modernizar la antigua infraestructura del gas natural. Nicor Gas, con su contratista KS Energy, estará modernizando el sistema que entrega gas natural segura y fiablemente a su vecindario y queremos mantenerlo informado de nuestro trabajo. Abajo se detallan los mayores pasos del proyecto que pronto comenzaremos en su vecindario.

## Inspección de Alcantarillas

Como parte de las prácticas de seguridad de Nicor Gas se llevarán a cabo inspecciones de las alcantarillas. Si su alcantarilla no es accesible desde la calle, KS Energy, un contratista de Nicor Gas programará una cita para inspeccionar la línea de la alcantarilla dentro de su propiedad. No habrá interrupciones a su servicio durante la inspección. Información vital de la inspección estará marcada claramente en su césped y acera con pintura de aerosol.

## Identificación de la nueva posición del contador y utilidades

Nicor Gas, o nuestro contratista KS Energy, lo contactara para programar una cita para localizar su línea de gas natural y su contador de gas natural existente. Nosotros identificaremos donde se colocara el nuevo contador afuera de su propiedad si esto es adecuado, y localizaremos su línea de gas natural existente. Cualquier obstrucción (paredes, muebles, recintos) deben ser removidos antes de la cita para así poder tener acceso a su tubería de gas natural.

Durante este paso, sus servicios de agua, alcantarillas, electricidad y cable también serán localizados e identificados con pintura de aerosol y banderas de colores. Es importante que estas señales se mantengan visibles para su seguridad. Las líneas de servicios privados, como el sistema de rociadores rotativos, será su responsabilidad identificarlos y señalarlos al mismo tiempo que los otros servicios están siendo identificados.

## Para su seguridad

Estas mejoras son parte del Natural Gas Consumer, Safety & Reliability Act y los costos son recuperados a través del cargo de infraestructura adecuada. Todos los empleados y contratistas de Nicor Gas tendrán tarjetas de identificación dadas por Nicor Gas o AGL Resources y serán presentadas si son solicitadas. El contratista de Nicor Gas trabajando en este proyecto es KS Energy.

## Instalar la Tubería Principal de Gas Natural y la Línea de Gas Natural

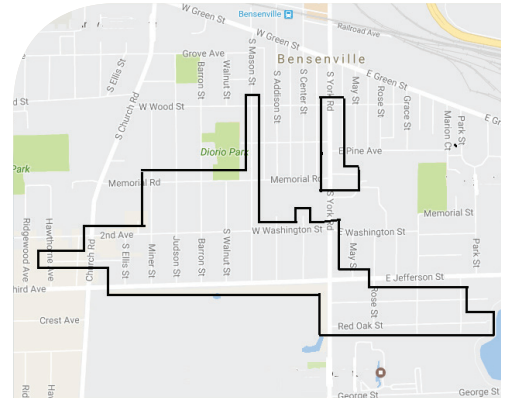
El contratista de Nicor Gas, KS Energy, instalará nueva tubería principal de gas natural en su vecindario y también instalará una nueva línea de gas natural que conecta su propiedad a la tubería principal del gas natural. Utilidades de nuevo pueden ser marcadas con pintura en aerosol y banderas.

## Conexión del sistema y retiro de instalaciones

Nicor Gas, o nuestro contratista KS Energy, lo contactara para programar una cita para mover su contador afuera y reconfigurar la tubería dentro de su hogar. Su línea de gas natural se mantendrá apagada aproximadamente tres horas. Si hay más de un contador, el proceso podría llevar más tiempo. Como una medida de seguridad, nosotros removeremos o sellaremos la línea de gas natural retirada en el punto donde entra su propiedad.

## Restauración del paisaje y pavimento

Nosotros entendemos que la apariencia de su propiedad es importante para usted. Nicor Gas restaurará el paisaje y pavimento que fueron impactados por nuestra construcción en la condición que esta haya sido encontrada. La restauración temporal de ciertas áreas podría ser necesaria, hasta que la restauración permanente sea completada.



## Áreas Afectadas

402-457 S Addison	100-557 Red Oak
301-458 S Barron	301-458 S Walnut
344-455 S Center St	750-
100-314 Crest Ave	810 W Washington
100-120, 801-	201-500 S York
823 Jefferson	800-818 S 2nd Ct
301-458 Judson	16W466-
201-458 S Mason	16W616 S 2nd Ct
3-126 E Memorial	
301-457 Miner	

## Preguntas?

## Relacionado con el proyecto

Dirk Dunlap: 630.816.5673  
ddunlap@southernco.com

## Restauración del paisaje y pavimento

800.730.6114 ext. 4

Para más información

**nicorgas.com/WorkInYourNeighborhood**  
**630.388.3333**

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WO-119771

