

## Village Board

### Village President

Frank DeSimone

### Trustees

Rosa Carmona

Ann Franz

Agnieszka "Annie" Jaworska

McLane Lomax

Nicholas Panicola Jr.

Armando Perez

### Village Clerk

Nancy Quinn

### Village Manager

Evan K. Summers



BENSENVILLE  
GATEWAY TO OPPORTUNITY

## Village of Bensenville, Illinois VILLAGE BOARD COMMITTEE OF THE WHOLE AGENDA

**6:30 PM February 20, 2018**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES
  1. *January 16, 2018 Committee of the Whole Meeting Minutes*
- VI. **REPORTS OF VILLAGE DEPARTMENTS**
  - A. Administration
    1. *Consideration an Ordinance Approving a Public Education Government Fee "PEG" to the Comcast Cable Franchise Agreement for the Village of Bensenville*
    2. *Consideration of a Resolution Authorizing a Collective Bargaining Contract with the AFSCME Local 1167 Union*
    3. *Consideration of an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Approving a Consulting and Service Agreement with S & G Thor Consulting Corporation*
  - B. Community and Economic Development
    1. *Consideration of an Ordinance Approving a Conditional Use Permit (Cultural Center) and Variances (Lot Width and Parking in Required Front Yard) for the Ramallah School Cultural Center, located at 640 County Line Road*
    2. *Consideration of an Ordinance Approving Variances (Porch in Front Yard and Attached Structures) for the applicant Karolina Morawiec, located at 210 Miner Street*
    3. *Consideration of an Ordinance Approving Variances, Corner Side Yard, Parking in the required yard, and Parking lot landscaping/screening for the applicant Nicholson Porter & List, located at 300-330 County Line Road*

4. *Consideration of an Ordinance Approving Variances, Number of Wall Signs Permitted and Maximum Sign Area for the applicant Amita Health, located at 1240 N Route 83*

C. Finance – No Report

D. Police Department – No Report

E. Public Works

1. *Consideration of a Resolution Authorizing Approval of a Contract Extension with Green Horizons, Inc. for Lawn Maintenance Services in the Not-to-Exceed amount of \$60,000*
2. *Consideration of a Resolution Authorizing the Execution of a Purchase Order with Temperature Equipment Corporation for the purchase of three (3) Rooftop HVAC Units & Corresponding Coils for the Village Hall Facility in the Not-to-Exceed Amount of \$21,791*
3. *Consideration of a Resolution Authorizing the Execution of a Local Agency Agreement (LAA) with the Illinois Department of Transportation (IDOT) for Grant Funding Associated with the Railroad Avenue Improvements Project*
4. *Consideration of a Resolution Appropriating the Required Local Match Funds in the Estimated Amount of \$691,500 for the Railroad Avenue Improvements Project*
5. *Consideration of a Resolution Authorizing an Award of a Resident Engineering Services Agreement with Civiltech Engineering, Inc. for the Railroad Ave Improvements Project in the Not to Exceed Amount of \$108,674*
6. *Consideration of a Resolution Authorizing the Execution of a Resident Engineering Services Agreement for the 2018 Watermain Improvements Project with Hancock Engineering Company in the not-to-exceed amount of \$91,602.50*
7. *Consideration of a Resolution Authorizing the Execution of a Resident Engineering Services Agreement for the George St. Bypass Storm Sewer Project (CDBG) Project to Engineering Enterprises Inc. in the not-to-exceed amount of \$116,392*
8. *Consideration of a Resolution Authorizing the Execution of a Phase II Design Engineering Services Agreement for the IL-83 Bikepath (CMAQ-TCM) Project (Foster Ave to Bryn Mawr Ave) to Civiltech Engineering Inc in the Not-to-Exceed Amount of \$123,695*
9. *Consideration of a Resolution Authorizing the Execution of a Purchase Order with Maddock Industries, Inc. for the purchase of one (1) RBI Dominator Series DB Near Condensing Unit for the Aquatic Center in the not-to-exceed amount of \$11,676.80*
10. *Consideration of a Resolution Establishing Guidelines and Procedures for the 2018 Senior / Disabled Grass Cutting Program*

F. Recreation – No Report

VII. INFORMATIONAL ITEMS

1. *Discussion: Staff is seeking direction on a potential Ordinance requiring property owners to shovel snow from the public sidewalk abutting their property.*

VIII. UNFINISHED BUSINESS

IX. EXECUTIVE SESSION



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

X. ADJOURNMENT

**TYPE:**Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**February 20, 2018**DESCRIPTION:**January 16, 2018 Committee of the Whole Meeting Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

DRAFT\_180116\_COW

**Upload Date**

2/14/2018

**Type**

Cover Memo

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

**MINUTES OF THE COMMITTEE OF THE WHOLE  
January 16, 2018**

**CALL TO ORDER:** President DeSimone called the meeting to order at 6:26 p.m.

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

President DeSimone, Franz, Jaworska, Lomax, Perez

Absent: Carmona, Panicola

Village Clerk, Nancy Quinn, was also present.

A quorum was present.

Staff Present: E. Summers, J. Caracci, G. Ferguson, T. Finner, F. Kosman, M. Patel, D. Schultz, A. Thakkar, S. Viger, C. Williamsen

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

**Approval of Minutes:** The December 12, 2017 Committee of the Whole Meeting minutes were presented.

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

All were in favor. Motion carried.

**Avion Consultants:** Village Manager, Evan Summers, presented a Resolution Approving an Agreement with Avion Consultants, LLC and the Village of Bensenville for Aviation Consulting Services.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

**PACE Hold Harmless**

**Agreement:** Village Manager, Evan Summers, presented a Resolution Approving a Pace Hold Harmless Agreement.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

**INFORMATIONAL ITEM**

**(Dayton Street Partners):**

Village Manager, Evan Summers, presented a concept plan from Dayton Street Partners to construct a brand new 100,000 sq. ft. plus building on Sesame street. Mr. Summers stated Dayton Partners will be seeking a 6B from Cook County and is asking that the Village support them in their efforts. Mr. Summers stated Staff has met with representatives from Dayton Street Partners regarding their request. Mr. Summers stated Dayton Street Partners will have to go through the Village's normal process for the construction but wanted to seek support of the concept from the Village Board prior to their efforts. *Consensus from the Committee directed Dayton Street Partners to proceed with their plans as presented.*

**Main Street Parking**

**Amendment:** Village Manager, Evan Summers, presented An Ordinance Amending Title 5, Traffic and Motor Vehicles, Chapter 2, Stopping, Standing or Parking, Section 13, No Parking Zones, Subsection F, No Parking at Any Time, to Include the North Side of Main Street from York Road to Addison Street as a No Parking Zone.

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 Perez seconded the motion.

All were in favor. Motion Carried.

### **Green Street Parking**

**Amendment:** Village Manager, Evan Summers, presented An Ordinance amending Title 5, Traffic and Motor Vehicles, Chapter 2, Stopping, Standing, or Parking, Section 1, Angle Parking, Subsection A, Diagonal and Perpendicular Parking to Include the North Side of Green Street from Center Street to Addison Street and an Ordinance Amending Title 5, Traffic and Motor Vehicles, Chapter 2, Stopping, Standing or Parking, Section 14, Limited Parking Zones, Subsection F, Four Hours Between 7:00 A.M. And 6:00 P.M., Except Sundays And Holidays to Include the North Side of Green Street from Center Street to Addison Street.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

**MFT Funds 2017:** Village Manager, Evan Summers, presented a Resolution Terminating the Use of the Motor Fuel Tax (MFT) Funds to Pay for Roadway Related General Maintenance in the Amount of \$144,847.90 From January 1, 2017 to December 31, 2017.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

**MFT Funds 2018:** Village Manager, Evan Summers, presented a Resolution to Appropriate the Use of the Motor Fuel Tax (MFT) Funds to Pay for Roadway Related General Maintenance in the Amount of \$150,000.00 From January 1, 2018 to December 31, 2018.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

**IDOT Highway Permit:**

Village Manager, Evan Summers, presented a Resolution to Obtain Permits to Perform Work on State Highways.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

**Brenntag:**

Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of a Purchase Order with Brenntag for the Purchase of Polymer in the Not-to-Exceed Amount of \$22,057.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

**SCADA Hardware:** Village Manager, Evan Summers, presented a Resolution Authorizing an Execution of a Purchase Order to Energenecs for the Purchase of SCADA Hardware and Software Upgrade in the Not-to-Exceed Amount of \$24,800.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

### **Stewart Spreading**

**Amendment No. 1:** Village Manager, Evan Summers, presented a Resolution Concerning the Determination of the Bensenville Village Board That Change Order Number One With Stewart Spreading, Inc. for an Increase of \$10,169.50 is Required for the 2017 Sludge Hauling Contract for a Revised Contract Cost of \$107,419.50.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

**Hanes Geo:** Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of a Purchase Order with Hanes Geo Components for the Purchase of Geo Grid Blocks for the 2017 Lions Park Restoration Project in the Not-To-Exceed Amount of \$12,695.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

### **Informational Items:**

**Downtown Corridor  
South Half Streetscape**

**Enhancements:** Village Manager, Evan Summers, presented Streetscape Enhancements within the South Half of the Downtown Corridor to the Committee and sought direction. Mr. Summers presented several options to the Committee. *Consensus from the Committee directed Staff to proceed with four diagonal parking spaces in front of Hair Shapers with one being a handicap spot. Trustee Franz was opposed and stated she would like diagonal parking to remain as is on Center Street.*

**Unfinished  
Business:**

There was no unfinished business.

**Executive  
Session:**

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

**ADJOURNMENT:** Trustee Jaworska made a motion to adjourn the meeting. Trustee Perez seconded the motion.

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 7:41 p.m.

Corey Williamsen  
Deputy Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_ day, February 2018



**TYPE:**Ordinance**SUBMITTED BY:**Amit Thakkar**DEPARTMENT:**Finance**DATE:**February 20, 2018**DESCRIPTION:**

Consideration an Ordinance Approving a Public Education Government Fee "PEG" to the Comcast Cable Franchise Agreement for the Village of Bensenville

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

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

**COMMITTEE ACTION:**

Committee of the Whole.

**DATE:**

February 20, 2018

**BACKGROUND:**

The current franchise cable agreement with Comcast allows the Village to implement a PEG Fee up to thirty-five cents (\$0.35) per month per customer. The PEG fee can only be used for capital improvements for the Village Cable Department. The Village of Bensenville currently has outstanding capital projects which include camera upgrades in the Village Hall Board room as one example. The total PEG fee will allow the Village to collect approximately \$23,000 annually and will be used for the following upgrades and improvements as described below:

FY2019

**Board Room Remote Camera Upgrade for Meeting Broadcasts**

Equipment	\$13,967.00
Integration	\$9,050.00
PRO Support	\$1,514.00
Shipping & Handling	\$300.00
Tax	\$0.00
<b>Grand Total</b>	<b>\$24,831.00</b>

FY2020

**Studio Camera Upgrade for PEG Programming Broadcasts**

Equipment	\$10,843.00
Integration	\$2,632.00
PRO Support	\$1,500.00
Shipping & Handling	\$250.00
Tax	\$0.00
<b>Grand Total</b>	<b>\$15,225.00</b>

FY2021

**Upgrade Edit stations for PEG programming**

(2) Mac Pro 12 core, 64GB RAM, 1TB	\$13,998.00
OWC Mercury Helios 2 PCIe Thunderbolt Expansion Chassis	\$219.00
OWC Mercury Elite Pro Dual Thunderbolt 8TB RAID Storage	\$597.88
AJA Ki Pro Ultra	\$2995.00

Tax	\$0.00
<b>Grand Total</b>	<b>\$17,809.88</b>

### **KEY ISSUES:**

- a) We have outstanding capital projects in the Village Cable Department including camera upgrades.
- b) The Village Capital Project Fund is limited and therefore there are many unfunded projects including Cable Department upgrades and improvements.
- c) The current Franchise Agreement allows for the Village of Bensenville to add a fee of 35 cents per customer per month which will allow the Village to collect a revenue of approximately \$23,000 annually.

### **ALTERNATIVES:**

At the discretion of the Committee of the Whole.

### **RECOMMENDATION:**

Staff recommends the approval of the Ordinance.

### **BUDGET IMPACT:**

Roughly \$23,000 in PEG fee revenue annually.

### **ACTION REQUIRED:**

Approval of the Ordinance approving a Public Education Government Fee "PEG" to the Comcast Cable Franchise Agreement for the Village of Bensenville.

### **ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Ordinance	2/14/2018	Ordinance
Memo	2/14/2018	Backup Material

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK  
COUNTIES, ILLINOIS AUTHORIZING A PEG CAPITAL FEE PURSUANT  
TO THE CABLE TELEVISION FRANCHISE AGREEMENT**

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**WHEREAS**, the Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

**WHEREAS**, on December 11, 2012, Ordinance Number 82-2012 entitled “*An Ordinance Approving a Cable Television Franchise Agreement between the Village of Bensenville and Comcast of Illinois, LLC*” (the “*Agreement*”) was approved by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Corporate Authorities*”); and

**WHEREAS**, pursuant to Section 8.5 of the Agreement a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month is authorized in accordance with the Cable Communications Policy Act of 1984, 47 U.S.C. §542, *et seq*, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §521, *et seq*.

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

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** In accordance with Section 8.5 of the Agreement a PEG Capital Fee is hereby authorized and imposed in the amount of thirty-five cents (\$0.35) per month on each subscriber and such fee shall be used for PEG access capital projects within the Village in order to provide better telecommunications access and service to residents.

**Section 3.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

**Section 4.** All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 5.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this \_\_\_\_ day of February 2018, pursuant to a roll call vote, as follows:

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

NAYES: \_\_\_\_\_

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

# Bensenville Memo

From: Amit Thakkar, Director of Finance

To: Village President Frank DeSimone, Village Board of Trustees, Evan Summers - Village Manager

Subject: Comcast PEG Fees:

Date: January 26, 2018

CC: Anthony Sumner, Multimedia Coordinator

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With reference to the above-mentioned subject and our current cable franchise agreement with Comcast (Ordinance 82-2012) has laid out the terms and condition for the Franchise Fees and PEG Capital fees. Per the agreement and the adopted ordinance,

“At its sole discretion, the Village may impose as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month. The charge is to be passed on to each Subscriber pursuant Section 622(g) (2) (C) of the Cable Act (47 U.S.C. §542(g)(2)(C)), which the Grantee shall collect, upon one hundred and twenty (120) day's written notice from the Village to do so. The PEG Capital Fee so imposed and collected shall be used only to fund PEG access capital projects which the Village, at its sole discretion, may designate. The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, as long as the Village spends the entire amount collected by the end of the term of this Agreement. Moreover, if the Village chooses to borrow from itself or a financial institution revenue for large PEG capital purchases or capital expenditures, the Village shall be permitted to make periodic repayments using the PEG Capital Fee.”

We have identified projects with the Cable departments worth \$57,865.88, which require attention and will need funding from the regular capital project fund in upcoming three years as below.

FY 2019

## **Board Room Remote Camera Upgrade for Meeting Broadcasts**

Equipment	\$13,967.00
Integration	\$9,050.00
PRO Support	\$1,514.00
Shipping & Handling	\$300.00
Tax	\$0.00
<b>Grand Total</b>	<b>\$24,831.00</b>

FY 2020

**Studio Camera Upgrade for PEG Programming Broadcasts**

Equipment	\$10,843.00
Integration	\$2,632.00
PRO Support	\$1,500.00
Shipping & Handling	\$250.00
Tax	\$0.00
<b>Grand Total</b>	<b>\$15,225.00</b>

FY 2021

**Upgrade Edit stations for PEG programming**

(2) Mac Pro 12 core, 64GB RAM, 1TB	\$13,998.00
OWC Mercury Helios 2 PCIe Thunderbolt Expansion Chassis	\$219.00
OWC Mercury Elite Pro Dual Thunderbolt 8TB RAID Storage	\$597.88
AJA Ki Pro Ultra	\$2995.00
Tax	\$0.00
<b>Grand Total</b>	<b>\$17,809.88</b>

Our Capital Project fund is always in a high demand and low supply because of high demand of funds on the infrastructure side, high debt service, and sales tax sharing agreements and we might not have enough resource in these years to allocate to the above-mentioned project.

The current cable franchise agreement with Franchise allows us to charge each customer with \$0.35 (thirty-five cents monthly fee). The PEG Fee will generate the revenue worth \$23,000 each year and which will allow us to do the very much-needed upgrade to the cable department infrastructure as mentioned above.

**Recommendation**

Staff recommends approving the ordinance attached herewith which will allow us to collect PEG fee per the cable franchise agreement. On approval of the ordinance, staff will reach out to Comcast with official documents, ordinance and upgrade related materials and data to implement the PEG fee.

## EXHIBIT - A

### PAHSE ONE- FIRST YEAR

#### **Board Room Remote Camera Upgrade for Meeting Broadcasts**

Equipment	\$13,967.00
Integration	\$9,050.00
PRO Support	\$1,514.00
Shipping & Handling	\$300.00
Tax	\$0.00
<b>Grand Total</b>	<b>\$24,831.00</b>

#### **SCOPE OF WORK**

**A. SUMMARY:** The Village of Bensenville would like to upgrade their boardroom cameras to higher quality modern cameras that can be serviced and add a Teleprompter for speeches.

**B. SYSTEM DESCRIPTION:** The current system was installed by AVI Systems. This scope will outline equipment and labor to implement the replacement of two SD cameras with HD cameras and will update the current control software and user interfaces

- **Functionality Description:** With this upgrade the village will be able to capture 1080i HD video from one of two cameras. The operators in the lower level will view each source on independent monitors. They will control the cameras via a web page serviced by the existing AMX control system. The system programming will look to eliminate the camera controls from the touch panel at the dais. The program video selected for recording will feed a MAC computer with an AJA capture card with HDSDI. Staff will then edit and publish the content to their cable server and streaming web-site.
- **Displays:** 2-HD camera monitors
- **Source Devices:**
  - 2-new HD pan tilt cameras powered via POE switch, 1-scan converter for capture of analog computer sources
  - 1 complete teleprompter system with unit, software and laptop.
- **Audio:**
  - 1-Audio embedder and audio delay for lip sync.
- **Switching:**
  - 1-HD routing switcher
- **Controls:**
  - Re-programmed e-control web page for camera and switcher control.
- **Equipment Location:**
  - 2nd Floor Boardroom AV rack and Lower Level TV control room

#### **PRODUCTS**

Model #	Mfg	Description	Qty	Price	Extended
4885B001	CANON	XF105 Kit	3	\$2,499.00	\$7,497.00



ULE-217	IKEGAMI	21.5-inch HDTV Full HD 1920x1080 pixel professional monitor with stand.	1	\$980.00	\$980.00
BBG-S-TO-A	COBALT DIGITAL	HD/SD-SDI-to-HD/SD Analog Component/Composite Converter with Audio De-Embedder (Includes PS4 Power S	3	\$465.00	\$1,395.00
BBG-S-TO-H	COBALT DIGITAL	3G/HD/SD-SDI-to-HDMI Converter with Audio De-Embedder(Includes PS4 Power Supply and Mini-USB Cable f	1	\$465.00	\$465.00
BBG-MB	COBALT DIGITAL	Mounting Bracket for BBG S-TO-A, A-TO-S, S-TO-H, H-TO-S, DA-3G-1x6, DE-AA, EM-AA, EMDE-AES modules.	2	\$25.00	\$50.00
BBD1505-25B	COMPREHENSIVE	Premium Belden 1505A Digital Video BNC C	2	\$20.00	\$40.00
BBD1505-50B	COMPREHENSIVE	Premium Belden 1505A Digital Video BNC C	1	\$32.00	\$32.00
5BP-5BP-3HR	COMPREHENSIVE	Pro AV/ITSeries 5 BNC plugs each end RGB	3	\$28.00	\$84.00
AVI-TBD-MATERIAL	BH Photo	ikan PT3500 15" Rod Mounted Teleprompter for Location and Studio	1	\$1,499.00	\$1,499.00
AVI-TBD-MATERIAL	AVI SYSTEMS	Materials Allowance	1	\$300.00	\$300.00

## **PHASE TWO - SECOND YEAR**

### **Studio Camera Upgrade for PEG Programming Broadcasts**

Equipment	\$10,843.00
Integration	\$2,632.00
PRO Support	\$1,500.00
Shipping & Handling	\$250.00
Tax	\$0.00
<b>Grand Total</b>	<b>\$15,225.00</b>

**A. SUMMARY:** The Village of Bensenville wishes to upgrade their TV studio cameras to higher quality serviceable cameras

**B. SYSTEM DESCRIPTION:** The TV production system is capable of HD switching and recording but the cameras are SD and no longer serviceable. This upgrade will replace the existing cameras with higher quality cameras

- **Functionality Description:** AVI will position and wire 3 HD cameras to the control room using HDSDI cables. The signals will be converted to component analog to feed the Tricaster switcher. The switcher will then output to the AJA recorder and a new HD program monitor. Bensenville will provide AC electrical extensions as required to power each camera.
- **Displays:**
  - 1-New HD program monitor
- **Source Devices:**
  - 3-New HD cameras with HDSDI output
- **Audio:**

- 1-Audio delay to balance lipsync with the digital video processing.

## PRODUCTS

PRODUCTS: Model #	Mfg	Description	Qty	Price	Extended
4885B001	CANON	XF105 Kit	3	\$2,499.00	\$7,497.00
ULE-217	IKEGAMI	21.5-inch HDTV Full HD 1920x1080 pixel professional monitor with stand.	1	\$980.00	\$980.00
BBG-S-TO-A	COBALT DIGITAL	HD/SD-SDI-to-HD/SD Analog Component/Composite Converter with Audio De-Embedder (Includes PS4 Power S	3	\$465.00	\$1,395.00
BBG-S-TO-H	COBALT DIGITAL	3G/HD/SD-SDI-to-HDMI Converter with Audio De-Embedder(Includes PS4 Power Supply and Mini-USB Cable f	1	\$465.00	\$465.00
BBG-MB	COBALT DIGITAL	Mounting Bracket for BBG S-TO-A, A-TO-S, S-TO-H, H-TO-S, DA-3G-1x6, DE-AA, EM-AA, EMDE-AES modules.	2	\$25.00	\$50.00
BBD1505-25B	COMPREHENSIVE	Premium Belden 1505A Digital Video BNC C	2	\$20.00	\$40.00
BBD1505-50B	COMPREHENSIVE	Premium Belden 1505A Digital Video BNC C	1	\$32.00	\$32.00
5BP-5BP-3HR	COMPREHENSIVE	Pro AV/ITSeries 5 BNC plugs each end RGB	3	\$28.00	\$84.00
AVI-TBD-MATERIAL	AVI SYSTEMS	Materials Allowance	1	\$300.00	\$300.00

## PHASE THREE - THIRD YEAR

### Upgrade Edit stations for PEG programming

(2) Mac Pro 12 core, 64GB RAM, 1TB	\$13,998.00
OWC Mercury Helios 2 PCIe Thunderbolt Expansion Chassis	\$219.00
OWC Mercury Elite Pro Dual Thunderbolt 8TB RAID Storage	\$597.88
AJA Ki Pro Ultra	\$2995.00
Thunderbolt cabling	\$164.25
Tax	\$0.00
<b>Grand Total</b>	<b>\$17974.13</b>

**A. SUMMARY:** The Village of Bensenville wishes to upgrade their PEG editing stations to accommodate the higher quality video files

**B. SYSTEM DESCRIPTION:** The TV production system and Board Room have been upgraded to handle higher quality video capture. This upgrade will replace the existing editing stations with higher quality computers for editing and mastering programs

- **Functionality Description:** 2 new computers compatible with our current system, but with the ability handle higher quality video capture and editing. Will be upward compatible for several years.
- **Source Devices:**
  - 2- Mac Pro 12 core, 64GB RAM, 1TB
- **Integration:**

- OWC Mercury Helios 2 PCIe Thunderbolt Expansion Chassis.
- Storage & Mastering:
  - OWC Mercury Elite Pro Dual Thunderbolt 8TB RAID Storage
  - AJA Ki Pro Ultra.

## PRODUCTS

PRODUCTS: Model #	Mfg	Description	Qty	Price	Extended
Z0P8-MD87816	APPLE	Mac Pro 12 core, 64GB RAM, 1TB	2	\$ 6,999.00	\$13998.00
OWCHELIOS1TB2	OWC	OWC / Other World Computing Mercury Helios Single-Slot PCIe Thunderbolt 2 Expansion Chassis	1	\$278.50	\$278.50
OWCTB2U3MED08T	OWC	OWC / Other World Computing Mercury Elite Pro Dual 8TB 2-Bay Thunderbolt 2 RAID Array (2 x 4TB)	1	\$597.50	\$597.50
KI-PRO-ULTRA	AJA	AJA Ki Pro Ultra	1	\$2995.00	\$2995.00
OWCCBLT3A2.0B	OWC	OWC / Other World Computing Thunderbolt 3 Cable (6.5', Black)	4	\$54.75	\$164.25

**TYPE:**Resolution**SUBMITTED BY:**Gary Ferguson**DEPARTMENT:**Human Resources**DATE:**February 20, 2018**DESCRIPTION:**

Consideration of a Resolution Authorizing a Collective Bargaining Contract with the AFSCME Local 1167 Union

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

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

**COMMITTEE ACTION:**

Committee of the Whole

**DATE:**

February 20, 2018

**BACKGROUND:**

The current contract with the AFSCME Union expired on Dec-31-2017. The Village has negotiated a new four year contract with AFSCME, which is attached herewith as a Tentative Agreement. Major changes between the previous contract and the tentative new contract are described as below:

- a) The new contract will be for the period of four years starting January 1, 2018 and will be valid through December 31, 2021.
- b) The agreement allows the wage increases as below.  
Year 1 = 2.00 %, Year 2 = 2.25%, Year 3 = 2.25%, Year 4 = 2.50%
- c) The agreement also provides change in the pay scale of (five) 5 clerks to Pay Grade II effective January 1, 2018.
- d) The agreement also provides for a 10 day notice to a union employee in case of a change in schedule of a normal work week.
- e) All other covenants and terms are same as the previous agreements.

**KEY ISSUES:**

The key issues are:

- a) The current AFSME Agreement expired on December 31, 2017.
- b) The Village has negotiated a new four year agreement from January 1, 2018 to December 31, 2021.
- c) The agreed wage raises are as follows:  
2.0% for year 1,  
2.25% for year 2 and 3  
2.5% for year 4
- d) 5 clerk positions are moved to Pay Grade II effective January 1, 2018.
- e) The agreement also provides for a 10 day notice to a union employee in case of a change in schedule of a normal work week.
- f) All other covenants and terms are essentially the same as previous agreements.

**ALTERNATIVES:**

At the discretion of the Committee.

**RECOMMENDATION:**

Staff recommends the approval of the Resolution which will authorize the Village Manager to execute the agreement with AFSCME.

**BUDGET IMPACT:**

The agreement provide for the wage raises as below:

Year 2018 = 2.00%

Year 2019 = 2.25%

Year 2020 = 2.25%

Year 2021 = 2.50%

**ACTION REQUIRED:**

Approval of the Resolution authorizing a contract with the AFSCME Local 1167 Union.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	2/14/2018	Resolution Letter
Agreement	2/14/2018	Backup Material

**RESOLUTION No. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING A CONTRACT WITH THE AMERICAN  
FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEE (AFSCME)  
LOCAL 1167**

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, that the Village Manager be, and the same is, hereby authorized and directed to execute the contract with the American Federation of State, County and Municipal Employees (AFSCME) Local 1167, which contract is attached hereto and made a part hereof, and to take such other and further actions as may be necessary thereto.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

Absent \_\_\_\_\_

## **TENTATIVE AGREEMENT**

This Tentative Agreement is entered into on the seventh (7<sup>th</sup>) day of February, 2018 by and between the VILLAGE OF BENSENVILLE, ILLINOIS (“Village”) and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 31 (“AFSCME”). The Parties agree as follows:

1. The Village and AFSCME are parties to a collective bargaining agreement that covers the period of time from May 1, 2015 through and including December 31, 2017 (the “CBA”).

2. Except as provided in this Tentative Agreement, the CBA will be unchanged.

3. **Term:** Provided the terms of this Tentative Agreement are ratified by both parties as provided in Section #14 below, the terms of this Tentative Agreement will serve as a successor agreement between the Parties during the four year period from January 1, 2018 through and including December 31, 2021.

4. **Dates:** The dates of the successor agreement will be revised to reflect the new four year term as reflected in Section #3 above.

5. In Article 1, Recognition, at Section 1.1, **Union Recognized** shall be revised to reflect the following revisions:

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for its employees covered by the Certification of Representative issued by the Illinois State Labor Relations Board in Case No. S-RC-97 and Case No. S-RC-13-089, including laborer, special clerical assistant, billing clerk, secretary, switchboard operator, computer operator, mechanic, greaser, custodian, engineering technician, lab technician, and nonprofessional building inspector, ordinance officer, draftsman, youth and family services counselor and code enforcement officer, records clerk investigative aide. Excluded from the unit are all others, including all managerial, supervisory, confidential, professional, volunteer, contract and temporary (i.e., hired for a definite term of one (1) year or less) employees.

6. In Article II, Section 2.1, **Dues Checkoff** will be revised to include the following two sentences at the end:

“Each employee who on the effective day of this Agreement is a member of the Union and each employee who becomes a member after that date shall maintain his/her membership during the term of this Agreement unless membership is revoked in writing. This provision should not be construed to diminish an employee’s rights under the law.”

7. In Article IV, Subcontracting, Section 4.1, **General Policy**, the following sentence shall be added to the end of the existing language of Section 4.1:

“The Employer agrees that subcontracting of bargaining unit work shall not be done for the sole purpose of causing a layoff of a bargaining unit employee.”

8. In Article V, Hours of Work, Section 5.3, **Changes in Normal Workweek and Workday**, shall be revised to read as follows:

“Should it be necessary in the interest of efficient and/or safe operations to establish daily or weekly work schedules departing from the normal workday or the normal workweek, including changes in the starting and ending times of the normal workday, the Village will give a ten (10) day notice of such change to the employees affected and the Union. The parties will meet to negotiate over the impact. For a schedule replacement of an absent incumbent, the ten (10) day timeframe notice is also required, unless emergency circumstances arise that are beyond the Village’s control.”

9. In Article VI, Seniority, Section 6.5, **Probationary Period (Promotions)**, shall be revised to include the following new sentence at the end:

“In the event the prior position is not vacant and/or has been filled, the employee will be laid off with recall rights pursuant to Section 6.8 of this Agreement”.

10. **One-Time Equitable Adjustment for Clerks:** Effective 1/1/18, in lieu of status quo for the step plan, the five (5) employees who are presently employed as “clerks” will have a one-time equitable adjustment to ensure that the following conditions are satisfied:

- a. All five (5) clerks are moved to Pay Grade II effective 1/1/18;
- b. All five (5) clerks are paid at or above the custodian base pay rate effective 1/1/18;
- c. The two clerks that are already presently beyond the custodian rate will be placed at the Pay Grade II, at the greater of: (i) Step E, or (ii) the base rate that the clerk would have received under current step plan system effective 1/1/18.
- d. No clerks will experience a reduction of pay for 1/1/18 as a result of this equitable adjustment.
- e. All five clerks also will receive any across the board adjustments applicable to other bargaining unit employees that are employed as of ratification date of this Tentative Agreement.



11. In Article XI, Wages, Section 11.1, **Wage Schedule**, the step plan will continue status quo (except as provided in Section #10) and the employees who are actively employed on the ratification date and the date indicated will receive the following across the board increase:

- a. January 1, 2018: 2.0%
- b. January 1, 2019: 2.25%
- c. January 1, 2020: 2.25%
- d. January 1, 2021: 2.50%

12. In Article XI, Wages, Section 11.5, **Crew Leader**, will be revised to delete the sentence that limits the use of crew leaders to certain dates of the year.

**13.** Article XI, Wages, Section 11.6, **Pagers**, shall be removed.

**13.14.** The terms of this Tentative Agreement are not final or binding on either party until ratified by authorized representatives of the AFSCME bargaining unit and authorized representatives from the Village of Bensenville, Board of Trustees.

**14.15.** This Tentative Agreement is presented for consideration on a “total package basis” only. If any terms are rejected, the entire proposal and these terms should be considered withdrawn in their entirety.

**15.16.** No changes will be made on a retroactive unless expressly stated otherwise in this Tentative Agreement.

**16.17.** By their signatures below, the Parties represent that the terms of this Tentative Agreement are the product of good faith bargaining by both bargaining teams. Therefore, every representative of the bargaining team for both parties agrees to support and recommend ratification of this Tentative Agreement.

**VOLUNTARILY AGREED TO AND ENTERED INTO ON THIS 7<sup>TH</sup> DAY OF  
FEBRUARY, 2018 BY THE FOLLOWING:**

**VILLAGE OF BENSENVILLE**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL 31**

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KEY: Effective 1/1/18:

1. Cindy: to 2A
2. Karina: to 2B
3. Karolee: to 2F
4. Tia: to 2E
5. Jessica: to 2A

**TYPE:**Ordinance**SUBMITTED BY:**Mary Ribando**DEPARTMENT:**Village Manager**DATE:**02/20/18**DESCRIPTION:**

Consideration of an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Approving a Consulting and Service Agreement with S & G Thor Consulting Corporation

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

<input 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 type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

**COMMITTEE ACTION:**

Committee of the Whole

**DATE:**

02/20/18

**BACKGROUND:**

The Village of Bensenville provides special events throughout the year to the residents. Some events include Music in the Park, 4th of July Libertyfest, and Holiday Magic Tree Lighting. Also, throughout the year the Village hosts various special events as well as provides programs to Village seniors.

S & G Thor Consulting Corp. will provide consulting services to include planning, coordination, execution, and to oversee such events and programs within the Village.

**KEY ISSUES:**

The execution of successful Village wide events and senior programs is a priority of the Village of Bensenville. An experienced consultant is needed to plan, negotiate, advertise, implement, execute and oversee various events and programs.

**ALTERNATIVES:**

Discretion of the Committee of the Whole.

**RECOMMENDATION:**

Staff is recommending approval of the Ordinance approving the Consulting and Service Agreement with S & G Thor Consulting Corporation

**BUDGET IMPACT:**

\$6,000 monthly.

**ACTION REQUIRED:**

Approval of the Ordinance approving the Consulting and Service Agreement with S & G Thor Consulting Corporation

**ATTACHMENTS:**

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Ordinance	2/15/2018	Cover Memo
Agreement	2/15/2018	Cover Memo

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE,  
DUPAGE AND COOK COUNTIES, ILLINOIS APPROVING  
A CONSULTING AND SERVICES AGREEMENT**

---

**WHEREAS**, the Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended.

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

**Section 1.** That the above recital and legislative finding is found to be true and correct and is hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

**Section 2.** The Village President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Corporate Authorities*”) hereby authorize and approve the Consulting and Services Agreement by and between the Village of Bensenville and S & G Thor Corporation (the “*Agreement*”), a copy of which is attached hereto and made a part hereof, as Exhibit A.

**Section 3.** The officials and officers of the Village are hereby authorized and directed to undertake such necessary actions on the part of the Village as contained in this Ordinance and the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

**Section 4.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

**Section 5.** All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 6.** This Ordinance shall be in full force and effect upon its passage, approval and publication as required by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this \_\_\_\_ day of February 2018, pursuant to a roll call vote, as follows:

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

NAYES: \_\_\_\_\_

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

Exhibit A

Agreement



## CONSULTING AND SERVICES AGREEMENT

**THIS CONSULTING AND SERVICES AGREEMENT** (the “*Agreement*”) made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the “*Village*”) and S & G Thor Corporation, Bloomingdale, Illinois (the “*Consultant*”).

### WITNESSETH

**IN CONSIDERATION** of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree, as follows:

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village does hereby contract, promise and agree with the Consultant and the Consultant does likewise contract, promise and agree with the Village, as follows:

1. **SCOPE OF SERVICES.** The Consultant shall provide the Village with professional consulting services, as specified on Exhibit A, a copy of which is attached hereto and made a part hereof (the “*Services*”).
2. **VILLAGE CONTACT.** Consultant shall work with the office of the Village Manager and shall further undertake, provide and perform said Services, as requested by the Village Manager and Village President.
3. **COMPENSATION.** The Village shall pay to the Consultant a flat fee of Six Thousand and No/100 Dollars (\$6,000.00) per month for Services.
4. **CONFIDENTIAL INFORMATION.** The Consultant acknowledges that pursuant to the performance of Consultant’s obligations under this Agreement, Consultant may acquire Confidential Information. The Consultant covenants and agrees, during the Term and following any termination of this Agreement, to hold and maintain all Confidential Information in trust and confidence for the Village and not to use Confidential Information other than for the benefit of the Village. For purposes of this Agreement, the term “*Confidential Information*” means all information disclosed to, or acquired by, the Consultant, Consultant’s employees or agents in connection with, and during the term of this Agreement which relates to the Village including, without limiting the generality of the foregoing, all items, materials and documents obtained from, prepared for, or submitted to, the Village in connection with this Agreement and all information specifically designated by the Village as confidential but shall not include any information which was known to the Consultant, Consultant’s employees or agents prior to the date hereof, or which was publicly disclosed otherwise than by breach of this Agreement.

5. INDEPENDENT CONTRACTOR: The Consultant shall perform Services as an independent contractor. Consultant shall act as an independent contractor in the performance of the Services herein provided under this Agreement and nothing contained herein shall be deemed or construed by the parties hereto, or any other third party, as creating the relationship of employer and employee between Consultant or any of its officers or employees and the Village. Nothing in this Agreement, nor any acts of the parties hereto, is intended to be construed to create an agency, partnership, employment or joint venture relationship, or any other relationship that would allow the Village to exercise control or direction over the manner or method by which Consultant provides its services hereunder. The Consultant shall have no authority, executive or otherwise, to contractually or otherwise bind the Village, or to determine the affairs of the Village, and shall not participate as employees in any plan or program maintained by Village for the benefit of its employees, by reason of this Agreement. Consultant shall have no authority to hire, promote or terminate any employee and Consultant shall have no authority to contractually or otherwise bind the Village, or to determine the affairs of the Village. At all times other than those during which Consultant is performing Services under this Agreement, Consultant and its officers and employees have the opportunity to engage in other business practices not in conflict with this Agreement or the Services herein provided to the Village.
6. WARRANTIES. The Consultant represents and warrants that Consultant is under no obligation or restriction or will Consultant assume any such obligation or restriction, which would in any way interfere or be inconsistent with, or present a conflict of interest concerning the Services to be furnished under this Agreement.
7. TAX WITHHOLDING. The Village shall not provide for any tax withholding required to be withheld by federal, state or local law with respect to any payment received for Services. Consultant shall be solely responsible for payment of all taxes including Federal, State and local taxes arising out of Consultant's Services herein provided under this Agreement, including but without limitation, any federal or State income tax, social security tax, unemployment insurance taxes, and any other tax or fee Consultant may be required to pay pursuant to this Agreement or for the Services herein provided.
8. RIGHTS OF TERMINATION. The Village and Consultant covenant and agree that each party shall have the absolute right, with or without cause, to terminate this Agreement after thirty (30) days written notice to the other party, unless such party is deemed in default, and that no liability or judgment shall be claimed or had against the other party for such action. In the event of termination, the Village shall pay Consultant such fees as shall be due and payable for Services rendered by Consultant prior to termination. Upon any form of termination or the expiration of this Agreement, or at any other time requested by the Village, the Consultant shall deliver to the Village all Confidential Information, written or descriptive matters which have been developed, maintained or copied by the Consultant in furtherance of this Agreement, and all written or descriptive matter that may contain Confidential Information, including, but not limited to files, lists,

plans, passwords or codes, papers, documents, electronic files or any other such media regardless of form.

9. GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of DuPage County, Illinois, and the parties expressly agree to submit to such jurisdiction. The parties further agree to waive their respective rights to a trial by jury and attorney fees and court cost.
10. INDEMNIFICATION. The parties agree that Consultant shall indemnify, defend and hold harmless the Village from any cause of action stemming from any negligent act, willful misconduct or failure to perform the Services, as herein contemplated. The parties further agree that the Village shall indemnify, defend and hold harmless the Consultant from any cause of action stemming from any accident, injury or damage to any person or property at any special event or activity of the Village planned, undertaken or coordinated by Consultant on behalf of the Village, provided Consultant covenant and agrees that during any such event or activity, the Village's Emergency Management Agency or Police Department shall be responsible for and the final authority on any public safety and security matter. As such, the Village's EMA Coordinator, or his designee, and Police Chief, or his designee, shall be responsible for the management of public safety and security at each event or activity and Consultant shall abide by the direction of such officers and officials of the Village.
11. GENERAL.
  - a) NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.
  - b) AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the parties hereto.
  - c) SUCCESSORS AND ASSIGNEES. This Agreement shall not be assigned or transferred under any circumstances.
  - d) SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.
  - e) JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the parties to express their mutual

intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

- f) LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.
- g) DEFAULT. Failure on the part of either party to comply with any term, representation, warranty, covenant, agreement or condition of this Agreement within five (5) business days after written notice thereof, shall constitute an event of default and the non-defaulting party shall be relieved of any and all of its remaining obligations arising pursuant to this Agreement; and such obligations shall immediately be canceled and without any force or effect. Any failure or delay by the Village in asserting any of its rights or remedies as to any default shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.
- h) REMEDY. Consultant hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of Consultant for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, Consultant hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgment for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if Consultant secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by Consultant, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.
- i) REPRESENTATIONS. Consultant covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting Consultant which would impair its ability to perform the Services. Consultant represents and warrants that it is a duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

- j) COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.
- k) NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.
- l) NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid, return receipt requested, on the same date; or 2) one day after placement with an overnight mail delivery service; or 3) if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:
- If to the Consultant:* S & G Thor Corporation  
169 Cardinal Drive  
Bloomington, Illinois 60108  
Attn: President
- If to the Village:* Village of Bensenville  
12 S. Center Street  
Bensenville, Illinois 60131  
Attn: Village Manager
- m) SURVIVORSHIP. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of three (3) years from the date of termination or expiration of this Agreement.
12. TERM. The term of this Agreement shall commence on March 1, 2018 (the “*Effective Date*”) and expire upon the first to occur: 1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or 2) the 31<sup>st</sup> day of December 2018, whichever occurs earlier.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage County, Illinois.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Village of Bensenville, DuPage and Cook  
Counties, Illinois, a municipal corporation

By: \_\_\_\_\_  
Frank DeSimone, Village President

Attest:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

S & G THOR, an Illinois Corporation

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

## Exhibit A

### Services

Consultant shall plan, coordinate and oversee Village sponsored special events and festivals and other such community and senior programs and events, including, Music in the Park, Liberty Fest, 4<sup>th</sup> of July Parade, Holiday Magic, and other such special events, as assigned from time to time by the Village Manager and Village President (collectively the “*Event*” or “*Events*”).

Consultant shall perform such task, including but not limited to:

- 1) plan and budget various Events, as determined beforehand by the Village;
- 2) coordinate and assist Village staff with Event venue evaluation, selection and securing, subject to Village approval;
- 3) plan and coordinate Event activities and programs;
- 4) attend Event planning meetings with Village staff and volunteers at Village Hall;
- 5) aid in negotiation of Event entertainment and vendor agreements, if applicable, and subject to Village final approval;
- 6) assist with Event registration, if applicable;
- 7) undertake Event required logistics;
- 8) assist with Event advertising, if applicable;
- 9) perform onsite Event oversight and work with Village to ensure that sufficient Village staff, volunteers and equipment are provided for each Event;
- 10) assist in securing Event sponsors for Village, subject to Village approval;
- 11) perform post Event analysis; and
- 12) coordinate senior outreach programs, activities and events with Village staff.

**TYPE:**Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**02.20.08**DESCRIPTION:**

Consideration of an Ordinance Approving a Conditional Use Permit (Cultural Center) and Variances (Lot Width and Parking in Required Front Yard) for the Ramallah School Cultural Center, located at 640 County Line Road

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**☐*Financially Sound Village**Quality Customer Oriented Services**Safe and Beautiful Village*☒*Enrich the lives of Residents**Major Business/Corporate Center**X Vibrant Major Corridors***COMMITTEE ACTION:**

Committee of the Whole.

**DATE:**

02.20.18

**BACKGROUND:**

1. The Petitioner is seeking:
  1. Conditional Use Permit (Cultural Center),
  2. Variance for Lot Width from 150' to 120'.
  3. Variance for Parking in Required Front Yard.

**KEY ISSUES:**

1. The Petitioner is seeking a Conditional Use Permit to erect a "Cultural Center" in the I – 1 Office /Research/Assembly District
2. The Ramallah Community will use this property for providing educational classes, including
  1. teaching their children to speak, read and write in Arabic, as well as tutoring for children that need assistance in core curriculum classes at their school.
  2. They will host meetings, graduation celebrations, baptisms, luncheons for their elderly, Halloween, Christmas and Easter parties for the children.
  3. It will also allow them to continue their successful youth initiative of teaching traditional line dance classes, which is an enjoyable way of preserving their culture with their youth.
3. Minimum lot width for an I – 1 property is 150 feet. This property is 120 feet wide.
4. The proposed development also puts 6 parking spaces within the required front yard.

**ALTERNATIVES:**

Discretion of the Committee of the Whole.

**RECOMMENDATION:**

1. The staff respectfully recommends that the Conditional Use Permit and Variances be approved.
2. At the Public Hearing on February 6, 2018, the Community Development Commission voted unanimously (4-0) to recommend approval of the Requests with the conditions recommended by staff (attached). Motion passed.

**BUDGET IMPACT:**

n/a

**ACTION REQUIRED:**

Approval of an Ordinance granting a Conditional Use Permit and Variances for the Ramallah School Cultural



Center, located at 640 County Line Road.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Aerial & Zoning	2/1/2018	Backup Material
Legal Notice	2/1/2018	Backup Material
Application	2/1/2018	Backup Material
Applicant Letter	2/1/2018	Backup Material
Staff Report	2/1/2018	Executive Summary
Pages from Active Transportation Plan	2/1/2018	Backup Material
Plans	2/1/2018	Backup Material
Plat of Survey	2/1/2018	Backup Material
Draft Ordinance	2/12/2018	Ordinance



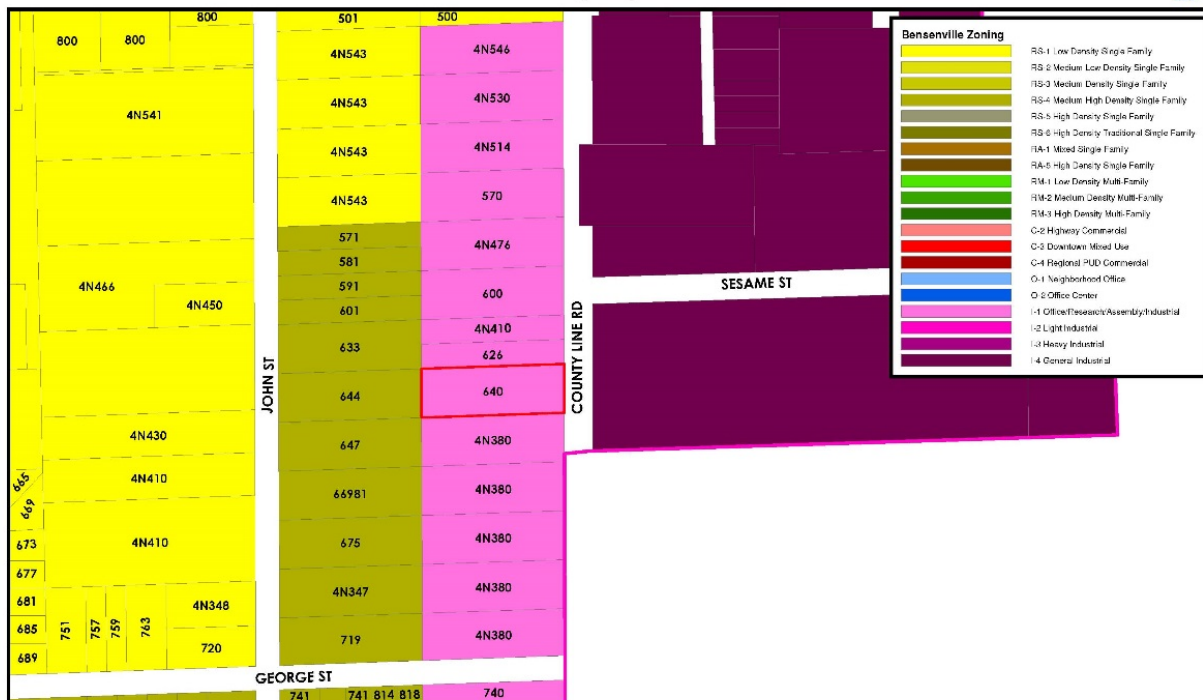
# Village of Bensenville

640 S County Line Rd



# Village of Bensenville

Zoning Map



**LEGAL NOTICE/PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that on Tuesday, February 6, 2018 at 6:30 P.M., the Community Development Commission of the Village of Bensenville, Du Page and Cook Counties, will hold a Public Hearing to review Case No. 2017 – 33 to consider a request for:

Conditional Use Permit, Cultural Center  
Municipal Code Section 10 – 9A – 3; and

Variance, Lot Width  
Municipal Code Section 10 – 9A – 4A – 2; and

Variance, Parking in Required Front Yard  
Municipal Code Section 10 – 9A – 4B.

640 County Line Road is in an I – 1 Office/Research/Assembly/Industrial District. The Public Hearing will be held in the Village Board Room at Village Hall, 12 S. Center Street, Bensenville, IL.

The Legal Description is as follows:

OF LOT 9 IN BLOCK 4 IN BENSENVILLE FARMS, BEING A SUBDIVISION IN SECTION 24, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1923 AS DOCUMENT 171311, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 640 County Line Road, Bensenville, IL 60106.

Rosemary Gerardi of 4520 N Osage Avenue, Norridge, IL 60706 is the owner and Ramallah School Cultural Center of 1524 Willow Creek Lane, Darien, IL 60561 the applicant for the subject property.

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

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend and will be heard at the Public Hearing. Written comments will be accepted by the Community and Economic Development Department through February 6, 2018 until 5:00 P.M.

Office of the Village Clerk  
Village of Bensenville

**TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT  
January 18, 2018**

12-28-17 2017-33 7814

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 640 COUNTY LINE RD. BENSENVILLE

Property Index Number(s) (PIN): #03-24-209-020-0000

A. OWNER:

Name: ROSEMARY GERARD  
 Corporation (if applicable):  
 Street: 4520 N. OZARKE  
 City: NOZZESSE State: ILLINOIS Zip Code: 60706  
 Contact Person: Frank Gerard Telephone Number & Email Address: 708-774-4004 GERARD, FRANK - frank@cs666.net

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

Owner Signature: Date: 11/22/17

B. APPLICANT: ☒ Check box if same as owner

X Name: RAMALLAH SCHOOL CULTURAL CENTER  
 Corporation (if applicable):  
 Street: 1524 WILLOW CREEK LANE City: DARIEN IL Zip Code: 60561  
 Contact Person: RANDA KANDAH Telephone Number & Email Address: 630-910-3495 RK1524@AOL.COM  
 Relationship of Applicant to subject property: PRESIDENT

Applicant Signature: Randa Kandah Date: 11-22-17

C. ACTION REQUESTED (Check applicable):

- ☐ Annexation
- ☒ Conditional Use Permit
- ☐ Master Sign Plan
- ☐ Planned Unit Development\*
- ☐ Plat of Subdivision
- ☐ Rezoning (Map Amendment)
- ☐ Site Plan Review
- ☐ Variance

\*See staff for additional information on PUD requests

\*\*Item located within this application packet.

SUBMITTAL REQUIREMENTS (1 original & 1 copy of each):

- ☒ Affidavit of Ownership\*\* (signed/notarized)
- ☒ Application\*\*
- ☒ Approval Criteria
- ☒ Legal Description of Property
- ☒ Plat of Survey
- ☒ Site Plan
- ☒ Building Plans & Elevations
- ☒ Engineering Plans
- ☒ Landscape Plan
- ☒ Review Fee (Application Fee + Escrow)
- ☒ Escrow agreement and deposit\*\*
- ☐ Digital Submission of all application materials (CD)



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

NARRATIVE ATTACHED

**D. PROJECT DATA:**

1. General description of the site: VACANT INDUSTRIAL USE.
2. Acreage of the site: .99 ACRE Building Size (if applicable): NONE
3. Is this property within the Village limits? (Check applicable below)  
☒ Yes  
☐ No, requesting annexation  
☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.
4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)  
N/A

**5. Character of the site and surrounding area:**

	Zoning	Existing Land Use	Jurisdiction
Site:	<u>I-1</u>	<u>VACANT</u>	<u>BENSENVILLE</u>
North:	<u>I-1</u>	<u>INDUSTRIAL</u>	<u>"</u>
East:		<u>VACANT</u>	<u>COOK COUNTY</u>
South:	<u>I-1</u>	<u>INDUSTRIAL</u>	<u>BENSENVILLE</u>
West:	<u>RS-4</u>	<u>CHURCH</u>	<u>BENSENVILLE</u>

**E. DEVELOPER'S STAFF (if applicable):**

**ARCHITECT**

Name: ALLIED DESIGN  
Telephone: 847-471-9567  
Email: SMB@AGSSI.COM

**ENGINEER:**

Name: SAME  
Telephone:  
Email:

**ATTORNEY**

Name: ADAM KANDAH  
Telephone: 708-237-9000  
Email: ZANAVEDLAW@GMAIL.COM

**OTHER**

ZONING CONSULTANT  
Name: ANTHONY A. BONAVOLONTA  
Telephone: 630-980-0602  
Email: AABXXI@AOL.COM

**F. APPROVAL CRITERIA:**

1. Select the "Approval Criteria" from the list(s) found on the pg. 6 – 7 pertaining to the applicant's request(s).
2. The applicant must compose a letter describing how the request(s) specifically meets the individual criteria from the list. The CDC will be unable to recommend approval of a request without a response to the pertinent "Approval Criteria."

November 1, 2017

Village of Bensenville  
12 South Center Street  
Bensenville, IL 60106

Dear Members of the Board,

The Ramallah Community of Chicago was established in 1959 when our founding fathers immigrated to the United States from Ramallah, a small village located north of Jerusalem.

The mission of our club is to perpetuate the Ramallah family by means of providing educational, humanitarian, charitable, and cultural programs as well as social interaction; to promote our culture and preserve our heritage.

To make adjusting to life in a new country easier, the small community of families would meet and socialize at the St. George Orthodox Church or at the YMCA. In 1972, we needed more room to accommodate our growing families and additional immigrant families and purchased our own building located at 2850 W. Montrose, in Chicago. We gathered there until we outgrew it again and sold it in 1988. We found a new home in 1990, located at 2700 North Central, also in Chicago, that served us well until we sold it in 2014.

As our community grew larger, our members started to leave Chicago, moving to suburbs surrounding the city in all different directions. Therefore, the building on Central was no longer convenient for its members and the need to relocate became a priority. The community members formed a building committee to research areas that would be centrally located for our members and the Bensenville area met the guidelines.

Our members, consists of professionals and business owners, including doctors, lawyers, police officers, accountants, business owners, homemakers, youth, young adults, etc. We promote humanitarian measures by encouraging the community to help other areas in need after natural disasters occur in other areas in the U.S or abroad. We host toy drives and other charitable events to help others who are in need. The community strongly encourages its youth to take part in these worthwhile causes.

The Ramallah Community would use this property for providing educational classes, including teaching our children to speak, read and write in Arabic, as well as tutoring for children that need assistance in core curriculum classes at their school. We will host meetings, graduation celebrations, baptisms, luncheons for our elderly, Halloween and Christmas and Easter parties for the children.

Our new cultural center at 640 County Line Road in Bensenville will allow us to continue our successful youth initiative of teaching traditional line dance classes, which is an enjoyable way of preserving our culture with our youth. We have two groups for beginners and advanced. The ages range from 7 to 18. They meet once a week and perform at several events throughout the year, locally and nationally and this group was a large reason for needing more space. We are very proud of our youth involvement.

If you have any questions about our organization or would like to see pictures of our events or meet with us in person, we would be happy to do so. We thank you in advance for your consideration.



### **STAFF REPORT**

**HEARING DATE:** February 6, 2018  
**CASE #:** 2017 – 33  
**PROPERTY:** 640 County Line Road  
**PROPERTY OWNER:** Rosemary Gerardi  
**APPLICANT:** Ramallah School Cultural Center  
**SITE SIZE:** 0.99 acres  
**BUILDING SIZE:** N/A  
**PIN NUMBERS:** 03-24-209-020  
**ZONING:** I – 1 Office/Research/Assembly/Industrial  
**REQUEST:** Conditional Use Permit, Cultural Center  
Municipal Code Section 10 – 9A – 3; and  
Variance, Lot Width  
Municipal Code Section 10 – 9A – 4A – 2; and  
Variance, Parking in Required Front Yard  
Municipal Code Section 10 – 9A – 4B.

### **PUBLIC NOTICE:**

1. A Legal Notice was published in the Bensenville Independent on Thursday January 18, 2018. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Thursday January 18, 2018.
3. On Thursday January 18, 2018, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

### **SUMMARY:**

The Petitioner is seeking a Conditional Use Permit to erect a “Cultural Center” in the I – 1 Office /Research/Assembly District. The Ramallah Community will use this property for providing educational classes, including teaching their children to speak, read and write in Arabic, as well as tutoring for children that need assistance in core curriculum classes at their school. They will host meetings, graduation celebrations, baptisms, luncheons for their elderly, Halloween, Christmas and Easter parties for the children. It will also allow them to continue their successful youth initiative of teaching traditional line dance classes, which is an enjoyable way of preserving their culture with their youth. The new development will require two variances. Minimum lot width for an I – 1 property is 150 feet. This property is 120 feet wide. The proposed development also puts 6 parking spaces within the required front yard.

**SURROUNDING LAND USES:**

	<b>Zoning</b>	<b>Land Use</b>	<b>Comprehensive Plan</b>	<b>Jurisdiction</b>
<b>Site</b>	I – 1	Vacant	Commercial/Industrial Flex	Village of Bensenville
<b>North</b>	I – 1	Industrial	Commercial/Industrial Flex	Village of Bensenville
<b>South</b>	I – 1	Industrial	Commercial/Industrial Flex	Village of Bensenville
<b>East</b>	I – 4	Industrial	Industrial	Village of Bensenville
<b>West</b>	RS – 4	Church	Single Family Residential	Village of Bensenville

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

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

Finance:

No issues.

Police:

Parking concerns. There is no on-street parking should they have a large event.

Engineering and Public Works:

## Public Works:

No comments.

## Engineering:

- 1) A DuPage County Stormwater Management Certification will be required for this project as the total land disturbing activity exceeds 5,000 SF.
- 2) IEPA NOI permit will NOT be required since disturbance is under 1-acre.
- 3) IEPA-Sanitary permit will be required for the new sanitary service for the proposed building. A doghouse manhole will be required to be built over the existing sanitary sewer where proposed service connects to the main.
- 4) Onsite stormwater detention will be required according to the DuPage County Stormwater and Floodplain Ordinance (DCSFO). The applicant is proposing an onsite permeable paver parking lot, which may or may not meet the volume requirement. Detailed review will be performed during final engineering.
- 5) All other DCSFO requirements will need to be satisfied including PCBMP/VCBMP. The applicant is proposing a permeable paver parking lot, which may or may not meet the volume requirement. Detailed review will be performed during final engineering.
- 6) Cook County Highway Department (CCHD) permit is required due to disturbance within the County Line Road Right-of-way.
- 7) After reviewing the FIRM, it appears there aren't floodplains on site. Per the National Wetland Inventory website, the site also does not contain any wetland or riparian areas;



however, it is the responsibility of the applicant to identify any existing special management areas on site and properly mitigate them.

- 8) In line with the Village's comprehensive bike plan, a 10-foot wide ADA complaint HMA bike path will be required along the County Line Road frontage of this development.
- 9) A detailed review of site engineering will be performed during final engineering process.

#### Community & Economic Development:

##### Economic Development:

- 1) Generally supportive of the project, contingent on the fact that the property remains on the tax roll.
- 2) This is a relatively small site and challenging to build on, so any construction is better than the parcel remaining vacant.
- 3) The proposed project would bring new visitors to the community, supporting Bensenville restaurants and retail.

##### Fire Safety:

No comments.

##### Building:

No comments at this time.

##### Planning:

- 1) The 2015 Comprehensive Plan indicates "Commercial/Industrial Flex" for this property.
- 2) The property is in the Eastern Business District as described in the CEDS and Comprehensive Plan.
- 3) A cultural center meets the definition of a flex use in this district. Of note, the rear of this property abuts a church in a residential district.
- 4) The size of the parcel makes it unbuildable without the appropriate width variance. Minimum width in the I – 1 district is 150 feet.
- 5) Staff used the parking standard for "Dance or meeting hall" of 0.25 space per person design capacity when calculating parking. The provided floor plans show a 200 person capacity. A minimum of 50 parking spaces must be provided. They show 56 stalls.
- 6) The applicant shows 6 stalls in the required front yard. Although they could eliminate those stalls and still meet the minimum requirements for this use, many comments from staff showed concerns about parking. Staff recommends leaving the 6 stalls in the plans and requesting the variance for parking in required front yard.
- 7) A 10-foot side bike path is planned for County Line Road. The landscaping plans show street trees in the right of way. Staff recommends that no trees be planted in that area. Trees should be moved to the 8 feet of area in front of the parking with the smaller landscaping as shown in the plan can and should remain as a buffer.
- 8) No signage plans were submitted with this application. A monument sign and canopy are shown in the site plan.
- 9) On architectural rendering, the canopy shows a diagonal support from the ground up on the middle image. Staff would like to confirm this is an error.

#### **APPROVAL CRITERIA FOR CONDITIONAL USES:**

The Community Development Commission shall not recommend approval of the Conditional Use Permit without determining that the request meets the following approval criteria and making certain findings of fact. The Applicant has provided the following Findings of Fact:

1. **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.

*Response: Traffic will not have much impact on County Line Road because we generally meet on weekends. And if we meet during the week it will be evenings after 6 o'clock.*

2. **Environmental Nuisance:** The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district.

*Response: No effect on Environment relating to Noise, Glare, Odor, Dust or Disposal. We are not industrial building, we are Cultural Center.*

3. **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

*Response: Our building will enhance the area. The development of the new building will improve the quality of the existing industrial area.*

4. **Use of Public Services and Facilities:** The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

*Response: We will have very little impact on the existing utilities since we are there once or twice a week weekends or evenings.*

5. **Public Necessity:** The proposed use at the particular location requested is necessary to provide a service or a facility, which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community.

*Response: We selected the site because of the location and it is easy access to our members that live in the village and the surrounding suburbs.*

6. **Other Factors:** The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the conditional use in its proposed location.

*Response: Our building use is in harmony and is compatible with other buildings and uses in the area. We will be paying our taxes just like any other building.*

Conditional Use Approval Criteria	Meets Criteria	
	Yes	No
1. Traffic	X	
2. Environmental Nuisance	X	
3. Neighborhood Character	X	
4. Public Services and Facilities	X	
5. Public Necessity	X	
6. Other Factors	X	

#### **APPROVAL CRITERIA FOR VARIANCES:**

The Community Development Commission shall not recommend nor shall the Village Board grant a variance unless it shall make findings based upon the evidence presented to it in each specific case that:

- 1. Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

*Response: The site is 120' wide and the minimum site width is 150'. The site cannot be enlarged and we have designed a structure that we believe fits well on the site. We have added more parking stalls than the required number to ensure that there are no issues in the parking. By doing this we encroached into the front yard setback. We have left 8.5' of landscape area between the parking & the property line so that adequate landscaping can be provided between parking & property line.*

- 2. Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

*Response: We cannot change the size of the site and we would like to have a few more parking stalls than what is required. Ownership feels this is an ideal location for their center. There are no other sites in the area that meets the requirements of both cost & location so if not approved they would abandon this much anticipated center.*

- 3. Circumstances Relate to Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

*Response: The restraints to the size of the site, which is fixed and not alterable is the reason these 2 variations are needed to make the site usable.*

- 4. Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto,

of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

***Response: We know these variances are required to proceed any further in the development of this site.***

- 5. Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

***Response: As the site stands, it cannot be developed without these variations. We feel that development of this site adds to the surrounded sites and it will not change nor lessens the appearance of this area.***

- 6. Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

***Response: This property cannot be developed without these variations and the site will remain vacant.***

- 7. Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

***Response: Development of this site will not diminish the character of the area but will help improve the area.***

- 8. Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

***Response: If these variances are approved it will not in any way interfere or change the intended use adopted by the Village of Bensenville in their Development Plan.***

- 9. Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

***Response: If these variances are approved this development can move ahead for approval and construction.***

<b>Variances Approval Criteria</b>	<b>Meets Criteria</b>	
	<i>Yes</i>	<i>No</i>
1. Special Circumstances	X	
2. Hardship	X	
3. Circumstances relate to the Property	X	
4. Not Resulting from Applicant Actions	X	
5. Preserve Rights Conferred By District	X	
6. Necessary for the Use of the Property	X	
7. Not Alter Local Character	X	
8. Consistent with Title and Plan	X	
9. Minimum Variance Needed	X	

### **RECOMMENDATIONS:**

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Conditional Use Permit and Variances for Ramallah School Cultural Center with the following conditions:

1. The Conditional Use Permit be granted solely to the Ramallah School Cultural Center and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of the sale or lease of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit, and
2. A 10-feet wide ADA complaint HMA bike path will be required along the County Line Road frontage of this development, and
3. Applicant will work with staff on final landscaping plan.

Respectfully Submitted,  
Department of Community  
& Economic Development

## SHARED USE PATHS

Shared use paths provide a dedicated, off-street space for both pedestrians and cyclists. They are a good solution for corridors that have higher traffic counts, higher vehicle speeds, and few driveway entrances and curb cuts. They can provide a pleasant riding experience for a wide range of cyclists, including those with a low tolerance for sharing the road with motorized traffic, and they tie in well with regional trail networks. Driveway entrances and street intersections are particularly dangerous conflict points for cyclists; shared use path applications should minimize both, where possible. For paths with a high volume of pedestrians and cyclists, the Village should educate users about etiquette, rights, and responsibilities.

**THORNDALE AVENUE:** Presently, the Village of Bensenville is partnering with DuPage County, the Chicago Metropolitan Agency for Planning, and the Tollway Authority to expand the Elgin O'Hare Western Access (EOWA) project along Thorndale Avenue. This represents an opportunity for the communities along the corridor to develop a dedicated bicycle and pedestrian path parallel to the corridor. For Bensenville, the trail could ultimately provide a dedicated connection to the Salt Creek Trail and other regional destinations. At the writing of this plan, the designs for the expressway are still underway. The Village should continue to work with its partner agencies to ensure that a dedicated bicycle and pedestrian path be included in the final project plans. A shared use path is proposed along the south side of existing Thorndale Ave from IL-83 to York Rd as part of the EOWA construction in upcoming years.

**YORK ROAD:** There are sidewalks along one side of York Road for most of its reach across Bensenville. However, there are some gaps in the sidewalk network, and many of the existing sidewalks are too narrow to safely accommodate pedestrians and cyclists. The Village of Bensenville should install a shared use path on York Road to provide better north/south connectivity. Some of the work may be done in conjunction with the EOWA expansion.

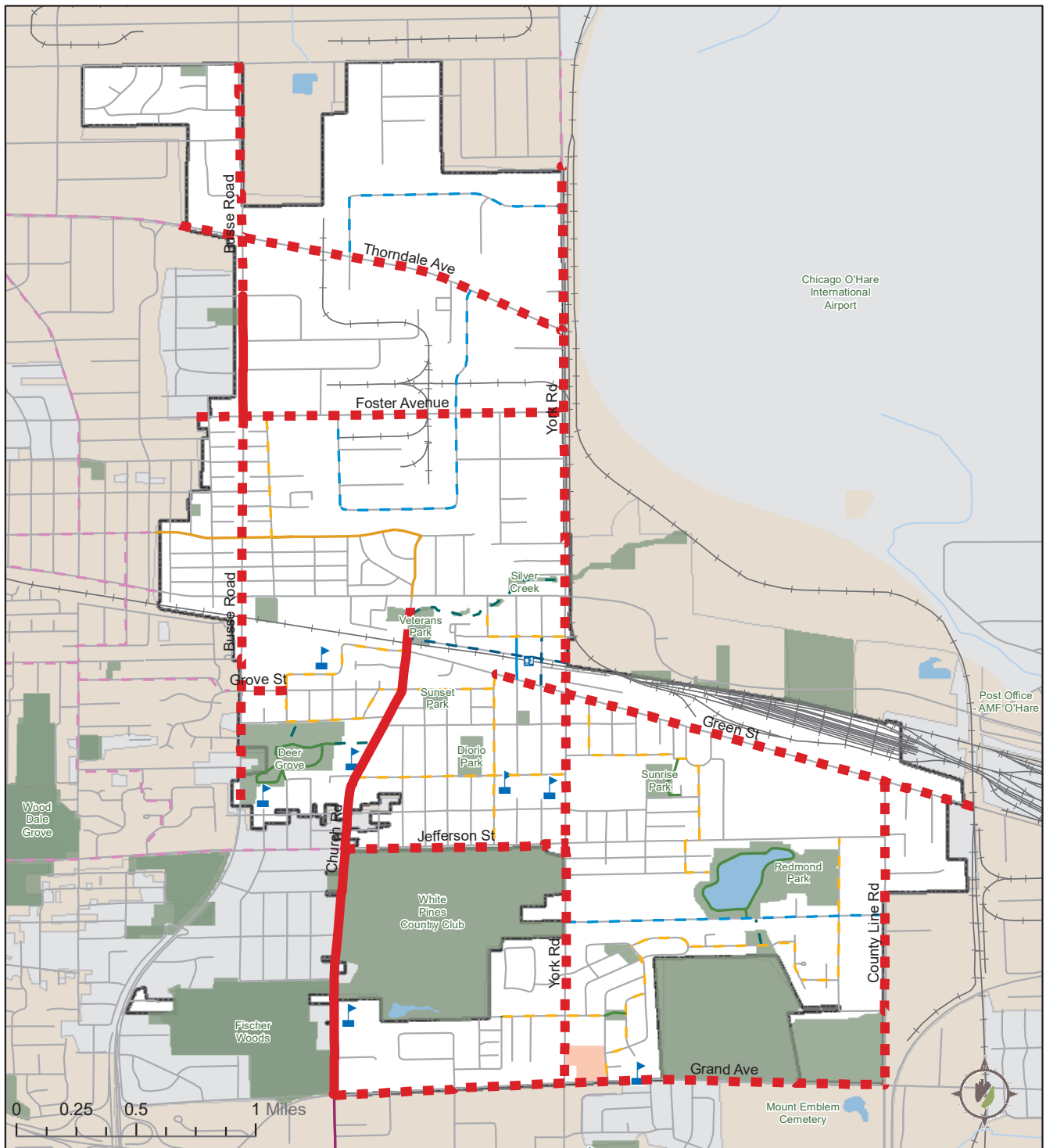
**GRAND AVENUE:** Grand Avenue lies on the border of Bensenville and Elmhurst. A sidewalk was recently installed on the north side of Grand Avenue within Bensenville's boundaries. It provides good connectivity to the stores and services along the corridor, however, it is narrow and may not accommodate large numbers of pedestrians and cyclists if rates of active transportation rise in the future. Bensenville may want to coordinate with the City of Elmhurst in the future to install a shared use path on the south side of Grand Avenue.

**CHURCH ROAD:** The Village is working to install a shared use path along Church Road from Grand Avenue to Jefferson Street and has funding to continue the shared use path to Irving Park Road in 2017.

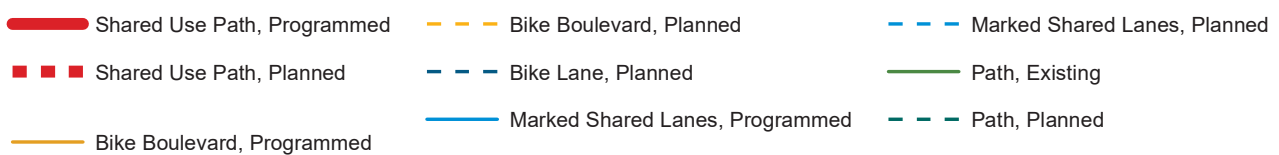
**JEFFERSON STREET/THIRD AVENUE:** This route provides a good east/west connection through the southern half of Bensenville, linking cyclists to Redmond Park and the Ice Arena. Like Church Road, there is currently insufficient right-of-way for both bike lanes and parking lanes, and the traffic volume along the road are too high for bike boulevard treatments. The Village may want to consider purchasing ROW on the north side of the street between Church and York to construct a shared use path.

**COUNTY LINE ROAD:** County Line Road is a regional connector and connects to a new hotel that is being developed in Bensenville. The Village should coordinate with Cook County to develop a shared use path along County Line Road.

**GREEN STREET:** Green Street is the most suitable route to connect Bensenville to Franklin Park and eventually on to the City of Chicago. Additional analysis will need to be conducted to determine which segments can be constructed in conjunction with the EOWA project.

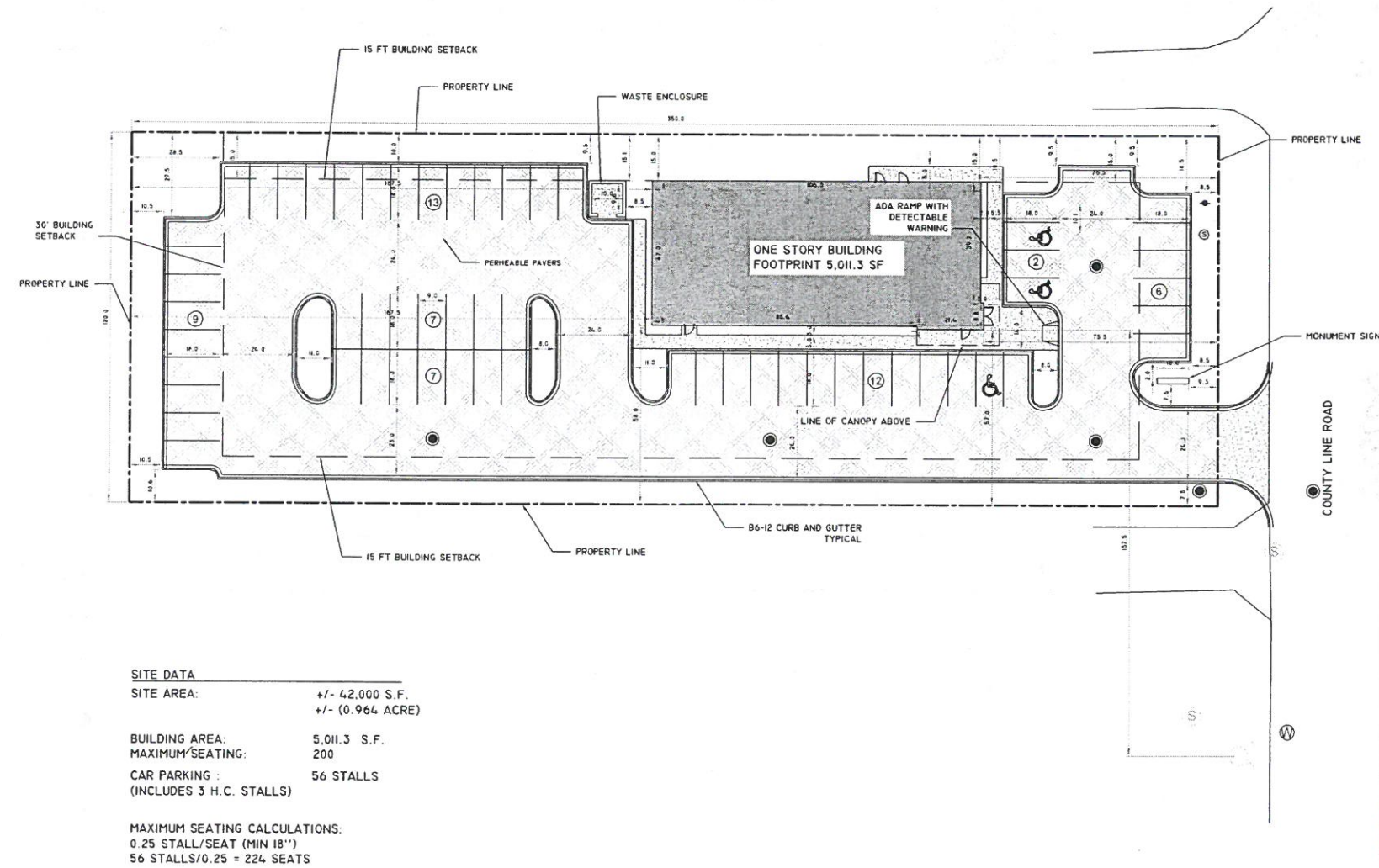


## Proposed Shared Use Paths





**Damas Consulting Group**  
5625 MIDDAGH AVE  
Downers Grove, IL 60516  
Ph 630-991-3299 FAX 630-541-2382



SITE PLAN  
SCALE 1:20

[illegible]

PROJECT NAME: CULTURAL CENTER  
640 COUNTY LINE ROAD  
BENSENVILLE, IL 60126

DATE STARTED: 12-14-17	DRAWN BY: KM
JOB NO:	FILE NO:

SHEET NO: A-1.0  
TITLE :  
SITE PLAN

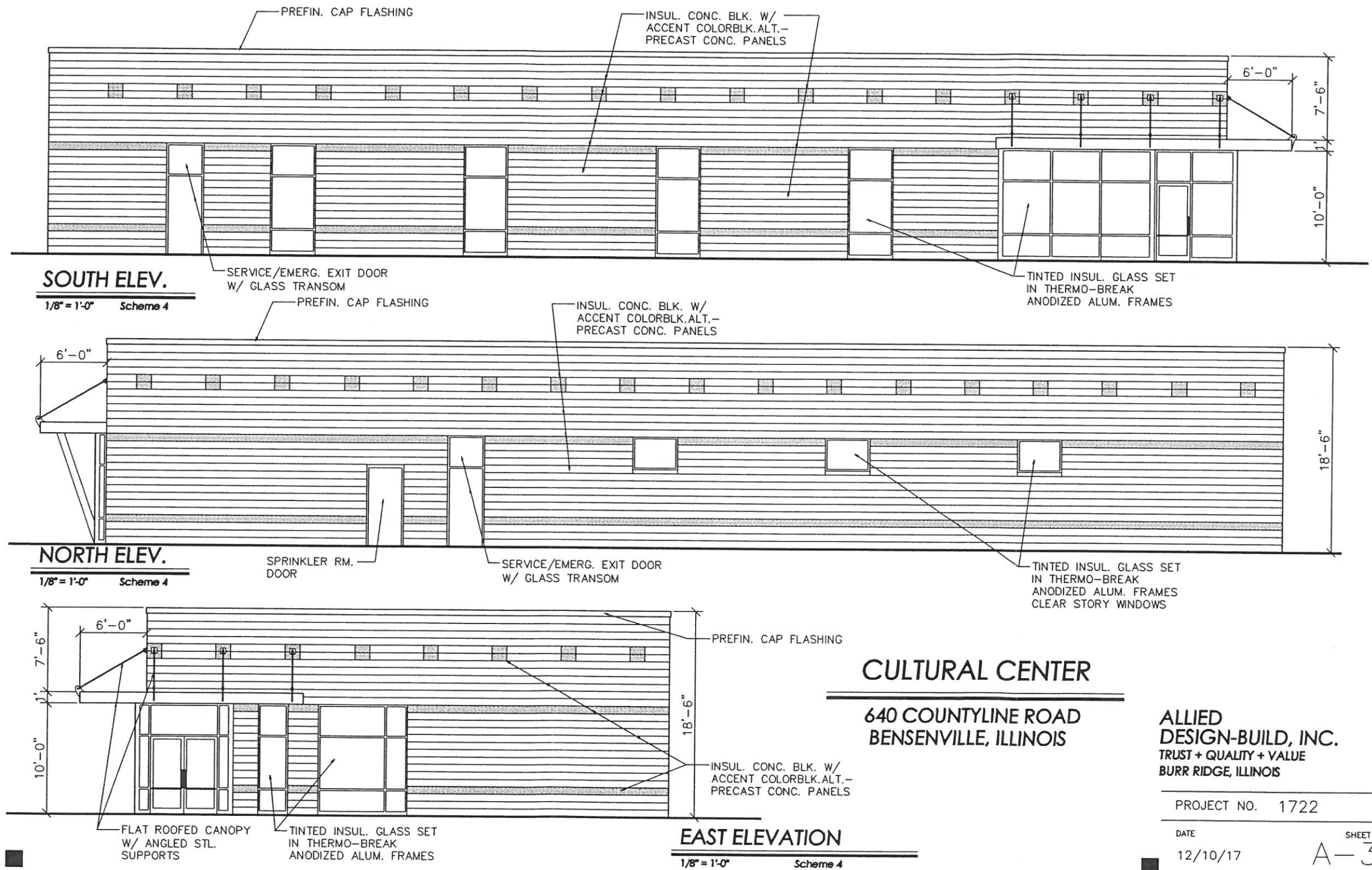



$$\frac{1}{8}'' = 1'-0''$$

640 COUNTYLINE ROAD  
BENSENVILLE, ILLINOIS

A —





## CULTURAL CENTER

640 COUNTYLINE ROAD  
BENSENVILLE, ILLINOIS

**ALLIED  
DESIGN-BUILD, INC.**  
TRUST + QUALITY + VALUE  
BURR RIDGE, ILLINOIS

PROJECT NO. 1722

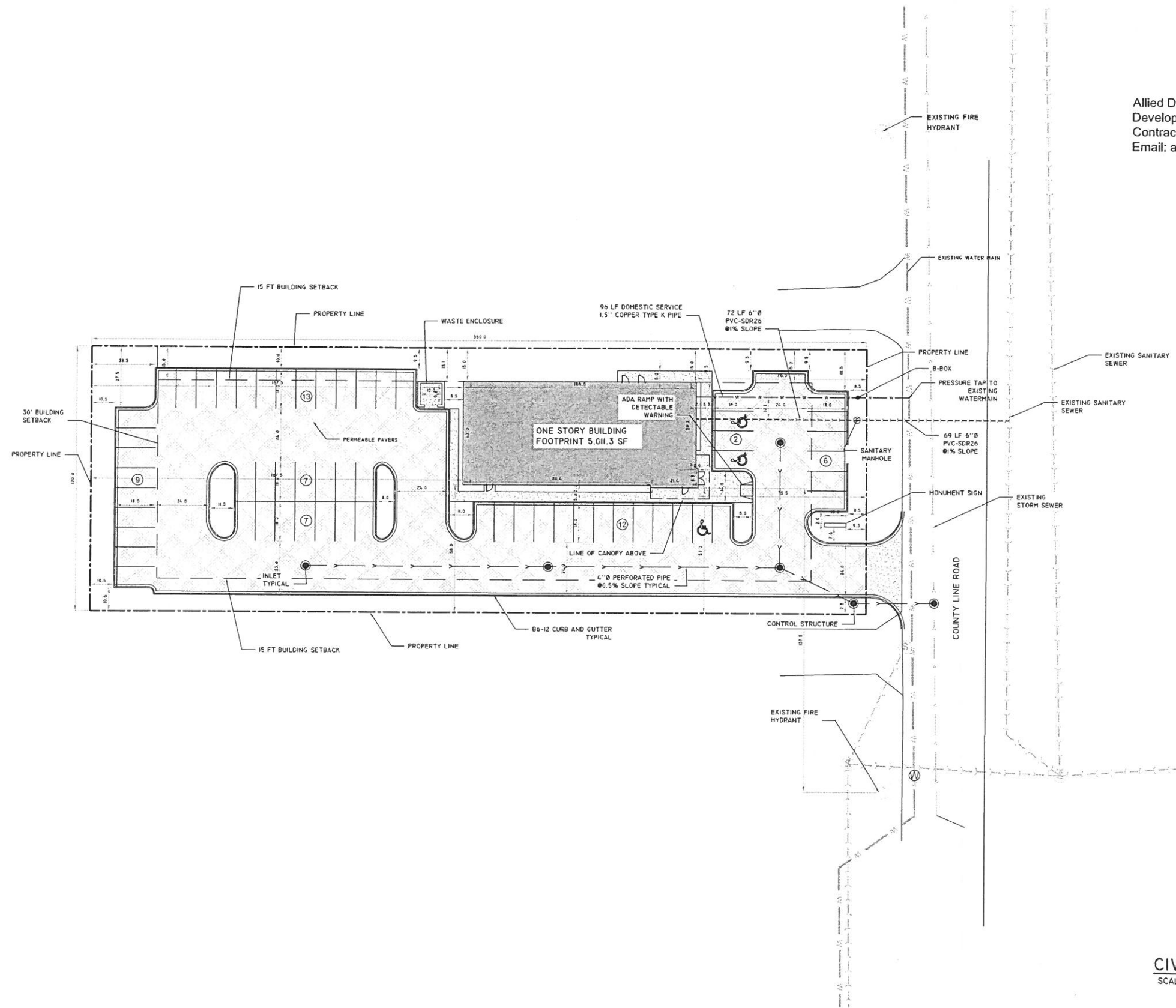
DATE  
12/10/17

SHEET  
A-3

[illegible]

DATE STARTED:	DRAWN BY:
14-17	KMI
JOB NO:	FILE NO:

SHEET NO: C-1.0  
 TITLE :  
 CIVIL PLAN



CIVIL PLAN  
SCALE 1:20

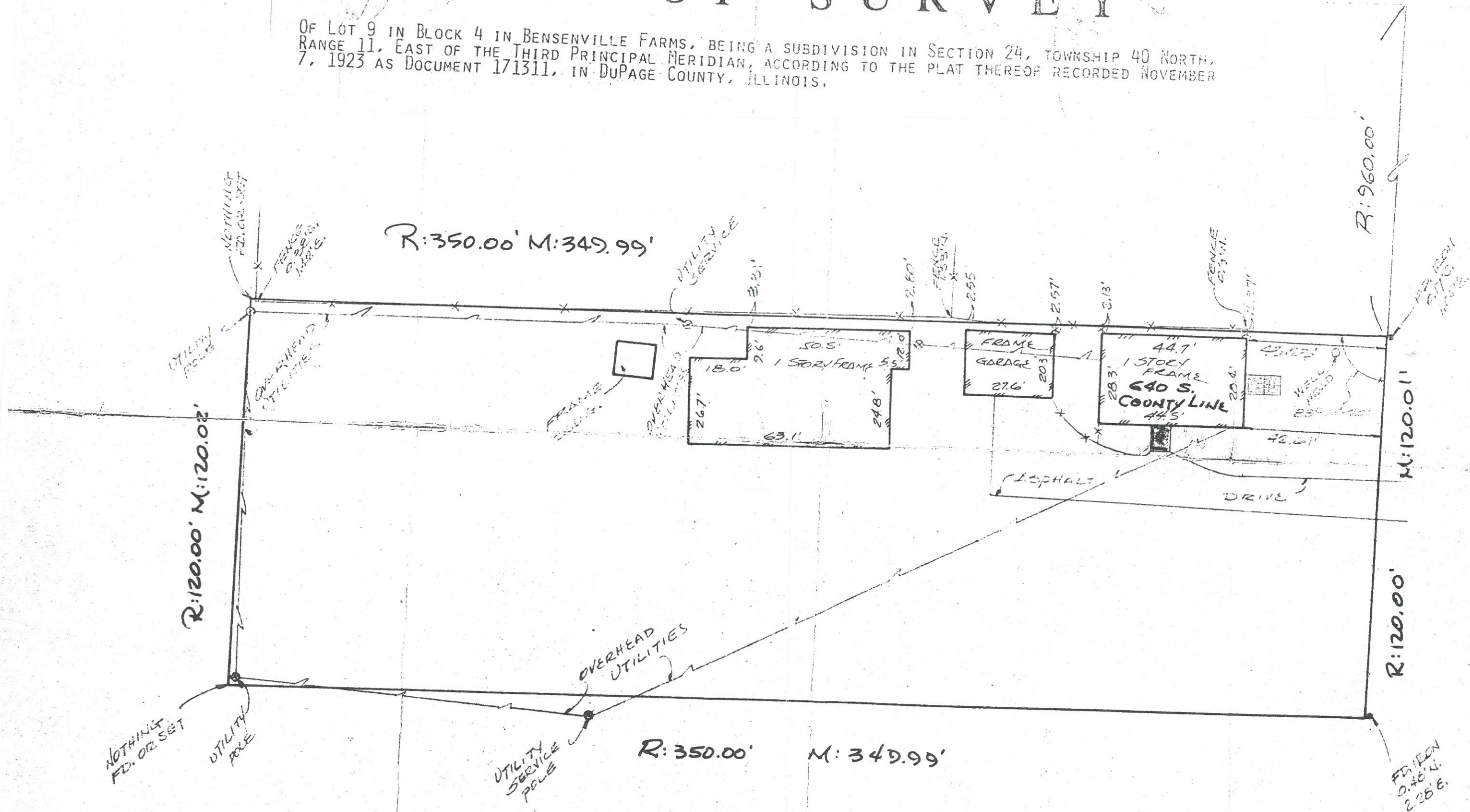


4N15W

JN 60371

# PLAT OF SURVEY

OF LOT 9 IN BLOCK 4 IN BENSenville FARMS, BEING A SUBDIVISION IN SECTION 24, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1923 AS DOCUMENT 171311, IN DUPAGE COUNTY, ILLINOIS.



COUNTY LINE R.D.  
1" = 30'-0"

**ORDINANCE # \_\_\_\_\_**

**AN ORDINANCE GRANTING APPROVAL OF A CONDITIONAL USE PERMIT TO  
ALLOW A CULTURAL CENTER, AND  
VARIANCES TO LOT WIDTH AND REQUIRED FRONT YARD  
AT 640 COUNTY LINE ROAD, BENSENVILLE, ILLINOIS**

**WHEREAS**, Rosemary Gerardi (“Owner”) and Ramallah School Cultural Center (“Applicant”) filed an application for Conditional Use Permit, Cultural Center, Municipal Code Section 10 – 9A – 3; Variance, Lot Width, Municipal Code Section 10 – 9A – 4A – 2; and Variance, Parking in Required Front Yard, Municipal Code Section 10 – 9A – 4B of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 640 County Line Road, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

**WHEREAS**, Notice of Public Hearing with respect to the Conditional Use Permit and Variances sought by the Applicant was published in the Bensenville Independent on Thursday, January 18, 2018 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on February 6, 2018 as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, after hearing the application, the Community Development Commission agreed with the findings of fact submitted by Applicant recommending approval of the Conditional Use and Variances and, thereafter, voted unanimously (4-0) to recommend approval of the conditional use and variances, and forwarded its recommendations, including the Staff Report and findings relative to the conditional use and variances to the Village Board Committee of the Whole, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

**WHEREAS**, on February 20, 2018 the Village Board Committee of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

**WHEREAS**, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested Conditional Use Permit and Variances as recommended by the Community Development Commission to allow the Conditional Use Permit and Variances is consistent with the Zoning Ordinance.

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

**SECTION ONE:** That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

**SECTION TWO:** That the Staff Report and Recommendation to approve the Conditional Use Permit and Variances sought, as allowed by the Zoning Ordinance, Sections 10 – 9A – 3, 10 – 9A – 4A – 2 and 10 – 9A – 4B as adopted by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Conditional Use Permit and Variances is proper and necessary.

**SECTION THREE:** That the Conditional Use Permit for Cultural Center and Variances to allow a reduction in Lot Width and Required Front Yard as sought by the Applicant of the Subject Property is hereby granted.

**SECTION FOUR:** That the Conditional Use Permit and Variances sought by the Owner/Applicant on the Subject Property is hereby approved with the following conditions:

1. The Conditional Use Permit be granted solely to the Ramallah School Cultural Center and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of the sale or lease of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to

- petition for a new public hearing before the CDC for a new Conditional Use Permit, and
2. A 10-foot wide ADA complaint HMA bike path will be required along the County Line Road frontage of this development, and
  3. Applicant will work with staff on final landscaping plan.

**SECTION FIVE:** That all requirements of the Zoning Ordinance shall be applicable except as allowed by the Conditional Use Permit and Variances granted herein.

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

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



**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, this 27th day of February 2018.

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_,  
Nancy Quinn, Village Clerk

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

NAYES: \_\_\_\_\_

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

Ordinance # \_\_\_\_- 2018  
Exhibit "A"

The Legal Description is as follows:

OF LOT 9 IN BLOCK 4 IN BENSENVILLE FARMS, BEING A SUBDIVISION IN SECTION 24, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1923 AS DOCUMENT 171311, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 640 County Line Road, Bensenville, IL 60106.

**Ordinance # \_\_\_\_ - 2018**  
**Exhibit “B”**  
**Findings of Fact**

Mr. Pozsgay reviewed the approval criteria for the proposed Conditional Use request consisting of:

1. **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.

*Response: Traffic will not have much impact on County Line Road because we generally meet on weekends. And if we meet during the week it will be evenings after 6 o'clock.*

2. **Environmental Nuisance:** The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district.

*Response: No effect on Environment relating to Noise, Glare, Odor, Dust or Disposal. We are not industrial building, we are Cultural Center.*

3. **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

*Response: Our building will enhance the area. The development of the new building will improve the quality of the existing industrial area.*

4. **Use of Public Services and Facilities:** The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

*Response: We will have very little impact on the existing utilities since we are there once or twice a week weekends or evenings.*

5. **Public Necessity:** The proposed use at the particular location requested is necessary to provide a service or a facility, which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community.

*Response: We selected the site because of the location and it is easy access to our members that live in the village and the surrounding suburbs.*

6. **Other Factors:** The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the conditional use in its proposed location.

***Response: Our building use is in harmony and is compatible with other buildings and uses in the area. We will be paying our taxes just like any other building.***

Mr. Pozsgay reviewed the approval criteria for the proposed variance requests consisting of:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

***Response: The site is 120' wide and the minimum site width is 150'. The site cannot be enlarged and we have designed a structure that we believe fits well on the site. We have added more parking stalls than the required number to ensure that there are no issues in the parking. By doing this we encroached into the front yard setback. We have left 8.5' of landscape area between the parking & the property line so that adequate landscaping can be provided between parking & property line.***

2. **Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

***Response: We cannot change the size of the site and we would like to have a few more parking stalls than what is required. Ownership feels this is an ideal location for their center. There are no other sites in the area that meets the requirements of both cost & location so if not approved they would abandon this much anticipated center.***

3. **Circumstances Relate to Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

***Response: The restraints to the size of the site, which is fixed and not alterable is the reason these 2 variations are needed to make the site usable.***

4. **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

***Response: We know these variances are required to proceed any further in the development of this site.***

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

***Response: As the site stands, it cannot be developed without these variations. We feel that development of this site adds to the surrounded sites and it will not change nor lessens the appearance of this area.***

6. **Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

***Response: This property cannot be developed without these variations and the site will remain vacant.***

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

***Response: Development of this site will not diminish the character of the area but will help improve the area.***

8. **Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

***Response: If these variances are approved it will not in any way interfere or change the intended use adopted by the Village of Bensenville in their Development Plan.***

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

***Response: If these variances are approved this development can move ahead for approval and construction.***

Mr. Pozsgay stated Staff recommends the approval of the findings of fact as they appear above and therefor recommend approval of the requests with the following conditions:

1. The Conditional Use Permit be granted solely to the Ramallah School Cultural Center and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of the sale or lease of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit, and
2. A 10-foot wide ADA complaint HMA bike path will be required along the County Line Road frontage of this development, and
3. Applicant will work with staff on final landscaping plan.

There were no questions from the Commissioners.

Motion: Commissioner King made a motion to close CDC Case No. 2017-33. Commissioner Ciula seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Moruzzi, King

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 6:54 p.m.

Motion: Commissioner Moruzzi made a combined motion to approve the Findings of Fact for CDC Case No. 2017-33 as presented by Staff and to approve the Conditional Use Permit for a Cultural Center (Municipal Code Section 10-9A-3). Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Moruzzi, King

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Moruzzi made a combined motion to approve the Findings of Fact for CDC Case No. 2017-33 as presented by Staff and to approve

the Variance request for Lot Width (Municipal Code Section 10-9A-4A-2). Commissioner Ciula seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Moruzzi, King

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Moruzzi made a combined motion to approve the Findings of Fact for CDC Case No. 2017-33 as presented by Staff and to approve the Variance request for Parking in Required Front Yard (Municipal Code Section 10-9A-4B). Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Moruzzi, King

Nays: None

All were in favor. Motion carried.

---

Ronald Rowe, Chairman  
Community Development Commission

**TYPE:**Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**02.20.08**DESCRIPTION:**

Consideration of an Ordinance Approving Variances (Porch in Front Yard and Attached Structures) for the applicant Karolina Morawiec, located at 210 Miner Street

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**☐*Financially Sound Village*☒*Enrich the lives of Residents**Quality Customer Oriented Services**Major Business/Corporate Center*

X

*Safe and Beautiful Village**Vibrant Major Corridors***COMMITTEE ACTION:**

Committee of the Whole

**DATE:**

02.20.18

**BACKGROUND:**

The Petitioner is seeking a Variance for a unpermitted front Porch at 210 S Miner St. The porch encroaches 5 feet into the required front yard setback.

**KEY ISSUES:**

1. The Petitioner is seeking a Variation to reduce the required front yard.
2. Petitioner obtained a Building Permit to re-roof the single-family residence but also erected a roofed front porch that was not permitted.
3. Upon inspection, the roofed front porch was detected and the need for the variation determined. In the RS – 5 District a 30' front yard is required.
4. The unpermitted covered porch reduces the front yard to approximately 25'.

**ALTERNATIVES:**

Discretion of the Committee of the Whole.

**RECOMMENDATION:**

1. The staff respectfully recommends that the Variances be approved.
2. At the Public Hearing on February 6, 2018, the Community Development Commission voted unanimously (4-0) to recommend approval of the Requests with the conditions recommended by staff (attached). Motion passed.

**BUDGET IMPACT:**

n/a

**ACTION REQUIRED:**

Approval of an Ordinance granting Variances (Porch in Front Yard and Attached Structures) for the applicant Karolina Morawiec, located at 210 Miner Street.

**ATTACHMENTS:****Description****Upload Date****Type**

Aerial &amp; Zoning Maps

2/1/2018

Backup Material

Legal Notice

2/1/2018

Backup Material



Application	2/1/2018	Backup Material
Staff Report	2/1/2018	Executive Summary
Plans	2/1/2018	Backup Material
Plat of Survey	2/1/2018	Backup Material
Draft Ordinance	2/12/2018	Ordinance



# Village of Bensenville

210 S Miner

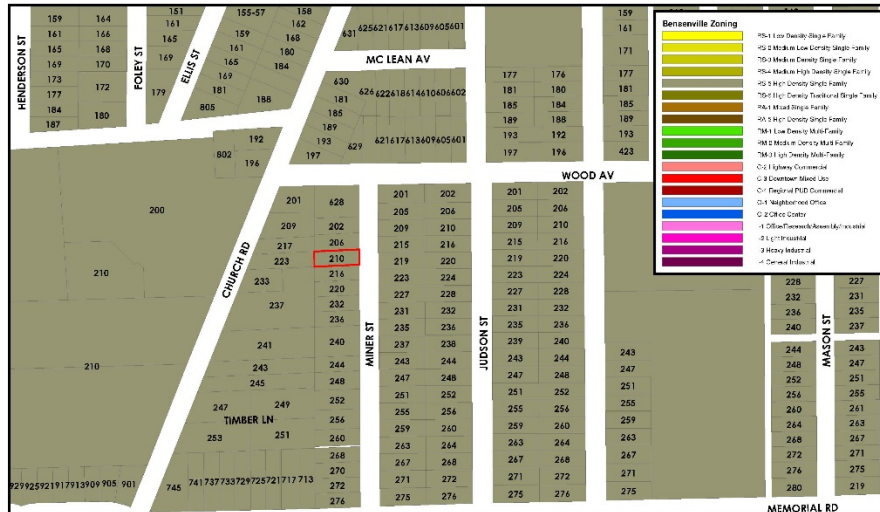


Date: 1/4/2018



# Village of Bensenville

Zoning Map



**LEGAL NOTICE/PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that on Tuesday, February 6, 2018 at 6:30 P.M., the Community Development Commission of the Village of Bensenville, Du Page and Cook Counties, will hold a Public Hearing to review Case No. 2018 – 01 to consider a request for:

Variance, Porch in Front Yard setback  
Municipal Code Section 10 – 5E – 4B; and

Variance, Attached Structures  
Municipal Code Section 10 – 14 – 13 – 2a.

210 S Miner Street is in a RS – 5 High Density Single Family District. The Public Hearing will be held in the Village Board Room at Village Hall, 12 S. Center Street, Bensenville, IL.

The Legal Description is as follows:

LOT 3 IN BLOCK 1 IN FRANCIS E. SUTER'S SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 210 S Miner Street, Bensenville, IL 60106.

Karolina Morawiec of 210 S Miner St is the owner and applicant for the subject property.

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

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend and will be heard at the Public Hearing. Written comments will be accepted by the Community and Economic Development Department through February 6, 2018 until 5:00 P.M.

Office of the Village Clerk  
Village of Bensenville

**TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT  
January 18, 2018**

For Office Use Only

Date of Submission: 1-3-18 MUNIS Account #: 7822 CDC Case #: 2018-01

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 210 MINER ST., BENSENVILLE, IL 60106

Property Index Number(s) (PIN): 03-14-318-023

A. PROPERTY OWNER:

KAROLINA KRUPA MORAWIEC N/A  
 Name Corporation (if applicable)  
210 MINER ST.  
 Street  
BENSENVILLE IL 60106  
 City State Zip Code  
KAROLINA MORAWIEC 773-563-2767 maxmorawiec@gmail.com  
 Contact Person Telephone Number & Email Address

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

Property Owner Signature: [Signature] Date: 12/27/17

B. APPLICANT: ☒ Check box if same as owner

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

Relationship of Applicant to subject property

Applicant Signature: [Signature] Date: 12/27/17

C. ACTION REQUESTED (Check applicable):

- ☐ Annexation
- ☐ Conditional Use Permit
- ☐ Master Sign Plan
- ☐ Planned Unit Development\*\*
- ☐ Plat of Subdivision
- ☐ Rezoning (Map Amendment)
- ☐ Site Plan Review
- ☒ Variance

\*Item located within this application packet.

\*\*See staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS (1 original & 1 copy of each):

- ☒ Affidavit of Ownership\* (signed/notarized)
- ☒ Application\*
- ☒ Approval Criteria
- ☒ Legal Description of Property
- ☒ Plat of Survey
- ☐ Site Plan
- ☒ Building Plans & Elevations
- ☐ Engineering Plans
- ☐ Landscape Plan
- ☒ Review Fee (Application Fee + Escrow)
- ☒ Escrow agreement and deposit\*
- ☐ Digital Submission of all application materials (CD)

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

The principal structure (including the front porch) is at 29.93 feet on the front yard set back. Village ordinance does not allow anything to be built within the 30 foot building line. Therefore, we kindly ask for approval of the front porch.

**D. PROJECT DATA:**

1. General description of the site: SINGLE FAMILY RESIDENCE

2. Acreage of the site: 7,500 sq. ft. Building Size (if applicable): —

3. Is this property within the Village limits? (Check applicable below)

☒ Yes

☐ No, requesting annexation

☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.

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

N/A

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	RS-5	Single Family Residence	Bonsenville
North:	RS-5	↓	↓
South:	RS-5		
East:	RS-5		
West:	RS-5		

**E. DEVELOPER'S STAFF** (if applicable):

**ARCHITECT**

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

Telephone: N/A

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

**ENGINEER:**

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

Telephone: N/A

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

**ATTORNEY**

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

Telephone: N/A

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

**OTHER**

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

Telephone: N/A

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

**F. APPROVAL CRITERIA:**

The applicant must compose a letter describing how the request(s) specifically meets the individual criteria from the Approval Criteria. The CDC will be unable to recommend approval of a request without a response to the pertinent "Approval Criteria."



### **STAFF REPORT**

**HEARING DATE:** February 6, 2018  
**CASE #:** 2018 – 01  
**PROPERTY:** 210 Miner Street  
**PROPERTY OWNER:** Karolina Morawiec  
**APPLICANT:** same  
**SITE SIZE:** 7,500 SF  
**BUILDING SIZE:** 1,500 SF  
**PIN NUMBERS:** 03-14-318-023  
**ZONING:** RS – 5 High Density Single Family  
**REQUEST:** Variance, Porch in Front Yard setback  
Municipal Code Section 10 – 5E – 4B; and  
Variance, Attached Structures  
Municipal Code Section 10 – 14 – 13 – 2a.

### **PUBLIC NOTICE:**

1. A Legal Notice was published in the Bensenville Independent on Thursday January 18, 2018. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Thursday January 18, 2018.
3. On Thursday January 18, 2018, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

### **SUMMARY:**

The Petitioner is seeking a Variation to reduce the required front yard. Petitioner obtained a Building Permit to reroof the single-family residence but also erected a roofed front porch that was not permitted. Upon inspection, the roofed front porch was detected and the need for the variation determined. In the RS – 5 District a 30' front yard is required. The unpermitted covered porch reduces the front yard to approximately 25'.

**SURROUNDING LAND USES:**

	<b>Zoning</b>	<b>Land Use</b>	<b>Comprehensive Plan</b>	<b>Jurisdiction</b>
<b>Site</b>	RS – 5	Residential	Single Family Residential	Village of Bensenville
<b>North</b>	RS – 5	Residential	Single Family Residential	Village of Bensenville
<b>South</b>	RS – 5	Residential	Single Family Residential	Village of Bensenville
<b>East</b>	RS – 5	Residential	Single Family Residential	Village of Bensenville
<b>West</b>	RS – 5	Residential	Single Family Residential	Village of Bensenville

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

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

**Finance:**

The account is up to date but we never received a service application for this location.

**Police:**

No issues.

**Engineering and Public Works:**

No comments.

**Community & Economic Development:**

Economic Development:

No comments.

**Fire Safety:**

No comments.

**Building:**

Building has no issues with the setback variance; however, there may be issues with the existing construction. Since the porch was built without permit and inspections, field verifications of the construction will be required. This will require providing access to any concealed work especially the frost protected footing and the support of the roof header at the building wall. Building will be unable to approve any concealed structural work.

**Planning:**

- 1) The 2015 Comprehensive Plan indicates “Single Family Residential” for this property.
- 2) The applicants built a roof over their entry stoop. While a stoop can encroach into the required front yard, once a roof is installed it becomes a structure and must adhere to setback requirements.
- 3) The required front yard setback in the RS – 5 district is 30 feet.



- 4) The built porch encroaches into the required yard approximately 5 feet.
- 5) Staff is generally supportive of allowing front porch variations.
  - a. They increase “eyes on the street”, which leads to increased safety.
  - b. They encourage interaction with neighbors.

#### **APPROVAL CRITERIA FOR VARIANCES:**

The Community Development Commission shall not recommend nor shall the Village Board grant a variance unless it shall make findings based upon the evidence presented to it in each specific case that:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

*Response: Property is few inches from property line and variance is needed for front porch that is attached to the principal structure. Due to the safety and esthetical issues, we built a wooden front porch over the concrete. The concrete part was completed and approved by the Village in 2016. Pictures attached.*

2. **Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

*Response: During the rainy and snowy days, concrete part right outside the front door will get wet. The front porch will provide a convenient dry area for kicking off muddy boots, and closing umbrellas. It is better to stomp the snow and dirt off your shoes on the porch than on the interior floor.*

3. **Circumstances Relate to Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

*Response: We are applying for variance because front porch attached to the principal structure is encroaching the required front yard 30 feet that is allowed by the Village Ordinance.*

4. **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

*Response: Unfortunately, the front porch is already completed due to the misunderstanding with the Village. When we called, we were advised that the permit is*



*not needed. Therefore, we only took the permit for re-roofing, gutters, soffit and fascia at that time.*

- 5. Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

*Response: There are many other properties (including our street) in Bensenville with front porch and we would like to reserve the same right to improve our living while residing in Bensenville. The porch also adds stunning curb appeal and charm to our home.*

- 6. Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

*Response: Without approving the variance, we would have to take the front porch down. In addition, we would not have a convenient dry area in front of the main door and the house will lose stunning curb appeal.*

- 7. Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

*Response: Front porch will not impair environmental quality, property values, or public safety or welfare in the vicinity.*

- 8. Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

*Response: If the Variance is granted, it will not interfere with the General Development Plan and other applicable adopted plans of the Village of Bensenville.*

- 9. Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

*Response: Despite that the porch is already completed due to the misunderstanding, we will proceed with obtaining a permit.*

<b>Variances Approval Criteria</b>	<b>Meets Criteria</b>	
	<i>Yes</i>	<i>No</i>
1. Special Circumstances	X	
2. Hardship	X	
3. Circumstances relate to the Property	X	
4. Not Resulting from Applicant Actions	X	
5. Preserve Rights Conferred By District	X	
6. Necessary for the Use of the Property	X	
7. Not Alter Local Character	X	
8. Consistent with Title and Plan	X	
9. Minimum Variance Needed	X	

**RECOMMENDATIONS:**

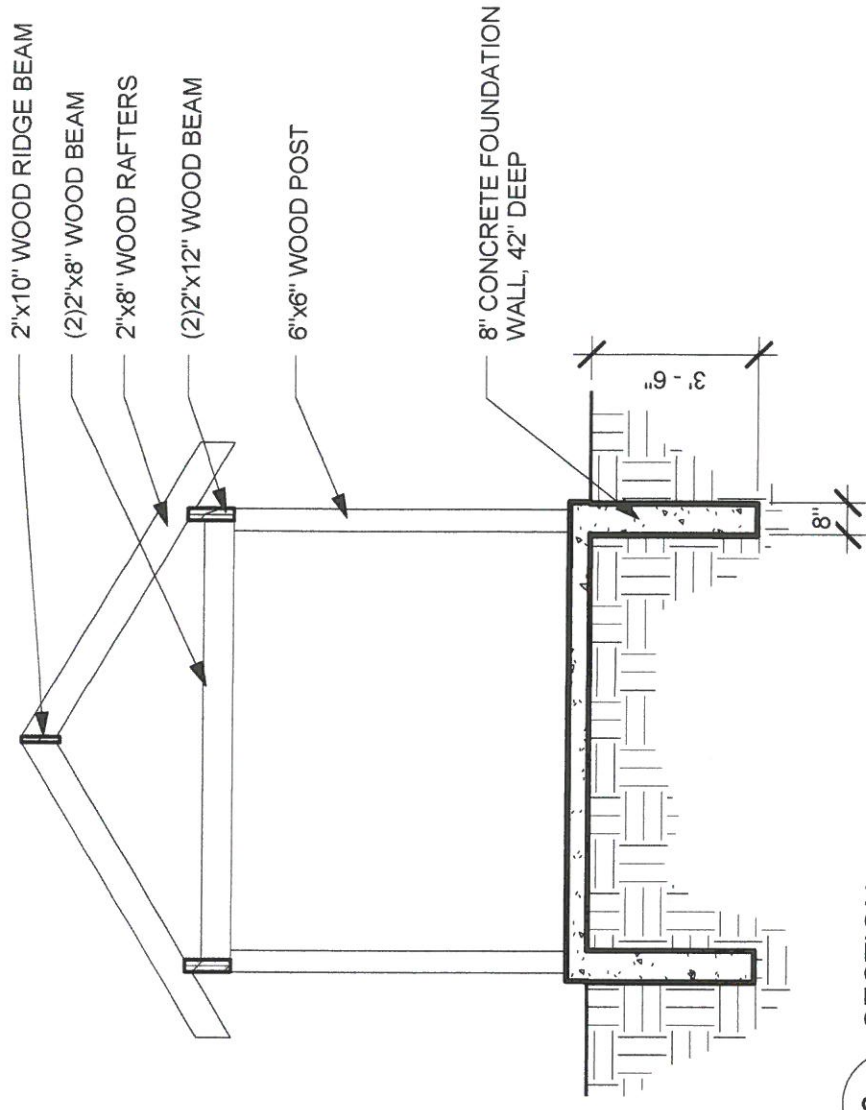
Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Variances for Karolina Morawiec, with the following conditions:

1. Applicant must apply for, and receive, all appropriate building permits.
2. Applicant must fill out **APPLICATION FOR WATER/SEWER/RUBBISH SERVICE** and return signed.

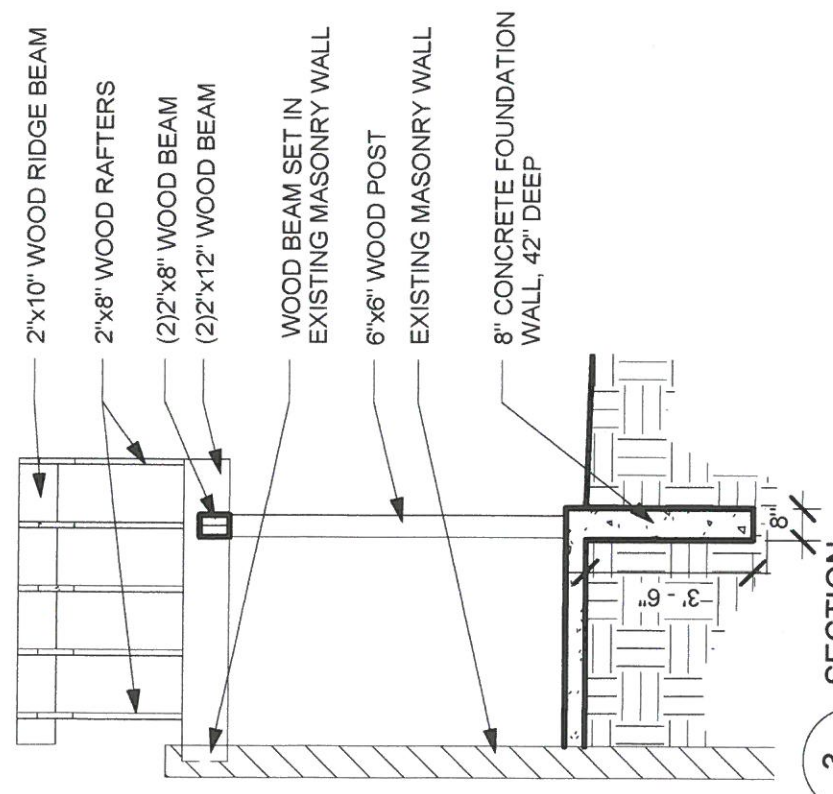
Respectfully Submitted,  
Department of Community  
& Economic Development



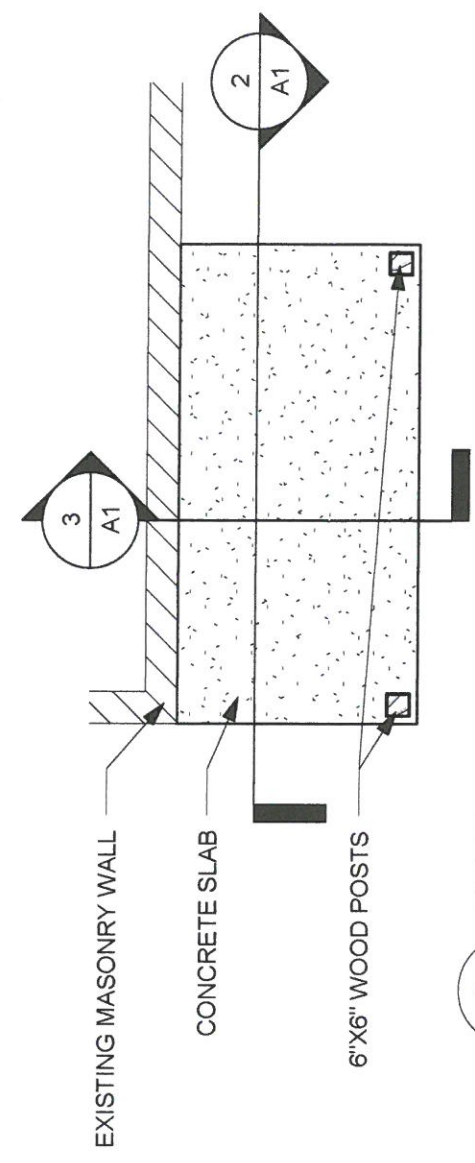
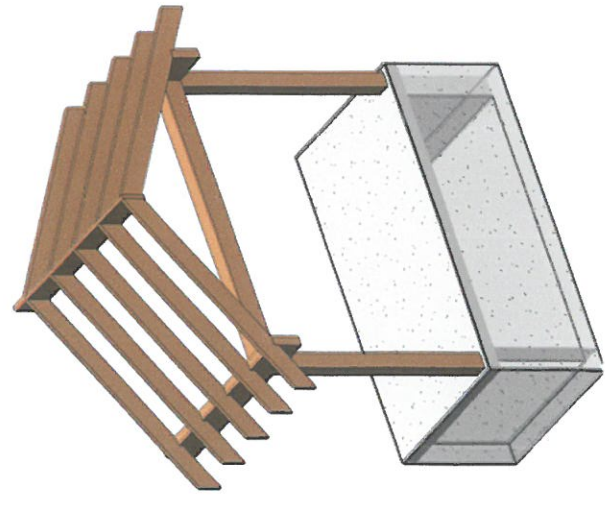




2 SECTION  
A1 SCALE: 1/4" = 1'-0"

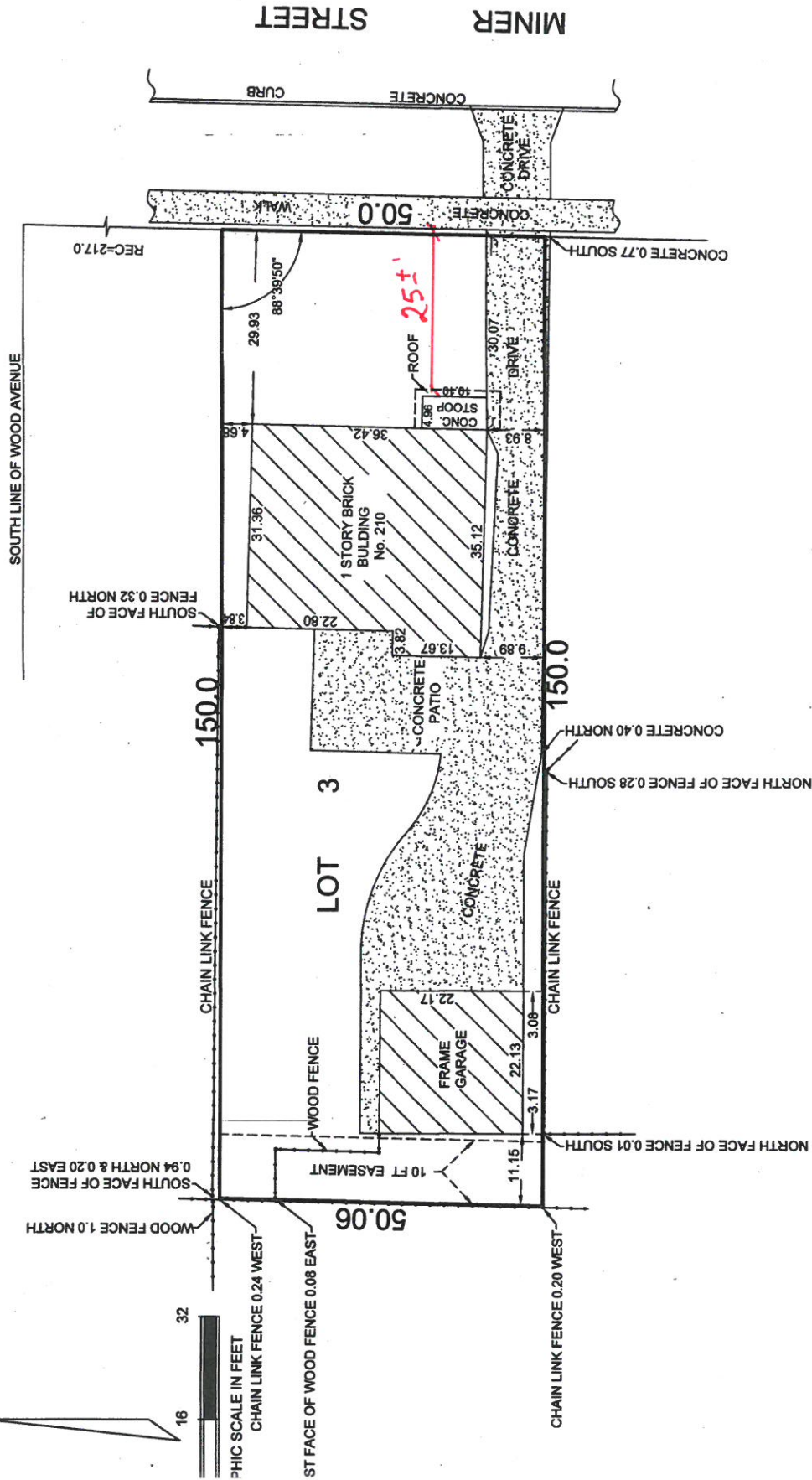


3 SECTION  
A1 SCALE: 1/4" = 1'-0"



1 FLOOR PLAN  
A1 SCALE: 1/4" = 1'-0"

LOT 3 IN BLOCK 1 IN FRANCIS E. SUTER'S SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE  
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. MONUMENTS NOT SET PER REQUEST OF CLIENT.  
 WE CERTIFIED SURVEY, INC DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS OTHERWISE REFER TO YOUR DEED OR ABSTRACT.  
 DECIMALS OF FOOT AND THEIR EQUIVALENT IN INCHES AND FRACTIONS THEREOF.  
 .01"=1/8" .07"=7/8" .50"=6"

PLATS ARE NOT TO BE ASSUMED FROM SCALING  
**DEED No. 150190**  
**DECEMBER 5, 2017**

**ORDINANCE # \_\_\_\_\_**

**AN ORDINANCE GRANTING APPROVAL OF VARIANCES TO ALLOW A  
PORCH IN THE REQUIRED FRONT YARD  
AT 210 SOUTH MINER STREET, BENSENVILLE, ILLINOIS**

**WHEREAS**, Karolina Morawiec (“Owner”) and (“Applicant”) filed an application for Variances, Porch in the Required Front Yard, Municipal Code Sections 10 – 5E – 4B and 10 – 14 – 13 – 2a of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 210 South Miner Street, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

**WHEREAS**, Notice of Public Hearing with respect to the Variances sought by the Applicant was published in the Bensenville Independent on Thursday, January 18, 2018 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on February 6, 2018 as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, after hearing the application, the Community Development Commission agreed with the findings of fact submitted by Applicant recommending approval of the Variances and, thereafter, voted unanimously (4-0) to recommend approval of the variances, and forwarded its recommendations, including the Staff Report and findings relative to the Variances to the Village Board Committee of the Whole, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

**WHEREAS**, on February 20, 2018 the Village Board Committee of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

**WHEREAS**, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested Variances as recommended by the Community Development Commission to allow the Variances is consistent with the Zoning Ordinance.

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

**SECTION ONE:** That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

**SECTION TWO:** That the Staff Report and Recommendation to approve the Variances sought, as allowed by the Zoning Ordinance, Sections 10 – 5E – 4B and 10 – 14 – 13 – 2a as adopted by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Variances is proper and necessary.

**SECTION THREE:** That the Variances to allow a reduction in Front Yard Setback and Attached Structures as sought by the Applicant of the Subject Property is hereby granted.

**SECTION FOUR:** That the Variances sought by the Owner/Applicant on the Subject Property is hereby approved with the following conditions:

1. Applicant must apply for, and receive, all appropriate building permits.
2. Applicant must fill out APPLICATION FOR WATER/SEWER/RUBBISH SERVICE and return signed.

**SECTION FIVE:** That all requirements of the Zoning Ordinance shall be applicable except as allowed by the Variances granted herein.

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

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, this 27th day of February 2018.

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_,  
Nancy Quinn, Village Clerk

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

NAYES: \_\_\_\_\_

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



Ordinance # \_\_\_\_- 2018  
Exhibit "A"

The Legal Description is as follows:

LOT 3 IN BLOCK 1 IN FRANCIS E. SUTER'S SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS 210 S MINER STREET, BENSENVILLE, IL 60106.

**Ordinance # \_\_\_\_ - 2018**  
**Exhibit “B”**  
**Findings of Fact**

Mr. Pozsgay reviewed the approval criteria for the proposed variance requests consisting of:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

*Response: Property is few inches from property line and variance is needed for front porch that is attached to the principal structure. Due to the safety and esthetical issues, we built a wooden front porch over the concrete. The concrete part was completed and approved by the Village in 2016. Pictures attached.*

2. **Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

*Response: During the rainy and snowy days, concrete part right outside the front door will get wet. The front porch will provide a convenient dry area for kicking off muddy boots, and closing umbrellas. It is better to stomp the snow and dirt off your shoes on the porch than on the interior floor.*

3. **Circumstances Relate to Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

*Response: We are applying for variance because front porch attached to the principal structure is encroaching the required front yard 30 feet that is allowed by the Village Ordinance.*

4. **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

*Response: Unfortunately, the front porch is already completed due to the misunderstanding with the Village. When we called, we were advised that the permit is not needed. Therefore, we only took the permit for re-roofing, gutters, soffit and fascia at that time.*

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

*Response: There are many other properties (including our street) in Bensenville with front porch and we would like to reserve the same right to improve our living while residing in Bensenville. The porch also adds stunning curb appeal and charm to our home.*

6. **Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

*Response: Without approving the variance, we would have to take the front porch down. In addition, we would not have a convenient dry area in front of the main door and the house will lose stunning curb appeal.*

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

*Response: Front porch will not impair environmental quality, property values, or public safety or welfare in the vicinity.*

8. **Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the

Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

***Response: If the Variance is granted, it will not interfere with the General Development Plan and other applicable adopted plans of the Village of Bensenville.***

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

***Response: Despite that the porch is already completed due to the misunderstanding, we will proceed with obtaining a permit.***

Mr. Pozsgay stated Staff recommends the approval of the findings of fact as they appear above and therefor recommend approval of the requests with the following conditions:

1. Applicant must apply for, and receive, all appropriate building permits.
2. Applicant must fill out **APPLICATION FOR WATER/SEWER/RUBBISH SERVICE** and return signed.

There were no questions from the Commissioners.

Motion: Commissioner Moruzzi made a motion to close CDC Case No. 2018-01. Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Moruzzi, King

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 7:02 p.m.

Motion: Commissioner Moruzzi made a combined motion to approve the Findings of Fact for CDC Case No. 2018-01 as presented by Staff and to approve the Variance request for Porch in Front Yard Setback (Municipal Code Section 10-5E-4B). Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Moruzzi, King

Nays: None

All were in favor. Motion carried.

Motion: Commissioner King made a combined motion to approve the Findings of Fact for CDC Case No. 2018-01 as presented by Staff and to approve the Variance request for Attached Structures (Municipal Code Section 10-14-13-2a). Commissioner Moruzzi seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Moruzzi, King

Nays: None

All were in favor. Motion carried.

---

Ronald Rowe, Chairman  
Community Development Commission

**TYPE:**Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**02.20.08**DESCRIPTION:**

Consideration of an Ordinance Approving Variances, Corner Side Yard, Parking in the required yard, and Parking lot landscaping/screening for the applicant Nicholson Porter & List, located at 300-330 County Line Road

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

Financially Sound Village  
Quality Customer Oriented Services  
Safe and Beautiful Village

☐

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

**COMMITTEE ACTION:**

Committee of the Whole

**DATE:**

02.20.18

**BACKGROUND:**

1. The Petitioner is seeking Variances to:
  1. reduce the Corner Side Yard,
  2. allow Parking in the required yard,
  3. reduce Parking lot landscaping/screening.
2. The Variances are needed due a taking of the applicant's property along E. Green Street and County Line Road by IDOT and the Tollway in order to widen the road.

**KEY ISSUES:**

1. The Petitioner is seeking variances to reduce the required Corner side yard (East Green Street), Parking in the required yard and parking lot screening/landscaping along County Line Road due to the property taking for the Elgin - O'Hare Western Access Tollway.
2. The Corner Side yard will go from 30' to 12'.
3. A variance is needed for Parking in the Required Front Yard.
4. Parking Lot Screening (along County Line Road) will go from 8' to 0'.

**ALTERNATIVES:**

Discretion of the Committee of the Whole.

**RECOMMENDATION:**

1. The staff respectfully recommends that the Variances be approved
2. At the Public Hearing on February 6, 2018, the Community Development Commission voted unanimously (4-0) to recommend approval of the Requests. Motion passed.

**BUDGET IMPACT:**

N/A

**ACTION REQUIRED:**

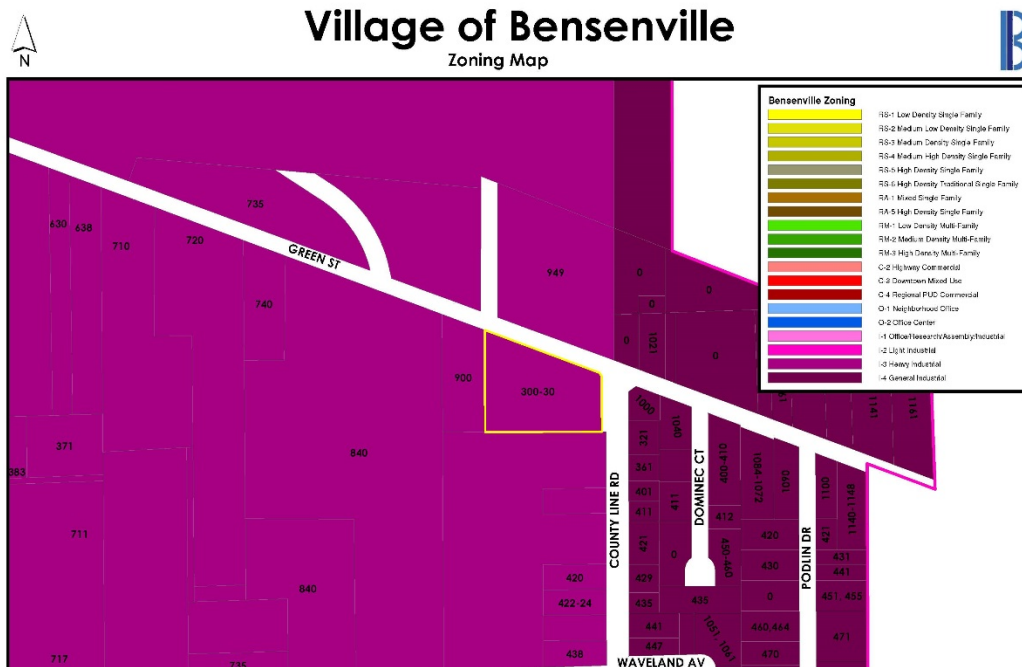
Approval of an Ordinance granting Variances for the applicant Nicholson Porter & List, located at 300-330 County Line Road.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Aerial & Zoning Maps	2/1/2018	Backup Material
Legal Notice	2/1/2018	Backup Material
Application	2/1/2018	Backup Material
Staff Report	2/1/2018	Executive Summary
Survey	2/1/2018	Backup Material
Draft Ordinance	2/12/2018	Ordinance

CDC#2017 - 32

300 - 330 County Line Road  
Chicago Land Trust #132475 / Adam C. Stokes (Agent)  
Variances; Front and Corner Side Yard Reductions





**LEGAL NOTICE/PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that on Tuesday, February 6, 2018 at 6:30 P.M., the Community Development Commission of the Village of Bensenville, Du Page and Cook Counties, will hold a Public Hearing to review Case No. 2017 – 32 to consider a request for:

Variance, Corner Side Yard,  
Municipal Code Section 10 – 9C – 4B; and

Variance, Parking in Required Front and Corner Side Yard,  
Municipal Code Section 10 – 9C – 4B; and

Variance, Parking Lot Screening,  
Municipal Code Section 10 – 12 – 2B – 2.

300-330 County Line Road is in an I – 3 Heavy Industrial District. The Public Hearing will be held in the Village Board Room at Village Hall, 12 S. Center Street, Bensenville, IL.

The Legal Description is as follows:

THAT PART OF LOTS 1, 2 AND 12, TAKEN AS A TRACT, IN GREEN AVENUE ACRES, A SUBDIVISION IN SECTIONS 13 AND 24, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF A LINE 213.8 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 12, AND WHICH LIES NORTH OF A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF SAID TRACT THROUGH A POINT ON SAID EAST LINE, 224.90 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, EXCEPTING THEREFROM THE EAST 17 FEET CONVEYED TO THE COOK COUNTY HIGHWAY DEPARTMENT IN TRUSTEE'S DEED RECORDED JULY 28, 1992 AS DOCUMENT R92-143109 IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 300-330 County Line Road, Bensenville, IL 60106.

Chicago Title Land Trust #132475 is the owner and Nicolson Porter & List, Inc. the applicant, both of 1300 W Higgins Rd, Ste 104, Park Ridge, IL 60068 for the subject property.

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

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend and will be heard at the Public Hearing. Written comments will be accepted by the Community and Economic Development Department through February 6, 2018 until 5:00 P.M.

Office of the Village Clerk  
Village of Bensenville

**TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT  
January 18, 2018**

For Office Use Only		
Date of Submission: <u>12.14.17</u>	MUNIS Account #: <u>7819</u>	CDC Case #: <u>2017.32</u>

## COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 300-330 County Line Rd, Bensenville, IL 60106

Property Index Number(s) (PIN): 03-24-201-020

**A. PROPERTY OWNER:**

CHICAGO LAND TRUST #132475

Name	Corporation (if applicable)	
<u>1300 W Higgins Rd, Suite 104</u>		
Street		
<u>Park Ridge</u>	<u>IL</u>	<u>60068</u>
City	State	Zip Code
<u>Adam C. Stokes</u>	<u>847-698-7401; astokes@nplchicago.com</u>	
Contact Person	Telephone Number & Email Address	
<u>ADDFA Property Limited Partnership c/o Nicolson Porter &amp; List, Inc. 1300 W. Higgins #104, Park Ridge, IL 60068</u>		

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

Property Owner Signature:  Date: \_\_\_\_\_

**B. APPLICANT:** ☐ Check box if same as owner

Adam C. Stokes

Nicolson Porter & List, Inc.

Name	Corporation (if applicable)	
<u>1300 W Higgins Rd, Suite 104</u>		
Street		
<u>Park Ridge</u>	<u>IL</u>	<u>60068</u>
City	State	Zip Code
<u>Adam C. Stokes</u>	<u>847-698-7401; astokes@nplchicago.com</u>	
Contact Person	Telephone Number & Email Address	
<u>Agent</u>		

Relationship of Applicant to subject property

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**C. ACTION REQUESTED (Check applicable):**

- ☐ Annexation
- ☐ Conditional Use Permit
- ☐ Master Sign Plan
- ☐ Planned Unit Development\*\*
- ☐ Plat of Subdivision
- ☐ Rezoning (Map Amendment)
- ☐ Site Plan Review
- ☒ Variance

\*Item located within this application packet.

\*\*See staff for additional information on PUD requests

**SUBMITTAL REQUIREMENTS (1 original & 1 copy of each):**

- ☒ Affidavit of Ownership\* (signed/notarized)
- ☒ Application\*
- ☒ Approval Criteria
- ☒ Legal Description of Property
- ☒ Plat of Survey
- ☐ Site Plan
- ☐ Building Plans & Elevations
- ☐ Engineering Plans
- ☐ Landscape Plan
- ☒ Review Fee (Application Fee + Escrow)
- ☐ Escrow agreement and deposit\*
- ☒ Digital Submission of all application materials (CD)

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

See attached sheet for brief description of request

**D. PROJECT DATA:**

1. General description of the site: Existing industrial building

2. Acreage of the site: 3.026 Acres Building Size (if applicable): 66,961 S.F.

3. Is this property within the Village limits? (Check applicable below)

☒ Yes

☐ No, requesting annexation

☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.

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

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	I-3	Industrial	Village of Bensenville
North:	I-3	Industrial	Village of Bensenville
South:	I-3	Industrial	Village of Bensenville
East:	I-4	Industrial	Village of Bensenville
West:	I-3	Industrial	Village of Bensenville

**E. DEVELOPER'S STAFF (if applicable):**

**ARCHITECT**

Name: N/A

Telephone: N/A

Email: N/A

**ENGINEER:**

Name: Brian C. Ratajczak, P.E., C.F.M., SPACECO, Inc.

Telephone: 847-696-4060

Email: bratajczak@spacecoinc.com

**ATTORNEY**

Name: Jonathan E. Rothschild

Telephone: 312-580-3355

Email: rothj@rbmchicago.com

**OTHER**

Name: N/A

Telephone: N/A

Email: N/A

**F. APPROVAL CRITERIA:**

The applicant must compose a letter describing how the request(s) specifically meets the individual criteria from the Approval Criteria. The CDC will be unable to recommend approval of a request without a response to the pertinent "Approval Criteria."



### **STAFF REPORT**

**HEARING DATE:** February 6, 2018  
**CASE #:** 2017 – 32  
**PROPERTY:** 300-330 County Line Road  
**PROPERTY OWNER:** Chicago Land Trust #132475  
**APPLICANT:** Nicholson Porter & List, Inc.  
**SITE SIZE:** 3.026 acres  
**BUILDING SIZE:** 66,961 SF  
**PIN NUMBERS:** 03-24-201-020  
**ZONING:** I – 3 Heavy Industrial  
**REQUEST:** Variance, Corner Side Yard,  
Municipal Code Section 10 – 9C – 4B; and  
Variance, Parking in Required Front and Corner Side Yard,  
Municipal Code Section 10 – 9C – 4B; and  
Variance, Parking Lot Screening,  
Municipal Code Section 10 – 12 – 2B – 2.

### **PUBLIC NOTICE:**

1. A Legal Notice was published in the Bensenville Independent on Thursday January 18, 2018. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Thursday January 18, 2018.
3. On Thursday January 18, 2018, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

### **SUMMARY:**

The Petitioner is seeking variances to reduce the required Corner side yard (East Green Street), Parking in the required yard and parking lot screening/landscaping along County Line Road due to the property taking for the Elgin - O'Hare Western Access Tollway. The Corner Side yard will go from 30' to 12'. A variance is needed for Parking in the Required Front Yard. Parking Lot Screening (along County Line Road) will go from 8' to 0'.

**SURROUNDING LAND USES:**

	<b>Zoning</b>	<b>Land Use</b>	<b>Comprehensive Plan</b>	<b>Jurisdiction</b>
<b>Site</b>	I – 3	Industrial	Local Commercial	Village of Bensenville
<b>North</b>	I – 3	Vacant/Railyard	Tollway	Village of Bensenville
<b>South</b>	I – 3	Industrial	Local Commercial	Village of Bensenville
<b>East</b>	I – 4	Industrial	Industrial	Elk Grove Village
<b>West</b>	I – 3	Industrial	Local Commercial	Village of Bensenville

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

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

Finance:

No issues.

Police:

No issues.

Engineering and Public Works:

No comments.

Community & Economic Development:

Economic Development:

No comments.

## Fire Safety:

No comments.

## Building:

No comments at this time.

## Planning:

- 1) The 2015 Comprehensive Plan indicates “Local Commercial” for this property.
- 2) No parking spaces are being lost as a result of the taking.
- 3) The Corner Side yard will go from 30’ to 12’.
- 4) Parking will now take place in the Required Front Yard.
- 5) Parking Lot Screening along County Line Road will go from 8’ to 0’.
- 6) The taking is a result of the ongoing tollway work along E. Green St. and has not been brought about by anything the applicant did.

## **APPROVAL CRITERIA FOR VARIANCES:**

The Community Development Commission shall not recommend nor shall the Village Board grant a variance unless it shall make findings based upon the evidence presented to it in each specific case that:

- 1. Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

*Response: and corner side yards of this property along County Line Rd and Green St, respectively. This fee simple property take results in the existing building being over the 30-foot corner side yard setback along Green St and the existing parking being within the 30-foot corner side yard setback along Green St and the 30-foot front yard setback along County Line Rd.*

- 2. Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

*Response: The building would need to be reconstructed in order to meet the 30-foot corner side yard setback from Green St. There would be over a 50% reduction in existing parking provided on the east side of the existing building in order to meet the 30-foot corner side yard setback along Green Street and the 30-foot front yard setback from County Line Rd.*

- 3. Circumstances Relate to Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

*Response: The building would need to be reconstructed in order to meet the 30-foot corner side yard setback from Green St. There would be over a 50% reduction in existing parking provided on the east side of the existing building in order to meet the 30-foot corner side yard setback along Green Street and the 30-foot front yard setback from County Line Rd.*

- 4. Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

*Response: The Elgin-O'Hare Expressway project required a fee simple property take from the front and corner side yards of this property along County Line Rd and Green St, respectively. This fee simple property take results in the existing building being over*

*the 30-foot corner side yard setback along Green St and the existing parking being within the 30-foot corner side yard setback along Green Street and the 30-foot front yard setback along County Line Rd.*

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

*Response: The existing industrial use of the property is being maintained and the existing zoning of the property is I-3 Heavy Industrial District.*

6. **Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

*Response: The building would need to be reconstructed in order to meet the 30-foot corner side yard setback from Green St. There would be over a 50% reduction in existing parking provided on the east side of the existing building in order to meet the 30-foot corner side yard setback along Green Street and the 30-foot front yard setback from County Line Rd.*

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

*Response: The existing industrial use of the property is being maintained and the existing zoning of the property is I-3 Heavy Industrial District.*

8. **Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

*Response: The existing industrial use of the property is being maintained and the existing zoning of the property is I-3 Heavy Industrial District.*

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

*Response: The 30-foot corner side yard setback along Green St needs to be reduced to 12-feet to maintain the existing building location. The 30-foot corner side yard setback along Green Street and 30-foot front yard setback along County Line Rd needs to be reduced to 0-feet to maintain the existing parking.*

<b>Variances Approval Criteria</b>	<b>Meets Criteria</b>	
	<i>Yes</i>	<i>No</i>
1. Special Circumstances	X	
2. Hardship	X	
3. Circumstances relate to the Property	X	
4. Not Resulting from Applicant Actions	X	
5. Preserve Rights Conferred By District	X	
6. Necessary for the Use of the Property	X	
7. Not Alter Local Character	X	
8. Consistent with Title and Plan	X	
9. Minimum Variance Needed	X	

**RECOMMENDATIONS:**

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Variances for the property at 300-330 County Line Road.

Respectfully Submitted,  
Department of Community  
& Economic Development



# TOPO LEGEND

- HYDRANT
- GUY WIRE
- GUARD POST
- HANDHOLE (HH)
- LIGHT POLE (LP)
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- TELEPHONE SPLICE BOX
- DECIDUOUS TREE
- EVERGREEN TREE
- MANHOLE (MH)
- POWER POLE (PP)
- SIGN
- WATER VALVE
- CATCH BASIN
- AERIAL POWER LINES
- TRAFFIC SIGNAL (TSG)

POB WA-10-12-024.T  
INTERSECTION OF A LINE 213.8' WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 12 AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF GREEN STREET  
FOUND 5/8" IRON ROD AT NORTH CORNER OF 24-40-11

POB WA-10-12-024.T  
SET 5/8" IRON ROD

THAT PART OF LOTS 1, 2 AND 12 TAKEN AS A TRACT, IN GREEN AVENUE ACRES, A SUBDIVISION IN SECTIONS 13 AND 24, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 213.8 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 12 AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF GREEN STREET PER DOCUMENT 523537; THENCE SOUTH 69 DEGREES 46 MINUTES 21 SECONDS EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF GREEN STREET, 467.92 FEET TO A POINT ON A SOUTHWESTERLY LINE OF PROPERTY CONVEYED TO THE COOK COUNTY HIGHWAY DEPARTMENT BY TRUSTEE'S DEED RECORDED JULY 28, 1992 AS DOCUMENT R88-005917; THENCE SOUTH 27 DEGREES 57 MINUTES 35 SECONDS EAST, ALONG SAID SOUTHWESTERLY LINE, 17.69 FEET TO A WEST LINE THEREOF; THENCE SOUTH 00 DEGREES 10 MINUTES 44 SECONDS EAST, ALONG SAID WEST LINE, 155.69 FEET; THENCE NORTH 06 DEGREES 20 MINUTES 04 SECONDS WEST, 119.83 FEET; THENCE NORTH 29 DEGREES 50 MINUTES 55 SECONDS WEST, 52.26 FEET TO A POINT ON LINE 17.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH SAID SOUTHWESTERLY RIGHT OF WAY LINE OF GREEN STREET; THENCE NORTH 69 DEGREES 46 MINUTES 16 SECONDS WEST, ALONG SAID PARALLEL LINE, 113.77 FEET TO A POINT ON A LINE 213.8 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 12; THENCE NORTH 00 DEGREES 10 MINUTES 44 SECONDS WEST, ALONG SAID PARALLEL LINE, 7.46 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

WA-10-12-024.T

THAT PART OF LOTS 1, 2 AND 12 TAKEN AS A TRACT, IN GREEN AVENUE ACRES, A SUBDIVISION IN SECTIONS 13 AND 24, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE 213.8 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 12 AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF GREEN STREET PER DOCUMENT 523537; THENCE SOUTH 00 DEGREES 10 MINUTES 44 SECONDS EAST, ALONG SAID PARALLEL LINE, 7.46 FEET TO A POINT ON LINE 17.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH SAID SOUTHWESTERLY RIGHT OF WAY LINE OF GREEN STREET; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 69 DEGREES 46 MINUTES 16 SECONDS EAST, ALONG SAID PARALLEL LINE, 113.77 FEET; THENCE SOUTH 20 DEGREES 13 MINUTES 44 SECONDS WEST, PERPENDICULAR TO THE LAST LINE, 10.00 FEET TO A POINT ON A LINE 17.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH SAID SOUTHWESTERLY RIGHT OF WAY LINE OF GREEN STREET; THENCE SOUTH 69 DEGREES 46 MINUTES 16 SECONDS EAST, ALONG SAID PARALLEL LINE, 325.36 FEET; THENCE SOUTH 29 DEGREES 50 MINUTES 55 SECONDS WEST, 52.26 FEET; THENCE SOUTH 06 DEGREES 20 MINUTES 04 SECONDS EAST, 119.83 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF SAID LOTS 1 AND 2 THROUGH A POINT ON SAID EAST LINE 224.90 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 89 DEGREES 49 MINUTES 16 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 34.00 FEET TO A POINT ON A LINE 84.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE NORTH 00 DEGREES 10 MINUTES 44 SECONDS WEST, ALONG SAID PARALLEL LINE, 170.30 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 16 SECONDS WEST, PERPENDICULAR TO THE LAST COURSE, 22.37 FEET; THENCE NORTH 00 DEGREES 56 MINUTES 13 SECONDS EAST, 51.66 FEET TO A POINT ON LINE 28.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH SAID SOUTHWESTERLY RIGHT OF WAY LINE OF GREEN STREET; THENCE NORTH 69 DEGREES 46 MINUTES 16 SECONDS WEST, ALONG SAID PARALLEL LINE, 362.18 FEET; THENCE SOUTH 31 DEGREES 45 MINUTES 12 SECONDS WEST, 13.27 FEET TO A POINT ON LINE 41.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH SAID SOUTHWESTERLY RIGHT OF WAY LINE OF GREEN STREET; THENCE NORTH 69 DEGREES 46 MINUTES 16 SECONDS WEST, 47.98 FEET TO A POINT ON A LINE 213.8 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 12; THENCE NORTH 00 DEGREES 10 MINUTES 44 SECONDS WEST, ALONG SAID PARALLEL LINE, 36.28 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PROPOSED RAMP T4  
BASELINE CURVE NO. 172 DATA  
PI STA = 416+37.11  
Δ = 74°56'00"  
D = 28°38'52"  
R = 200.00'  
T = 153.28'  
PC STA = 261.57  
PT STA = 417+45.39

CAD DRAFTING BY: RYP  
CALCULATIONS BY: RYP  
CHECKED BY: GP  
APPROVED BY: RYP

5757 W. Higgins Road, Suite 700,  
Rosemont, Illinois 60018  
Phone: (847) 876-4040 Fax: (847) 876-4045  
Illinois Professional Design Firm No. 184-001137

Point	Station	Offset	
749	79+42.77	74.00	R
750	79+30.12	40.00	R
751	79+27.52	33.00	R
752	79+15.24	0.00	R
753	80+43.89	40.00	R
754	80+43.89	50.00	R
755	79+90.75	74.00	R
756	79+93.40	61.00	R
757	83+55.58	61.00	R
758	83+69.25	50.00	R
759	83+95.44	33.00	R

## PARCEL PLAT

ELGIN - O'HARE EXPRESSWAY  
NORTHEAST 1/4 OF SECTION 24, TWP. 40 NORTH, RANGE 11 EAST, 3RD P.M.  
DUPAGE COUNTY, ILLINOIS  
PIN: 03-24-201-020

Point	Station	Offset	
760	19+71.48	50.00	L
761	19+34.92	62.85	L
762	19+23.14	106.37	L
763	19+23.14	84.00	L
764	18+15.79	50.00	L
765	17+52.84	0.00	L
766	17+52.84	50.00	L
767	17+52.84	84.00	L

### NOTES FROM TITLE COMMITMENT

SCHEDULE B ITEM 27: AN EASEMENT RECORDED MAY 22, 1987 AS DOCUMENT 87-073548 TO JERROLD V. COHEN AND LESLIE S. COHEN AND AMSTED INDUSTRIES, INC. FOR INGRESS AND EGRESS. SAID EASEMENT BURDENS ONLY THE TEMPORARY EASEMENT TO BE ACQUIRED AND HAS BEEN SHOWN.

SCHEDULE B ITEM 28: A RECIPROCAL EASEMENT RECORDED DECEMBER 23, 1986 AS DOCUMENT 86-162834 GRANTING AN ACCESS EASEMENT. SAID EASEMENT BURDENS ONLY THE TEMPORARY EASEMENT TO BE ACQUIRED AND HAS BEEN SHOWN.

SCHEDULE B ITEM 29: AN EASEMENT AGREEMENT RECORDED SEPTEMBER 27, 2005 AS DOCUMENT 2005-215667. SAID EASEMENT AGREEMENT GRANTS A DITCH EASEMENT BENEFITING THE SURVEYED PROPERTY WHICH HAS NOT BEEN SHOWN HEREON.

SCHEDULE B ITEM 30: A GRANT RECORDED JULY 27, 1940 IN BOOK 35 PAGE 510 TO ILLINOIS BELL TELEPHONE COMPANY. SAID EASEMENT DOES NOT APPEAR TO AFFECT THE SURVEYED PROPERTY. IT AFFECTS THAT PART OF THE GRANTOR'S PROPERTY ON THE WEST SIDE OF THE COUNTY LINE ROAD FROM GREEN STREET TO HICKORY ROAD. THE SURVEYED PROPERTY DOES NOT INCLUDE ANY OF COUNTY LINE ROAD.

PARCEL	AREA		TYPE OF TAKE			PURPOSE
	ACRES	SQ.FT.	FEE	PERM. ESMT.	TEMP. ESMT.	
TOTAL HOLDING	3.223 ±	140,393 ±				
WA-10-12-024	0.197 ±	8,588 ±	X			
WA-10-12-024.T	0.310 ±	13,486 ±			X	CONSTRUCTION
REMAINDER	3.026 ±	131,805 ±				

### LEGEND

- EXISTING CENTERLINE
- EXISTING PUBLIC RIGHT OF WAY LINE
- EXISTING ISTHA PERMANENT EASEMENT LINE
- PROPOSED CENTERLINE
- PROPOSED RIGHT OF WAY
- PROPOSED RIGHT OF WAY AND ACCESS CONTROL LINE
- PROPOSED ISTHA TEMPORARY EASEMENT LINE
- PROPOSED ISTHA PERMANENT EASEMENT LINE
- SECTION LINE
- QUARTER SECTION LINE
- QUARTER QUARTER SECTION LINE
- PLATTED LOT LINE
- PROPERTY (DEED) LINE
- APPARENT PROPERTY LINE
- FENCE LINE
- MEASURED DIMENSION
- CALCULATED DIMENSION
- RECORD DATA
- FOUND IRON PIPE (IP) OR IRON ROD (IR)
- FOUND 5/8" IRON ROD WITH RED "ISTHA R.O.W." CAP
- FOUND PERMANENT SURVEY MARKER
- CUT CROSS FOUND OR SET
- SAME OWNERSHIP
- EXISTING ISTHA PARCEL NUMBER
- PROPOSED ISTHA PARCEL NUMBER

STATE OF ILLINOIS )  
COUNTY OF COOK )

THIS IS TO CERTIFY THAT I, REBECCA Y. POECK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PARCEL PLAT SHOWN HEREON, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY.

FIELD WORK COMPLETED ON OCTOBER 4, 2013.

DATED AT ROSEMONT, ILLINOIS THIS 16TH DAY OF JUNE, 2016.

Rebecca Y. Poock  
REBECCA Y. POECK  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3642  
LICENSE EXPIRATION DATE: 11/30/2016

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED  
BEARINGS AND DISTANCES SHOWN HEREON REFERENCE THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT - 2007 (CORS). ALL MEASURED AND CALCULATED VALUES ARE "GTD" NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES SHOWN BY THE COMBINATION FACTOR OF 0.99998971358.

AREAS SHOWN ON THIS PLAT ARE GROUND. TO CONVERT AN AREA SHOWN ON THIS PLAT TO AN EQUIVALENT AREA AS MEASURED USING THE GRID BASED DISTANCES, MULTIPLY THE GROUND AREA BY THE SQUARE OF THE COMBINATION FACTOR (CF).

1" = 30'  
0 15 30 45 60

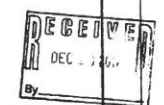
## ILLINOIS STATE TOLL HIGHWAY AUTHORITY

2700 OGDEN AVENUE  
DOWNERS GROVE, ILLINOIS 60515

NO.	DATE	DESCRIPTION
1		
2		
3		

ELGIN - O'HARE EXPRESSWAY  
STA. 79+12 TO STA. 19+72  
DUPAGE COUNTY, ILLINOIS  
PARCEL WA-10-12-024  
OWNER: CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TO LASALLE BANK, NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 2004 KNOWN AS TRUST NO. 132475

CONTRACT NO.  
1-12-4058  
DRAWING NO.  
1 OF 1





**ORDINANCE # \_\_\_\_\_**

**AN ORDINANCE GRANTING APPROVAL OF VARIANCES  
TO ALLOW REDUCTION IN CORNER SIDE YARD, PARKING IN REQUIRED YARD  
AND REDUCTION OF PARKING LOT SCREENING  
AT 300-330 COUNTY LINE ROAD, BENSENVILLE, ILLINOIS**

**WHEREAS**, Chicago Title Land Trust #132475 (“Owner”) and Nicolson Porter & List, Inc. (“Applicant”) filed an application for Variances: Corner Side Yard, Municipal Code Section 10 – 9C – 4B; Parking in Required Front and Corner Side Yard, Municipal Code Section 10 – 9C – 4B; and Parking Lot Screening, Municipal Code Section 10 – 12 – 2B – 2 of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 300-330 County Line Road, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

**WHEREAS**, Notice of Public Hearing with respect to the Variances sought by the Applicant was published in the Bensenville Independent on Thursday, January 18, 2018 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on February 6, 2018 as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, after hearing the application, the Community Development Commission agreed with the findings of fact submitted by Applicant recommending approval of the Variances and, thereafter, voted unanimously (4-0) to recommend approval of the Variances, and forwarded its recommendations, including the Staff Report and findings relative to the Variances to the Village Board Committee of the Whole, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

**WHEREAS**, on February 20, 2018 the Village Board Committee of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

**WHEREAS**, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested Variances as recommended by the Community Development Commission to allow the Variances is consistent with the Zoning Ordinance.

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

**SECTION ONE:** That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

**SECTION TWO:** That the Staff Report and Recommendation to approve the Variances sought, as allowed by the Zoning Ordinance, Sections 10 – 9C – 4B, 10 – 9C – 4B and 10 – 12 – 2B – 2 as adopted by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Variances is proper and necessary.

**SECTION THREE:** That the Variances to allow a reduction in Corner Side Yard, Parking in Required Front and Corner Side Yard and a reduction in Parking Lot Screening as sought by the Applicant of the Subject Property is hereby granted.

**SECTION FOUR:** That the Variances sought by the Owner/Applicant on the Subject Property is hereby approved.

**SECTION FIVE:** That all requirements of the Zoning Ordinance shall be applicable except as allowed by the Variances granted herein.

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

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, this 27th day of February 2018.

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_,  
Nancy Quinn, Village Clerk

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

NAYES: \_\_\_\_\_

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

Ordinance # \_\_\_\_- 2018  
Exhibit "A"

The Legal Description is as follows:

THAT PART OF LOTS 1, 2 AND 12, TAKEN AS A TRACT, IN GREEN AVENUE ACRES, A SUBDIVISION IN SECTIONS 13 AND 24, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF A LINE 213.8 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 12, AND WHICH LIES NORTH OF A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF SAID TRACT THROUGH A POINT ON SAID EAST LINE, 224.90 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, EXCEPTING THEREFROM THE EAST 17 FEET CONVEYED TO THE COOK COUNTY HIGHWAY DEPARTMENT IN TRUSTEE'S DEED RECORDED JULY 28, 1992 AS DOCUMENT R92-143109 IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 300-330 County Line Road, Bensenville, IL 60106.

**Ordinance # \_\_\_\_ - 2018**  
**Exhibit “B”**  
**Findings of Fact**

Mr. Pozsgay reviewed the approval criteria for the proposed request consisting of:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

*Response: and corner side yards of this property along County Line Rd and Green St, respectively. This fee simple property take results in the existing building being over the 30-foot corner side yard setback along Green St and the existing parking being within the 30-foot corner side yard setback along Green St and the 30-foot front yard setback along County Line Rd.*

2. **Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

*Response: The building would need to be reconstructed in order to meet the 30-foot corner side yard setback from Green St. There would be over a 50% reduction in existing parking provided on the east side of the existing building in order to meet the 30-foot corner side yard setback along Green Street and the 30-foot front yard setback from County Line Rd.*

3. **Circumstances Relate to Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

*Response: The building would need to be reconstructed in order to meet the 30-foot corner side yard setback from Green St. There would be over a 50% reduction in existing parking provided on the east side of the existing building in order to meet the 30-foot corner*

*side yard setback along Green Street and the 30-foot front yard setback from County Line Rd.*

4. **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

*Response: The Elgin-O'Hare Expressway project required a fee simple property take from the front and corner side yards of this property along County Line Rd and Green St, respectively. This fee simple property take results in the existing building being over the 30-foot corner side yard setback along Green St and the existing parking being within the 30-foot corner side yard setback along Green Street and the 30-foot front yard setback along County Line Rd.*

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

*Response: The existing industrial use of the property is being maintained and the existing zoning of the property is I-3 Heavy Industrial District.*

6. **Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

*Response: The building would need to be reconstructed in order to meet the 30-foot corner side yard setback from Green St. There would be over a 50% reduction in existing parking provided on the east side of the existing building in order to meet the 30-foot corner side yard setback along Green Street and the 30-foot front yard setback from County Line Rd.*

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

***Response: The existing industrial use of the property is being maintained and the existing zoning of the property is I-3 Heavy Industrial District.***

8. **Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

***Response: The existing industrial use of the property is being maintained and the existing zoning of the property is I-3 Heavy Industrial District.***

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

***Response: The 30-foot corner side yard setback along Green St needs to be reduced to 12-feet to maintain the existing building location. The 30-foot corner side yard setback along Green Street and 30-foot front yard setback along County Line Rd needs to be reduced to 0-feet to maintain the existing parking.***

Mr. Pozsgay stated Staff recommends the approval of the findings of fact as they appear above and therefor recommend approval of the requests.

There were no questions from the Commissioners.

Motion: Commissioner King made a motion to close CDC Case No. 2017-31. Commissioner Ciula seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Moruzzi, King

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 6:43 p.m.



Motion: Commissioner King made a combined motion to approve the Findings of Fact for CDC Case No. 2017-32 as presented by Staff and to approve the Variance request for Corner Side Yard (Municipal Code Section 10-9C-4B). Commissioner Moruzzi seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Moruzzi, King

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Moruzzi made a combined motion to approve the Findings of Fact for CDC Case No. 2017-32 as presented by Staff and to approve the Variance request for Parking in Required Front and Corner Side Yard (Municipal Code Section 10-9C-4B). Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Moruzzi, King

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Moruzzi made a combined motion to approve the Findings of Fact for CDC Case No. 2017-32 as presented by Staff and to approve the Variance request for Parking Lot Screening (Municipal Code Section 10-12-2B-2). Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Moruzzi, King

Nays: None

All were in favor. Motion carried.

---

Ronald Rowe, Chairman  
Community Development Commission

**TYPE:**Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**02.20.08**DESCRIPTION:**

Consideration of an Ordinance Approving Variances, Number of Wall Signs Permitted and Maximum Sign Area for the applicant Amita Health, located at 1240 N Route 83

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**☐*Financially Sound Village*☐*Enrich the lives of Residents**Quality Customer Oriented Services*

X

*Major Business/Corporate Center*

X

*Safe and Beautiful Village**Vibrant Major Corridors***COMMITTEE ACTION:**

Committee of the Whole.

**DATE:**

02.20.18

**BACKGROUND:**

1. The Petitioner is seeking variances to install signage on their existing office building.
2. The medical group is changing names.
3. They would like two wall signs, Code allows a maximum of two (1) wall sign.
4. They also need a variance for maximum sign area.

**KEY ISSUES:**

1. The office has a new name and is replacing old signage for Alexian Brothers Medical Group.
2. Code allows one (1)-wall signs maximum per business, while they are proposing two.
3. They are also over the allowed maximum sign area of 1.5 sq. ft. per one linear foot of building frontage. They would be allowed 57 sq. ft. and are proposing 68.5 sq. ft.

**ALTERNATIVES:**

Discretion of the Committee of the Whole.

**RECOMMENDATION:**

1. The staff respectfully recommends that the Variances be approved.
2. At the Public Hearing on February 8, 2018, the Community Development Commission voted unanimously (4-0) to recommend approval of the Requests with the conditions recommended by staff (attached). Motion passed.

**BUDGET IMPACT:**

n/a

**ACTION REQUIRED:**

Approval of an Ordinance granting Variances for the applicant Amita Health, located at 1240 N Route 83.

**ATTACHMENTS:**

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Aerial & Zoning Maps	2/1/2018	Backup Material
Legal Notice	2/1/2018	Backup Material
Application	2/1/2018	Backup Material

Staff Report	2/1/2018	Executive Summary
Plans	2/1/2018	Backup Material
Site Plan/Survey	2/1/2018	Backup Material
Draft Ordinance	2/12/2018	Ordinance

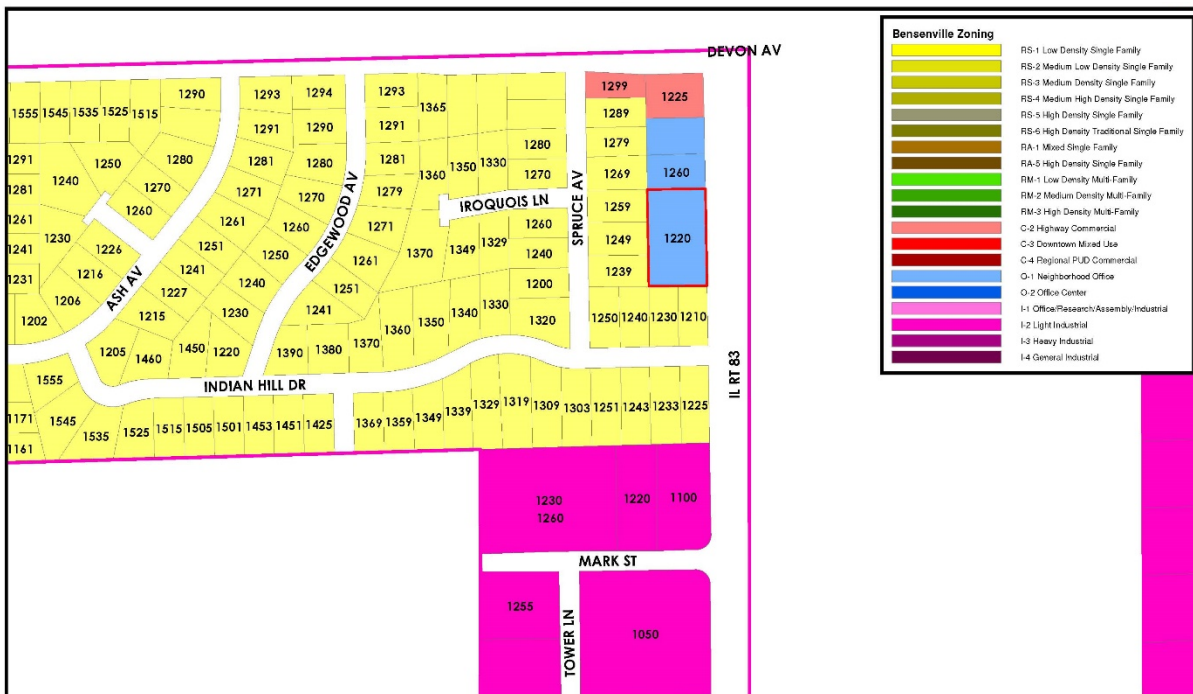


# Village of Bensenville

1240 N Rt 83



Date: 1/11/2018



**LEGAL NOTICE/PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that on Tuesday, February 6, 2018 at 6:30 P.M., the Community Development Commission of the Village of Bensenville, Du Page and Cook Counties, will hold a Public Hearing to review Case No. 2017 – 31 to consider a request for:

Variance, Signage (Number permitted),  
Municipal Code Section 10 – 18 – 12A – 3b – 2; and

Variance, Signage (Maximum sign area),  
Municipal Code Section 10 – 18 – 12A – 3c – 2.

1240 N IL Route 83 is in an O – 1 Neighborhood Office District. The Public Hearing will be held in the Village Board Room at Village Hall, 12 S. Center Street, Bensenville, IL.

The Legal Description is as follows:

LOTS 52, 53 AND 54 IN BRANIGAR’S MOHAWK TERRACE, BEING A SUBDIVISION IN SECTION 3, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 17, 1956, AS DOCUMENT 786620, AND CERTIFICATE OF CORRECTION FILED JANUARY 24, 1956, AS DOCUMENT 787250, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 1240 N IL Route 83, Bensenville, IL 60106.

Masa Corp of 414 W Harding Road, Lombard IL 60148 is the owner and Professional Permits of 58171 Dragonfly Court, Osceola IN 46561 the applicant for the subject property.

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

Applicant’s application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend and will be heard at the Public Hearing. Written comments will be accepted by the Community and Economic Development Department through February 6, 2018 until 5:00 P.M.

Office of the Village Clerk  
Village of Bensenville

**TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT  
January 18, 2018**



**For Office Use Only**

Date of Submission: \_\_\_\_\_ MUNIS Account #: \_\_\_\_\_ CDC Case #: \_\_\_\_\_

**COMMUNITY DEVELOPMENT COMMISSION APPLICATION**

Address: 1240 Busse Rd Bensenville IL 60106

Property Index Number(s) (PIN): 03-03-203-020-0000

**A. PROPERTY OWNER:**

SHOEB & REHANA KHAN MASA CORP.  
Name Corporation (if applicable)

414 W. HARDING RD.  
Street

LOMBARD IL. 60148  
City State Zip Code

Shoeb Khan Cell 630-484-0815 Khanfamily2@yahoo.com  
Contact Person Telephone Number & Email Address

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

Property Owner Signature: [Signature] Date: 11-7-17

**B. APPLICANT:** ☐ Check box if same as owner

Garry Potts Professional Permits  
Name Corporation (if applicable)

58171 Dragonfly Court  
Street

Osceola IN 46561  
City State Zip Code

574-229-0635 gpotts@professionalpermits.com  
Contact Person Telephone Number & Email Address

Agent  
Relationship of Applicant to subject property

Applicant Signature: [Signature] Date: 11/16/2017

**C. ACTION REQUESTED (Check applicable):**

- ☐ Annexation
- ☐ Conditional Use Permit
- ☐ Master Sign Plan
- ☐ Planned Unit Development\*\*
- ☐ Plat of Subdivision
- ☐ Rezoning (Map Amendment)
- ☐ Site Plan Review
- ☒ Variance

\*Item located within this application packet.

\*\*See staff for additional information on PUD requests

**SUBMITTAL REQUIREMENTS (1 original & 1 copy of each):**

- ☐ Affidavit of Ownership\* (signed/notarized)
- ☐ Application\*
- ☐ Approval Criteria
- ☐ Legal Description of Property
- ☐ Plat of Survey
- ☐ Site Plan
- ☐ Building Plans & Elevations
- ☐ Engineering Plans
- ☐ Landscape Plan
- ☐ Review Fee (Application Fee + Escrow)
- ☐ Escrow agreement and deposit\*
- ☐ Digital Submission of all application materials (CD)

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

Petitioner is requesting a variance to allow a second wall sign on the building where one (1) is

allowed by code and an additional variance for 68.5 sq ft in total wall sign square footage where

57 sq ft is allowed by code.

**D. PROJECT DATA:**

1. General description of the site: 1.45 AC property w/one commercial building and assoc parking

2. Acreage of the site: 1.45 Building Size (if applicable): 105' x 38'

3. Is this property within the Village limits? (Check applicable below)

☒ Yes

☐ No, requesting annexation

☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.

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

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	O-1	C	Bensenville, Village
North:	O-1	C	Bensenville, Village
South:	RS-1	R	Bensenville, Village
East:	I-2	I	Elk Grove Village
West:	RS-1	R	Bensenville, Village

**E. DEVELOPER'S STAFF (if applicable):**

**ARCHITECT**

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

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

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

**ENGINEER:**

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

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

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

**ATTORNEY**

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

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

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

**OTHER**

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

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

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

**F. APPROVAL CRITERIA:**

The applicant must compose a letter describing how the request(s) specifically meets the individual criteria from the Approval Criteria. The CDC will be unable to recommend approval of a request without a response to the pertinent "Approval Criteria."



### STAFF REPORT

**HEARING DATE:** February 6, 2018  
**CASE #:** 2017 – 31  
**PROPERTY:** 1240 IL Route 83  
**PROPERTY OWNER:** Masa Corp  
**APPLICANT:** Professional Permits (Amita Health)  
**SITE SIZE:** 1.45 acres  
**BUILDING SIZE:** 3,990 SF  
**PIN NUMBERS:** 03-03-203-020  
**ZONING:** O – 1 Neighborhood Office  
**REQUEST:** Variances, Signage (number permitted and maximum sign area)  
Municipal Code Sections 10 – 18 – 12A – 3b – 2 and  
10 – 18 – 12A – 3c – 2

### **PUBLIC NOTICE:**

1. A Legal Notice was published in the Bensenville Independent on Thursday January 18, 2018. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Thursday January 18, 2018.
3. On Thursday January 18, 2018, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

### **SUMMARY:**

The Petitioner is seeking variances to install signage on their office building. The office has a new name and is replacing old signage for Alexian Brothers Medical Group. Code allows one (1)-wall signs maximum per business, while they are proposing two. They are also over the allowed maximum sign area of 1.5 sq. ft. per one linear foot of building frontage. They would be allowed 57 sq. ft. and are proposing 68.5 sq. ft.

### **SURROUNDING LAND USES:**

	<b>Zoning</b>	<b>Land Use</b>	<b>Comprehensive Plan</b>	<b>Jurisdiction</b>
<b>Site</b>	O – 1	Professional Office	Local Commercial	Village of Bensenville
<b>North</b>	O – 1	Professional Office	Local Commercial	Village of Bensenville
<b>South</b>	RS – 1	Residential	Single Family Residential	Village of Bensenville
<b>East</b>	I – 2	Industrial	Industrial	Elk Grove Village
<b>West</b>	RS – 1	Residential	Single Family Residential	Village of Bensenville



**DEPARTMENT COMMENTS:**

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

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

Finance:

No issues.

Police:

No comments.

Engineering and Public Works:

No comments.

Community & Economic Development:

Economic Development:

No comments.

Fire Safety:

No comments.

Building:

No comments at this time.

Planning:

- 1) The 2015 Comprehensive Plan indicates “Local Commercial” for this property.
- 2) Code only allows one wall sign per business. They are proposing two.
- 3) Code allows a total area per business establishment not to exceed one and one half square feet of sign area per one linear foot of frontage. The proposed signs are for the east facade of the building. The proposed signs are roughly 68.5 square feet. Code would allow 57 square feet.

**APPROVAL CRITERIA FOR VARIANCES:**

The Community Development Commission shall not recommend nor shall the Village Board grant a variance unless it shall make findings based upon the evidence presented to it in each specific case that:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

***Response: Special circumstances, fully described in the written findings, exist that are peculiar to the property for which the Variance is sought and that do not apply***

*generally to other properties in the same zoning district. And these circumstances are not of so general or recurrent a nature as to make it reasonably practical to provide a general amendment to this Ordinance to cover them. This is due to the fact that the wall signage is obscured by median landscaping for Northbound traffic.*

2. **Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

*Response: For reasons set forth in the findings, the literal application of the provisions of this Ordinance would result in unnecessary and undue hardship or practical difficulties for the applicant, as distinguished from mere inconvenience. The literal application of this Ordinance would cause an undue hardship because the facility is an Immediate Care facility providing quick and immediate access to healthcare and the signage needs to be legible to be effective.*

3. **Circumstances Relate to Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

*Response: The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography, or soil conditions. They do not concern any business or activity the present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business, or financial circumstances of any party with interest in the property. The special circumstance is due to the topography of Busse Road and the landscaping in the median.*

4. **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

*Response: The special circumstances and practical difficulties or hardship that are the basis for the Variance have not resulted from any act, undertaken subsequent to the adoption of this Ordinance or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any Variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act. Amita Health did not install the landscaping in the median and therefore did not create the motorist issues with sign visibility.*

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

*Response: A Variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties. The sign size and location is the effective size and placement to provide effective motorist wayfinding.*

6. **Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

*Response: The granting of a Variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a Variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property. The variance is necessary not only for the property owner but also for those motorists who are in need of immediate care for medical issues.*

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

*Response: The granting of the Variance will not alter the essential character of the locality nor substantially impair environmental quality, property values, or public safety or welfare in the vicinity. The variance will not impair environmental quality or property values and will increase public safety and welfare in the vicinity by providing legible signage.*

8. **Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

*Response: The granting of a Variance will be in harmony with the general purpose and intent of this Ordinance and of the General Development Plan and other applicable adopted plans of the Village of Bensenville, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof. The granting of the variance will be in harmony with the general purpose and intent of this ordinance, as there are certain situations that require variances to provide for safe and effective motorist wayfinding and provide timely and potentially life-saving information to the citizens within the Village.*

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

***Response: The Variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property. The requested relief is the minimum variance needed to provide for safe and effective motorist wayfinding in the Village for those traveling Busse Rd.***

<b>Variances Approval Criteria</b>	<b>Meets Criteria</b>	
	<i>Yes</i>	<i>No</i>
1. Special Circumstances	X	
2. Hardship	X	
3. Circumstances relate to the Property	X	
4. Not Resulting from Applicant Actions	X	
5. Preserve Rights Conferred By District	X	
6. Necessary for the Use of the Property	X	
7. Not Alter Local Character	X	
8. Consistent with Title and Plan	X	
9. Minimum Variance Needed	X	

**RECOMMENDATIONS:**

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Variances for Professional Permits (Amita Health), with the following condition:

1. The plans and aesthetics of the sign to be in substantial compliance with the plans submitted with this application.

Respectfully Submitted,  
Department of Community  
& Economic Development



**Loc#: 41**

1240 Busse Rd,  
Bensenville, IL 60106



We Brand Your  
Places & Spaces

Site Plan

Sign #	Qty.	Description	Sq. Ft.
1	2	<b>CUSTOM</b> Acrylic Replacement Face	17.7
2	1	<b>IL-H-30</b> Face Lit LED Illuminated Channel Letters Flush Mount	46.1
3	1	<b>IC-24-H</b> Illuminated Wall sign	22.4
4	1	<b>DOOR VINYL</b>	N/A
Total Proposed			86.2



Drawing prepared by:



Location: 1240 Busse Rd,  
Bensenville, IL 60106  
File Path: Active\ACCOUNTS\Amita Health\Project 4400\Locations Ambulatory\4400\_0041\_Bensenville\_IL\_R5  
Proj #: 4400  
Loc #: 41

Drawing prepared for:



Revision #:	Req. #:	Date:	Artist	Revision #:	Req. #:	Date:	Artist	Revision #:	Req. #:	Date:	Artist
Original	251630	05/24/17	ABP	Rev 5	260790	11/03/17	ABP	Original	000000	00/00/00	XXX
-	251885	06/02/17	ABP	Rev 6	000000	00/00/00	XXX	Rev 11	000000	00/00/00	XXX
Rev 1	252704	06/19/17	SDB	Rev 7	000000	00/00/00	XXX	Rev 12	000000	00/00/00	XXX
Rev 2	253844	07/21/17	ABP	Rev 8	000000	00/00/00	XXX	Rev 13	000000	00/00/00	XXX
Rev 3	255400	08/02/17	ABP	Rev 9	000000	00/00/00	XXX	Rev 14	000000	00/00/00	XXX
Rev 4	256229	08/15/17	KWK	Rev 10	000000	00/00/00	XXX	Rev 15	000000	00/00/00	XXX

Drawings are the exclusive property of ICON. Any unauthorized use or duplication is not permitted.



Overview Photos



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6

Drawing prepared by:



Location: 1240 Busse Rd,  
Bensenville, IL 60106  
Loc #: 41  
File Path: Active\ACCOUNTS\Amita Health\Project 4400\Locations Ambulatory\4400\_0041\_Bensenville\_IL\_R5

Drawing prepared for:



Revision #:	Req. #:	Date:	Artist	Revision #:	Req. #:	Date:	Artist	Revision #:	Req. #:	Date:	Artist
Original	251630	05/24/17	ABP	Rev 5	260790	11/03/17	ABP	Original	000000	00/00/00	XXX
-	251885	06/02/17	ABP	Rev 6	000000	00/00/00	XXX	Rev 11	000000	00/00/00	XXX
Rev 1	252704	06/19/17	SDB	Rev 7	000000	00/00/00	XXX	Rev 12	000000	00/00/00	XXX
Rev 2	253844	07/21/17	ABP	Rev 8	000000	00/00/00	XXX	Rev 13	000000	00/00/00	XXX
Rev 3	255400	08/02/17	ABP	Rev 9	000000	00/00/00	XXX	Rev 14	000000	00/00/00	XXX
Rev 4	256229	08/15/17	KWK	Rev 10	000000	00/00/00	XXX	Rev 15	000000	00/00/00	XXX

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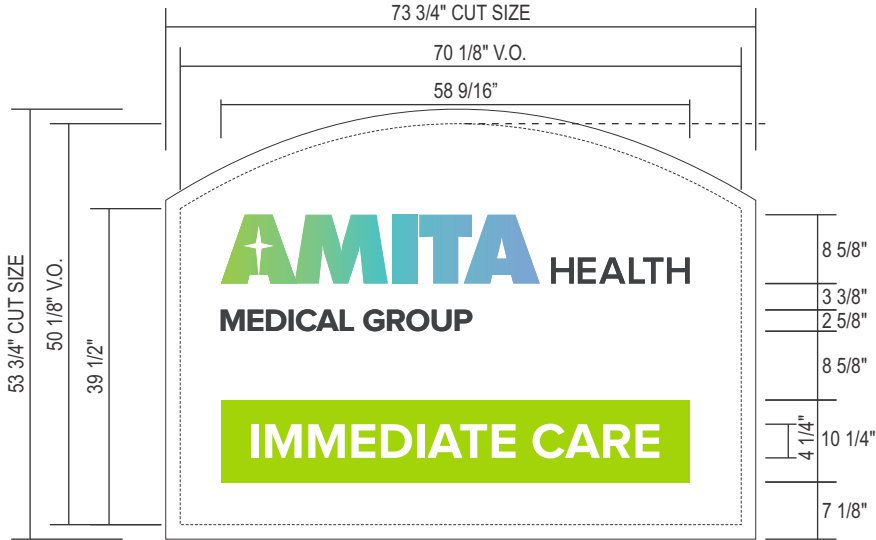
Proposed Signage

Sign #	Qty.	Description	Sq. Ft.
1	2 Faces	CUSTOM Acrylic Replacement Face	17.7

NOTES:  
Cut size: 53 3/4"H x 73 3/4"W, Paint Cabinet White.  
Note: "If applicable, replace ballasts and lamps if needed"  
Service existing electrical component as needed



Existing



SCALE: 1/2"=1'-0"



Proposed

Drawing prepared by:



Location: 1240 Busse Rd,  
Bensenville, IL 60106  
File Path: Active\ACCOUNTS\Amita Health\Project 4400\Locations Ambulatory\4400\_0041\_Bensenville\_IL\_R5  
Proj #: 4400  
Loc #: 41

Drawing prepared for:



Revision #:	Req. #:	Date:	Artist	Revision #:	Req. #:	Date:	Artist	Revision #:	Req. #:	Date:	Artist
Original	251630	05/24/17	ABP	Rev 5	260790	11/03/17	ABP	Original	000000	00/00/00	XXX
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Rev 1	252704	06/19/17	SDB	Rev 7	000000	00/00/00	XXX	Rev 12	000000	00/00/00	XXX
Rev 2	253844	07/21/17	ABP	Rev 8	000000	00/00/00	XXX	Rev 13	000000	00/00/00	XXX
Rev 3	255400	08/02/17	ABP	Rev 9	000000	00/00/00	XXX	Rev 14	000000	00/00/00	XXX
Rev 4	256229	08/15/17	KWK	Rev 10	000000	00/00/00	XXX	Rev 15	000000	00/00/00	XXX

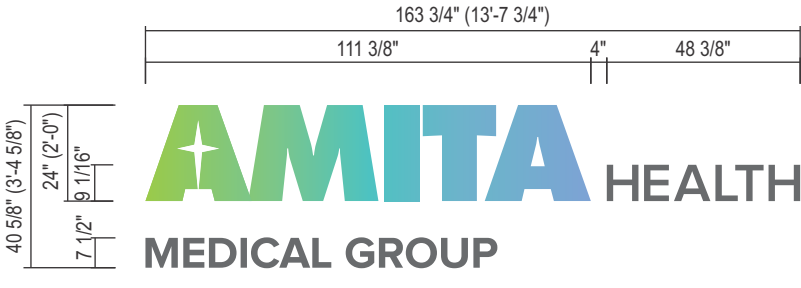
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Proposed Signage

Sign #	Qty.	Description	Sq. Ft.
2	1	IL-H-24 Face Lit LED Illuminated Channel Letters Flush Mount	46.1

**NOTES:**  
Remove existing sign, patch penetrated holes w/ like building materials and paint break to break (150 sq.ft.) , Paint color to be White.  
Use existing electric.



SCALE: 1/4"=1'-0"

RESTORATION AREA



Existing



Proposed

Drawing prepared by:



Location: 1240 Busse Rd,  
Bensenville, IL 60106  
File Path: Active\ACCOUNTS\Amita Health\Project 4400\Locations Ambulatory\4400\_0041\_Bensenville\_IL\_R5  
Proj #: 4400  
Loc #: 41

Drawing prepared for:



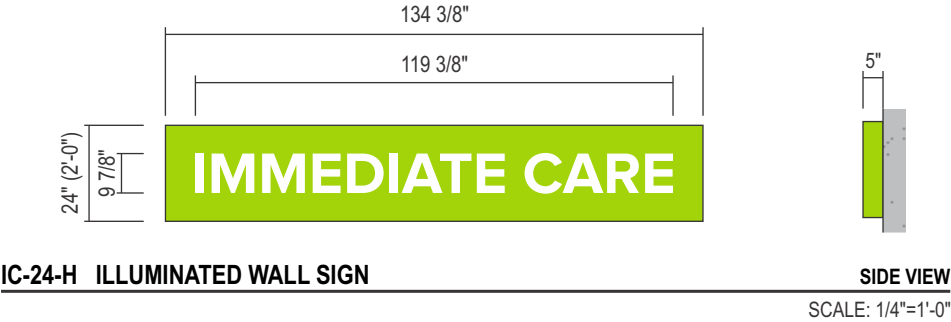
Revision #:	Req. #:	Date:	Artist	Revision #:	Req. #:	Date:	Artist	Revision #:	Req. #:	Date:	Artist
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Rev 3	255400	08/02/17	ABP	Rev 9	000000	00/00/00	XXX	Rev 14	000000	00/00/00	XXX
Rev 4	256229	08/15/17	KWK	Rev 10	000000	00/00/00	XXX	Rev 15	000000	00/00/00	XXX

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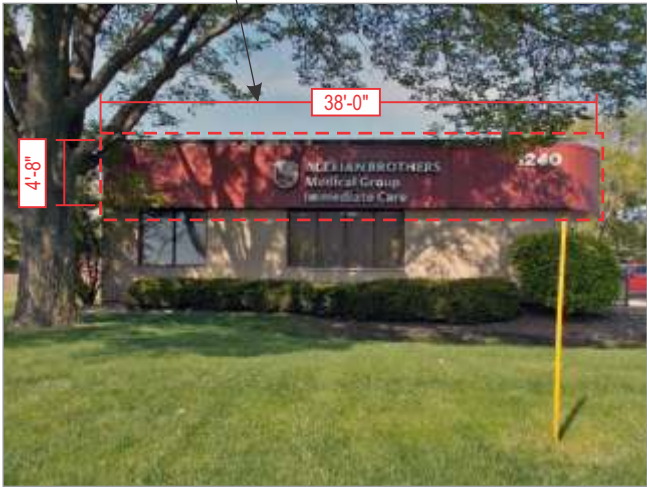
Proposed Signage

Sign #	Qty.	Description	Sq. Ft.
3	1	IC-24-H Illuminated Wall sign	22.4

**NOTES:**  
Remove existing sign, patch penetrated holes w/ like building materials and paint break to break (150 sq.ft.) , Paint color to be White.  
Use existing electric.



RESTORATION AREA



Existing



Proposed

Drawing prepared by:



**Location:**  
1240 Busse Rd,  
Bensenville, IL 60106

**Proj #:**  
4400

**Loc #:**  
41

**File Path:**  
Active\ACCOUNTS\Amita Health\Project 4400\Locations Ambulatory\4400\_0041\_Bensenville\_IL\_R5

Drawing prepared for:



Revision #:	Req. #:	Date:	Artist	Revision #:	Req. #:	Date:	Artist	Revision #:	Req. #:	Date:	Artist
Original	251630	05/24/17	ABP	Rev 5	260790	11/03/17	ABP	Original	000000	00/00/00	XXX
-	251885	06/02/17	ABP	Rev 6	000000	00/00/00	XXX	Rev 11	000000	00/00/00	XXX
Rev 1	252704	06/19/17	SDB	Rev 7	000000	00/00/00	XXX	Rev 12	000000	00/00/00	XXX
Rev 2	253844	07/21/17	ABP	Rev 8	000000	00/00/00	XXX	Rev 13	000000	00/00/00	XXX
Rev 3	255400	08/02/17	ABP	Rev 9	000000	00/00/00	XXX	Rev 14	000000	00/00/00	XXX
Rev 4	256229	08/15/17	KWK	Rev 10	000000	00/00/00	XXX	Rev 15	000000	00/00/00	XXX

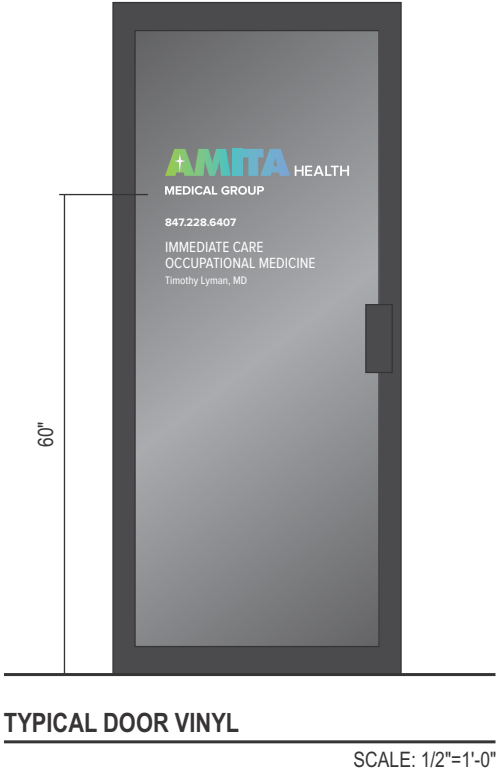
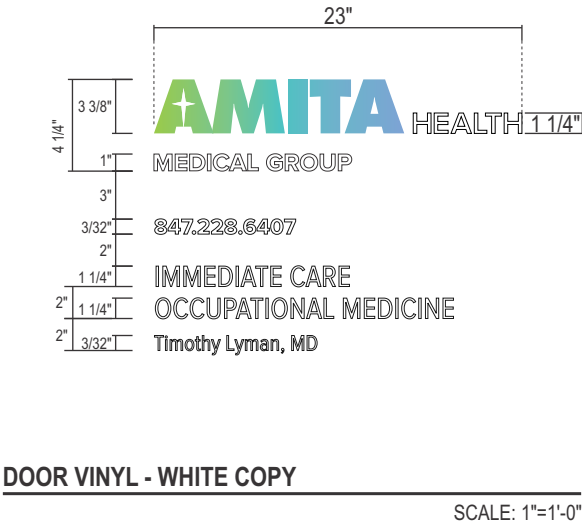
Drawings are the exclusive property of ICON. Any unauthorized use or duplication is not permitted.

Proposed Signage

Sign #	Qty.	Description	Sq. Ft.
4	1	DOOR VINYL	N/A

NOTES:  
Remove and Replace existing door vinyl,

(DRAFT) To be determined by client.



Existing



Proposed

Drawing prepared by:



Location: 1240 Busse Rd,  
Bensenville, IL 60106  
File Path: Active\ACCOUNTS\Amita Health\Project 4400\Locations Ambulatory\4400\_0041\_Bensenville\_IL\_R5  
Proj #: 4400  
Loc #: 41

Drawing prepared for:



Revision #:	Req. #:	Date:	Artist	Revision #:	Req. #:	Date:	Artist	Revision #:	Req. #:	Date:	Artist
Original	251630	05/24/17	ABP	Rev 5	260790	11/03/17	ABP	Original	000000	00/00/00	XXX
-	251885	06/02/17	ABP	Rev 6	000000	00/00/00	XXX	Rev 11	000000	00/00/00	XXX
Rev 1	252704	06/19/17	SDB	Rev 7	000000	00/00/00	XXX	Rev 12	000000	00/00/00	XXX
Rev 2	253844	07/21/17	ABP	Rev 8	000000	00/00/00	XXX	Rev 13	000000	00/00/00	XXX
Rev 3	255400	08/02/17	ABP	Rev 9	000000	00/00/00	XXX	Rev 14	000000	00/00/00	XXX
Rev 4	256229	08/15/17	KWK	Rev 10	000000	00/00/00	XXX	Rev 15	000000	00/00/00	XXX

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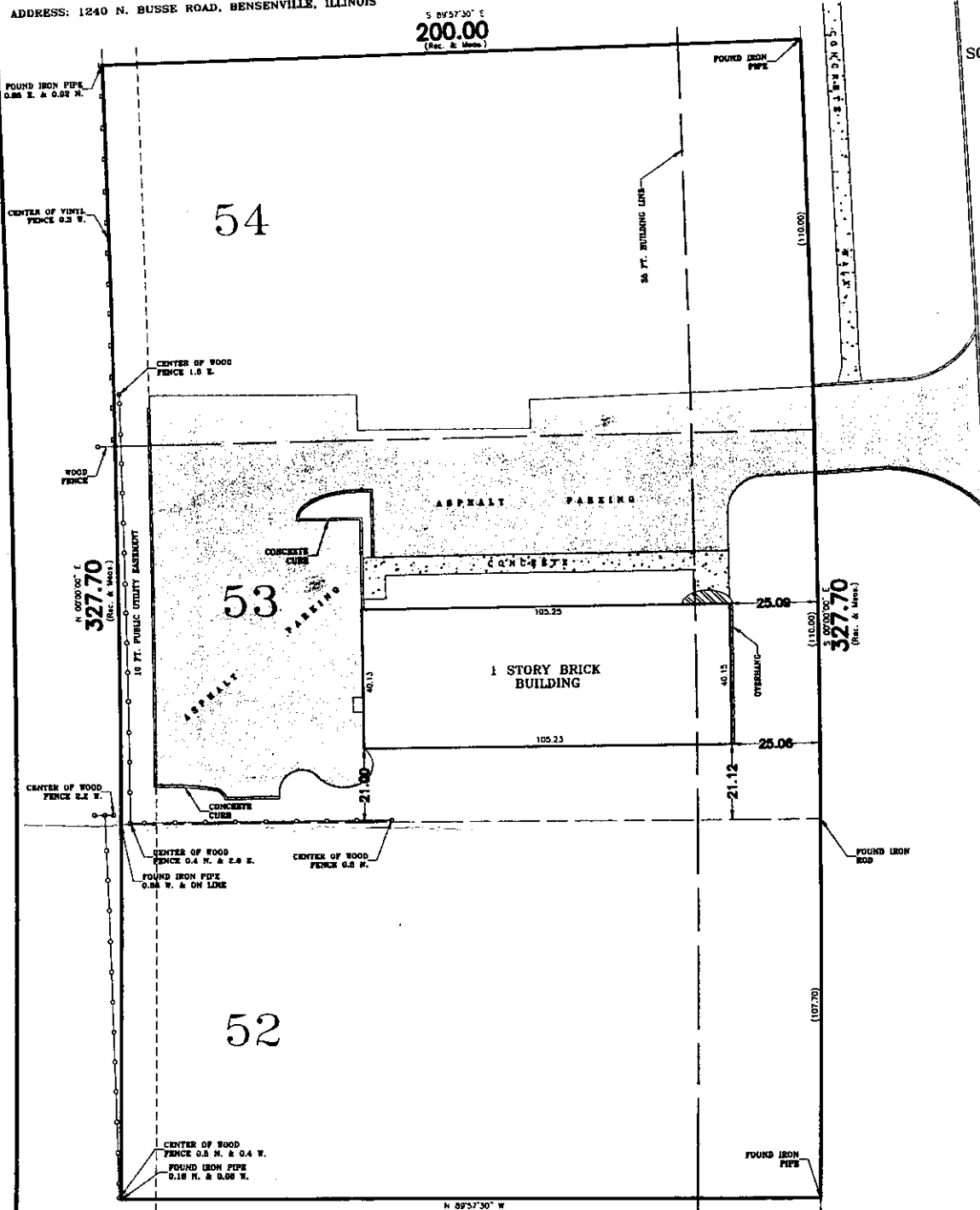
# PLAT OF SURVEY of

LOTS 52, 53 AND 54 IN BRANIGAR'S MOHAWK TERRACE, BEING A SUBDIVISION IN SECTION 3, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 17, 1958, AS DOCUMENT 786620, AND CERTIFICATE OF CORRECTION FILED JANUARY 24, 1958, AS DOCUMENT 787250, IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 1240 N. BUSSE ROAD, BENSENVILLE, ILLINOIS



SCALE: 1"=30'



## GENERAL NOTES:

- 1) THE LEGAL DESCRIPTION HAS BEEN PROVIDED BY THE CLIENT OR THEIR AGENT.
- 2) THIS SURVEY SHOWS THE BUILDING LINES AND EASEMENTS AS INDICATED BY THE RECORDED PLAT. THIS PLAT DOES NOT SHOW ANY RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES UNLESS SUPPLIED BY THE CLIENT.
- 3) BASIS OF BEARING FOR THIS SURVEY IS AS THE NORTH ARROW INDICATES, AND IS SHOWN TO INDICATE THE ANGULAR RELATIONSHIP OF THE BOUNDARY LINES.
- 4) MONUMENTS, IF SET, DURING THIS SURVEY, REPRESENT THE TRUE CORNERS OF THIS DESCRIPTION AS SURVEYED.
- 5) LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO EXTRAPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN HEREON.
- 6) ONLY COPIES WITH AN ORIGINAL SIGNATURE AND SEAL ARE OFFICIAL LEGAL DOCUMENTS. ALL SURVEYS ARE COPYRIGHTED MATERIALS WITH ALL RIGHTS RESERVED.

STATE OF ILLINOIS )  
COUNTY OF COOK )

SURVEY ORDERED BY: SHOEB KHAN  
PREFERRED SURVEY, INC., DOES HEREBY STATE THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARD FOR A BOUNDARY SURVEY. PROPERTY CORNERS HAVE BEEN SET OR NOT IN ACCORDANCE WITH CLIENT AGREEMENT. DIMENSIONS ARE SHOWN IN FEET



**ORDINANCE # \_\_\_\_\_**

**AN ORDINANCE GRANTING APPROVAL OF VARIANCES  
TO ALLOW SIGNAGE  
AT 1240 NORTH ILLINOIS ROUTE 83, BENSENVILLE, ILLINOIS**

**WHEREAS**, Masa Corp (“Owner”) and Professional Permits (“Applicant”) filed an application for Variances, Signage, Number Permitted, Municipal Code Section 10 – 18 – 12A – 3b – 2 and Maximum Sign Area, Municipal Code Sections 10 – 18 – 12A – 3c – 2 of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 1240 North Illinois Route 83, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

**WHEREAS**, Notice of Public Hearing with respect to the Variances sought by the Applicant was published in the Bensenville Independent on Thursday, January 18, 2018 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on February 6, 2018 as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, after hearing the application, the Community Development Commission agreed with the findings of fact submitted by Applicant recommending approval of the Variances and, thereafter, voted unanimously (4-0) to recommend approval of the Variances, and forwarded its recommendations, including the Staff Report and findings relative to the Variances to the Village Board Committee of the Whole, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

**WHEREAS**, on February 20, 2018 the Village Board Committee of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

**WHEREAS**, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested Variances as recommended by the

Community Development Commission to allow the Variances is consistent with the Zoning Ordinance.

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

**SECTION ONE:** That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

**SECTION TWO:** That the Staff Report and Recommendation to approve the Variances sought, as allowed by the Zoning Ordinance, Sections 10 – 18 – 12A – 3b – 2 and 10 – 18 – 12A – 3c – 2 as adopted by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Variances is proper and necessary.

**SECTION THREE:** That the Variances to allow an increase in the Number of Permitted Walls Signs and Maximum Sign Area as sought by the Applicant of the Subject Property is hereby granted.

**SECTION FOUR:** That the Variances sought by the Owner/Applicant on the Subject Property is hereby approved with the following conditions:

1. The plans and aesthetics of the sign to be in substantial compliance with the plans submitted with this application.

**SECTION FIVE:** That all requirements of the Zoning Ordinance shall be applicable except as allowed by the Variances granted herein.

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

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, this 27th day of February 2018.

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_,  
Nancy Quinn, Village Clerk

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

NAYES: \_\_\_\_\_

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

Ordinance # \_\_\_\_- 2018  
Exhibit "A"

The Legal Description is as follows:

LOTS 52, 53 AND 54 IN BRANIGAR'S MOHAWK TERRACE, BEING A SUBDIVISION IN SECTION 3, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 17, 1956, AS DOCUMENT 786620, AND CERTIFICATE OF CORRECTION FILED JANUARY 24, 1956, AS DOCUMENT 787250, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 1240 N IL Route 83, Bensenville, IL 60106.



**Ordinance # \_\_\_\_ - 2018**  
**Exhibit “B”**  
**Findings of Fact**

Mr. Pozsgay reviewed the approval criteria for requested variances consisting of:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

*Response: Special circumstances, fully described in the written findings, exist that are peculiar to the property for which the Variance is sought and that do not apply generally to other properties in the same zoning district. And these circumstances are not of so general or recurrent a nature as to make it reasonably practical to provide a general amendment to this Ordinance to cover them. This is due to the fact that the wall signage is obscured by median landscaping for Northbound traffic.*

2. **Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

*Response: For reasons set forth in the findings, the literal application of the provisions of this Ordinance would result in unnecessary and undue hardship or practical difficulties for the applicant, as distinguished from mere inconvenience. The literal application of this Ordinance would cause an undue hardship because the facility is an Immediate Care facility providing quick and immediate access to healthcare and the signage needs to be legible to be effective.*

3. **Circumstances Relate to Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

4. *Response: The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography, or soil conditions. They do not concern any business or activity the present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business, or financial circumstances of any party with*

*interest in the property. The special circumstance is due to the topography of Busse Road and the landscaping in the median.*

5. **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

*Response: The special circumstances and practical difficulties or hardship that are the basis for the Variance have not resulted from any act, undertaken subsequent to the adoption of this Ordinance or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any Variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act. Amita Health did not install the landscaping in the median and therefore did not create the motorist issues with sign visibility.*

6. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

*Response: A Variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties. The sign size and location is the effective size and placement to provide effective motorist wayfinding.*

7. **Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

*Response: The granting of a Variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a Variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property. The variance is necessary not only for the property owner but also for those motorists who are in need of immediate care for medical issues.*

8. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

*Response: The granting of the Variance will not alter the essential character of the locality nor substantially impair environmental quality, property values, or public safety or welfare in the vicinity. The variance will not impair environmental quality or property values and will increase public safety and welfare in the vicinity by providing legible signage.*

9. **Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

*Response: The granting of a Variance will be in harmony with the general purpose and intent of this Ordinance and of the General Development Plan and other applicable adopted plans of the Village of Bensenville, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof. The granting of the variance will be in harmony with the general purpose and intent of this ordinance, as there are certain situations that require variances to provide for safe and effective motorist wayfinding and provide timely and potentially life-saving information to the citizens within the Village.*

10. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

*Response: The Variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property. The requested relief is the minimum variance needed to provide for safe and effective motorist wayfinding in the Village for those traveling Busse Rd.*

Mr. Pozsgay stated Staff recommends the approval of the findings of fact as they appear above and therefor recommend approval of the requests with the following condition:

1. The plans and aesthetics of the sign to be in substantial compliance with the plans submitted with this application.

There were no questions from the Commissioners.

Motion:

Commissioner King made a motion to close CDC Case No.

2017-31. Commissioner Moruzzi seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Moruzzi, King

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 6:36 p.m.

Motion: Commissioner King made a combined motion to approve the Findings of Fact for CDC Case No. 2017-31 as presented by Staff and to approve the variance for the number of signs permits (Municipal Code Sections 10 – 18 – 12A – 3b – 2 ) with Staff’s recommendations. Commissioner Ciula seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Moruzzi, King

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Moruzzi made a combined motion to approve the Findings of Fact for CDC Case No. 2017-31 as presented by Staff and to approve the variance for the maximum sign area (Municipal Code Sections 10 – 18 – 12A – 3c – 2 ) with Staff’s recommendations. Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Moruzzi, King

Nays: None

All were in favor. Motion carried.

---

Ronald Rowe, Chairman  
Community Development Commission

**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**February 20, 2018**DESCRIPTION:**

Consideration of a Resolution Authorizing Approval of a Contract Extension with Green Horizons, Inc. for Lawn Maintenance Services in the Not-to-Exceed amount of \$60,000

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

COW

**DATE:**

February 20, 2018

**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. Green Horizons, Inc. is a local Bensenville business.

**KEY ISSUES:**

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

During the budget process last year, staff evaluated the costs of in-house versus contracted lawn maintenance. At that time, staff felt that bringing the lawn maintenance back in-house would be a cost saving measure. This decision was based on the cost of the existing contracted cost (\$70,000) versus the costs to hire staffing to perform the work (~\$60,000 + equipment maintenance costs).

Staff contacted Green Horizons to inform them of our intent not to renew the contract for an additional year. Green Horizons asked for the opportunity to lower their costs. A new proposal was submitted to perform the contract at a not-to-exceed amount of \$60,000.

Based off this new proposal, staff recommends continuing to contract the lawn maintenance to Green Horizons.

**ALTERNATIVES:**

Discretion of the Committee.

**RECOMMENDATION:**

Staff recommends awarding the 2018 contract at the reduced cost.

**BUDGET IMPACT:**

The CY2018 budget allocated funds (\$60,000) in Building Maintenance - Salaries - Regular Part-Time

(Account No.11050440-549990).

**ACTION REQUIRED:**

Approval of a Resolution Authorizing Approval of a Contract Extension with Green Horizons, Inc. for Lawn Maintenance Services in the Not-to-Exceed amount of \$60,000.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
RES - 2018 Lawn Maintenance	2/13/2018	Resolution Letter
Exhibit A - 2018 Lawn Maintenance	2/13/2018	Backup Material
EXT - 2018 Lawn Maintenance	2/13/2018	Backup Material
PROP - 2018 Lawn Maintenance	2/13/2018	Backup Material

**RESOLUTION NO.**

**AUTHORIZING APPROVAL OF CONTRACT EXTENSION WITH GREEN HORIZON, INC. FOR LAWN MAINTENANCE SERVICES IN THE NOT TO EXCEED AMOUNT OF \$60,000**

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 has negotiated a price reduction for the 2018 contract for a new contract cost of \$60,000, and

WHEREAS the Village of Bensenville desires to execute a contract extension for 2018 mowing service for the sites included in “Exhibit A” Base Bid in the amount of \$60,000.

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 \$60,000.

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.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 27, 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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



## EXHIBIT A

	2018 Locations			Weekly	Bi-Monthly
Site	Name	Acerage	Cutting Cycle	Weekly Cost per Cycle	Every 2 weeks Cycle
1	Indian Hill (N & S of entrance) & Rt 83 West Side	0.260	Bi-Monthly	x	
2	Ellis Street & Eastern Street (N branch of Willow Creek) (N&S)	0.796	Bi-Monthly	x	
3	Thomas Lift Station (southeast end of bubble)	0.019	Weekly		x
4	Marshall Dead End at Foster	0.046	Bi-Monthly	x	
5	Foster Well House (across from Fire Station, #5)	1.857	Weekly		x
6	700 W Foster Well Site (#7, behind Fire Station)	0.225	Weekly		x
7	Foster Lift Station (Thomas & Foster NW corner)	0.023	Weekly		x
8	340 N Meyer (Old Well Site 4) - south of Leland Court	0.375	Weekly		x
9	Argyle Ct Island in cul-de-sac	0.004	Bi-Monthly	x	
10	Spruce Lift Station at Twin Oaks NE corner	0.012	Weekly		x
11	Gina's Hot Dog Alley	0.146	Bi-Monthly	x	
12	Spruce Dead End at railroad	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	0.171	Weekly		x
17	York Rd East ROW Irving to Roosevelt	0.462	Weekly		x
18	112 N Center St - vacant lot	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 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) & detention pond rim	0.288	Weekly		x
26	Main Street South ROW Church to Addison	1.562	Weekly		x
27	6 N & 10 N Center (Main & Center vacant lot)	0.554	Weekly		x
28	Center Street RR Commuter Lot (north of Main, East side)	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	Southside Green St Vacant lot: btwn Mason & Addison behind LaHeurta	0.293	Weekly		x
33	302 W Green St (Green Teen Zone)	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

## EXHIBIT A

36	Lions Park: Wood & Addison	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 (east of 740 Green Street)	0.031	Weekly		X
40	Green & County Line: VoB Entry Sign (northside; W of 949 Green)	0.022	Weekly		X
41	Jefferson ROW Northside (County Line to Edge Ice Arena)	0.741	Weekly		X
42	Edge II Ice Arena: 735 E Jefferson	0.520	Weekly		X
43	Public Works: 717 E Jefferson	0.704	Weekly		X
44	Park Generator (East side of Park) btwn Memorial & Washington	0.051	Weekly		X
45	Park Lift Station (West side of Park) btwn Memorial & Washington	0.006	Weekly		X
46	Belmont Tower (includes Well 6)	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 Southside	0.631	Weekly		X
50	Pamela Dr south parkway (backs up to River Forest Golf Club)	0.193	Weekly		X
51	101 E Red Oak	0.278	Weekly		X
52	Red Oak ROW at Creek (north & south side)	0.064	Weekly		X
53	Unimproved ROW Red Oak and Marion	0.230	Weekly		X
54	Red Oak Lift Sation (eastside on Park Street)	0.005	Weekly		X
55	Redmond Recreational Complex	41.928	Weekly		X
56	Waveland Lift Station (across from 1004 Waveland)	0.016	Weekly		X
57	Surplus Vehicle site entrance on County Line Rd (strip)	0.104	Weekly		X
58	County Line Lift Station (eastside of County Line)	0.009	Weekly		X
59	John St. west parkway	0.373	Weekly		X
60	Diana at Creek (southside at Diana)	0.983	Weekly		X
61	Redmond Ct Pond (N. of George Street)	0.681	Weekly		X
62	York & Grand VoB Entryway Sign (on York; N of Grand)	0.004	Weekly		X
63	Wastewater Treatment Plant - Jefferson (north of PW)	3.160	Weekly		X
64	Rt 83 West: Parkway/Shoulders/ROW & Corners	1.891	Bi-Monthly	2018 4 x/yr at Village request	
65	Rt 83 East: Parkway/Shoulders/ROW & Corners North of RR	1.715	Bi-Monthly	2018 4 x/yr at Village request	
66	Rt 83 East: Parkway/Shouders/ROW South of RR to I-290	1.230	Bi-Monthly	2018 4 x/yr at Village request	
67	Rt 83 Median South of RR to Frontage Rd	2.399	Weekly		X
68	Rt 83 Median North of RR	1.460	Weekly		X
69	514 E. Pine (at Park Street)	0.529	Weekly		X
70	North of Memorial btwn Addison & Mason (unimproved alley)	0.000	Weekly		X
71	Jefferson Lot btwn 562-604 @ Evergreen (562 driveway on VoB property)	0.145	Weekly		X
72	Southside of RR: Church Road WEST to Fenton; behind homes		Bi-Monthly	X	
	<b>TOTALS</b>	<b>84.504</b>		<b>Weekly</b>	<b>Bi-Monthly</b>

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

THIS AGREEMENT is made this 27<sup>th</sup> day of February, 2018, 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 CPI (Consumer Price Index) from the previous 12-month period.
2. The OWNER and CONTRACTOR executed a 2017 agreement for \$66,430.00 plus mowing of Rt. 83 medians at the á la carte price of \$345 per cut.
3. For 2018, the OWNER and CONTRACTOR agree to the 72 mowing sites as listed in Exhibit A for the negotiated annual price of \$60,000.
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:

Village of Bensenville By:

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# GREEN HORIZON LANDSCAPING LLC

PROFESSIONAL LANDSCAPE SERVICES

960 N. Lombard Rd. • Lombard, IL 60148 • 630/620-1860 • Fax: 630/620-1429

\*\*\*\*\*

Agreement made this 22<sup>nd</sup> day of January, 2018 by and between GREEN HORIZON LANDSCAPING LLC, (hereinafter called "CONTRACTOR") and VILLAGE OF BENSENVILLE, hereinafter called ("CLIENT"). Whereas, CONTRACTOR maintains a commercial landscaping service on a continuing basis:

WHEREAS, CLIENT desires the CONTRACTOR to supply such landscaping services to the property LOCATED IN BENSENVILLE, IL. NOW THEREFORE, the parties hereto agree as follows:

1. Beginning the week of April 1<sup>st</sup>, 2018 and ending NOVEMBER 15, 2018 CONTRACTOR will perform for the CLIENT general grass cutting and landscaping services and such other specific services as are described in any schedule of services which may be attached to this contract. CONTRACTOR will furnish all labor and equipment necessary to perform such services.

2. Charge for the specified services for the 2018 season shall be \$60,000.00 payable in EIGHT monthly installments of \$7,500.00, beginning on APRIL 1<sup>ST</sup>, 2018, and monthly there after for SEVERAL additional months for a total of EIGHT Installments. (CHECK ADDITIONAL YEARS TO LOCK IN ON THESE GREAT RATES.)

\*\*        ADD 2019 FOR \$60,000.00 OR \$7,500.00 PER MONTH FOR 8 MONTHS

\*\*        ADD 2020 FOR \$60,000.00 OR \$7,500.00 PER MONTH FOR 8 MONTHS

3. The CONTRACTOR agrees to furnish certificates of insurance in the amount of \$1,000,000 public liability, property damage and workman's compensation.

4. This contract is subject to the general terms and Conditions stated on the reverse side hereof, which are incorporated and made an integral part of this agreement. IN WITNESS THEREOF, parties have caused this agreement to be executed as of the date first written above.

\_\_\_\_\_  
Client Representative

\_\_\_\_\_  
GREEN HORIZON LANDSCAPING LLC

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
MIKE CARRASQUILLO  
PRESIDENT

**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**February 20, 2018**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Purchase Order with Temperature Equipment Corporation for the purchase of three (3) Rooftop HVAC Units & Corresponding Coils for the Village Hall Facility in the Not-to-Exceed Amount of \$21,791

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

COW

**DATE:**

February 20, 2018

**BACKGROUND:**

Back in 2013, the Village started a program to replace HVAC units on all Village owned facilities. Many of these units are original to the buildings and past their useful lifespan. To date, we have replaced units at both Ice Arenas, Theater I & II and four (4) ground units at the Village Hall in 2016. We are continuing this program into 2018 by replacing three (3) rooftop units at the Village Hall.

**KEY ISSUES:**

Temperature Equipment Corporation (TEC) is the sole source wholesale distributor of *Carrier* HVAC units in the Midwest. Because of this, the equipment was not put out to bid. TEC will furnish two (2) - ten (10) ton rooftop units and one (1) - fifteen (15) ton rooftop unit for the Village Hall facility. The corresponding DX coils will also be provided. These units will be installed by our skilled facility technicians. Unit cost is as follows:

Quantity	Model #	Part	Cost
2	21066A-18A	10-TON DX COIL	\$5,354
2	38AUDA12A0A5-0A0A0	10-TON CONDENSING UNIT	\$7,174
1	21066A-18B	15-TON DX COIL	\$3,331
1	38AUZA16A0A5-0A0A0	15-TON CONDENSING UNIT	\$5,932
<b>TOTAL</b>			<b>\$21,791</b>

**ALTERNATIVES:**

Discretion of the Committee

**RECOMMENDATION:**

Staff recommends an approval of the Purchase Order.

**BUDGET IMPACT:**

\$40,000 was budgeted for 2018 to replace HVAC units (account no. 31080800-591000).

**ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of a Purchase Order with Temperature Equipment Corporation for the purchase of three (3) rooftop HVAC units for the Village Hall Facility in the not-to-exceed amount of \$21,791.

---

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
RES - TEC - 2018 HVAC REPLACEMENT - VILLAGE HALL	2/1/2018	Resolution Letter
TEC - Quote - Equipment Cost Breakdown	2/1/2018	Backup Material
TEC - HVAC Specs & Dimensions	2/1/2018	Backup Material

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER  
WITH TEMPERATURE EQUIPMENT CORPORATION FOR THE PURCHASE  
OF THREE (3) ROOFTOP HVAC UNITS & CORRESPONDING COILS FOR  
THE VILLAGE HALL FACILITY IN THE NOT-TO-EXCEED AMOUNT OF  
\$21,791**

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 owns HVAC systems within the Village properties, including the Village Hall, and

WHEREAS the VILLAGE requested a quote for two (2) ten (10) ton units, one (1) fifteen (15) ton unit & three (3) corresponding DX coils from Temperature Equipment Corporation, and

WHEREAS Temperature Equipment Corporation is the only Carrier approved distributor in the Chicago area, 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 the execution of a Purchase Order with Temperature Equipment Corporation for the purchase of three (3) rooftop HVAC units for the Village Hall Facility in the not-to-exceed amount of \$21,791.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 27, 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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





17725 Volbrecht Road • Lansing, Illinois 60438 • Telephone 708.418.0900 • Fax 708.418.5100



## Quotation

TO: Village of Bensenville  
ADDRESS:  
CITY: ,  
ATTENTION: Vince English  
SUBJECT: Village Hall  
, IL

DATE: 1/26/2018  
P & S NO.:  
QUOTE: 18800073  
ARCH/ENGR:  
F.O.B.: TEC Warehouse / Factory  
TERMS: NET 30 Days  
Tax Not Included

GENTLEMEN:

We propose to furnish the equipment listed below at prices stated and in accordance with the terms, price and conditions that are attached to and are a part of this quotation.

<u>MarkFor</u> <u>Number</u>	<u>Qty</u>	<u>Part</u> <u>Description</u>
---------------------------------	------------	-----------------------------------

10t coil	2	21066A-18A	10-ton DX coil
		<b>Subtotal:</b>	<b>\$5,354.00</b>
10t CU	2	38AUDA12A0A5-0A0A0	Scroll Compressor Air-Cooled Condensing Unit, Dual Circuit 10 Tons Cooling
		<b>Subtotal:</b>	<b>\$7,174.00</b>
15t coil	1	21066A-18B	15-ton DX coil
		<b>Subtotal:</b>	<b>\$3,331.00</b>
15t CU	1	38AUZA16A0A5-0A0A0	38AUZ Air-Cooled Condensing Units
		<b>Subtotal:</b>	<b>\$5,932.00</b>

**Total Net Price: \$21,791**

**Freight: Pick up**

SPECIAL NOTES PERTAINING TO THIS PROPOSAL:

**Lead time is 4-5 weeks. Engineered drawings must be approved before production will begin.**

**Line sets not included. Please refer to accompanying data for line set sizing guidelines.**

AMONG THE ITEMS NOT INCLUDED UNLESS SPECIFICALLY INCLUDED ABOVE:

- |  |   |
|--|---|
| 1. Labor to Install                      | 7. Refrigerant Specialties              |
| 2. In Warranty Labor                     | 8. Piping System                        |
| 3. Equipment Start up & Supervision      | 9. Air Distribution System              |
| 4. Electrical work including disconnects | 10. Local and Chicago Code Requirements |
| 5. Controls                              | 11. State or Local Taxes                |
| 6. Filters                               | 12. Warranty Service                    |



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NOTES:

1. Above price is firm and will remain in effect for 30 days.
2. No permits included in above proposal.
3. All orders subject to credit approval and acceptance by TEC Management.
4. Equipment is manufactured under strict manufacturer standards and the National Electrical Code requirements.
5. Compliance to local codes neither guaranteed nor implied.

Submitted by: TEC - **Brad Lund**,

Regards,  
Temperature Equipment Corporation  
17725 Volbrecht Road  
Lansing, Illinois 60438

**Note:**

All quotations are subject to the published Terms, Price, Policy and Conditions of Temperature Equipment Corporation (T.E.C.).



17725 Volbrecht Road • Lansing, Illinois 60438 • Telephone 708.418.0900 • Fax 708.418.5100



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## PROPOSAL ACCEPTANCE

---

TO:		DATE:	1/26/2018
ADDRESS:		P & S NO.:	
CITY:	,	QUOTE:	18800073
ATTENTION:		ARCH/ENGR:	
SUBJECT:	Village Hall	F.O.B.:	TEC Warehouse / Factory
	, IL	TERMS:	NET 30 Days
			Tax Not Included

Purchase Order Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Shipping Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted by: TEC - **Brad Lund**,

Accepted by (Company):

Authorized by:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Note:**

All quotations are subject to the published Terms, Price, Policy and Conditions of Temperature Equipment Corporation (T.E.C.).

**TERMS, PRICE, POLICY AND CONDITIONS OF  
TEMPERATURE EQUIPMENT CORPORATION  
(HEREINAFTER REFERRED TO AS "T.E.C.")**

1. Acceptance of this Quotation is limited to the terms hereof and no other terms or conditions appearing in any writing of the Buyer shall be binding upon Seller unless specifically agreed to in writing signed by an officer of T.E.C..
2. Prices are subject to change without notice and do not include any applicable taxes or freight charges unless otherwise stated.
3. Unless otherwise specified on the reverse side hereof, payment shall be made net thirty days from date of invoice. Buyer agrees to make prompt payment of invoices. T.E.C. reserves the right to add to any account outstanding for more than 60 days a service charge of 2% of the principal amount due at the end of each month.
4. If your account is referred to a collection agency or attorney, you will be responsible for paying any costs and fees incurred by Temperature Equipment Corporation. If any matter hereunder goes to litigation, Applicant agrees to the exclusive jurisdiction of the Circuit Court of Cook County.
5. All orders must be in writing and no order is binding until accepted by an authorized officer of T.E.C.. No sales representative has any authority to make any agreement, contract, warranty, term, promise, condition or understanding, expressed or implied, statutory or otherwise.
6. It is expressly agreed that title to all goods remains in T.E.C. until payment in full has been received. The Buyer agrees to perform all acts which may be necessary to protect and assure retention of unencumbered title to such goods in T.E.C., except any security interest of T.E.C..
7. Promises of delivery are based upon best information available from the manufacturing source and are made in good faith, but are not guaranteed. We are not liable for any delays in delivery or for any damage suffered by the Buyer or others by reason of any delay.
8. Cancellation of orders or portions thereof will not be accepted after material has been purchased or fabrication has been started.
9. Permission to return goods for credit plus shipping instructions and return tags must be secured from T.E.C. before returning any goods. All returned goods must be unused, in new condition, and in original crates. Goods returned without authorization will be refused and returned to shipper. Goods which are obsolete or made to special order are returnable only with prior written approval signed by an officer of T.E.C. and shall be conditioned upon Buyer paying a minimum restocking charge of not less than 10% of the original invoice price (not including freight and taxes).
10. All deductions from payments to Temperature Equipment Corporation must include complete detail as to the reason behind the deduction. Failure to provide appropriate detail may subject your account to being placed on credit hold. No deduction older than one (1) year from last statement date will be accepted.

**WARRANTY INFORMATION**

10. (a) Unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to this Quotation. T.E.C. extends only the warranties given by the Manufacturer upon goods manufactured by it as those warranties are expressed in the Standard Product Warranty issued with each individual model by year of manufacture. Except as otherwise expressly stated herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS.
10. (b) It is expressly agreed between Buyer and T.E.C. that T.E.C. SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES arising out of the failure of any of the products sold pursuant to the Quotation, including but not limited to the inability of Buyer to use any such product, equipment or material.
11. Buyer expressly agrees that T.E.C. DOES NOT REPRESENT OR WARRANTY that the equipment sold hereunder will comply with any applicable laws or ordinances of the governmental jurisdiction where the equipment is to be installed.
12. Under no circumstances will T.E.C. make or secure installations, replacements or be responsible for the costs thereof, or for any damages caused by faulty installations or repair by contractors or dealers or for improper or inadequate specifications.
13. Buyer agrees that its SOLE AND EXCLUSIVE REMEDY against T.E.C. in the event any product, equipment or materials sold to Buyer shall fail to conform to the terms and conditions of this Quotation or to any expressed or implied warranty set forth herein, and T.E.C.'s sole and exclusive liability shall either be (1) to repair or (2) to replace such nonconforming part, equipment or material. T.E.C. shall not be responsible for labor charges for removal or reinstallation of such equipment or material or charges for transportation, handling and shipping or charges for refrigerant losses. IT IS AGREED THAT T.E.C.'S MAXIMUM LIABILITY SHALL NOT IN ANY CASE EXCEED THE CONTRACT PRICE FOR THE EQUIPMENT OR MATERIAL CLAIMED TO BE DEFECTIVE OR NONCONFORMING SUBJECT TO T.E.C.'S RIGHT OF REMOVAL AND RETURN OF SUCH EQUIPMENT OR MATERIAL. All of the foregoing shall constitute Buyer's sole and exclusive remedy and T.E.C.'s sole and exclusive liability for supplying nonconforming or defective equipment or material.
14. No right or interest in this Agreement shall be assigned by either the Seller or Buyer without the written consent of the other.
15. Any action for breach of this Agreement, in whole or in part, not filed within two (2) years after the cause of action shall have first accrued, shall be barred.
16. Any cause of action whatsoever arising under or by virtue of this Quotation and any Agreement based therein shall be filed only in the Circuit Court of Cook County, Illinois. It is the express agreement of the parties hereto that this Agreement is made and executed at the Seller's place of business; and the law of the State of Illinois shall govern all rights and duties of Buyer and Seller hereunder.

**Note:**


All quotations are subject to the published Terms, Price, Policy and Conditions of Temperature Equipment Corporation (T.E.C.).

## 38AU



DIMENSIONS (cont.)

38AU

		UNITED TECHNOLOGIES SYRACUSE, NY CARRIER		P.O. BOX 4808 13221		THIS DOCUMENT IS THE PROPERTY OF CARRIER CORPORATION AND IS DELIVERED UPON THE EXPRESS CONDITION THAT THE CONSULETANT WILL NOT BE USED WITHOUT CARRIER CORPORATION'S WRITTEN CONSENT.		SUBMISSION OF THESE DRAWINGS OR DOCUMENTS DOES NOT CONSTITUTE PART PERFORMANCE OR ACCEPTANCE OF CONTRACT.							
UNIT	ELECTRICAL CHARACTERISTICS	STD. UNIT WT. LBS.	KG.	CORNER A LBS.	KG.	CORNER B LBS.	KG.	CORNER C LBS.	KG.	CORNER D LBS.	KG.	X	Y	Z	UNIT HEIGHT H
38AUZ-07 (MCHX)	208/230-3-60, 460-3-60, 575-3-60	328	149	128	58	68	31	62	28	70	32	21 [533.4]	19 [482.6]	13 [330.2]	42-3/8 [1076.0]
38AUZ-08 (MCHX)	208/230-3-60, 460-3-60, 575-3-60	353	160	138	63	72	33	65	29	78	35	19 [482.6]	23 [584.2]	13 [330.2]	42-3/8 [1076.0]
38AUZ-12 (MCHX)	208/230-3-60, 460-3-60, 575-3-60	418	190	165	75	85	39	78	35	90	41	23 [584.2]	20 [508.0]	15 [381.0]	50-3/8 [1279.2]
38AUZ-14 (MCHX)	208/230-3-60, 460-3-60, 575-3-60	431	196	162	73	82	37	92	42	95	43	19 [482.6]	23 [584.2]	15 [381.0]	50-3/8 [1279.2]
38AUD-12 (MCHX)	208/230-3-60, 460-3-60, 575-3-60	499	226	193	88	111	50	72	38	123	56	20 [508.0]	23 [584.2]	15 [381.0]	50-3/8 [1279.2]
38AUD-14 (MCHX)	208/230-3-60, 460-3-60, 575-3-60	505	229	190	86	88	40	76	34	151	68	20 [508.0]	24 [609.6]	15 [381.0]	50-3/8 [1279.2]
38AUZ-07 (RTPF)	208/230-3-60, 460-3-60, 575-3-60	389	176	141	64	96	44	62	28	91	41	18 [457.2]	24 [609.6]	21 [533.4]	42-3/8 [1076.0]
38AUZ(A,B)08 (RTPF)	208/230-3-60, 460-3-60, 575-3-60	391	177	142	64	96	44	62	28	91	41	18 [457.2]	24 [609.6]	21 [533.4]	42-3/8 [1076.0]
38AUZ(D,E)08 (RTPF)	208/230-3-60, 460-3-60, 575-3-60	430	195	142	64	96	44	76	34	111	50	18 [457.2]	24 [609.6]	21 [533.4]	42-3/8 [1076.0]
38AUZ-12 (RTPF)	208/230-3-60, 460-3-60, 575-3-60	490	222	177	80	120	54	78	35	114	52	18 [457.2]	24 [609.6]	24 [609.6]	50-3/8 [1279.2]
38AUZ-14 (RTPF)	208/230-3-60, 460-3-60, 575-3-60	598	271	195	88	142	64	110	50	151	68	20 [508.0]	25 [635.0]	24 [609.6]	50-3/8 [1279.2]
38AUD-12 (RTPF)	208/230-3-60, 460-3-60, 575-3-60	516	234	185	84	117	53	83	38	131	59	19 [482.6]	23 [584.2]	24 [609.6]	50-3/8 [1279.2]
38AUD-14 (RTPF)	208/230-3-60, 460-3-60, 575-3-60	654	297	214	97	155	70	120	54	165	75	20 [508.0]	25 [635.0]	24 [609.6]	50-3/8 [1279.2]
38AUZ-07	208/230-3-60, 460-3-60, 575-3-60	444	201	134	61	97	44	90	41	123	56	22 [558.8]	25 [635.0]	13 [330.2]	42-3/8 [1076.0]
38AUZ(A,B)08	208/230-3-60, 460-3-60, 575-3-60	483	219	162	74	110	50	85	39	125	57	20 [508.0]	24 [609.6]	21 [533.4]	42-3/8 [1076.0]
38AUZ(D,E)08	208/230-3-60, 460-3-60, 575-3-60	523	237	174	79	118	54	96	44	135	61	21 [533.4]	24 [609.6]	23 [584.2]	50-3/8 [1279.2]
38AUZ-12	208/230-3-60, 460-3-60, 575-3-60	575	261	186	84	126	57	106	48	157	71	21 [533.4]	24 [609.6]	23 [584.2]	50-3/8 [1279.2]

NOTES:

- MINIMUM CLEARANCE (LOCAL CODES OR JURISDICTION MAY PREVAIL):
  - BOTTOM TO COMBUSTIBLE SURFACES: 0 INCHES.
  - OUTDOOR COIL, FOR PROPER AIR FLOW: 36 INCHES
  - ONE SIDE, 12 INCHES THE OTHER, THE SIDE GETTING THE GREATER CLEARANCE IS OPTIONAL. STANDARD CLEARANCES ON REMAINING TWO SIDES.
  - OVERHEAD: 60 INCHES, TO ASSURE PROPER OUTDOOR FAN OPERATION.
  - BETWEEN UNITS: CONTROL BOX SIDE, 42 INCHES PER NEC.
  - BETWEEN UNIT AND UNGROUNDED SURFACES: CONTROL BOX SIDE, 36 INCHES PER NEC.
  - BETWEEN UNIT AND BLOCK OR CONCRETE WALLS AND OTHER GROUNDED SURFACES: CONTROL BOX SIDE, 42 INCHES PER NEC.
- WITH EXCEPTION OF THE CLEARANCE FOR THE OUTDOOR COIL AS STATED IN NOTE 1B, A REMOVABLE FENCE OR BARRICADE REQUIRES NO CLEARANCE.
- UNITS MAY BE INSTALLED ON COMBUSTIBLE FLOORS MADE FROM WOOD OR CLASS A, B OR C ROOF COVERING MATERIAL.

DATE: 11/10/14  
SUPERSEDES: 10/20/11  
CONDENSING UNIT: 38AUZ / 38AUD / 38AUQ - 07/08/12/14  
REV: H  
38AU500349

## 38AU

C101139

**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**February 20, 2018**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Local Agency Agreement (LAA) with the Illinois Department of Transportation (IDOT) for Grant Funding Associated with the Railroad Avenue Improvements Project

**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 checked="" type="checkbox"/> <i>Major Business/Corporate Center</i> |
| <input checked="" type="checkbox"/> <i>Safe and Beautiful Village</i>         | <input checked="" type="checkbox"/> <i>Vibrant Major Corridors</i>         |

**COMMITTEE ACTION:**

COW

**DATE:**

Feb 20, 2018

**BACKGROUND:**

The Village initially decided to construct the Downtown Streetscape Improvements in two phases. Phase I will be north of the tracks while Phase II will south of the tracks. Phase I improvements were constructed in 2017. During the design of Phase II engineering, staff learned about the possible Congestion Mitigation Air Quality (CMAQ) grant opportunity through Regional Transit Authority (RTA) Access to transit program. This program was established as a way to seek capital funding for small-scale projects to improve transit access. Funding comes from CMAP through the CMAQ program. Projects selected as part of the RTA's Access to Transit Improvement Program were bundled into one application submitted to the CMAQ program. Eligible projects costs must not exceed \$500,000 (80% federal, 20% local). The Village decided to apply for this grant funding which would include Railroad Avenue and Metra Commuter Lot. The project was selected and received max funding of \$400,000 through the CMAQ award process.

**KEY ISSUES:**

As part of the project implementation process, the Village needs to execute a Local Agency Agreement (LAA) with IDOT. IDOT will be the lead agency running the project on behalf of the Federal Highway Administration (FHWA). This agreement establishes the division of project costs that will be paid for either by federal funds, state funds, or by local community dollars. It also establishes the reimbursement method which will include IDOT managing the project and submitting reimbursement requests from the Village for our local share in normal pay estimate installments. The LAA is attached to this memorandum.

The division of costs shown on the LAA are based on the estimated construction costs hence it doesn't always match the grant funding amount. The final engineering estimate for this project is \$1,091,512.50 of which \$400,000 is federally funded.

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

Staff recommends approval of a Resolution approval of the LAA.

**BUDGET IMPACT:**

In FY-2017, \$500,000 funds are budgeted for the construction of this project. Since the budget preparation, the estimated cost of project has increased by nearly \$200,000 during final design process. The additional cost is attributed to items such as non-special waste, overhead parking number system and other items such as Trainees as well as Trainees in graduate program that are required by IDOT on all contracts. The exact local match will be determined after the project is completed.

**ACTION REQUIRED:**



Resolution authorizing the execution of a Local Agency Agreement (LAA) with the Illinois Department of Transportation (IDOT) for grant funding associated with the Railroad Ave Improvements Project.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution - Railroad Ave LAA	2/8/2018	Resolution Letter
Location Map	2/2/2018	Backup Material
Local Agency Agreement	2/2/2018	Backup Material

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A LOCAL AGENCY AGREEMENT  
WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) FOR  
GRANT FUNDING ASSOCIATED WITH THE  
RAILROAD AVE IMPROVEMENTS PROJECT**

WHEREAS the Village of Bensenville applied and was awarded Congestion Mitigation Air Quality (CMAQ) funding in the amount of \$400,000 for the Railroad Ave Improvements project; and

WHEREAS the limits of improvements for the project are from York Road to Addison Street; and

WHEREAS the Illinois Department of Transportation (IDOT) has been identified as the lead agency managing the federal funding during construction, and

WHEREAS a Local Agency Agreement (LAA) is required to identify responsibilities of all parties including Federal, Local Agency (Village of Bensenville) and the State (IDOT) related to funding responsibilities and reimbursement methods, and

WHEREAS the section number assigned to the project is 16-00096-00-PK; and

WHEREAS the Job number assigned to this project is C-91-112-18; and

WHEREAS the LAA has been included as an attachment to this Resolution.

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the Local Agency Agreement with the Illinois Department of Transportation for grant funding associated with the Railroad Avenue Improvements Project.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 27, 2018.

APPROVED:

---

Frank DeSimone  
Village President

ATTEST:

---

Nancy Quinn  
Village Clerk

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

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

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






# Village of Bensenville

## Railroad Av & Metra Station Parking Lot





 <b>Illinois Department of Transportation</b> <b>Local Public Agency Agreement for Federal Participation</b>	Local Public Agency	State Contract	Day Labor	Local Contract	RR Force Account
	Village of Bensenville	X			
	Section	Fund Type	ITEP, SRTS, or HSIP Number(s)		
	16-00096-00-PK	CMAQ			

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-112-18	WPE6(555)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

#### Location

Local Name Railroad Ave Route MUN 4011 Length 0.14 mi  
Termini York Rd to Addison St

Current Jurisdiction LPA TIP Number 08-17-0026 Existing Structure No N/A

#### Project Description

Roadway reconstruction to include pavement removal, hot-mix asphalt pavement, an enclosed storm sewer system, pavement marking ~~and signing, stamped concrete sidewalks, a hot-mix asphalt bike path, water main (see part), and other items necessary to complete the~~

#### Division of Cost

Type of Work	CMAQ	%	%	LPA	%	Total
Participating Construction	400,000	( * )	( )	691,512	( BAL )	1,091,512
Non-Participating Construction		( )	( )		( )	
Preliminary Engineering		( )	( )		( )	
Construction Engineering		( )	( )	110,000	( 100 )	110,000
Right of Way		( )	( )		( )	
Railroads		( )	( )		( )	
Utilities		( )	( )		( )	
Materials						
TOTAL	\$ 400,000			\$ 801,512		\$ 1,201,512

\*Maximum FHWA(STA) participation not to exceed \$400,000.

#### NOTE:

The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

#### Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

#### Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) \_\_\_\_\_  
METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
METHOD C---LPA's Share BAL divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for



enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

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### ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map.    Number 2 – LPA Appropriation Resolution    Number 3- LAA Resolution

(Insert Addendum numbers and titles as applicable)

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The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

#### APPROVED

Local Public Agency

Frank DeSimone

\_\_\_\_\_  
Name of Official (Print or Type Name)

Village President

\_\_\_\_\_  
Title (County Board Chairperson/Mayor/Village President/etc.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number is  
36-6005794 conducting business as a Governmental  
Entity.

DUNS Number    07-975-5591

#### APPROVED

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Randall S. Blankenhorn, Secretary

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Aaron A. Weatherholt, Deputy Director of Highways

\_\_\_\_\_  
Date

\_\_\_\_\_  
Omer Osman, Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phil Kaufmann, Acting Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Heck, Chief Fiscal Officer (CFO)

\_\_\_\_\_  
Date

**NOTE:** If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**Feb 20, 2018**DESCRIPTION:**

Consideration of a Resolution Appropriating the Required Local Match Funds in the Estimated Amount of \$691,500 for the Railroad Avenue Improvements Project

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

COW

**DATE:**

Feb 20, 2018

**BACKGROUND:**

The Village initially decided to construct the Downtown Streetscape Improvements in two phases. Phase I will be north of the tracks while Phase II will south of the tracks. Phase I improvements were constructed in 2017. During the design of Phase II engineering, staff learned about the possible Congestion Mitigation Air Quality (CMAQ) grant opportunity through Regional Transit Authority (RTA) Access to transit program. This program was established as a way to seek capital funding for small-scale projects to improve transit access. Funding comes from CMAP through the CMAQ program. Projects selected as part of the RTA's Access to Transit Improvement Program were bundled into one application submitted to the CMAQ program. Eligible projects costs must not exceed \$500,000 (80% federal, 20% local). The Village decided to apply for this grant funding which would include Railroad Ave and Metra Commuter lot. The project was selected and received max funding of \$400,000 through the CMAQ.

**KEY ISSUES:**

As part of the project implementation process, the Village needs to execute a Local Agency Agreement (LAA) with IDOT. IDOT will be the lead agency running the project. This agreement establishes the division of project costs that will be paid for either by federal funds, state funds or by local community dollars. It also establishes the reimbursement method which will include IDOT managing the project and submitting reimbursement requests from the Village for our local share in normal pay estimate installments. As part of the LAA process, the local agency must also pass a resolution appropriating the required local match on federally funded projects.

The final engineering estimate for the Roadway portion of the project is \$1,091,512.50 of which \$400,000 is to be federally funded and the remainder is the responsibility of the local agency.

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the resolution appropriating the local match funds.

**BUDGET IMPACT:**

In FY-2017, \$500,000 funds are budgeted for the construction of this project. Since the budget preparation, the estimated cost of project has increased by nearly \$200,000 during final design process. The additional cost is attributed to items such as non-special waste, overhead parking number system and other items such as Trainees as well as Trainees in graduate program that are required by IDOT on all contracts. The exact local match will be determined after the project is completed.

**ACTION REQUIRED:**

Approval of a Resolution appropriating the required local match funds in the estimated amount of \$691,500 for

the Railroad Ave Improvements Project.

**ATTACHMENTS:**

**Description**

**Upload Date**

**Type**

Res - Railroad Ave Local Match

2/8/2018

Resolution Letter

Location Map

2/2/2018

Backup Material

**RESOLUTION NO.**

**AUTHORIZING A RESOLUTION APPROPRIATING THE REQUIRED LOCAL  
MATCH FUNDS IN THE ESTIMATED AMOUNT OF \$691,500 FOR THE  
RAILROAD AVE IMPROVEMENTS PROJECT**

WHEREAS the Village of Bensenville applied and was awarded Congestion Mitigation Air Quality (CMAQ) funding in the amount of \$400,000 for the Railroad Ave Improvements project; and

WHEREAS the limits of improvements for the project are from York Road to Addison Street; and

WHEREAS the section number assigned to the project is 16-00096-00-PK; and

WHEREAS the Job number assigned to this project is C-91-112-18; and

WHEREAS the local agency must appropriate the required local match funds associated with the federally funded project; and

WHEREAS based on the current estimate of \$1,091,500 the required local match is estimated to be in the amount of \$691,500; and

WHEREAS the exact amount of local match will be determined at the completion of the project.

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the resolution appropriating the required local match funds in the estimated amount of \$691,500 for the Railroad Avenue Improvements Project.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 27, 2018.

APPROVED:

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Frank DeSimone  
Village President

ATTEST:

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Nancy Quinn  
Village Clerk

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

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

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





# Village of Bensenville

## Railroad Av & Metra Station Parking Lot





**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**February 20, 2018**DESCRIPTION:**

Consideration of a Resolution Authorizing an Award of a Resident Engineering Services Agreement with Civiltech Engineering, Inc. for the Railroad Ave Improvements Project in the Not to Exceed Amount of \$108,674

**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 checked="" type="checkbox"/> <i>Major Business/Corporate Center</i> |
| <input checked="" type="checkbox"/> <i>Safe and Beautiful Village</i>         | <input checked="" type="checkbox"/> <i>Vibrant Major Corridors</i>         |

**COMMITTEE ACTION:**

COW

**DATE:**

Feb 20, 2018

**BACKGROUND:**

The Village initially decided to construct the Downtown Streetscape Improvements in two phases. Phase I will be north of the tracks while Phase II will south of the tracks. Phase I improvements were constructed in 2017. During the design of Phase II engineering, staff learned about the possible Congestion Mitigation Air Quality (CMAQ) grant opportunity through Regional Transit Authority (RTA) Access to transit program. This program was established as a way to seek capital funding for small-scale projects to improve transit access. Funding comes from CMAP through the CMAQ program. Projects selected as part of the RTA's Access to Transit Improvement Program were bundled into one application submitted to the CMAQ program. Eligible projects costs must not exceed \$500,000 (80% federal, 20% local). The Village decided to apply for this grant funding which would include Railroad Ave and Metra Commuter lot.

The project was selected and received funding of \$400,000 through the CMAQ grant for FY2022. Staff applied to CMAQ's Project Selection Committee in December 2017 to advance the funding to 2018. Staff recently received confirmation from CMAP about the approval of the advancement of funding. The project is currently on the April 27, 2018 IDOT letting schedule.

**KEY ISSUES:**

In 2017, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide design as well as construction engineering services for the upcoming years. Civiltech Engineering Inc (Civiltech) is one of the short listed firms to provide construction-engineering services. Civiltech performed construction-engineering services on the Downtown Streetscape - North Half improvements and did an excellent job. Civiltech has also performed construction engineering services on federally funded projects such as Foster Ave LAFO. Their staff is well versed in documentation required for the federally funded projects that are administered through IDOT. The Village staff feels very confident of hiring them for the upcoming construction project due to their excellent professional skills, knowledge, and familiarity of the similar projects. The project team of Civiltech and Village staff has worked well together in the past. The staff recommends continuing with this team.

The proposed assignment scope includes on-site inspections, review of project layout, construction documentation, material testing and preparation of record drawings. The material testing required for the project will be performed by Midland Standard Testing as a sub-consultant, and includes all sub-grade, concrete and asphalt pavement assessments and observations.

Civiltech's original proposed work effort and fee totals \$116,719, of which, about \$10,000 is included for material testing. After negotiations, the fees have been reduced to \$108,674, resulting in the savings of \$8,045.

This not-to-exceed fee equates to 9.9% of the Engineer's estimated cost for the project. For project administered through IDOT, the construction engineering costs is typically with 12-15% range.

**ALTERNATIVES:**

Discretion of the Committee.

**RECOMMENDATION:**

Staff recommends approval of the engineering service agreement.

**BUDGET IMPACT:**

In FY 2018, a total of \$135,000.00 has been budgeted for the construction engineering services.

**ACTION REQUIRED:**

Approval of a Resolution authorizing an award of a resident engineering services agreement with Civiltech Engineering, Inc. for the Railroad Ave Improvements Project in the not to exceed amount of \$108,674

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	2/7/2018	Resolution Letter
Location Map	2/7/2018	Backup Material
Revised Proposal	2/7/2018	Backup Material
Original Proposal	2/7/2018	Backup Material



**RESOLUTION NO.**

**AUTHORIZING AN AWARD OF A RESIDENT ENGINEERING SERVICES  
AGREEMENT WITH CIVILTECH ENGINEERING INC FOR THE  
RAILROAD AVE IMPROVEMENTS PROJECT  
IN THE NOT-TO-EXCEED AMOUNT OF \$108,674**

WHEREAS the Village Board has identified beautification of downtown Bensenville as one of its strategic goals; and

WHEREAS the improvements were split into Phase I- Downtown North and Phase II- Downtown South

WHEREAS Downtown Improvements- North half was completed in the year 2017; and

WHEREAS the Village applied for and received funding from Chicago Metropolitan Agency (CMAP) through their Congestion Mitigation Air Quality (CMAQ) grant; and

WHEREAS the funding applies to portion of the Downtown South Half improvements; and

WHEREAS the portion consists of Railroad Avenue and Metra Commuter parking lot; and

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

WHEREAS Civiltech Engineering Inc (Civiltech) is one of the short listed firms; and

WHEREAS Civiltech has performed similar services for the Downtown Streetscape – North Half Project, and

WHEREAS the Village requested a proposal from Civiltech; and

WHEREAS after negotiations the total construction engineering cost proposal received is in the not-to-exceed amount of \$108,674; and

WHEREAS the Village feels confident retaining the services of Civiltech due to their knowledge and familiarity with similar projects; and

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing an engineering services agreement with Civiltech Engineering Inc for the Railroad Avenue Improvements Project in the not to exceed amount of \$108,674.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 27, 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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





# Village of Bensenville

## Railroad Av & Metra Station Parking Lot





Municipality Village of Bensenville	LOCAL AGENCY	 <b>Illinois Department of Transportation</b>  <b>Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds</b>	CONSULTANT	Name Civiltech Engineering, Inc.
Township				Address Two Pierce Place
County DuPage				City Itasca
Section 16-00096-00-PK				State Illinois, 60143

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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

<b>Regional Engineer</b>	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
<b>Resident Construction Supervisor</b>	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

#### Section Description

Name Railroad Ave Imprvt Route MU4011 Length 0.14 miles Structure No. \_\_\_\_\_

Termini York Road to Addison Street

#### Description

The work consists of bituminous removal and resurfacing with sidewalk removal, stamped sidewalk installation, storm and sanitary sewer, watermain adjustments, PCC curb & gutter, ADA sidewalk, pavement markings, and all incidental and collateral work necessary to complete the improvement.

#### Agreement Provisions

##### The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
  - a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
  - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e. ☐ Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

**NOTE** Four copies to be submitted to the Regional Engineer

- g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. ☐ Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. ☒ Furnish or cause to be furnished:
  - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
  - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
  - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
  - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
  - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. ☒ Furnish or cause to be furnished
  - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
    - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
    - b. Establishment and setting of lines and grades.
    - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
    - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
    - e. Revision of contract drawings to reflect as built conditions.
    - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

**NOTE:** *When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.*

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

**The LA Agrees,**

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a. ☐ A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b. ☐ A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

**Schedule for Percentages Based on Awarded Contract Cost**

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

**Grade Classification  
of Employee**

**Hourly Rate**

Principal Engineer	\$176.42
Resident Construction Supervisor	\$96.14
Chief of Party	\$85.68
Instrument Man	
Rodmen	
Inspectors	\$42.85
*Please see attached	
Exhibit A for Cost	
Estimate of Consultant	
Services (CECS)	

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 3/31/2019. In event the services of the ENGINEER extend beyond 3/31/2019, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
- Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
  - Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
  - Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
  - Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 152 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 152 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

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**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the

ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

---

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Village of Bensenville of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_,

\_\_\_\_\_ ,

\_\_\_\_\_  
Clerk

By \_\_\_\_\_

(Seal)

Title:

---

Executed by the ENGINEER:

Civiltech Engineering, Inc.

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

Title: Vice President

Title: President

**Approved**

\_\_\_\_\_  
Date

Department of Transportation

\_\_\_\_\_  
Regional Engineer



## Downtown Area Improvements; North Half Village of Bensenville

### Anticipated Contractor's Schedule

[illegible][illegible]

**Exhibit A - Construction Engineering  
COST ESTIMATE OF CONSTRUCTION SERVICES  
PHASE III ENGINEERING SERVICES  
MUN 4011 (Railroad Avenue)  
Village of Bensenville**

**Route:** MUN 4011 (Railroad Avenue)  
**Local Agency:** Village of Bensenville  
**Section No.:** 16-00096-00-PK  
**Project No.:** WPE6(555)  
**Job No.:** C-91-112-18  
**County:** DuPage

\*Includes annual increase (3%) for work in 2018

\*\*Labor x 0.145 x 2.20 = Fixed Fee

Complexity factor (R=0.00)

**Consultant: Civiltech Engineering, Inc.**

**Revised: 2/6/2018**

ITEM	Employee Classification	Total Number of Manhours	Percent of Total	DOLLARS (\$)				
				Payroll Rate*	Payroll Costs	Payroll, Burden & Fringe Costs; Overhead & Expenses (Labor x 1.20)	Fixed Fee** (Labor x 0.32)	TOTAL
Construction Engineering:	Resident Eng (Fld Tch II)	858	80.04%	\$ 38.15	\$ 32,733	\$ 39,280	\$ 10,475	\$ 82,488
	Asst. RE (Res. Engr. III)	0	0.00%	\$ 35.67	\$ -	\$ -	\$ -	\$ -
	Inspector (Res. Engr. I)	0	0.00%	\$ 31.93	\$ -	\$ -	\$ -	\$ -
	Intern (Field Tech. I)	184	17.16%	\$ 17.00	\$ 3,128	\$ 3,754	\$ 1,001	\$ 7,883
	Chief Layout Specialist	20	1.87%	\$ 34.00	\$ 680	\$ 816	\$ 218	\$ 1,714
	Structural Engr. V	0	0.00%	\$ 44.95	\$ -	\$ -	\$ -	\$ -
	Sr. Proj . Mngr.	10	0.93%	\$ 70.00	\$ 700	\$ 840	\$ 224	\$ 1,764
								<b>SUBTOTAL</b>
								<b>\$ 93,849</b>
Direct Expenses:								
1.) Vehicle Expense								\$ 4,725
2.) Material Testing								\$ 10,000
3.) Printing Expense								\$ 100
4.) Photography								\$ -
<b>TOTALS</b>		<b>1,072</b>	<b>100.00%</b>		<b>\$ 37,241</b>	<b>\$ 44,690</b>	<b>\$ 11,918</b>	<b>\$ 108,674</b>

- 1.) 105 Days @ \$45.00/Day
- 2.) Material Testing (Midland Standard Engineering & Testing, Inc.)
- 3.) Estimated printing expense for Record Drawings
- 4.) Estimated photography expense

## MUN 4011 (Railroad Avenue) Summary of Direct Costs

**Route:** MUN 4011 (Railroad Avenue)  
**Local Agency:** Village of Bensenville  
**Section:** 16-00096-00-PK  
**Proj. No.:** WPE6(555)  
**Job No.:** C-91-112-18  
**County:** DuPage  
**Contract No.:** 61E55

### Direct Costs:

#### Printing Expense

Assume 2 large sets for working drawings & 1 set for final "As-Builts"

Bond Prints: 3 sets X 36 sheets/set X \$0.95 per sheet = \$102.60

Total = \$102.60

**Say: \$100.00**

#### Photography Expense

Assume 10 sets of developed digital pictures @ \$10.00 ea. = \$100.00

**Say: \$0.00**

#### Vehicle Expense

105 vehicle days required @ \$45.00 per day = \$4,725.00

**Total: \$4,725.00**

MIDLAND STANDARD ENGINEERING & TESTING, INC.

558 Plate Drive Unit 6  
East Dundee, Illinois 60118  
(847) 844-1895 f (847) 844-3875

January 31, 2018

Mr. James D. Ewers, P.E.  
**Civiltech Engineering, Inc.**  
Two Pierce Place  
Suite 1400  
Itasca, Illinois 60143

Re: **Quality Assurance** Inspection and Testing Services  
**MUN 4011 – Railroad Avenue**  
**York to Addison**  
Bensenville, Illinois

Dear Mr. Ewers:

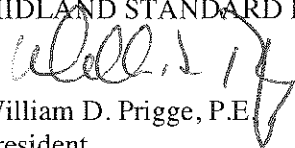
We have prepared this unit rate and cost estimate proposal to provide Quality Assurance services for your project in Bensenville, Illinois. In this proposal we have included rates for personnel, equipment and materials to conduct field inspection for earthwork, field inspection of subgrade soils and backfill, portland cement concrete and hot mix asphalt, laboratory testing and documentation required.

We propose to provide the necessary inspections and testing using experienced, certified personnel and recognized test procedures developed by IDOT, ASTM, AASHTO, ACI, etc. Our services would be provided at the request of your designated representative on a unit rate basis in accordance with the Schedules of Services and Fees-Attachment 1, included in this proposal package. The final cost of these services will be based upon the total amount of work performed.

We are staffed and equipped to aid you in the successful completion of your projects and are available to discuss any aspect of our proposal at your convenience.

Based on the project information submitted we have prepared cost estimates for the anticipated work. The estimate submitted assumes PREVAILING WAGE work. The final cost of these services will be based upon the total amount of work performed.

Sincerely,  
MIDLAND STANDARD ENGINEERING & TESTING, INC.

  
William D. Prigge, P.E.  
President

WDP/mlj

Attachment 1: Schedule of Services and Fees  
Attachment 1.1: Cost Estimate

**SCHEDULE OF SERVICES AND FEES-ATTACHMENT 1**  
**QUALITY ASSURANCE**  
**CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES**  
**FOR**

**Railroad Avenue Improvements**  
**Bensenville, IL**

PREPARED BY  
MIDLAND STANDARD ENGINEERING & TESTING, INC.  
EAST DUNDEE, ILLINOIS

**MIDLAND STANDARD ENGINEERING & TESTING, INC.**

**BASIS OF RATES**

**SCHEDULE OF SERVICES AND FEES-ATTACHMENT 1**

We propose to provide the necessary Engineering Consultation and Quality Control inspections and testing, using experienced personnel, in accordance with the project specifications and recognized test procedures developed by, IDOT, ASTM, ACI, AASHTO, etc. We can also provide engineering analysis, problem solving and consultation services as requested.

Our services would be provided at the request of your designated representative on a unit rate basis in accordance with the Schedules of Services and Fees.

Engineering Technicians or Field Engineers would be assigned to provide the field services as requested by your Designated Representatives. Engineering liaison, review and supervision will be provided by a Project Engineer.

In addition to the field and laboratory technical staff, we are able to provide full engineering backup services. Our engineering staff will be available to provide consultation and recommendations which may be required when job site problems are experienced.

Our billing philosophy is simple and direct. We account and invoice for all time expended on a project by our personnel for inspections, preparing and reviewing reports, attending meetings, resolving problems or providing services productive to the project.

Our field people are quoted on a time basis, which includes being fully equipped and expendable supplies.

**ATTACHMENT 1**  
**FEE SCHEDULE GENERAL INSPECTION AND TESTING**

**CONSTRUCTION TESTING AND INSPECTION SERVICES**

**A. Engineering Technicians**

Engineering Technicians will be assigned to the project on the basis of complexity and/or specific experience requirements:

Material Tester 1, PCC	per day .....	\$ 784.00
	per half day .....	\$ 392.00
	per hour, 4-8 hr .....	\$ 98.00
	per hour overtime 8 hr+ .....	\$ 134.00

Material Tester 1, HMA	per day .....	\$ 784.00
	per half day .....	\$ 392.00
	per hour, 4-8 hr .....	\$ 98.00
	per hour overtime 8 hr+ .....	\$ 134.00

Material Tester 2	per day .....	\$ 792.00
	per half day .....	\$ 396.00
	per hour, 4-8 hr .....	\$ 99.00
	per hour overtime 8 hr+ .....	\$ 138.00

Material Tester 2 Technicians will be assigned on mass earthwork assignments to monitor density, approve subgrade, obtain soil samples for laboratory testing. Concrete batch plant and Hot Mix batch plant inspection.

Material Tester 1 PCC Technicians will conduct field testing of concrete including slump, air content, temperature and casting strength specimens.

Material Tester 1 HMA Technicians will conduct field testing of hot mix asphalt pavement, conduct rolling patterns and monitor compaction operations.

\*A four (4) hour minimum day is applicable to Technician and Technician (Level 1 and 2) assignments.

**B. Engineering Services**

Engineering Services for inspection, test evaluation, contract administration, laboratory and field supervision, resolution of special problems, preparation of reports, job-site and other job related meetings and consultation will be furnished in accordance with the following schedule of hourly rates:

Prevailing Wage Administration	\$ 75.00
Field Engineer	\$ 100.00
Staff (Graduate) Engineer	\$ 100.00
Project Engineer	\$ 110.00
Project Manager or Materials Consultant, P.E.	\$ 125.00
Geotechnical Engineer	\$ 135.00
Principal Engineer	\$ 145.00

## ATTACHMENT 1 (CONT'D)

### C. Laboratory Services

Our fully equipped laboratory can provide a full range of tests, rates for tests not specifically quoted available on request.

1. Compressive Strength tests of concrete cylinders,  
including expendable supplies (molds), curing  
at MSET, (Pick-up additional)

6"x12"	\$ 18.00 ea.
4"x8"	\$ 16.00 ea.
2. Flexural Strength tests of concrete beams, including  
reusable molds, curing at MSET and disposal, (Pick up  
additional)

	\$ 50.00 ea.
--	--------------
3. Aggregate Gradation

Dry Sieve Analysis.....	\$ 65.00 ea.
Washed Sieve Analysis.....	\$ 75.00 ea.
Hydrometer & Sieve Analysis.....	\$ 95.00 ea.
4. Atterberg Limits ASTM D4318..... \$ 85.00 ea.
5. Theoretical Maximum Density ASTM D 2041 \$ 165.00 ea.
6. Asphalt Content by Reflux Extraction \$ 105.00 ea.
7. Asphalt Content by Reflux Extraction with Gradation \$ 165.00 ea.
8. Asphalt Content by Ignition Oven \$ 110.00 ea.
9. Asphalt Content by Ignition Oven with Gradation \$ 165.00 ea.
10. Bulk Specific Gravity of Gyratory Specimen  
i. (set of two) and air voids..... \$ 330.00 ea.
11. Laboratory Compaction Characteristics Using  
Standard Effort ASTM D 698..... \$ 175.00 ea.
12. Laboratory Compaction Characteristics Using  
Modified Effort ASTM D 1557..... \$ 195.00 ea.

### D. Miscellaneous Services

Concrete cylinder pick-up trips will be invoiced when cylinders are picked up as a special trip and not returned to laboratory by MSET personnel commuting to jobsite .....\$ 75.00 each



### NOTES TO FEE SCHEDULE

1. a. Personnel rates quoted are based on rates quoted above are based on first shift work days, Monday through Friday, and up to 8 hours, per man, per day. Shift differentials are applied to straight time rates as follows:
  - First Shift - 6am-2pm, Rates x 1.0
  - Second Shift - 2pm-10pm, Rates x 1.10
  - Third Shift - 10pm-6am, Rates x 1.25Shift rate differentials are determined by the starting time of the inspection shift.
- b. Overtime rates are applicable to all work per man, over 8 hours per day, on Saturdays, Sundays and holidays. Overtime rates are 1.4 times the applicable straight time rate, (after applying the shift differential). An eight (8) hour minimum daily charge applies for second shift, third shift, weekend and holiday work.
- c. An overtime multiplier of 1.5 times the listed rates may be applied for laboratory testing such as concrete strength testing conducted outside of normal business hours, if required on a job to job basis.
2. Personnel rates are billed portal to portal from our East Dundee facilities. For full time assignments we will attempt to assign personnel to report directly to the job site.
3. Invoices will be submitted once a month for services rendered during the prior month.
4. Rates quoted above include 4 copies of reports distributed and mailed in accordance with your instructions.
5. The presence of our personnel on site will be for the express purpose of observing the work and performing specific tests to document compliance of the work with the applicable specifications. We will not be responsible for job site safety, that duty being properly an obligation of the Contractor, who should be so informed. We will comply fully with the Contractor's safety program.
6. Services and fees not specifically listed above will be quoted upon request.
7. Unit Rates quoted above are applicable until 12/31/18 and are based on our staffing conditions, current as of the date of this proposal.

Raikriad Avenue Improvements  
Bensenville, Illinois

16-00096-00-PK  
C-91-112-18

Estimate of Testing & Inspection Costs													ATTACHMENT 1.1						
	TEST		INSPECTION PERSONNEL REQUIREMENTS							LABORATORY TESTING							LAB	WORK	
	WORK DESCRIPTION	QTY	PCC TESTER 1	HMA TESTER 1	MAT'L TESTER 2	COST		Asphalt Content	Gyratory	Maximum	Topsoil	Wash	Rip Rap/	Standard	Hydrometer	Sample	COST	ITEM	
			(mandays)	(mandays)	(mandays)	EXTENSION	Cylinders	& Gradation	Voids	Specific Gravity	Qualification	Sieve	PGE Gradation	Proctor	& Atterberg	Pickup	EXTENSION	TOTAL	
	Estimate of Testing & Inspection Costs																		
	EARTHWORK/SUBGRADE																		
	Earth Excavtion	510	cu yd																
	Unsuitable Materials	1,118	cu yd																
	Subgrade Inspection	3,352	sq yd		1.5	\$1,188.00												\$1,188.00	
	Trench backfill	130	cu yd																
	Aggregate Subgrade, 12"	1,118	sq yd																
	Aggregate Base Crse, 10", 6"	2,955	sq yd																
	CONCRETE																		
1	PCC Sidewalk, 5"	50	sq ft																
136	Stamped Sidewalk, 5"	8,800	sq ft	2.0		\$1,568.00	12									2	\$342.00	\$1,910.00	
9	Stamped Crosswalk, 10:	300	sq ft	0.5		\$392.00	6									1	\$171.00	\$563.00	
110	Curb and Gutter	2,977	lf	0.5		\$392.00	6									1	\$171.00	\$563.00	
8	PCC Driveway, 6"	50	sq yd																
	HMA PAVEMENT																		
33	Class D Patches, 4"	150	sq yd																
	Binder Mix N50	1,220	tons	2.0	1.0	\$2,360.00		1	1	1							\$652.00	\$3,012.00	
	Surface Mix N50	550	tons	1.0	0.5	\$1,180.00		1	1	1							\$652.00	\$1,832.00	
	Poly Surface Mix, N50	141	tons	0.5		\$392.00		1									\$163.00	\$555.00	
	SUBTOTAL TECHNICIANS			3.0	3.5	\$7,472.00	24.0	3.0	2.0	2.0	0.0	0.0	0.0	0.0	0.0	4.0	\$2,151.00	\$9,623.00	
				\$784.00 /dy	\$784.00 /dy	\$792.00 /dy	\$16.00 /ea	\$163.00 /ea	\$326.00 /ea	\$163.00 /ea	\$249.00 /ea	\$74.00 /ea	\$150.00 /ea	\$165.00 /ea	\$178.00 /ea	\$75.00 /ea			
				\$2,352.00	\$2,744.00	\$2,376.00	\$7,472.00	\$384.00	\$489.00	\$652.00	\$326.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$2,151.00	\$9,623.00	
	ALLOWANCE FOR ADDITIONAL ITEMS																		
	PCC Tester 1	0	hr.			\$0.00													
	HMA Tester 1		hr.			\$0.00													
	Material Tester 2		hr.			\$0.00													
	PW Administration		hr.			\$0.00													
	Field Engineer		hr.			\$0.00													
	Project Engineer	2.5	hr.			\$312.50													
	Principal Engineer		hr.			\$0.00													
	SUB TOTAL ADDITIONAL ITEMS					\$312.50													
								</											



**Local Public Agency Resident  
Construction Supervisor/ In  
Responsible Charge**

Anthony J. Quigley, P.E.  
Deputy Director Division of Highways  
Regional Engineer  
Department of Transportation  
201 W. Center Ct.  
Schaumburg, Illinois 60196

County	Dupage
Municipality	Village of Bensenville
Section	16-00096-00-PK
Route	MUN 4011
Contract No.	61E55
Job No.	C-91-112-18
Project	WPE6(555)

- ☐ I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
- ☒ I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Title (for the Local Public Agency)

\_\_\_\_\_  
Jeffrey S. Vaughn

Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

**For Consultants:** I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 11-0150.

Mr. Jeffrey S. Vaughn of Civiltech Engineering will be the Field Inspecting Resident Engineer (F.I.R.E.) for this project. Mr. Vaughn has worked on multiple Federal projects that were Let through IDOT. Civiltech Engineering is prequalified by IDOT in Special Services: Construction Inspection.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Field Inspecting Resident Engineer (F.I.R.E.)

Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy Director Division of Highways Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets  
Engineer of Construction, Central Bureau of Construction  
Resident Construction Supervisor  
Local Public Agency

23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of all Federal-aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or other Federal agency.

When a project is located on a street or highway over which the STD does not have legal jurisdiction, or when special conditions warrant, the STD, while not relieved of overall project responsibility, may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract. In those instances where a local public agency elects to use consultants for construction engineering services, the local public agency shall provide a full-time employee of the agency to be in responsible charge of the project.

The full-time local public agency employee in responsible charge of the project shall perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project on a frequency that is commensurate with the magnitude and complexity of the project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The Department of Transportation, in accordance with the requirements, requires the local public agency to identify the local public agency employee who will be in responsible charge of each Federal-Aid project which will be constructed under the supervision of the county, municipality or other public agency. County Engineers, Municipal Engineers, and full-time local public agency employees registered as a professional engineer should be identified in the pre-construction meeting minutes. All other resident construction supervisors must submit their qualifications on this form for approval by the department. Resident construction supervisors who are consultants shall be certified in Documentation of Contract Quantities and their firm shall be prequalified in Construction Inspection.

This form will be completed by the applicant, endorsed by a representative of the local public agency, and submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This signatory for the local public agency should be the County Engineer or Municipal Engineer, as applicable. In the event a municipality does not have a Municipal Engineer, the applicant will be recommended by the appropriate municipal authority.

If a consultant is named on this form, the approved form will be included as an attachment to the appropriate construction engineering consultant agreement.

This document should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.

Municipality Village of Bensenville	LOCAL AGENCY	 <b>Illinois Department of Transportation</b>  <b>Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds</b>	CONSULTANT	Name Civiltech Engineering, Inc.
Township				Address Two Pierce Place
County DuPage				City Itasca
Section 16-00096-00-PK				State Illinois, 60143

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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

<b>Regional Engineer</b>	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
<b>Resident Construction Supervisor</b>	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

#### Section Description

Name Railroad Ave Imprvt Route MU4011 Length 0.14 miles Structure No. \_\_\_\_\_

Termini York Road to Addison Street

#### Description

The work consists of bituminous removal and resurfacing with sidewalk removal, stamped sidewalk installation, storm and sanitary sewer, watermain adjustments, PCC curb & gutter, ADA sidewalk, pavement markings, and all incidental and collateral work necessary to complete the improvement.

#### Agreement Provisions

#### The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
  - a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
  - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e. ☐ Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

**NOTE** Four copies to be submitted to the Regional Engineer

- g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. ☐ Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. ☒ Furnish or cause to be furnished:
  - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
  - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
  - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
  - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
  - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. ☒ Furnish or cause to be furnished
  - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
    - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
    - b. Establishment and setting of lines and grades.
    - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
    - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
    - e. Revision of contract drawings to reflect as built conditions.
    - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

**NOTE:** *When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.*

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

**The LA Agrees,**

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a. ☐ A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b. ☐ A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

**Schedule for Percentages Based on Awarded Contract Cost**

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

**Grade Classification  
of Employee**

**Hourly Rate**

Principal Engineer	\$176.42
Resident Construction Supervisor	\$96.14
Chief of Party	\$85.68
Instrument Man	
Rodmen	
Inspectors	\$42.85
*Please see attached	
Exhibit A for Cost	
Estimate of Consultant	
Services (CECS)	

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 3/31/2019. In event the services of the ENGINEER extend beyond 3/31/2019, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
- Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
  - Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
  - Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
  - Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 152 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 152 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

---

**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the



ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

---

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Village of Bensenville of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_,

\_\_\_\_\_ ,

\_\_\_\_\_  
Clerk

By \_\_\_\_\_

(Seal)

Title:

---

Executed by the ENGINEER:

Civiltech Engineering, Inc.

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

Title: Vice President

Title: President

**Approved**

\_\_\_\_\_  
Date

Department of Transportation

\_\_\_\_\_  
Regional Engineer

## Downtown Area Improvements; North Half Village of Bensenville

### Anticipated Contractor's Schedule

STAFF	CLASSIFICATION	HOURS		2018																																																
				JANUARY				FEBRUARY				MARCH					APRIL				MAY				JUNE				JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
				5	12	19	26	2	9	16	23	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7

[illegible]

**Exhibit A - Construction Engineering  
COST ESTIMATE OF CONSTRUCTION SERVICES  
PHASE III ENGINEERING SERVICES  
MUN 4011 (Railroad Avenue)  
Village of Bensenville**

**Route:** MUN 4011 (Railroad Avenue)  
**Local Agency:** Village of Bensenville  
**Section No.:** 16-00096-00-PK  
**Project No.:** WPE6(555)  
**Job No.:** C-91-112-18  
**County:** DuPage

\*Includes annual increase (3%) for work in 2018

\*\*Labor x 0.145 x 2.20 = Fixed Fee

Complexity factor (R=0.00)

**Consultant: Civiltech Engineering, Inc.**

**Prepared: 1/31/2018**

ITEM	Employee Classification	Total Number of Manhours	Percent of Total	DOLLARS (\$)				
				Payroll Rate*	Payroll Costs	Payroll, Burden & Fringe Costs; Overhead & Expenses (Labor x 1.20)	Fixed Fee** (Labor x 0.32)	TOTAL
Construction Engineering:	Resident Eng (Fld Tch II)	878	73.91%	\$ 38.15	\$ 33,496	\$ 40,195	\$ 10,719	\$ 84,410
	Asst. RE (Res. Engr. III)	0	0.00%	\$ 35.67	\$ -	\$ -	\$ -	\$ -
	Inspector (Res. Engr. I)	0	0.00%	\$ 31.93	\$ -	\$ -	\$ -	\$ -
	Intern (Field Tech. I)	264	22.22%	\$ 17.00	\$ 4,488	\$ 5,386	\$ 1,436	\$ 11,310
	Chief Layout Specialist	36	3.03%	\$ 34.00	\$ 1,224	\$ 1,469	\$ 392	\$ 3,085
	Structural Engr. V	0	0.00%	\$ 44.95	\$ -	\$ -	\$ -	\$ -
	Sr. Proj . Mngr.	10	0.84%	\$ 70.00	\$ 700	\$ 840	\$ 224	\$ 1,764
								<b>SUBTOTAL</b>
								<b>\$ 100,569</b>
Direct Expenses:								
1.) Vehicle Expense								\$ 6,050
2.) Material Testing								\$ 10,000
3.) Printing Expense								\$ 100
4.) Photography								\$ -
<b>TOTALS</b>		<b>1,188</b>	<b>100.00%</b>		<b>\$ 39,908</b>	<b>\$ 47,890</b>	<b>\$ 12,771</b>	<b>\$ 116,719</b>

- 1.) 110 Days @ \$55.00/Day
- 2.) Material Testing (Midland Standard Engineering & Testing, Inc.)
- 3.) Estimated printing expense for Record Drawings
- 4.) Estimated photography expense

## MUN 4011 (Railroad Avenue) Summary of Direct Costs

**Route:** MUN 4011 (Railroad Avenue)  
**Local Agency:** Village of Bensenville  
**Section:** 16-00096-00-PK  
**Proj. No.:** WPE6(555)  
**Job No.:** C-91-112-18  
**County:** DuPage  
**Contract No.:** 61E55

### Direct Costs:

#### Printing Expense

Assume 2 large sets for working drawings & 1 set for final "As-Builts"

Bond Prints: 3 sets X 36 sheets/set X \$0.95 per sheet = \$102.60

Total = \$102.60

**Say: \$100.00**

#### Photography Expense

Assume 10 sets of developed digital pictures @ \$10.00 ea. = \$100.00

**Say: \$0.00**

#### Vehicle Expense

110 vehicle days required @ \$55.00 per day = \$6,050.00

**Total: \$6,050.00**

MIDLAND STANDARD ENGINEERING & TESTING, INC.

558 Plate Drive Unit 6  
East Dundee, Illinois 60118  
(847) 844-1895 f (847) 844-3875

January 31, 2018

Mr. James D. Ewers, P.E.  
**Civiltech Engineering, Inc.**  
Two Pierce Place  
Suite 1400  
Itasca, Illinois 60143

Re: **Quality Assurance** Inspection and Testing Services  
**MUN 4011 – Railroad Avenue**  
**York to Addison**  
Bensenville, Illinois

Dear Mr. Ewers:

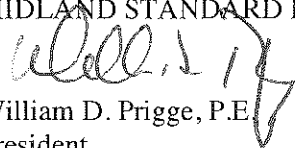
We have prepared this unit rate and cost estimate proposal to provide Quality Assurance services for your project in Bensenville, Illinois. In this proposal we have included rates for personnel, equipment and materials to conduct field inspection for earthwork, field inspection of subgrade soils and backfill, portland cement concrete and hot mix asphalt, laboratory testing and documentation required.

We propose to provide the necessary inspections and testing using experienced, certified personnel and recognized test procedures developed by IDOT, ASTM, AASHTO, ACI, etc. Our services would be provided at the request of your designated representative on a unit rate basis in accordance with the Schedules of Services and Fees-Attachment 1, included in this proposal package. The final cost of these services will be based upon the total amount of work performed.

We are staffed and equipped to aid you in the successful completion of your projects and are available to discuss any aspect of our proposal at your convenience.

Based on the project information submitted we have prepared cost estimates for the anticipated work. The estimate submitted assumes PREVAILING WAGE work. The final cost of these services will be based upon the total amount of work performed.

Sincerely,  
MIDLAND STANDARD ENGINEERING & TESTING, INC.

  
William D. Prigge, P.E.  
President

WDP/mlj

Attachment 1: Schedule of Services and Fees  
Attachment 1.1: Cost Estimate

**SCHEDULE OF SERVICES AND FEES-ATTACHMENT 1**  
**QUALITY ASSURANCE**  
**CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES**  
**FOR**

**Railroad Avenue Improvements**  
**Bensenville, IL**

PREPARED BY  
MIDLAND STANDARD ENGINEERING & TESTING, INC.  
EAST DUNDEE, ILLINOIS

**MIDLAND STANDARD ENGINEERING & TESTING, INC.**

**BASIS OF RATES**

**SCHEDULE OF SERVICES AND FEES-ATTACHMENT 1**

We propose to provide the necessary Engineering Consultation and Quality Control inspections and testing, using experienced personnel, in accordance with the project specifications and recognized test procedures developed by, IDOT, ASTM, ACI, AASHTO, etc. We can also provide engineering analysis, problem solving and consultation services as requested.

Our services would be provided at the request of your designated representative on a unit rate basis in accordance with the Schedules of Services and Fees.

Engineering Technicians or Field Engineers would be assigned to provide the field services as requested by your Designated Representatives. Engineering liaison, review and supervision will be provided by a Project Engineer.

In addition to the field and laboratory technical staff, we are able to provide full engineering backup services. Our engineering staff will be available to provide consultation and recommendations which may be required when job site problems are experienced.

Our billing philosophy is simple and direct. We account and invoice for all time expended on a project by our personnel for inspections, preparing and reviewing reports, attending meetings, resolving problems or providing services productive to the project.

Our field people are quoted on a time basis, which includes being fully equipped and expendable supplies.

**ATTACHMENT 1**  
**FEE SCHEDULE GENERAL INSPECTION AND TESTING**

**CONSTRUCTION TESTING AND INSPECTION SERVICES**

**A. Engineering Technicians**

Engineering Technicians will be assigned to the project on the basis of complexity and/or specific experience requirements:

Material Tester 1, PCC	per day .....	\$ 784.00
	per half day .....	\$ 392.00
	per hour, 4-8 hr .....	\$ 98.00
	per hour overtime 8 hr+ .....	\$ 134.00

Material Tester 1, HMA	per day .....	\$ 784.00
	per half day .....	\$ 392.00
	per hour, 4-8 hr .....	\$ 98.00
	per hour overtime 8 hr+ .....	\$ 134.00

Material Tester 2	per day .....	\$ 792.00
	per half day .....	\$ 396.00
	per hour, 4-8 hr .....	\$ 99.00
	per hour overtime 8 hr+ .....	\$ 138.00

Material Tester 2 Technicians will be assigned on mass earthwork assignments to monitor density, approve subgrade, obtain soil samples for laboratory testing. Concrete batch plant and Hot Mix batch plant inspection.

Material Tester 1 PCC Technicians will conduct field testing of concrete including slump, air content, temperature and casting strength specimens.

Material Tester 1 HMA Technicians will conduct field testing of hot mix asphalt pavement, conduct rolling patterns and monitor compaction operations.

\*A four (4) hour minimum day is applicable to Technician and Technician (Level 1 and 2) assignments.

**B. Engineering Services**

Engineering Services for inspection, test evaluation, contract administration, laboratory and field supervision, resolution of special problems, preparation of reports, job-site and other job related meetings and consultation will be furnished in accordance with the following schedule of hourly rates:

Prevailing Wage Administration	\$ 75.00
Field Engineer	\$ 100.00
Staff (Graduate) Engineer	\$ 100.00
Project Engineer	\$ 110.00
Project Manager or Materials Consultant, P.E.	\$ 125.00
Geotechnical Engineer	\$ 135.00
Principal Engineer	\$ 145.00



## ATTACHMENT 1 (CONT'D)

### C. Laboratory Services

Our fully equipped laboratory can provide a full range of tests, rates for tests not specifically quoted available on request.

1. Compressive Strength tests of concrete cylinders,  
including expendable supplies (molds), curing  
at MSET, (Pick-up additional)

6"x12"	\$ 18.00 ea.
4"x8"	\$ 16.00 ea.
2. Flexural Strength tests of concrete beams, including  
reusable molds, curing at MSET and disposal, (Pick up  
additional)

	\$ 50.00 ea.
--	--------------
3. Aggregate Gradation

Dry Sieve Analysis.....	\$ 65.00 ea.
Washed Sieve Analysis.....	\$ 75.00 ea.
Hydrometer & Sieve Analysis.....	\$ 95.00 ea.
4. Atterberg Limits ASTM D4318..... \$ 85.00 ea.
5. Theoretical Maximum Density ASTM D 2041 \$ 165.00 ea.
6. Asphalt Content by Reflux Extraction \$ 105.00 ea.
7. Asphalt Content by Reflux Extraction with Gradation \$ 165.00 ea.
8. Asphalt Content by Ignition Oven \$ 110.00 ea.
9. Asphalt Content by Ignition Oven with Gradation \$ 165.00 ea.
10. Bulk Specific Gravity of Gyratory Specimen  
i. (set of two) and air voids..... \$ 330.00 ea.
11. Laboratory Compaction Characteristics Using  
Standard Effort ASTM D 698..... \$ 175.00 ea.
12. Laboratory Compaction Characteristics Using  
Modified Effort ASTM D 1557..... \$ 195.00 ea.

### D. Miscellaneous Services

Concrete cylinder pick-up trips will be invoiced when cylinders are picked up as a special trip and not returned to laboratory by MSET personnel commuting to jobsite .....\$ 75.00 each

### NOTES TO FEE SCHEDULE

1. a. Personnel rates quoted are based on rates quoted above are based on first shift work days, Monday through Friday, and up to 8 hours, per man, per day. Shift differentials are applied to straight time rates as follows:
  - First Shift - 6am-2pm, Rates x 1.0
  - Second Shift - 2pm-10pm, Rates x 1.10
  - Third Shift - 10pm-6am, Rates x 1.25Shift rate differentials are determined by the starting time of the inspection shift.
- b. Overtime rates are applicable to all work per man, over 8 hours per day, on Saturdays, Sundays and holidays. Overtime rates are 1.4 times the applicable straight time rate, (after applying the shift differential). An eight (8) hour minimum daily charge applies for second shift, third shift, weekend and holiday work.
- c. An overtime multiplier of 1.5 times the listed rates may be applied for laboratory testing such as concrete strength testing conducted outside of normal business hours, if required on a job to job basis.
2. Personnel rates are billed portal to portal from our East Dundee facilities. For full time assignments we will attempt to assign personnel to report directly to the job site.
3. Invoices will be submitted once a month for services rendered during the prior month.
4. Rates quoted above include 4 copies of reports distributed and mailed in accordance with your instructions.
5. The presence of our personnel on site will be for the express purpose of observing the work and performing specific tests to document compliance of the work with the applicable specifications. We will not be responsible for job site safety, that duty being properly an obligation of the Contractor, who should be so informed. We will comply fully with the Contractor's safety program.
6. Services and fees not specifically listed above will be quoted upon request.
7. Unit Rates quoted above are applicable until 12/31/18 and are based on our staffing conditions, current as of the date of this proposal.

Raikriad Avenue Improvements  
Bensenville, Illinois

16-00096-00-PK  
C-91-112-18

Estimate of Testing & Inspection Costs														ATTACHMENT 1.1					
	TEST		INSPECTION PERSONNEL REQUIREMENTS							LABORATORY TESTING							LAB	WORK	
	WORK DESCRIPTION	QTY	PCC TESTER 1	HMA TESTER 1	MAT'L TESTER 2	COST		Asphalt Content	Gyratory	Maximum	Topsoil	Wash	Rip Rap/	Standard	Hydrometer	Sample	COST	ITEM	
			(mandays)	(mandays)	(mandays)	EXTENSION	Cylinders	& Gradation	Voids	Specific Gravity	Qualification	Sieve	PGE Gradation	Proctor	& Atterberg	Pickup	EXTENSION	TOTAL	
	Estimate of Testing & Inspection Costs																		
	EARTHWORK/SUBGRADE																		
	Earth Excavtion	510	cu yd																
	Unsuitable Materials	1,118	cu yd																
	Subgrade Inspection	3,352	sq yd		1.5	\$1,188.00												\$1,188.00	
	Trench backfill	130	cu yd																
	Aggregate Subgrade, 12"	1,118	sq yd																
	Aggregate Base Crse, 10", 6"	2,955	sq yd																
	CONCRETE																		
1	PCC Sidewalk, 5"	50	sq ft																
136	Stamped Sidewalk, 5"	8,800	sq ft	2.0		\$1,568.00	12									2	\$342.00	\$1,910.00	
9	Stamped Crosswalk, 10:	300	sq ft	0.5		\$392.00	6									1	\$171.00	\$563.00	
110	Curb and Gutter	2,977	lf	0.5		\$392.00	6									1	\$171.00	\$563.00	
8	PCC Driveway, 6"	50	sq yd																
	HMA PAVEMENT																		
33	Class D Patches, 4"	150	sq yd																
	Binder Mix N50	1,220	tons	2.0	1.0	\$2,360.00		1	1	1							\$652.00	\$3,012.00	
	Surface Mix N50	550	tons	1.0	0.5	\$1,180.00		1	1	1							\$652.00	\$1,832.00	
	Poly Surface Mix, N50	141	tons	0.5		\$392.00		1									\$163.00	\$555.00	
	SUBTOTAL TECHNICIANS			3.0	3.5	\$7,472.00	24.0	3.0	2.0	2.0	0.0	0.0	0.0	0.0	0.0	4.0	\$2,151.00	\$9,623.00	
				\$784.00 /dy	\$784.00 /dy	\$792.00 /dy	\$16.00 /ea	\$163.00 /ea	\$326.00 /ea	\$163.00 /ea	\$249.00 /ea	\$74.00 /ea	\$150.00 /ea	\$165.00 /ea	\$178.00 /ea	\$75.00 /ea			
				\$2,352.00	\$2,744.00	\$2,376.00	\$7,472.00	\$384.00	\$489.00	\$652.00	\$326.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$2,151.00	\$9,623.00	
	ALLOWANCE FOR ADDITIONAL ITEMS																		
	PCC Tester 1	0	hr.			\$0.00													
	HMA Tester 1		hr.			\$0.00													
	Material Tester 2		hr.			\$0.00													
	PW Administration		hr.			\$0.00													
	Field Engineer		hr.			\$0.00													
	Project Engineer	2.5	hr.			\$312.50													
	Principal Engineer		hr.			\$0.00													
	SUB TOTAL ADDITIONAL ITEMS					\$312.50													



**Local Public Agency Resident  
Construction Supervisor/ In  
Responsible Charge**

Anthony J. Quigley, P.E.  
Deputy Director Division of Highways  
Regional Engineer  
Department of Transportation  
201 W. Center Ct.  
Schaumburg, Illinois 60196

County	Dupage
Municipality	Village of Bensenville
Section	16-00096-00-PK
Route	MUN 4011
Contract No.	61E55
Job No.	C-91-112-18
Project	WPE6(555)

- ☐ I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
- ☒ I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Title (for the Local Public Agency)

\_\_\_\_\_  
Jeffrey S. Vaughn

Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

**For Consultants:** I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 11-0150.

Mr. Jeffrey S. Vaughn of Civiltech Engineering will be the Field Inspecting Resident Engineer (F.I.R.E.) for this project. Mr. Vaughn has worked on multiple Federal projects that were Let through IDOT. Civiltech Engineering is prequalified by IDOT in Special Services: Construction Inspection.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Field Inspecting Resident Engineer (F.I.R.E.)

Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy Director Division of Highways Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets  
Engineer of Construction, Central Bureau of Construction  
Resident Construction Supervisor  
Local Public Agency

23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of all Federal-aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or other Federal agency.

When a project is located on a street or highway over which the STD does not have legal jurisdiction, or when special conditions warrant, the STD, while not relieved of overall project responsibility, may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract. In those instances where a local public agency elects to use consultants for construction engineering services, the local public agency shall provide a full-time employee of the agency to be in responsible charge of the project.

The full-time local public agency employee in responsible charge of the project shall perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project on a frequency that is commensurate with the magnitude and complexity of the project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The Department of Transportation, in accordance with the requirements, requires the local public agency to identify the local public agency employee who will be in responsible charge of each Federal-Aid project which will be constructed under the supervision of the county, municipality or other public agency. County Engineers, Municipal Engineers, and full-time local public agency employees registered as a professional engineer should be identified in the pre-construction meeting minutes. All other resident construction supervisors must submit their qualifications on this form for approval by the department. Resident construction supervisors who are consultants shall be certified in Documentation of Contract Quantities and their firm shall be prequalified in Construction Inspection.

This form will be completed by the applicant, endorsed by a representative of the local public agency, and submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This signatory for the local public agency should be the County Engineer or Municipal Engineer, as applicable. In the event a municipality does not have a Municipal Engineer, the applicant will be recommended by the appropriate municipal authority.

If a consultant is named on this form, the approved form will be included as an attachment to the appropriate construction engineering consultant agreement.

This document should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.

**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**February 20, 2018**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Resident Engineering Services Agreement for the 2018 Watermain Improvements Project with Hancock Engineering Company in the not-to-exceed amount of \$91,602.50

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**☒*Financially Sound Village*☒*Enrich the lives of Residents**X**Quality Customer Oriented Services**Major Business/Corporate Center**X**Safe and Beautiful Village**Vibrant Major Corridors***COMMITTEE ACTION:**

COW

**DATE:**

Feb 20, 2018

**BACKGROUND:**

In recent years, as the Village moves towards adopting a complete street policy, the Village staff has focused on improving the infrastructure as a whole for any street project including but not limited to pavement, C&G, sidewalk, underground utilities, aesthetics, bicycle accommodations, etc. Based on the age of the watermain (1960s) and break history, the Village staff has identified following streets as a candidate for watermain replacement project. The streets include E Washington St (York to Marion St) and May St, Rose St and Grace St (Jefferson St to E Washington St). The watermain in the proposed project area is original which was installed in 1960s and seen several breaks over the past few years. The watermain is past its useful life. Furthermore, the Pavement Condition Index evaluation study performed in 2017 indicate the following scores for each segment. E Washington St (37); May St (37); Grace St (37) and Rose St (20). The streets are proposed to be resurfaced as part of the project.

**KEY ISSUES:**

In 2017, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide design as well as construction engineering services for the upcoming years. Hancock Engineering Company (Hancock) is one of the short listed firms to provide construction-engineering services. Hancock has served in the capacity of Village engineer for multiple municipalities and have extensive experience working on municipal projects as listed in its Statement of Qualifications (SOQ) submitted to the Village. Their construction engineering experience related to underground utility project is well portrayed in their SOQ. Staff has checked the listed references, which has resulted in positive outcome.

The proposed assignment scope includes on-site inspections, review of project layout, construction documentation, material testing and preparation of record drawings. The material testing required for the project will be performed by Rubino Engineering as a sub-consultant, and includes all sub-grade, concrete and asphalt pavement assessments and observations.

Hancocks's original proposed work effort and fee totals \$112,200. After negotiations, the fees are reduced to \$91,602.50 resulting in the savings of \$20,597.50. This not-to-exceed fee equates to 7.1% of the Engineer's estimated cost of \$1,280,000 for the project. Typically, the construction engineering costs for locally funded project falls within 8-10% range.

**ALTERNATIVES:**

Discretion of the Committee.

**RECOMMENDATION:**

Staff recommends approval of the engineering service agreement.

**BUDGET IMPACT:**

In FY 2018, a total of \$127,000.00 has been budgeted for the construction engineering services.

**ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of a Resident Engineering Services Agreement for the 2018 Watermain Improvements Project with Hancock Engineering Company in the not-to-exceed amount of \$91,602.50.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
RES - 2018 Watermain Project - RE	2/13/2018	Resolution Letter
Location Map	2/5/2018	Backup Material
Revised Proposal	2/5/2018	Backup Material
Original Proposal	2/5/2018	Backup Material

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A RESIDENT ENGINEERING  
SERVICES AGREEMENT FOR THE 2018 WATERMAIN IMPROVEMENTS  
PROJECT WITH HANCOCK ENGINEERING COMPANY  
IN THE NOT-TO-EXCEED AMOUNT OF \$91,602.50**

WHEREAS the Village of Bensenville strives to provide quality services to its residents; and

WHEREAS water distribution is one of the core services provided by the Village; and

WHEREAS it is necessary to maintain the underground infrastructure that assists with providing such services; and

WHEREAS based on the deteriorating conditions of the existing watermain the Village staff has identified E Washington St (from York Rd to Marion St); May St, Rose St as well as Grace St (Jefferson St to E Washington St) as candidates for the 2018 Village Watermain Improvement Project; and

WHEREAS the pavement condition index (PCI) ratings are E Washington St (37); May St (37); Grace St (37) and Rose St (20); and

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

WHEREAS Hancock Engineering Company (Hancock) is one of the short listed firms; and

WHEREAS Hancock has served in a village engineer capacity for multiple municipalities; and

WHEREAS Hancock has an extensive amount of experience working on municipal projects; and

WHEREAS the Village requested a proposal from Hancock Engineering; and

WHEREAS after negotiations the total construction engineering cost proposal received is in the not-to-exceed amount of \$91,602.50; and

WHEREAS the Village feels confident of hiring Hancock due to their knowledge and familiarity with similar projects.



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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing an engineering services agreement with Hancock Engineering Company for the 2018 Watermain Improvements Project in the not to exceed amount of \$91,602.50

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 27, 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

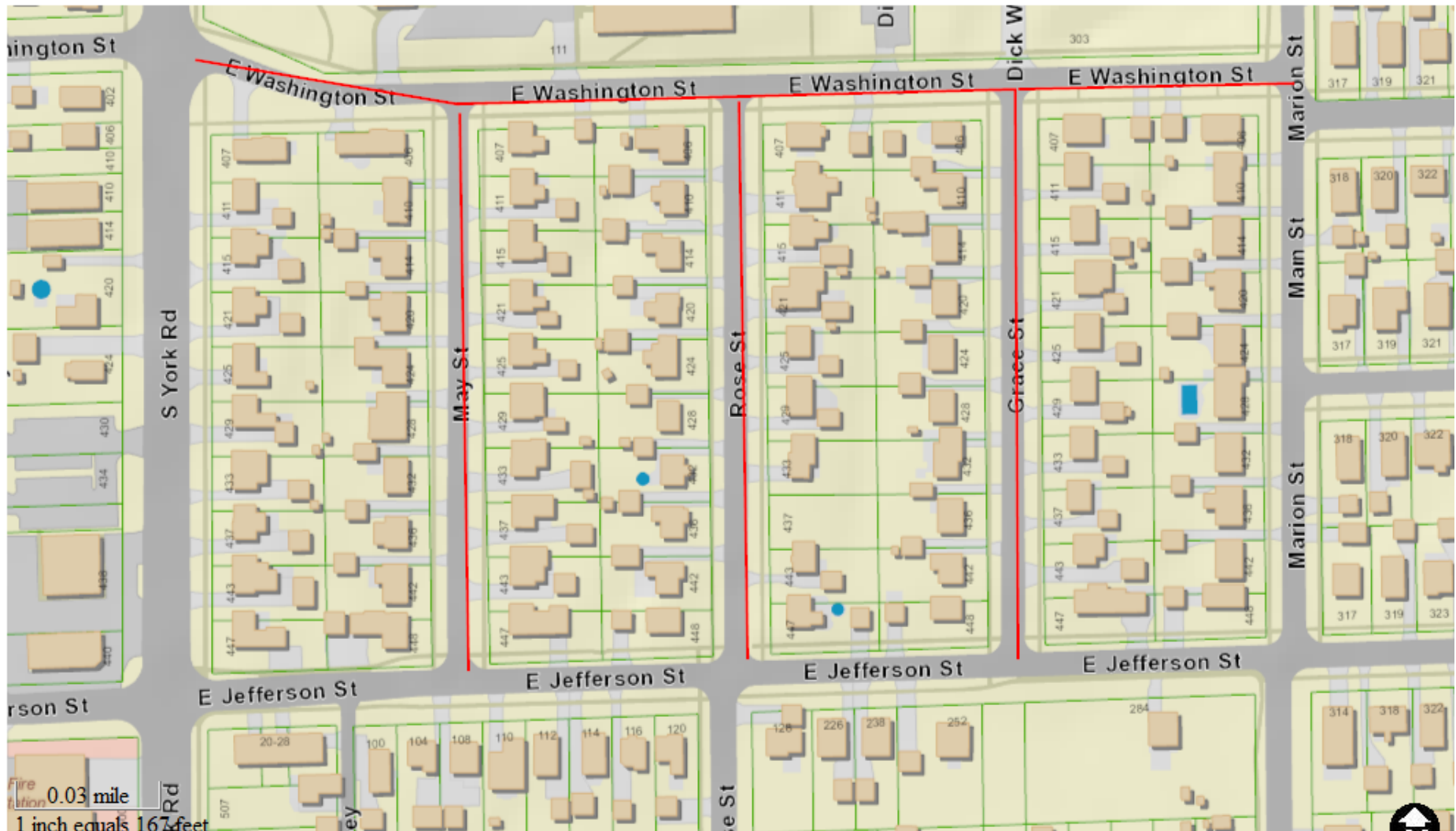
ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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



Map created on July 24, 2017.

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Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

# Statement of Qualifications

## Construction Engineering for 2018 Watermain Project

for the  
**Village of  
Bensenville, IL**

Name of Firm:	Hancock Engineering
Office Location:	9933 Roosevelt Road, Westchester, Illinois
Contact for SOQ:	Hancock Engineering Derek Treichel, PE President
Contact Phone #:	708-865-0300
Contact email:	dstreichel@ehancock.com

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## PROJECT APPROACH

### Project Understanding

We have performed a comprehensive review of the current project documents (including Pre-Final plans) and reviewed the project with our proposed team. Our team has walked the potential project sites and performed a photographic survey of the area. We have a thorough understanding of the project's goals and a comprehensive plan on how we propose to implement them.

We understand that the proposed project will include water main improvements on four adjacent streets, most of which are residential areas. However, proposed work will occur near the Bridgeway Christian Village. Although ingress/egress exists on York Road, coordination will still be important.

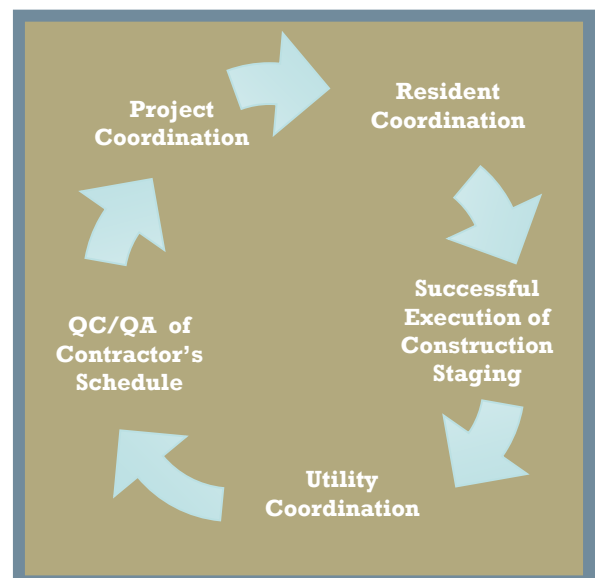
We understand that at this time the plans are still being finalized and that design changes may still be made. We anticipate a winter bid opening, with construction commencing in early to mid-April. Substantial completion must occur prior to June 30<sup>th</sup>. All construction is to be completed by September 30<sup>th</sup>. Hancock Engineering will strive to have the project finalized and closed-out by October 15<sup>th</sup>.

### Critical Issues

Hancock Engineering has been serving municipalities for over 100 years. Furthermore, **every employee** designated to be involved in these improvements **has over 15 years of experience** providing construction oversight on projects comparable to these proposed improvements. Our dedication to the municipal sector has allowed us to gain an exceptional amount of experience in all facets of municipal infrastructure improvements. This experience provides us insight on potential construction problems and crucial elements that must be monitored to ensure the project runs smoothly from start to finish. We have identified the following items that will be key elements to ensure that construction of this significant project is a success.

### **Project Coordination**

For a project to be successful, **communication** must be made a focal point. From the onset of the project we will ensure that all stakeholders have the opportunity to have a voice concerning important project issues. We will hold a kick-off meeting with Village staff and other interested parties to discuss the project scope and our intended plan of attack.



## PROJECT APPROACH

At a minimum, the following entities will be invited:

<u>Entity</u>	<u>Phone Number</u>
Bensenville Public Works/Engineering	630-350-3435
School District 2**	630-766-5940
Bensenville Police Department	630-350-3455
Bensenville Fire Department	630-350-3441
Bridgeway Christian Village	630-766-5800

\*\*School District 2 will be contacted to discuss school bus routing if necessary

It is important that the team meet prior to the Preconstruction Conference to discuss intended timelines, critical issues, goals, expectations, and communication schedule.

Our Resident Engineer, Jeff Kearney, will be in constant contact with Mehul Patel and the Village of Bensenville, promptly responding to any issues or questions as they arise. However, in addition to these informal conversations, Hancock Engineering believes it beneficial to provide the Village with **Progress Reports** outlining the current and upcoming construction activities on a weekly basis

We will attend weekly progress meetings at the office of the Assistant Public Works Director.

We understand that these improvements are adjacent to Bridgeway Christian Village (BCV) and that access to this location will be critical. We will provide ongoing communication to BCV as to any potential disturbance they may encounter. **We will work with the Contractor to schedule improvements so as to minimize the impact to all businesses.**

### Resident Coordination

Every construction project includes a certain amount of inconvenience to adjacent residents and business owners. Our goal is to minimize the inconvenience to these constituents. We have found that if effective communication of construction schedules and activities, as well as early notice of interruption to access is provided, the property owners are more likely to be understanding of the inconveniences. It is also important to explain the village's goals for the project and **provide the residents with a line of communication** should they have any concerns during the construction of the project. For these reasons, we attempt to provide area residents, business owners and other adjacent properties with channels to have their opinions heard early in the process.

The cell-phone number for the Resident Engineer will be included in the initial project notice that will be sent to impacted residents to help manage their concerns. Residents will have their calls returned by the end of each working day. We also understand that many of the residents have full-time jobs and are not able to meet on project site during typical hours. We will make provisions to

## PROJECT APPROACH

meet with these residents at a time that is convenient to their schedule. *We view interaction with residents, not as a burden, but as an opportunity to create a successful project.*

### Successful Execution of Construction Staging

To fully keep the area residents satisfied, we must do more than keep them up to date on the project. It is essential that every effort be made to minimize their disturbances.

We will work with contractor to ensure that interruptions to the resident's driveway access are kept to a minimum. We will also coordinate with the contractor to ensure the residents are notified of any disruptions to their driveway access (e.g. installation of driveway aprons, roadway excavation, etc.) a minimum of 24 hours in advance. We will ensure that prior to removing a driveway apron, notice has been provided to allow the resident the opportunity to remove the car from their property. We also recommend that the Material Testing firm cast additional concrete cylinders during concrete driveway apron pours so that "breaks" can be made prior to 7 days. We have found that today's concrete mixes are often able to reach their design strength of 3,500 PSI in 3-4 days. This allows the driveways to be opened earlier and thus reduces the length of interruption to access.

Hancock Engineering proposes to utilize Rubino Engineering for our QA testing.

We will also ensure that notices are handed out to affected residents a minimum of 24 hours prior to water shut-downs. The Resident Engineer will distribute these fliers, but we will work with the Village to assist the Village in determining the limits of affected residents. We will provide updated watermain shut-down information on a continual basis.

**It is essential that intersections and roadways be passable at all times.**

We understand that the Village of Bensenville utilizes GIS story maps and also puts weekly updates on the Village website. We will inform the Village of any anticipated closures with substantial notice so that these can be included in the weekly updates.

To allow for a successful staging plan, and ultimately a timely project completion, it is imperative that the Contractor provide a safe and traversable roadway. Our Resident Engineer will **provide daily barricade checks** prior to the start of the day's construction, during construction, and at the completion of the Contractor's daily effort. The Contractor will be required to provide a 24-hour traffic protection phone number so that if at any time, between the end of the work day and the start of the next day, he can be contacted to correct the issue. Maintaining a safe project area will be a top priority of our office.

## PROJECT APPROACH

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For a project to be genuinely safe, it must be kept clean. Our firm's daily checks will also include **inspection of the cleanliness of the project site** to ensure that:

- Proper sight requirements are not disturbed due to stockpiles or other construction equipment
- Construction dust is kept to a minimum
- No debris exists upon the driving surfaces
- Surface aggregate is both compacted and traversable until temporary asphalt pavement can be installed
- Sidewalks are continually kept ADA accessible and compliant

Any deficiencies will be logged and then immediately brought to the Contractor's attention with the expectation that they be remedied immediately.

We understand the Village of **Bensenville's residents are accustomed to pedestrian and bicycle friendly facilities**. It will be a priority of our daily traffic checks to ensure that construction does not interfere with the local resident's and potential business user's ability to access the roadway and sidewalks with their preferred mode of transportation.

### Utility Coordination

It is our experience that public utilities can delay an otherwise successful project's timeline. For this reason **Hancock uses a proactive approach** with the public utilities (Nicor, ComEd, AT&T, Comcast, etc) which has proven to avoid costly interruptions due to existing utilities. On our recent Cornell Avenue Improvements within the Village of Melrose Park, we worked with Nicor and their consultant, EN-Engineering, to relocate a 4" gas main prior to construction commencing. We are also currently working with ComEd's area supervisors, Joe Stacho and Mark Tulach to ensure that all power poles designated for relocation are repositioned prior to installation of applicable concrete items.

If awarded the Phase III Engineering we will complete a thorough review of all planned utility crossings. If deemed necessary we will have the Contractor complete "exploratory excavation" at strategically designated locations to verify the elevation of any suspect utilities. If executed early in the Contract we have had success convincing the utility company to quickly move forward with a relocate of any conflicting structures. A worst case scenario has the public utility company reimbursing the Village for any necessary redesign and potential additional material. Our proposed Resident Engineer's years of design experience would allow him to accurately redesign any necessary utility conflicts with little additional time.

We understand that the Village is not anticipating any major conflicts except for potentially gas services.



## PROJECT APPROACH

### QC/ QA of Contractor's Schedule

For a project to go smoothly during construction, the Resident Engineer must be constantly assessing and reassessing the Contractor's schedule. At the Preconstruction Meeting the Contractor will be required to submit an overall project timeline. This project provides for a **June 30<sup>th</sup> substantial completion date** for the improvements and we will ensure that the plan submitted not only meets this date, but is expeditious and operational. Progress Reports (completed weekly) will evaluate the Contractor's progress and we will report to the Village. *If it is determined that the Contractor has deviated from the plan by more than two days, they will be directed to resubmit a project schedule, outlining how they intend on catching up to the original schedule.*

Many contractors have a practice of leaving jobsites for extended time periods to attend to "other responsibilities." Unless documented in a submitted schedule, these **unexplained absences will not be tolerated**. It is our experience that nothing frustrates area residents more than "sunny days with no work going on." We have had great success keeping our Contractors on task and moving forward. Our documentation of the Contractor's daily work record will enable the Village to quickly pursue any liquidated damages that may be due to them by Contractor inefficiencies. We believe the time frame given to complete the job is adequate time to fully implement these improvements.

### Project Scope

Hancock Engineering thoroughly understands the project scope and the Village's expectations of our firm for the Water Main Improvements. We will furnish an exceptional team of Engineers to team with the Village and provide the following services:

### Task 1 – Preconstruction Services

Hancock Engineering will ascertain the standard practices of the Village and become thoroughly familiar with the contract documents, the plans for the construction project and any approved changes there to. We understand that the Village of Bensenville will schedule a pre-construction conference. At this meeting the Contractor will be required to submit:

- Proposed Project Schedule outlining how they plan to complete the project before September 30<sup>th</sup>. Hancock Engineering will thoroughly review and comment on the validity of this proposed schedule. If changes are necessary, the Contractor will be required to submit a revised schedule within the week.
- Name and 24 hour cell-phone number for the Superintendent in charge of overseeing the Traffic Control and Protection.
- Shop Drawings for requested submittals.
- List of proposed suppliers and sub-contractors.

## PROJECT APPROACH

This meeting will provide the Village and our office an avenue to discuss the expectations of the Contractor as they pertain to:

- Acquiring Village License and/or bond
- Certified Payroll release
- Notification Process
- Required permit follow-through
- Erosion Control Expectations
- Requirements and schedule for pay estimates
- Staging and access requirements

### Task 2 – Notification of Residents Affected by Construction

Hancock Engineering understands and supports the Village's policy of providing affected area residents with notice of construction. We will supply a 24 hour phone number for each the Resident Engineer and Project Manager.

### Task 3 – Verify Layout of Proposed Work

Hancock Engineering will confirm that the Contractor's layout meets with the plans. Our field engineers will verify that, for example:

- A drainage structure will not be placed directly on a gas main or other utility
- ADA compliance grading at all public sidewalk keystones and intersections
- Proper separation between proposed water main and existing sewers and other utilities
- Location and limits of restoration items

Over the last ten years, **our firm has provided various degrees of construction layout on over 1,500 projects** for our clients.

### Task 4 – Construction Observation

Hancock Engineering excels at providing extensive on-site observations of construction work in progress. Our Resident Engineer will provide field checks of materials and equipment on a **full-time continuous** basis. Each of our engineers, including Mark Volk, our Client Manager and Company Vice-President, will be reachable 24 hours a day on their cellular telephones. Jeff and Mark will be available to quickly respond to any "after-hours" emergency situations that may arise.

Additionally, our team will:

- Be on-site anytime work is being completed on the project. It is not uncommon for our engineers to remain on-site well past the end of the Contractor's day completing paperwork and resolving resident issues. *It is very important to note that the Village of Bensenville will **never be charged over 8 hours in a day** for our on-site Engineer.*

## PROJECT APPROACH

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- Serve as the Village's liaison with the Contractor and their Sub-Contractor's.
- Cooperate with the Contractor in dealing with the Bensenville Police and Fire Departments, and various other local agencies having jurisdiction within the project limits.
- Continually keep the Village informed as to whether the work is proceeding in accordance with Contract Documents. We will strongly guard the Village against defects and deficiencies in the work, immediately advise the Village of any observed deficiencies and reject all work failing to conform to the Contract Documents. **The Contractor will not be paid for work that is unsatisfactory.**
- Attend Weekly progress meetings at Public Works
- Review Contractor's progress on a regular basis. As discussed above we will submit weekly Progress Reports which will compare the actual progress to the Contractor's approved schedule. If the Contractor has fallen behind schedule, we will work with the Contractor to determine the appropriate course of action to return to schedule.
- Work with the Village to ensure that necessary QC/QA Material Testing is adequately provided.
- Coordinate with residents on a continual basis.
- Review and maintain a file of Shop Drawings and Contractor Submittals.
- Keep an inspector's Daily Report book in the Village's format recording hours on the jobsite, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and a list of viewing officials. These documents will be used to create our weekly Progression Reports.
- **We are very experienced with observing and documenting pressure tests for proposed water mains. We will be on-site anytime the Contractor performs his tests and subsequent chlorination tests.**

Our office understands that the Resident Engineer and other field engineers will not authorize any deviation from the Contract Documents except upon written instructions from the Village.

### Task 5 – Construction Documentation

As part of our construction services, Hancock Engineering will provide comprehensive documentation.

## PROJECT APPROACH

This will include:

- Maintaining orderly files of correspondence which shall include:
  - Preconstruction Minutes
  - Daily Project Diary
  - Weekly Progress Reports
  - Traffic Protection Reports
  - Quantity Book
  - Minutes from Development Meetings
  - Contract Documents
  - Chlorination Results
  - Correspondence with Public Utilities and other Agencies
  - Pertinent information for Contractors, Sub-Contractors, and major material suppliers
  - Shop drawings
  - QC/QA Reports
  - Pressure Test Results

### Task 6 – Construction Project Close-Out

Hancock Engineering acknowledges that it is in all parties best interest to have the project closed out as efficiently as possible. It is our policy to complete a preliminary “Pre-Final” inspection in which we provide the Contractor with a list of deficiencies that must be corrected prior to project close-out. As part of this inspection, we will, at a minimum:

- Open all drainage structures and verify their cleanliness
- Inspect all concrete items for cracking and/or ponding
- Inspect all sodded parkways to ensure knitted seams and proper drainage
- Verify that all domestic water service boxes are keyable
- Capture photographs of the improvements

Once these items have been corrected, we will invite the Village to conduct a Final Inspection. If any items are found to need correction, we will provide instruction to the Contractor to correct the issues. After all items have been amended, we will make a recommendation to the Village concerning project acceptance.

Record drawings in CAD and PDF format will be furnished to the Village prior to project close-out.

Our office understands that the Village will be assisting with the project close-out. We will assist the Village with the process as requested during the designated time frame to ensure this project is closed out by October 15<sup>th</sup>, 2018.

### Organizational Chart

Hancock Engineering employs well-trained engineers that work together to form a company with the reputation of working efficiently and professionally to address the concerns of our municipalities and their constituents of local businesses, schools, and home owners. Hancock Engineering employees are very aware that to provide our standard of service, we must understand and reflect the views and intention of the municipality.



**Client/Project Manager**  
**Mark Volk, P.E. Vice-President**

**Resident Engineer**  
**Jeff Kearney**

## PROJECT SCHEDULE

### Project Timeline

Hancock Engineering understands the necessity for this project to be completed in an expeditious manner. We understand the Village expects construction of this project to begin in April of this year.

We have analyzed the necessary construction tasks and associated timetables and evaluated our current capacity of resources. **We will be able to meet your proposed timeline.**

<b>Engineering Task</b>	<b>Project Completion Date</b>
Receive Award of Contract	March 1, 2018 (Assumed)
Pre-Construction Meeting with Contractors	March 30, 2018
Verify Contractor's Initial Layout	April 5, 2018
Begin Full-Time Construction Observation	April 9, 2018
Submit First Progression Report (submitted weekly)	April 13, 2018
Hold 1 <sup>st</sup> Development Meeting (Biweekly)	April 16, 2018
<b>Contractor to substantially complete work</b>	<b>June 30, 2018</b>
Complete Preliminary Project Punch-list	September 15, 2018
Conduct Final Job Walk-Thru with Village	September 30, 2018
Submit Preliminary Project Documents to Village	October 10, 2018
Submit Final Project Documentation to Village	October 15, 2018

Hancock Engineering has a strong history of providing exceptional construction engineering services in a prompt and timely manner. Hancock Engineering has the staff available to work on this construction project to meet this proposed schedule.

**PROPOSED COST**

**Hourly Rate and Fee Breakdown**

Hancock Engineering has submitted a Proposal for the completion of Construction Engineering services for the 2018 Watermain Construction Engineering Services within the Village of Bensenville, Illinois.

**Preconstruction Engineering Services**

Treichel	4 hrs	\$130/hr	\$520.00
Volk	8 hrs	\$130/hr	\$1,040.00
Kearney	40 hrs	\$110/hr	\$4,400.00
			<b>\$ 5,960.00</b>

**During Construction Engineering Services**

Treichel	16 hrs	\$130/hr	\$2,080
Volk	80 hrs	\$130/hr	\$10,400
Kearney	520 hrs	\$110/hr	\$57,200
			<b>\$ 69,680.00</b>

**Post Construction (Including Landscaping) Engineering Services**

Treichel	4 hrs	\$130/hr	\$520
Volk	8 hrs	\$130/hr	\$1,040
Kearney	80 hrs	\$110/hr	\$8,800
			<b>\$ 10,360.00</b>

**Materials Testing Breakdown**

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the Pre-Final plans:

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

**PROPOSED COST**

**Quality Assurance Materials Testing Engineering Services**

Item Description	Quantity	Unit	Material Tester 1 (hr)	Vehicle (day)	Project Manager (hr)	Nuclear Density Gauge (day)	Cylinders (each)	Sample Pickup	Maximum Theoretical Specific Gravity	Bulk Specific Gravity	Ignition Oven Test / Reflux Extraction + Sieve Analysis
			\$95.00	\$65.00	\$125.00	\$40.00	\$17.00	\$252.00	\$115.00	\$95.00	\$126.00
Hot-Mix Asphalt Binder Course, IL-19.0, N50	2122	TON	12	3	1.5	3		1	1	1	1
Hot-Mix Asphalt Surface Course, Mix D, N50	1060	TON	8	2	1	2		1	1	1	1
Portland Cement Concrete Sidewalk, 5 Inch	2931	SF	8	2	1		10	2			
			28	7	3.5	5	10	4	2	2	2
<b>GRAND TOTAL = \$5,602.50</b>			\$2,660.00	\$455.00	\$437.50	\$200.00	\$170.00	\$1,008.00	\$230.00	\$190.00	\$252.00

Rubino Engineering Proposal

**\$ 5,602.50**

**Total Proposed Fee**

- **Total NTE cost for Complete Services:** **\$91,602.50**
- 
- **Total Hancock Engineering Manhours:** **760 Hours**

This Not-to-Exceed cost will cover services outlined in this document for the **2018 Watermain Construction Engineering Services** in Bensenville.

Hancock Engineering acknowledges that “no cost overruns or additional charges” will be made unless previously authorized by the Village of Bensenville. Furthermore, Hancock Engineering does not anticipate billing for any additional work within the scope of this project, but if the necessity arises, we acknowledge that prior approval must be granted from the Village.

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Village Manager



**PROPOSED COST**

Hourly Rates

PERSONNEL CLASSIFICATION	TOTAL BILLING RATE
ENGINEER –VI (Treichel, Volk)	<b>\$130.00</b>
ENGINEER -V	<b>\$125.00</b>
ENGINEER -IV	<b>\$115.00</b>
ENGINEER -III	<b>\$110.00</b>
ENGINEER -II	<b>\$ 90.00</b>
ENGINEER -I	<b>\$ 80.00</b>
CADD MANAGER	<b>\$110.00</b>
CADD TECHNICIAN -II	<b>\$100.00</b>
CADD TECHNICIAN -I	<b>\$ 95.00</b>
ENGINEERING TECHNICIAN – V (Kearney)	<b>\$110.00</b>
ENGINEERING TECHNICIAN – IV	<b>\$100.00</b>
ENGINEERING TECHNICIAN – III	<b>\$ 85.00</b>
ENGINEERING TECHNICIAN – II	<b>\$ 70.00</b>
ENGINEERING TECHNICIAN – I	<b>\$ 45.00</b>
ADMINISTRATIVE ASSISTANT	<b>\$ 70.00</b>

*All hourly rates include costs for out-of-pocket expenses including mileage, tolls, photocopying, etc. and no additional compensation will be sought for these items. **Hancock Engineering has no hidden fees.***

*If the Village seeks actual employee rates, we can provide these numbers at your request.*

# Statement of Qualifications

## Construction Engineering for 2018 Watermain Project

for the  
**Village of  
Bensenville, IL**

Name of Firm:	Hancock Engineering
Office Location:	9933 Roosevelt Road, Westchester, Illinois
Contact for SOQ:	Hancock Engineering Derek Treichel, PE President
Contact Phone #:	708-865-0300
Contact email:	dstreichel@ehancock.com

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## PROJECT APPROACH

### Project Understanding

We have performed a comprehensive review of the current project documents (including Pre-Final plans) and reviewed the project with our proposed team. Our team has walked the potential project sites and performed a photographic survey of the area. We have a thorough understanding of the project's goals and a comprehensive plan on how we propose to implement them.

We understand that the proposed project will include water main improvements on four adjacent streets, most of which are residential areas. However, proposed work will occur near the Bridgeway Christian Village. Although ingress/egress exists on York Road, coordination will still be important.

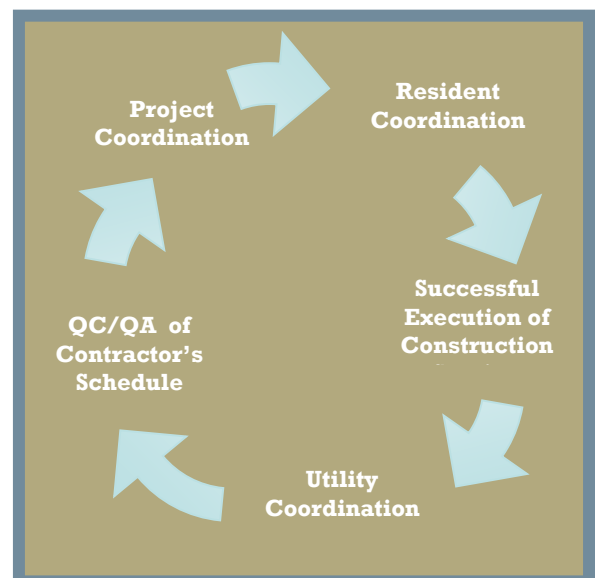
We understand that at this time the plans are still being finalized and that design changes may still be made. We anticipate a winter bid opening, with construction commencing in early to mid April. Substantial completion must occur prior to June 30<sup>th</sup>. All construction is to be completed by September 30<sup>th</sup>. Hancock Engineering will strive to have the project finalized and closed-out by October 15<sup>th</sup>.

### Critical Issues

Hancock Engineering has been serving municipalities for over 100 years. Furthermore, **every employee** designated to be involved in these improvements **has over 15 years of experience** providing construction oversight on projects comparable to these proposed improvements. Our dedication to the municipal sector has allowed us to gain an exceptional amount of experience in all facets of municipal infrastructure improvements. This experience provides us insight on potential construction problems and crucial elements that must be monitored to ensure the project runs smoothly from start to finish. We have identified the following items that will be key elements to ensure that construction of this significant project is a success.

### **Project Coordination**

For a project to be successful, **communication** must be made a focal point. From the onset of the project we will ensure that all stakeholders have the opportunity to have a voice concerning important project issues. We will hold a kick-off meeting with Village staff and other interested parties to discuss the project scope and our intended plan of attack.



## PROJECT APPROACH

At a minimum, the following entities will be invited:

<u>Entity</u>	<u>Phone Number</u>
Bensenville Public Works/Engineering	630-350-3435
Bensenville Park District	630-766-7015
School District 2	630-766-5940
Bensenville Police Department	630-350-3455
Bensenville Fire Department	630-350-3441
Bridgeway Christian Village	630-766-5800

It is important that the team meet prior to the Preconstruction Conference to discuss intended timelines, critical issues, goals, expectations, and communication schedule.

Our Resident Engineer, Jeff Kearney, will be in constant contact with Mehul Patel and the Village of Bensenville, promptly responding to any issues or questions as they arise. However in addition to these informal conversations, Hancock Engineering believes it beneficial to provide the Village with **Progress Reports** outlining the current and upcoming construction activities on a weekly basis

The Progress Reports will be emailed to selected staff at the end of each week and a bound copy will be submitted at project close-out.

In addition to the weekly Progress Reports, Hancock Engineering recommends that **Development Meetings be held on-site** every other week. These meetings will include a summary of project progress and any upcoming issues and will allow village staff to communicate directly with the Contractor. Items typically discussed at these meetings include:

- Previous weeks Progress Reports
- Condition of project site, i.e., dust control, barricade usage, temporary access
- Village Concerns
- Contractor concerns
- Resident/ Business Owner concerns
- Pay Estimates and Change Orders

We have found these meetings to be very advantageous for all parties involved, including the Contractor.

We understand that these improvements are adjacent to Bridgeway Christian Village (BCV) and that access to this location will be critical. We will provide ongoing communication to BCV as to any potential disturbance they may encounter. **We will work with the Contractor to schedule improvements so as to minimize the impact to all businesses.**

## Resident Coordination

Every construction project includes a certain amount of inconvenience to adjacent residents and business owners. Our goal is to minimize the inconvenience to these constituents. We have found that if effective communication of construction schedules and activities, as well as early notice of interruption to access is provided, the property owners are more likely to be understanding of the inconveniences. It is also important to explain the village's goals for the project and **provide the residents with a line of communication** should they have any concerns during the construction of the project. For these reasons, we attempt to provide area residents, business owners and other adjacent properties with channels to have their opinions heard early in the process.

Hancock Engineering likes to team with the Village to hold a public meeting early in the construction process to make sure that the public is aware of the upcoming improvements. Taking away the "surprise" encountered by residents does a lot to increase their support of the project.

With the Village's permission, we will distribute our cell-phone numbers to area residents to help manage their concerns. Residents will have their calls returned by the end of each working day. We also understand that many of the residents have full-time jobs and are not able to meet on project site during typical hours. We will make provisions to meet with these residents at a time that is convenient to their schedule. *We view interaction with residents, not as a burden, but as an opportunity to create a successful project.*

## Successful Execution of Construction Staging

To fully keep the area residents satisfied, we must do more than keep them up to date on the project. It is essential that every effort be made to minimize their disturbances.

We will work with contractor to ensure that interruptions to the resident's driveway access are kept to a minimum. We will also coordinate with the contractor to ensure the residents are notified of any disruptions to their driveway access (e.g. installation of driveway aprons, roadway excavation, etc.) a minimum of 24 hours in advance. We will ensure that prior to removing a driveway apron, notice has been provided to allow the resident the opportunity to remove the car from their property. We also recommend that the Material Testing firm cast additional concrete cylinders during concrete driveway apron pours so that "breaks" can be made prior to 7 days. We have found that today's concrete mixes are often able to reach their design strength of 3,500 PSI in 3-4 days. This allows the driveways to be opened earlier and thus reduces the length of interruption to access.

We will also ensure that notices are handed out to affected residents a minimum of 24 hours prior to water shut-downs. The Contractor will distribute these fliers, but we will work with the Village to assist the Village in determining the limits of affected residents. We will provide updated watermain shut-down information on a continual basis.

## PROJECT APPROACH

We will ensure that only “day-closures” are permitted street intersections. **It is essential that intersections be re-opened at the end of each working day.**

Provisions will be made to ensure that Emergency Vehicles and first responders can access all areas at all times. Any day closures will need to be called into Public Works, the Fire Department, and the Police Department, as well as posted on our project website, a minimum of two days prior to the disruption.

To allow for a successful staging plan, and ultimately a timely project completion, it is imperative that the Contractor provide a safe and traversable roadway. Our Resident Engineer will **provide daily barricade checks** prior to the start of the day’s construction, during construction, and at the completion of the Contractor’s daily effort. The Contractor will be required to provide a 24 hour traffic protection phone number so that if at any time, between the end of the work day and the start of the next day, he can be contacted to correct the issue. Maintaining a safe project area will be a top priority of our office.

**Illinois Department of Transportation** Traffic Control Inspection Report

Date: 09/20/2011 Time: 3:30 PM Weather: 85 degrees, County: Cook Contract: 83511 Report No.: 31

OPER 725 on File Yes Est. Completion Date: 11/01/2011 Section: 10-000-05-00-SW Marked Route: N/A

Type of Work: Streetcapping Location: Grand Avenue from Des Plaines River to Davidson

RE / RT: Chris Baker, PE Contractor: ChicagoandPaving

Traffic Control	Evaluate: (G) Good, (P) Fair, (D) Deficient, (N) Does Not Apply				Description, Comments or Corrective Measures Recommended
	Condition	Location / Placement	Night Visibility	Overall Effectiveness	
Signs	G	G		G	Satisfactory
Sign Flashers	G	G		G	Satisfactory
Drums or Barricade Lights	G	G		G	Satisfactory
Drums, Barricades or Cones	G	G		G	Satisfactory
Pavement Markings	X	X		X	N/A
Vertical Panels	X	X		X	N/A
Arrow Boards	G	G		G	Satisfactory

Comments on other items:

Do any previously reported discrepancies still exist? ☐ Yes ☒ No If yes, describe: \_\_\_\_\_

cc: ☒ File ☐ RE or RT ☐ Subcontractor ☐ Field Engineer Submitted by: \_\_\_\_\_

☐ Contractor ☐ Field ☐ Office Reviewed by: \_\_\_\_\_

IR088 10/20/14 ITC 726 (2011)

For a project to be genuinely safe, it must be kept clean. Our firm’s daily checks will also include **inspection of the cleanliness of the project site** to ensure that:

- Proper sight requirements are not disturbed due to stockpiles or other construction equipment
- Construction dust is kept to a minimum
- No debris exists upon the driving surfaces
- Surface aggregate is both compacted and traversable until temporary asphalt pavement can be installed
- Sidewalks are continually kept ADA accessible and compliant

Any deficiencies will be logged and then immediately brought to the Contractor’s attention with the expectation that they be remedied immediately.

We understand the Village of **Bensenville’s residents are accustomed to pedestrian and bicycle friendly facilities**. It will be a priority of our daily traffic checks to ensure that construction does not interfere with the local resident’s and potential business user’s ability to access the roadway and sidewalks with their preferred mode of transportation.

## PROJECT APPROACH

### Utility Coordination

It is our experience that public utilities can delay an otherwise successful project's timeline. For this reason **Hancock uses a proactive approach** with the public utilities (Nicor, ComEd, AT&T, Comcast, etc) which has proven to avoid costly interruptions due to existing utilities. On our recent Cornell Avenue Improvements within the Village of Melrose Park, we worked with Nicor and their consultant, EN-Engineering, to relocate a 4" gas main prior to construction commencing. We are also currently working with ComEd's area supervisors, Joe Stacho and Mark Tulach to ensure that all power poles designated for relocation are repositioned prior to installation of applicable concrete items.

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### QC/ QA of Contractor's Schedule

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## PROJECT APPROACH

### Project Scope

Hancock Engineering thoroughly understands the project scope and the Village's expectations of our firm for the Water Main Improvements. We will furnish an exceptional team of Engineers to team with the Village and provide the following services:

#### Task 1 – Preconstruction Services

Hancock Engineering will ascertain the standard practices of the Village and become thoroughly familiar with the contract documents, the plans for the construction project and any approved changes there to. We will also schedule a pre-construction conference with the Village, Contractor and Sub-Contractors. At this meeting the Contractor will be required to submit:

- Proposed Project Schedule outlining how they plan to complete the project before September 30<sup>th</sup>. Hancock Engineering will thoroughly review and comment on the validity of this proposed schedule. If changes are necessary, the Contractor will be required to submit a revised schedule within the week.
- Name and 24 hour cell-phone number for the Superintendent in charge of overseeing the Traffic Control and Protection.
- Shop Drawings for requested submittals.
- List of proposed suppliers and sub-contractors. All Sub-Contractors with contracts greater than \$2,000 will be required to attend this meeting.

This meeting will provide the Village and our office an avenue to discuss the expectations of the Contractor as they pertain to:

- Acquiring Village License and/or bond
- Certified Payroll release
- Notification Process
- Required permit follow-through
- Erosion Control Expectations
- Requirements and schedule for pay estimates
- Staging and access requirements

#### Task 2 – Notification of Residents Affected by Construction

Hancock Engineering understands and supports the Village's policy of providing affected area residents with notice of construction. We will supply a 24 hour phone number for each project engineer for inclusion in this letter.

#### Task 3 – Verify Layout of Proposed Work

Hancock Engineering will confirm that the Contractor's layout meets with the plans. Our field engineers will verify that, for example:

- A drainage structure will not be placed directly on a gas main or other utility

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## PROJECT APPROACH

- ADA compliance grading at all public sidewalk keystones and intersections
- Proper separation between proposed water main and existing sewers and other utilities
- Location and limits of restoration items

Over the last ten years, **our firm has provided various degrees of construction layout on over 1,500 projects** for our clients.

### Task 4 – Construction Observation

Hancock Engineering excels at providing extensive on-site observations of construction work in progress. Our Resident Engineer will provide field checks of materials and equipment on a **full-time continuous** basis. Each of our engineers, including Mark Volk, our Client Manager and Company Vice-President, will be reachable 24 hours a day on their cellular telephones. Jeff and Mark will be available to quickly respond to any “after-hours” emergency situations that may arise.

Additionally, our team will:

- Be on-site anytime work is being completed on the project. It is not uncommon for our engineers to remain on-site well past the end of the Contractor’s day completing paperwork and resolving resident issues. *It is very important to note that the Village of Bensenville will **never be charged over 8 hours in a day** for our on-site Engineer.*
- Serve as the Village’s liaison with the Contractor and their Sub-Contractor’s.
- Cooperate with the Contractor in dealing with the Bensenville Police and Fire Departments, and various other local agencies having jurisdiction within the project limits.
- Continually keep the Village informed as to whether the work is proceeding in accordance with Contract Documents. We will strongly guard the Village against defects and deficiencies in the work, immediately advise the Village of any observed deficiencies and reject all work failing to conform to the Contract Documents. **The Contractor will not be paid for work that is unsatisfactory.**
- Organize and lead Development Meetings on-site a minimum of twice a month. We will maintain and circulate minutes of these meetings.
- Review Contractor’s progress on a regular basis. As discussed above we will submit weekly Progress Reports which will compare the actual progress to the Contractor’s approved schedule. If the Contractor has fallen behind schedule, we will work with the Contractor to determine the appropriate course of action to return to schedule.

## PROJECT APPROACH

- Work with the Village to ensure that necessary QC/QA Material Testing is adequately provided.
- Coordinate with residents on a continual basis.
- Review and maintain a file of Shop Drawings and Contractor Submittals.
- Perform Traffic Control checks a minimum of three times per day. The checks shall involve checking the condition of barricades between sunrise and sunset. Additionally, twice a month the barricades will need to be inspected after sunrise to ensure that they are all flashing as required. Our office will provide the Village with Barricade Check reports on a weekly basis. The Contractor will be notified immediately of any deficiencies found and will need to remedy any issues without delay.
- Keep an inspector's Daily Report book in the Village's format recording hours on the jobsite, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and a list of viewing officials. These documents will be used to create our weekly Progression Reports.
- **We are very experienced with observing and documenting pressure tests for proposed water mains. We will be on-site anytime the Contractor performs his tests and subsequent chlorination tests.**

Our office understands that the Resident Engineer and other field engineers will not authorize any deviation from the Contract Documents except upon written instructions from the Village.

### Task 5 – Construction Documentation

As part of our construction services, Hancock Engineering will provide comprehensive documentation. This will include:

- Maintaining orderly files of correspondence which shall include:
  - Preconstruction Minutes
  - Daily Project Diary
  - Weekly Progress Reports
  - Traffic Protection Reports
  - Quantity Book
  - Minutes from Development Meetings
  - Contract Documents
  - Chlorination Results
  - Correspondence with Public Utilities and other Agencies
  - Pertinent information for Contractors, Sub-Contractors, and major material suppliers
  - Shop drawings
  - QC/QA Reports
  - Pressure Test Results

### **Task 6 – Construction Project Close-Out**

Hancock Engineering acknowledges that it is in all parties best interest to have the project closed out as efficiently as possible. It is our policy to complete a preliminary “Pre-Final” inspection in which we provide the Contractor with a list of deficiencies that must be corrected prior to project close-out. As part of this inspection, we will, at a minimum:

- Open all drainage structures and verify their cleanliness
- Inspect all concrete items for cracking and/or ponding
- Inspect all sodded parkways to ensure knitted seams and proper drainage
- Verify that all domestic water service boxes are keyable
- Capture photographs of the improvements

Once these items have been corrected, we will invite the Village to conduct a Final Inspection. If any items are found to need correction, we will provide instruction to the Contractor to correct the issues. After all items have been amended, we will make a recommendation to the Village concerning project acceptance.

Our office understands that the Village will be assisting with the project close-out. We will assist the Village with the process as requested during the designated time frame to ensure this project is closed out by October 15<sup>th</sup>, 2018.

### Organizational Chart

Hancock Engineering employs well-trained engineers that work together to form a company with the reputation of working efficiently and professionally to address the concerns of our municipalities and their constituents of local businesses, schools, and home owners. Hancock Engineering employees are very aware that to provide our standard of service, we must understand and reflect the views and intention of the municipality.



**Client/Project Manager**  
**Mark Volk, P.E. Vice-President**

**Resident Engineer**  
**Jeff Kearney**

PROJECT SCHEDULE

**Project Timeline**

Hancock Engineering understands the necessity for this project to be completed in an expeditious manner. We understand the Village expects construction of this project to begin in April of this year.

We have analyzed the necessary construction tasks and associated timetables and evaluated our current capacity of resources. **We will be able to meet your proposed timeline.**

<b>Engineering Task</b>	<b>Project Completion Date</b>
Receive Award of Contract	March 1, 2018 (Assumed)
Kick-Off Meeting with Village	March 15, 2018
Pre-Construction Meeting with Contractors	March 22, 2018
Verify Contractor's Initial Layout	April 5, 2018
Begin Full-Time Construction Observation	April 9, 2018
Submit First Progression Report (submitted weekly)	April 13, 2018
Hold 1 <sup>st</sup> Development Meeting (Biweekly)	April 16, 2018
<b>Contractor to substantially work</b>	<b>June 30, 2018</b>
Contractor to substantially complete project	September 30, 2018
Complete Preliminary Project Punch-list	October 3, 2018
Conduct Final Job Walk-Thru with Village	October 7, 2018
Submit Preliminary Project Documents to Village	October 10, 2018
Submit Final Project Documentation to Village	October 15, 2018

Hancock Engineering has a strong history of providing exceptional construction engineering services in a prompt and timely manner. Hancock Engineering has the staff available to work on this construction project to meet this proposed schedule.

**PROPOSED COST**

**Hourly Rate Breakdown**

Hancock Engineering has submitted a Proposal for the completion of Construction Engineering services for the 2018 Watermain Construction Engineering Services within the Village of Bensenville, Illinois.

	<u>Treichel</u>	<u>Volk</u>	<u>Kearney</u>
<b>Projected Hours per Employee</b>			
<b>Pre-Construction</b>	<b>4</b>	<b>40</b>	<b>40</b>
<b>During Construction</b>	<b>16</b>	<b>195</b>	<b>520</b>
<b>Post-Construction</b>	<b>4</b>	<b>40</b>	<b>100</b>
<b><u>Total Projected Hours: 959</u></b>			

**Proposed Fees**

Hancock Engineering submits the following Lump Sum amounts:

➤ **Total Fee for Complete Services: \$112,200.00**

This fee will cover services outlined in this document for the **2018 Watermain Construction Engineering Services** in Bensenville.

Hancock Engineering acknowledges that “no cost overruns or additional charges” will be made unless previously authorized by the Village of Bensenville. Furthermore, Hancock Engineering does not anticipate billing for any additional work within the scope of this project, but if the necessity arises, we acknowledge that prior approval must be granted from the Village.

**It is important to note that Hancock Engineering does not bill for overtime services during the week (Monday through Friday).**

**PROPOSED COST**

Hourly Rates

PERSONNEL CLASSIFICATION	TOTAL BILLING RATE
ENGINEER –VI	\$130.00
ENGINEER -V	\$125.00
ENGINEER -IV	\$115.00
ENGINEER -III	\$110.00
ENGINEER -II	\$ 90.00
ENGINEER -I	\$ 80.00
CADD MANAGER	\$110.00
CADD TECHNICIAN -II	\$100.00
CADD TECHNICIAN -I	\$ 95.00
ENGINEERING TECHNICIAN – V	\$110.00
ENGINEERING TECHNICIAN – IV	\$100.00
ENGINEERING TECHNICIAN – III	\$ 85.00
ENGINEERING TECHNICIAN – II	\$ 70.00
ENGINEERING TECHNICIAN – I	\$ 45.00
ADMINISTRATIVE ASSISTANT	\$ 70.00

*All hourly rates include costs for out-of-pocket expenses including mileage, tolls, photocopying, etc. and no additional compensation will be sought for these items. **Hancock Engineering has no hidden fees.***

*If the Village seeks actual employee rates, we can provide these numbers at your request.*



**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**Feb 20, 2018**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Resident Engineering Services Agreement for the George St. Bypass Storm Sewer Project (CDBG) Project to Engineering Enterprises Inc. in the not-to-exceed amount of \$116,392

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

COW

**DATE:**

Feb 20, 2018

**BACKGROUND:**

The Village of Bensenville has experienced frequent and severe flooding upstream and downstream of Redmond Reservoir. In 2015, the Village completed the Redmond Reservoir H&H study that identifies several improvements that will help alleviate some of the flooding concerns. Included in these recommendations is a bypass storm sewer along George St directly to Redmond Reservoir. In 2017, the Village applied for a CDBG-DR funding for \$1,906,947.00 through DuPage County to install this storm sewer. DuPage County is recommending \$1,671,775.00 for funding of this project, which is estimated cost of construction.

**KEY ISSUES:**

In 2017, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide design as well as construction engineering services for the upcoming years. Engineering Enterprises, Inc. (EEI) is one of the short listed firms to provide construction engineering services. EEI performed construction-engineering services on the previous CDBG funded projects within the Volk Bros subdivision as well as George St Culvert Replacement Project. The Village staff was very pleased with professional services provided by EEI during those projects. The Village staff feels very confident of retaining EEI for the upcoming project due to their excellent professional skills, knowledge, and familiarity of similar projects. The project team of EEI and Village staff has worked well together in the past. The staff recommends continuing with this team on this project.

The proposed assignment scope includes on-site inspections, review of project layout, construction documentation. Material inspections of the project will be performed by a sub-consultant, and includes all sub-grade, concrete and asphalt pavement assessments and observations.

EEI's original proposed work effort and fee totals \$126,640, of which, about \$5,000 is included for material testing. After negotiations, the fees are reduced to \$116,392, resulting in the savings of \$10,248. The engineer's estimate for this project is approximately \$1,164,500. This not-to-exceed fee equates to 10% of the Engineer's estimated cost for the project. Construction engineering costs for locally funded projects typically fall in the 7-10% range. Additional documentation is required for CDBG funded projects for which staff feels the costs are appropriate.

**ALTERNATIVES:**

Discretion of the Committee.

**RECOMMENDATION:**

Staff recommends approval of the service agreement.

**BUDGET IMPACT:**

In FY 2018, a total of \$174,000.00 has been budgeted for the construction engineering services. The construction engineer costs were budgeted based on the engineer's estimate submitted for the grant applications. During design engineering, the engineer's estimate has reduced significantly.

**ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of a Resident Engineering Services Agreement for the George St Bypass Storm Sewer Project (CDBG) Project to Engineering Enterprises Inc. in the not-to-exceed amount of \$116,392.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
RES - George Street Bypass - RE	2/13/2018	Resolution Letter
Location Map	2/7/2018	Backup Material
Revised Proposal	2/7/2018	Backup Material
Original Proposal	2/7/2018	Backup Material

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A RESIDENT ENGINEERING  
SERVICES AGREEMENT FOR THE GEORGE ST BYPASS STORM SEWER  
(CDBG) PROJECT WITH ENGINEERING ENTERPRISES, INC.  
IN THE NOT-TO-EXCEED AMOUNT OF \$116,392**

WHEREAS the Village has experienced frequent and chronic flooding upstream and downstream of Redmond Reservoir, and

WHEREAS the recently completed Redmond Reservoir H&H analysis has recommended several improvements to help alleviate flooding; and

WHEREAS installation of George St Bypass Storm sewer is one of those improvements; and

WHEREAS the staff has applied for and is recommended for receiving Community Development Block Grant (CDBG) funds in the amount of \$1,671,775; and

WHEREAS Engineering Enterprises, Inc. (EEI) is one of the short listed firms to provide construction engineering services; and

WHEREAS EEI has successfully performed resident engineering services on previous CDBG funded Volk Bros projects as well as George St Culvert Replacement; and

WHEREAS after negotiations the total construction engineering cost proposal received is in the not-to-exceed amount of \$116,392; and

WHEREAS the Village feels confident of retaining EEI due to their knowledge and familiarity with similar projects.

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing an engineering services agreement with Engineering Enterprises Inc for the George St Bypass Storm Sewer Project in the not to exceed amount of \$116,392.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 27, 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

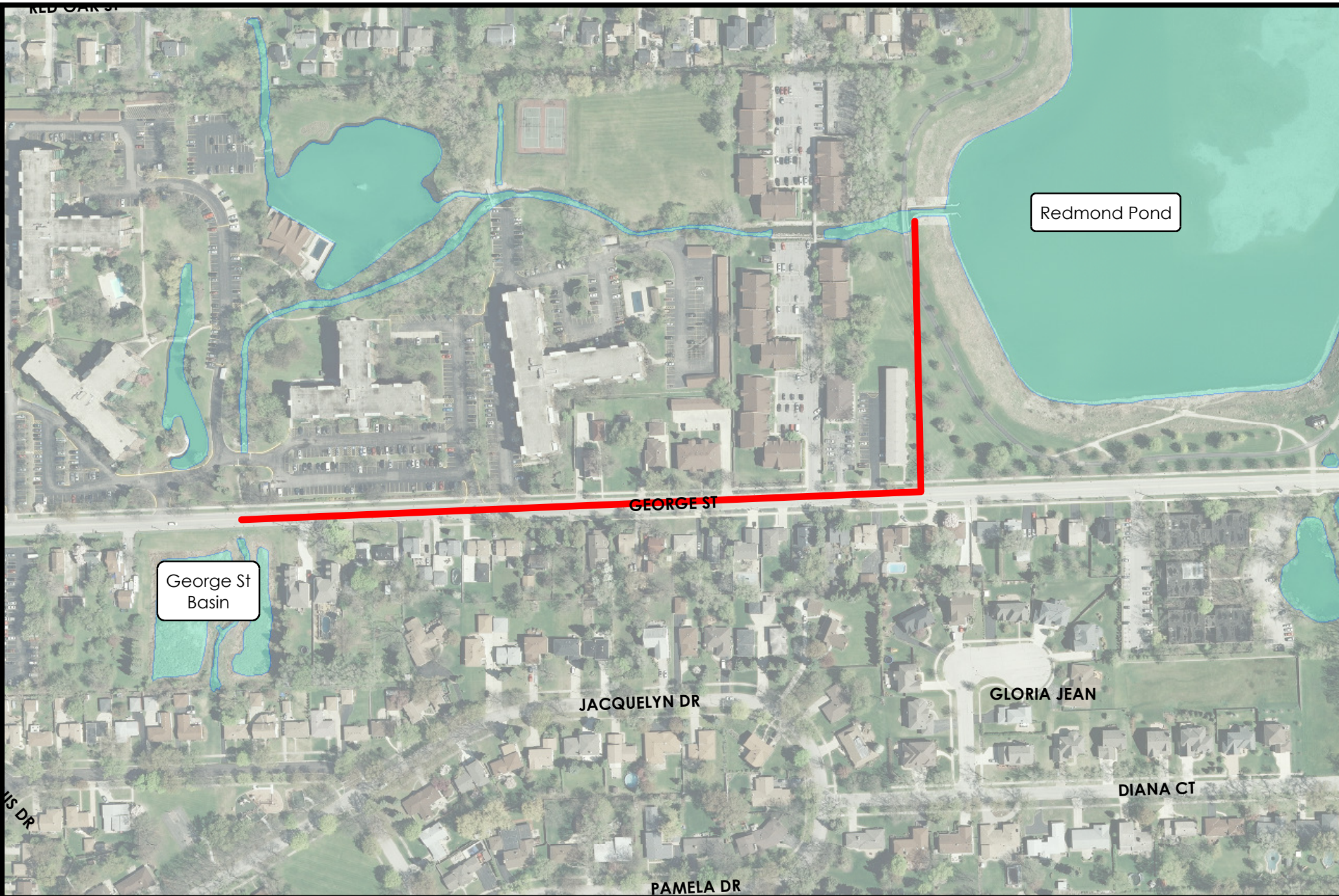
ABSENT: \_\_\_\_\_





# Village of Bensenville

## George St. Bypass Storm Sewer







**Engineering Enterprises, Inc.**

February 6, 2018

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

**Re: Professional Engineering Services for  
George Street Bypass Sewer  
Village of Bensenville, Illinois**

Dear Mr. Caracci:

Thank you for the opportunity to submit this proposal for professional engineering services for the above referenced project. Our proposal presents in more detail below the following items: Project Description, Scope of Services, Fees and Conditions, Qualifications, Exclusions and Acceptance.

### **PROJECT DESCRIPTION**

The Village of Bensenville, hereinafter referred to as Client, has requested a proposal to provide construction engineering services for the George Street Bypass Sewer Project. The improvements will generally be in accordance with the plans prepared by Engineering Resource Associates, Inc.

### **SCOPE OF SERVICES**

Our firm proposes to furnish the necessary personnel, materials, equipment and transportation to provide construction engineering services in accordance with accepted civil engineering practices, all applicable Village of Bensenville and Illinois Department of Transportation standards and requirements. The anticipated scope is shown in Attachment A.

### **FEES AND CONDITIONS**

The proposed methods of payment for the required professional services are Hourly (HR) and/or Actual Cost (AC) fees for the various classifications of employees who will perform the work as listed on the Standard Schedule of Charges dated January 1, 2018. The proposed Hourly fee is for work that is subject to unknown conditions, and other conditions that are not under our control. Actual Cost fee is for work and/or expenses the exact cost of which cannot be determined in advance.

Attachment B of the agreement summarizes our estimated fees. The fees are estimated at a not to exceed value of \$116,392.

We will have a sub-consultant provide construction material testing for this project. A master agreement for the material testing is shown in Attachment C.

Payment for all services will be based on invoices submitted periodically by our firm, but not more frequently than monthly as the work progresses.

This proposal shall be in effect for a period of sixty (60) days from the date of this proposal. If this proposal is not accepted within that period of time, our firm reserves the right to withdraw or revise this proposal.

Additional assignments not described above, including out of office meetings, will be performed at the hourly rate for the various classifications of employees who will perform the work as listed on the attached Standard Schedule of Charges dated January 1, 2018 or under a separate proposal.

### **QUALIFICATIONS**

Engineering Enterprises, Inc. is actively engaged in the planning, design and construction of public infrastructure projects requiring civil engineering in Northern Illinois. Our staff has the experience, enthusiasm and commitment to provide the required services in a reliable, timely and cost-effective manner.

While various members of our firm will perform the work on this project, the principal contacts with our firm will be Thomas W. Talsma, Vice President will serve as Principal-In-Charge, Bradley P. Sanderson, P.E., Vice President will serve as Project Manager and Kyle Welte, P.E, Senior Project Engineer will serve as the Resident Engineer. Tom, Brad and Kyle have had involvement in similar roadway and underground construction projects and will have the ability to move this project forward to ensure completion in a timely manner, while also maintaining the highest levels of quality and client communication.

### **ACCEPTANCE**

If the Project Description, Scope of Services, and Fees and Conditions, as cited above are satisfactory, please indicate your acceptance by signing both of the enclosed proposals and returning one of them to us for our records.

We welcome the opportunity to submit this proposal for professional services to you for your consideration. We look forward to working with and for you on this exciting project.

Respectfully submitted,  
ENGINEERING ENTERPRISES, INC.



Thomas W. Talsma  
Vice President/ Principal-In-Charge



Bradley P. Sanderson, P.E.  
Vice President/Project Manager

Enclosures

**AGREEMENT**

All terms and conditions to this Agreement for Professional Services

accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By \_\_\_\_\_

By \_\_\_\_\_

Village of Bensenville  
Organization

717 East Jefferson Street  
Address

Bensenville                      Illinois                      60106  
City                                  State                                  Zip

Accepted this 6<sup>TH</sup> day of FEBRUARY, 2018.

ENGINEERING ENTERPRISES, INC.  
Organization

52 Wheeler Road  
Address

Sugar Grove                      Illinois                      60554  
City                                  State                                  Zip

By Thomas W. Galano  
Vice President

By Angie Smith  
Secretary





**ATTACHMENT A**  
**CONSTRUCTION ENGINEERING PROJECT SCOPE**

A. Liaison and Contract Control:

Assist and provide guidance to the contractors in understanding the intent of the contract documents. Serve as the Village's representative with the contractors working principally through the contractor's on-site superintendent. Serve as the Village's liaison with other local agencies, utility companies, state agencies, businesses, etc. keeping them advised of day to day activities.

B. Review of Work, Rejection of Defective Work, Inspection and Testing:

- 1) Conduct on-site observations of the work in progress to determine that the project is proceeding in accordance with the contract documents and that completed work will conform to the requirements of the contract documents.
- 2) Instruct contractor to correct any work believed to be unsatisfactory, faulty or defective or does not conform to the requirements of the contract documents, or does not meet the requirements of any inspections, tests or approval required to be made; and advise Village of action taken and if any special testing or inspection will be required.
- 3) Verify that tests are conducted as required by the contract documents and in presence of the required personnel, and that contractors maintain adequate record thereof; observe, record and report to Village appropriate details relative to the test procedures.
- 4) Perform or cause to have performed as applicable, all required field tests such as concrete tests, soil compaction tests and insure such tests are made by as may be specified. Analyze the results of all field and laboratory tests to determine the suitability of materials tested. Unless the consultant has incorporated the Clean Construction and Demolition Debris (CCDD) into the construction documents, he/she shall be responsible for all costs to properly meet the requirements of the law.
- 5) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project and record the outcome of these inspections and report to Village.

C. Contractors Suggestions and Requests:

Consider and evaluate suggestions and requests for modifications in drawings and specifications which may be submitted by the contractor and make recommendations to the Village with any time and cost implications for final decision.

D. Shop Drawings:

- 1) Review and approve shop drawings and samples, the results of tests and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the contract documents: determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor(s) in accordance with the contract documents.
- 2) Record and maintain a shop drawing submittal and approval log and notify contractor

whenever submittals are lacking or untimely.

E. Schedules:

Review construction schedule, schedule of shop drawing submissions and schedule of values prepared by the contractor. Be alert to the construction schedule and to the conditions which may cause delay in completion and report same to the contractor and the Village in sufficient time to make adjustments.

F. Meetings:

- 1) Attend periodic progress meetings scheduled by the Village with all associated parties to review the overall project status and problems.
- 2) Arrange a schedule of on-site job work meetings with the general contractor and sub-contractors to review day to day requirements and problems. Maintain and circulate copies of minutes thereof.

G. Contract Administration and Records:

- 1) Handle all day to day contract administration and associated correspondence in accordance with the established procedures.
- 2) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract documents, progress reports, and other project related documents.
- 3) Keep a diary or log book, recording contractor's hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.
- 4) Record names, addresses and telephone numbers of all contractors, sub-contractors and major suppliers of equipment and materials.

H. Reports:

Furnish Village progress reports of progress of the work, anticipated work and contractor's compliance with the approved progress schedule. Written reports of the schedule of shop drawing submissions should also be provided.

I. Contractors Payment Requisition:

Review applications for payment with contractor for compliance with the established procedure for their submission and forward them with recommendations to Village, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered to the site.

J. Governmental Policies:

Review contractor EEO policies and other governmental mandated programs to insure contractor compliance with the governing regulations.

K. Change Orders:

Perform initial evaluation of change orders and submit same to Village with recommendation and cost estimate breakdown for final approval and processing.

L. As-built Drawings:

Maintain an accurate record of all field conditions and upon completion of the project insure that the design drawings are revised to show the true as-built condition.

M. Final-Completion:

- 1) Together with the Village conduct a pre-final inspection and prepare and give to the contractor a pre-final punchlist. Thereafter insure that the contractor completes same in an expeditious fashion. Notify the Village in writing when all work is completed and ready for final payment.
- 2) Together with the Village conduct a final inspection with Village staff as appropriate and the general contractor. Prepare a final punchlist and thereafter insure that the contractor completes same in an expeditious fashion. Notify the Village in writing when all work is completed and ready for final payment.



Engineering Enterprises, Inc.

EXHIBIT 3

ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR  
PROFESSIONAL ENGINEERING SERVICES FOR

GEORGE STREET BYPASS SEWER, PHASE III CONSTRUCTION ENGINEERING  
Village of Bensenville  
February 6, 2018



WORK ITEM NO.	WORK ITEM	ENTITY:		ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	PROJECT MANAGER	SENIOR PROJECT SURVEYOR II	PROJECT TECHNICIAN	CAD MANAGER	SENIOR PROJECT TECHNICIAN I				
		HOURLY RATE:	\$197	\$191	\$160	\$137	\$173	\$160	\$125	\$173	\$137	\$70			
CONSTRUCTION ENGINEERING															
3.1	Pre-Construction Tasks		6	24	39	-	-	-	-	-	-	-	69	\$	12,006
3.2	Construction Tasks		4	22	540	-	-	-	-	-	-	-	566	\$	91,390
3.3	Post Construction Tasks		2	12	15	-	-	-	-	-	-	3	32	\$	5,296
Construction Engineering Subtotal:			12	58	594	-	-	-	-	-	-	3	667	\$	108,692
PROJECT TOTAL:			12	58	594	-	-	-	-	-	-	3	667	\$	108,692

Note: Fees are based on an estimated construction length of 60 working days.

DIRECT EXPENSES	
Mileage (\$45/Day) =	\$ 2,700
Material/Geotech Testing	\$ 5,000
DIRECT EXPENSES =	\$ 7,700

LABOR SUMMARY	
Engineering Expenses =	\$ 108,482
Surveying Expenses =	\$ -
Drafting Expenses =	\$ -
Administrative Expenses =	\$ 210
TOTAL LABOR EXPENSES =	\$ 108,692

TOTAL EXPENSES =	\$ 116,392
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© 2018 Engineering Enterprises, Inc. George Street Bypass Sewer Phase III Construction & Fee Estimate Prepared Using Pro Summary



## *Standard Schedule of Charges*

*January 1, 2018*

### **EMPLOYEE DESIGNATION**

### **CLASSIFICATION**

### **HOURLY RATE**

Senior Principal	E-4	\$202.00
Principal	E-3	\$197.00
Senior Project Manager	E-2	\$191.00
Project Manager	E-1	\$173.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$160.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$149.00
Project Engineer/Planner/Surveyor	P-4	\$137.00
Senior Engineer/Planner/Surveyor	P-3	\$125.00
Engineer/Planner/Surveyor	P-2	\$114.00
Associate Engineer/Planner/Surveyor	P-1	\$103.00
Senior Project Technician II	T-6	\$149.00
Senior Project Technician I	T-5	\$137.00
Project Technician	T-4	\$125.00
Senior Technician	T-3	\$114.00
Technician	T-2	\$103.00
Associate Technician	T-1	\$ 90.00
Engineering/Land Surveying Intern	I-1	\$ 84.00
GIS Technician	G-1	\$ 72.00
Administrative Assistant	A-3	\$ 70.00

### **CREW RATES, VEHICLES AND REPROGRAPHICS**

1 Man Field Crew with Standard Survey Equipment	\$163.00
2 Man Field Crew with Standard Survey Equipment	\$254.00
1 Man Field Crew with RTS or GPS *	\$202.00
2 Man Field Crew with RTS or GPS *	\$293.00
Vehicle for Construction Observation	\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)
Reimbursable Direct Costs & Services by Others	Cost + 10%

\*RTS = Robotic Total Station / GPS = Global Positioning System

January 3, 2018

To: Brad Sanderson  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, Illinois  
P: 630.466.6700

Re: **Quality Assurance Testing Services**  
Master Agreement for 2018  
Various Transportation Projects  
Northern Illinois

Rubino Proposal # Q18.003

Via email: [bsanderson@eeiweb.com](mailto:bsanderson@eeiweb.com)

Dear Mr. Sanderson,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA construction materials testing and inspection services on various transportation related projects in northern Illinois.

### **PROJECT UNDERSTANDING**

Rubino Engineering, Inc. understands that Engineering Enterprises Inc. will be requiring QA construction material testing and inspection services during the 2018 construction season. Our understanding of the potential scope of services on each of these projects may include the following.

#### **General Scope of Services**

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

#### **Extras**

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

### **FEES**

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request. The fees charged under this agreement are subject to change 6 months from the date of the proposal.

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

## PROJECT SCHEDULING

Please fill out the attached project information sheet for each new project

Please contact Tim Dunne on his cell phone to schedule testing services:

**847-343-0749**

[tim.dunne@rubinoeng.com](mailto:tim.dunne@rubinoeng.com) (Copy [sheri.kosmos@rubinoeng.com](mailto:sheri.kosmos@rubinoeng.com))

## CLOSING

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

Respectfully submitted,

**RUBINO ENGINEERING, INC.**



Michelle A. Lipinski, PE  
President

[michelle.lipinski@rubinoeng.com](mailto:michelle.lipinski@rubinoeng.com)

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

## AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached Proposal dated \_\_\_\_\_ and made a part of the Master Agreement for 2018. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

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

## PROJECT INFORMATION:

1. Project Name: \_\_\_\_\_
2. Project Location: \_\_\_\_\_
3. Your Job No.: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_
4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
5. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
6. Number and Distribution of Reports:  
( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_ Attn: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_

<b>IDOT Section No.:</b> _____	<b>IDOT Contract No.:</b> _____
<b>IDOT Route No.:</b> _____	<b>County:</b> _____
<b>IDOT Job No.:</b> _____	<b>IDOT Project No.:</b> _____
<b>City:</b> _____	<b>QC Plan(s) Attached:</b> <input type="checkbox"/>

7. Invoicing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

8. Other Pertinent Information Or Previous Subsurface Information Available:

\_\_\_\_\_  
\_\_\_\_\_



**Rubino Engineering, Inc.**

**Schedule of Construction Materials Testing Services & Fees through March 1, 2019 (Illinois Prevailing Wage)**

**LABORATORY TESTING SERVICES**

Compression testing of concrete, mortar and grout specimens by ASTM procedures	Per Cylinder	\$ 17.00
Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4) (Does not include vehicle charge)	Per hour	\$ 93.00
Density relationship of soils		
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$ 195.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$ 215.00
Asphalt		
Maximum Theoretical Specific Gravity	Each	\$ 115.00
Bulk Specific Gravity	Each	\$ 95.00
Ignition Oven Test / Reflux Extraction + Sieve Analysis	Each	\$ 126.00
Core Densities	Each	\$ 40.00
Sieve Analysis (Washed)	Each	\$ 85.00
Sample preparation for the above tests	Each	\$ 40.00

**MATERIAL TESTER - 1** - Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Per Hour	\$ 95.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 142.50
Per Hour Overtime Sundays and Holidays	\$ 180.50

**MATERIAL TESTER - 2** - Field inspection of fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

Per Hour	\$ 99.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 148.50
Per Hour Overtime Sundays and Holidays	\$ 188.10

**MATERIAL TESTER - 2** - Field inspection of welds and structural steel

Per Hour	\$ 110.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 154.00
Per Hour Overtime Sundays and Holidays	\$ 209.00

**EQUIPMENT CHARGES**

Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gage	Per Day	\$ 40.00
Windsor Probe (Probe Charge is per set of 3)	Per Set	\$ 65.00
Steel Testing Equipment Charge	Per Day	\$ 200.00
Floor Flatness Equipment	Per Day	\$ 95.00
Prime Coat Test Kit (Per set of 3)	Each	\$ 50.00
DCP Equipment	Per Day	\$ 20.00
GPR Meter Rental	Per Day	\$ 250.00

**CORING SERVICES**

P.C. Concrete or Bituminous Concrete Coring - Personnel & Equipment	Per Hour	\$ 225.00
Diamond Bit Charge, per inch diameter, per inch depth	Per Inch	\$ 3.25

**ENGINEERING SERVICES**

Principal Engineer	Per Hour	\$ 185.00
Project Engineer/Manager	Per Hour	\$ 125.00
Administrative Assistant	Per Hour	\$ 65.00
Report Review	Each	\$ 50.00

**REMARKS**

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

## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



*Engineering Enterprises, Inc.*

February 6, 2018

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

***Re: Professional Engineering Services for  
George Street Bypass Sewer  
Village of Bensenville, Illinois***

Dear Mr. Caracci:

Thank you for the opportunity to submit this proposal for professional engineering services for the above referenced project. Our proposal presents in more detail below the following items: Project Description, Scope of Services, Fees and Conditions, Qualifications, Exclusions and Acceptance.

### **PROJECT DESCRIPTION**

The Village of Bensenville, hereinafter referred to as Client, has requested a proposal to provide construction engineering services for the George Street Bypass Sewer Project. The improvements will generally be in accordance with the plans prepared by Engineering Resource Associates, Inc.

### **SCOPE OF SERVICES**

Our firm proposes to furnish the necessary personnel, materials, equipment and transportation to provide construction engineering services in accordance with accepted civil engineering practices, all applicable Village of Bensenville and Illinois Department of Transportation standards and requirements. The anticipated scope is shown in Attachment A.

### **FEES AND CONDITIONS**

The proposed methods of payment for the required professional services are Hourly (HR) and/or Actual Cost (AC) fees for the various classifications of employees who will perform the work as listed on the Standard Schedule of Charges dated January 1, 2018. The proposed Hourly fee is for work that is subject to unknown conditions, and other conditions that are not under our control. Actual Cost fee is for work and/or expenses the exact cost of which cannot be determined in advance.

Attachment B of the agreement summarizes our estimated fees. The fees are estimated at a not to exceed value of \$126,640.

We will have a sub-consultant provide construction material testing for this project. A master agreement for the material testing is shown in Attachment C.

52 Wheeler Road, Sugar Grove, IL 60554 ~ (630) 466-6700 tel ~ (630) 466-6701 fax ~ [www.eeiweb.com](http://www.eeiweb.com)

Payment for all services will be based on invoices submitted periodically by our firm, but not more frequently than monthly as the work progresses.

This proposal shall be in effect for a period of sixty (60) days from the date of this proposal. If this proposal is not accepted within that period of time, our firm reserves the right to withdraw or revise this proposal.

Additional assignments not described above, including out of office meetings, will be performed at the hourly rate for the various classifications of employees who will perform the work as listed on the attached Standard Schedule of Charges dated January 1, 2018 or under a separate proposal.

### **QUALIFICATIONS**

Engineering Enterprises, Inc. is actively engaged in the planning, design and construction of public infrastructure projects requiring civil engineering in Northern Illinois. Our staff has the experience, enthusiasm and commitment to provide the required services in a reliable, timely and cost-effective manner.

While various members of our firm will perform the work on this project, the principal contacts with our firm will be Thomas W. Talsma, Vice President will serve as Principal-In-Charge, Bradley P. Sanderson, P.E., Vice President will serve as Project Manager and Kyle Welte, P.E, Senior Project Engineer will serve as the Resident Engineer. Tom, Brad and Kyle have had involvement in similar roadway and underground construction projects and will have the ability to move this project forward to ensure completion in a timely manner, while also maintaining the highest levels of quality and client communication.

### **ACCEPTANCE**

If the Project Description, Scope of Services, and Fees and Conditions, as cited above are satisfactory, please indicate your acceptance by signing both of the enclosed proposals and returning one of them to us for our records.

We welcome the opportunity to submit this proposal for professional services to you for your consideration. We look forward to working with and for you on this exciting project.

Respectfully submitted,  
ENGINEERING ENTERPRISES, INC.



Thomas W. Talsma  
Vice President/ Principal-In-Charge



Bradley P. Sanderson, P.E.  
Vice President/Project Manager

Enclosures

**AGREEMENT**

All terms and conditions to this Agreement for Professional Services

accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By \_\_\_\_\_

By \_\_\_\_\_

Village of Bensenville  
Organization

717 East Jefferson Street  
Address

Bensenville                      Illinois                      60106  
City                                  State                                  Zip

Accepted this 6<sup>TH</sup> day of FEBRUARY, 2018.

ENGINEERING ENTERPRISES, INC.  
Organization

52 Wheeler Road  
Address

Sugar Grove                      Illinois                      60554  
City                                  State                                  Zip

By Thomas W. Talsma  
Vice President

By Angie Smith  
Secretary



**ATTACHMENT A**  
**CONSTRUCTION ENGINEERING PROJECT SCOPE**

A. Liaison and Contract Control:

Assist and provide guidance to the contractors in understanding the intent of the contract documents. Serve as the Village's representative with the contractors working principally through the contractor's on-site superintendent. Serve as the Village's liaison with other local agencies, utility companies, state agencies, businesses, etc. keeping them advised of day to day activities.

B. Review of Work, Rejection of Defective Work, Inspection and Testing:

- 1) Conduct on-site observations of the work in progress to determine that the project is proceeding in accordance with the contract documents and that completed work will conform to the requirements of the contract documents.
- 2) Instruct contractor to correct any work believed to be unsatisfactory, faulty or defective or does not conform to the requirements of the contract documents, or does not meet the requirements of any inspections, tests or approval required to be made; and advise Village of action taken and if any special testing or inspection will be required.
- 3) Verify that tests are conducted as required by the contract documents and in presence of the required personnel, and that contractors maintain adequate record thereof; observe, record and report to Village appropriate details relative to the test procedures.
- 4) Perform or cause to have performed as applicable, all required field tests such as concrete tests, soil compaction tests and insure such tests are made by as may be specified. Analyze the results of all field and laboratory tests to determine the suitability of materials tested. Unless the consultant has incorporated the Clean Construction and Demolition Debris (CCDD) into the construction documents, he/she shall be responsible for all costs to properly meet the requirements of the law.
- 5) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project and record the outcome of these inspections and report to Village.

C. Contractors Suggestions and Requests:

Consider and evaluate suggestions and requests for modifications in drawings and specifications which may be submitted by the contractor and make recommendations to the Village with any time and cost implications for final decision.

D. Shop Drawings:

- 1) Review and approve shop drawings and samples, the results of tests and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the contract documents: determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor(s) in accordance with the contract documents.
- 2) Record and maintain a shop drawing submittal and approval log and notify contractor

whenever submittals are lacking or untimely.

E. Schedules:

Review construction schedule, schedule of shop drawing submissions and schedule of values prepared by the contractor. Be alert to the construction schedule and to the conditions which may cause delay in completion and report same to the contractor and the Village in sufficient time to make adjustments.

F. Meetings:

- 1) Attend periodic progress meetings scheduled by the Village with all associated parties to review the overall project status and problems.
- 2) Arrange a schedule of on-site job work meetings with the general contractor and sub-contractors to review day to day requirements and problems. Maintain and circulate copies of minutes thereof.

G. Contract Administration and Records:

- 1) Handle all day to day contract administration and associated correspondence in accordance with the established procedures.
- 2) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract documents, progress reports, and other project related documents.
- 3) Keep a diary or log book, recording contractor's hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.
- 4) Record names, addresses and telephone numbers of all contractors, sub-contractors and major suppliers of equipment and materials.

H. Reports:

Furnish Village progress reports of progress of the work, anticipated work and contractor's compliance with the approved progress schedule. Written reports of the schedule of shop drawing submissions should also be provided.

I. Contractors Payment Requisition:

Review applications for payment with contractor for compliance with the established procedure for their submission and forward them with recommendations to Village, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered to the site.

J. Governmental Policies:

Review contractor EEO policies and other governmental mandated programs to insure contractor compliance with the governing regulations.



K. Change Orders:

Perform initial evaluation of change orders and submit same to Village with recommendation and cost estimate breakdown for final approval and processing.

L. As-built Drawings:

Maintain an accurate record of all field conditions and upon completion of the project insure that the design drawings are revised to show the true as-built condition.

M. Final-Completion:

- 1) Together with the Village conduct a pre-final inspection and prepare and give to the contractor a pre-final punchlist. Thereafter insure that the contractor completes same in an expeditious fashion. Notify the Village in writing when all work is completed and ready for final payment.
- 2) Together with the Village conduct a final inspection with Village staff as appropriate and the general contractor. Prepare a final punchlist and thereafter insure that the contractor completes same in an expeditious fashion. Notify the Village in writing when all work is completed and ready for final payment.



Engineering Enterprises, Inc.

**EXHIBIT 3**  
**ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR**  
**PROFESSIONAL ENGINEERING SERVICES FOR**  
 GEORGE STREET BYPASS SEWER, PHASE III CONSTRUCTION ENGINEERING  
 Village of Bensenville  
 February 5, 2018



WORK ITEM NO.	WORK ITEM	ENTITY:		ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	PROJECT MANAGER	SENIOR PROJECT SURVEYOR II	PROJECT TECHNICIAN	CAD MANAGER	SENIOR PROJECT TECHNICIAN I	ADMIN.			
		HOURLY RATE:	\$197	\$191	\$160	\$137	\$173	\$160	\$125	\$173	\$137	\$70			
<b>CONSTRUCTION ENGINEERING</b>															
3.1	Pre-Construction Tasks		6	32	39	-	-	-	-	-	-	-	-	77	\$ 13,534
3.2	Construction Tasks		4	22	587	-	-	-	-	-	-	-	-	613	\$ 98,910
3.3	Post Construction Tasks		2	12	15	-	-	-	-	-	-	-	-	32	\$ 5,296
<b>Construction Engineering Subtotal:</b>			<b>12</b>	<b>66</b>	<b>641</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3</b>	<b>722</b>	<b>\$ 117,740</b>
<b>PROJECT TOTAL:</b>			<b>12</b>	<b>66</b>	<b>641</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3</b>	<b>722</b>	<b>\$ 117,740</b>

Note: Fees are based on an estimated construction length of 60 working days.

DIRECT EXPENSES	
Mileage (\$65/Day) =	\$ 3,900
Material/Geotech Testing	\$ 5,000
<b>DIRECT EXPENSES =</b>	<b>\$ 8,900</b>

LABOR SUMMARY	
Engineering Expenses =	\$ 117,530
Surveying Expenses =	\$ -
Drafting Expenses =	\$ -
Administrative Expenses =	\$ 210
<b>TOTAL LABOR EXPENSES =</b>	<b>\$ 117,740</b>

<b>TOTAL EXPENSES =</b>	<b>\$ 126,640</b>
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G:\Public\Bensenville\001\001\001\George Street Bypass\Phase III\Construction\B3 - Fee Estimate and Fee Summary



## *Standard Schedule of Charges*

*January 1, 2018*

<b>EMPLOYEE DESIGNATION</b>	<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
Senior Principal	E-4	\$202.00
Principal	E-3	\$197.00
Senior Project Manager	E-2	\$191.00
Project Manager	E-1	\$173.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$160.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$149.00
Project Engineer/Planner/Surveyor	P-4	\$137.00
Senior Engineer/Planner/Surveyor	P-3	\$125.00
Engineer/Planner/Surveyor	P-2	\$114.00
Associate Engineer/Planner/Surveyor	P-1	\$103.00
Senior Project Technician II	T-6	\$149.00
Senior Project Technician I	T-5	\$137.00
Project Technician	T-4	\$125.00
Senior Technician	T-3	\$114.00
Technician	T-2	\$103.00
Associate Technician	T-1	\$ 90.00
Engineering/Land Surveying Intern	I-1	\$ 84.00
GIS Technician	G-1	\$ 72.00
Administrative Assistant	A-3	\$ 70.00

### **CREW RATES, VEHICLES AND REPROGRAPHICS**

1 Man Field Crew with Standard Survey Equipment	\$163.00
2 Man Field Crew with Standard Survey Equipment	\$254.00
1 Man Field Crew with RTS or GPS *	\$202.00
2 Man Field Crew with RTS or GPS *	\$293.00
Vehicle for Construction Observation	\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)
Reimbursable Direct Costs & Services by Others	Cost + 10%

\*RTS = Robotic Total Station / GPS = Global Positioning System

January 3, 2018

To: Brad Sanderson  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, Illinois  
P: 630.466.6700

Re: **Quality Assurance Testing Services**  
Master Agreement for 2018  
Various Transportation Projects  
Northern Illinois

Rubino Proposal # Q18.003

Via email: [bsanderson@eeiweb.com](mailto:bsanderson@eeiweb.com)

Dear Mr. Sanderson,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA construction materials testing and inspection services on various transportation related projects in northern Illinois.

### **PROJECT UNDERSTANDING**

Rubino Engineering, Inc. understands that Engineering Enterprises Inc. will be requiring QA construction material testing and inspection services during the 2018 construction season. Our understanding of the potential scope of services on each of these projects may include the following.

#### **General Scope of Services**

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

#### **Extras**

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

### **FEES**

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request. The fees charged under this agreement are subject to change 6 months from the date of the proposal.

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

## PROJECT SCHEDULING

Please fill out the attached project information sheet for each new project

Please contact Tim Dunne on his cell phone to schedule testing services:

**847-343-0749**

[tim.dunne@rubinoeng.com](mailto:tim.dunne@rubinoeng.com) (Copy [sheri.kosmos@rubinoeng.com](mailto:sheri.kosmos@rubinoeng.com))

## CLOSING

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

Respectfully submitted,

**RUBINO ENGINEERING, INC.**



Michelle A. Lipinski, PE  
President

[michelle.lipinski@rubinoeng.com](mailto:michelle.lipinski@rubinoeng.com)

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

## AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached Proposal dated \_\_\_\_\_ and made a part of the Master Agreement for 2018. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

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

## PROJECT INFORMATION:

1. Project Name: \_\_\_\_\_
2. Project Location: \_\_\_\_\_
3. Your Job No.: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_
4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
5. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
6. Number and Distribution of Reports:  
( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_ Attn: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_

IDOT Section No.: _____	IDOT Contract No.: _____
IDOT Route No.: _____	County: _____
IDOT Job No.: _____	IDOT Project No.: _____
City: _____	QC Plan(s) Attached: <input type="checkbox"/>

7. Invoicing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

8. Other Pertinent Information Or Previous Subsurface Information Available:  
\_\_\_\_\_  
\_\_\_\_\_

**Rubino Engineering, Inc.**

**Schedule of Construction Materials Testing Services & Fees through March 1, 2019 (Illinois Prevailing Wage)**

**LABORATORY TESTING SERVICES**

Compression testing of concrete, mortar and grout specimens by ASTM procedures	Per Cylinder	\$ 17.00
Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4) (Does not include vehicle charge)	Per hour	\$ 93.00
Density relationship of soils		
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$ 195.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$ 215.00
Asphalt		
Maximum Theoretical Specific Gravity	Each	\$ 115.00
Bulk Specific Gravity	Each	\$ 95.00
Ignition Oven Test / Reflux Extraction + Sieve Analysis	Each	\$ 126.00
Core Densities	Each	\$ 40.00
Sieve Analysis (Washed)	Each	\$ 85.00
Sample preparation for the above tests	Each	\$ 40.00

**MATERIAL TESTER - 1** - Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Per Hour	\$ 95.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 142.50
Per Hour Overtime Sundays and Holidays	\$ 180.50

**MATERIAL TESTER - 2** - Field inspection of fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

Per Hour	\$ 99.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 148.50
Per Hour Overtime Sundays and Holidays	\$ 188.10

**MATERIAL TESTER - 2** - Field inspection of welds and structural steel

Per Hour	\$ 110.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 154.00
Per Hour Overtime Sundays and Holidays	\$ 209.00

**EQUIPMENT CHARGES**

Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gage	Per Day	\$ 40.00
Windsor Probe (Probe Charge is per set of 3)	Per Set	\$ 65.00
Steel Testing Equipment Charge	Per Day	\$ 200.00
Floor Flatness Equipment	Per Day	\$ 95.00
Prime Coat Test Kit (Per set of 3)	Each	\$ 50.00
DCP Equipment	Per Day	\$ 20.00
GPR Meter Rental	Per Day	\$ 250.00

**CORING SERVICES**

P.C. Concrete or Bituminous Concrete Coring - Personnel & Equipment	Per Hour	\$ 225.00
Diamond Bit Charge, per inch diameter, per inch depth	Per Inch	\$ 3.25

**ENGINEERING SERVICES**

Principal Engineer	Per Hour	\$ 185.00
Project Engineer/Manager	Per Hour	\$ 125.00
Administrative Assistant	Per Hour	\$ 65.00
Report Review	Each	\$ 50.00

**REMARKS**

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



## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**Feb 20, 2018**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Phase II Design Engineering Services Agreement for the IL-83 Bikepath (CMAQ-TCM) Project (Foster Ave to Bryn Mawr Ave) to Civiltech Engineering Inc in the Not-to-Exceed Amount of \$123,695

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

COW

**DATE:**

Feb 20, 2018

**BACKGROUND:**

The Village applied for a Congestion Mitigation Air Quality (CMAQ) grant and was awarded funding for a shared use path project in the amount of \$267,738 (80% of estimated \$334,672 project, including construction engineering) to construct an off street bike/pedestrian path from Foster Ave to Bryn Mawr Ave on the east side of IL-83. The Village also applied for additional funding through DMMC for Surface Transportation Program – Transportation Control Measure (TCM) to cover the increase in construction from the original construction estimate. DMMC awarded the additional funding of \$89,487 (including construction engineering). The total construction cost (including construction engineering) is now \$476,300 of which \$60,000 is for construction engineering. CMAQ and TCM grants will be funding a total of \$357,225.

**KEY ISSUES:**

In 2017, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide design as well as construction engineering services for the upcoming years. Civiltech Engineering, Inc (Civiltech) is one of the short listed firms to provide design-engineering services. Civiltech is currently performing the Phase I for this project. Civiltech provided similar design engineering services for the Church Rd multi-us path projects. The Village staff feels very confident of hiring Civiltech for the upcoming project due to their excellent professional skills, knowledge, and familiarity of the project area. The project team of Civiltech and Village staff has worked well together in the past. The staff recommends continuing with this team.

The proposed assignment scope includes Phase II design engineering, Surveying, geotechnical investigation, permitting from various agencies, preparation of plans and specs, utility coordination, ROW appraisal, and ROW negotiations.

Civiltech originally submitted a design services proposal in the amount \$163,077, which after negotiations has been reduced to costs \$123,695.00. The negotiations resulted in savings \$39,382.00. Federally funded projects have to abide by rigorous federal requirements, which generally results in higher design engineering costs. The requirements of federal process are similar regardless of the type, size or scope of the project. The staff feels these costs are appropriate because the design engineering for federally funded projects typically costs more than locally funded projects due to the rigorous federal requirements, ROW acquisitions and permitting from other governmental/outside agencies.

**ALTERNATIVES:**

Discretion of the Committee.

**RECOMMENDATION:**

Staff recommends approval of the Phase II engineering service agreement.

**BUDGET IMPACT:**

In FY-2018, a total of \$95,000 is budgeted for Phase II engineering services. Ongoing Phase I process has identified jurisdictional wetlands in the project limits, which requires additional permitting. The IL-83 culvert extension requires a bridge condition report to be submitted to IDOT, which was not originally anticipated. The culvert extension also requires a more thorough structural design due to the proximity of the fuel pipelines in IL-83 ROW. Additional ROW need has also been identified during Phase I process. The additional scope was discovered after the budget process.

In FY-2019, costs for ROW acquisitions and wetland credits will need to be budgeted.

**ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of a Phase II Design Engineering Services Agreement for the IL-83 Bikepath (CMAQ-TCM) Project (Foster Ave to Bryn Mawr Ave) to Civiltech Engineering Inc in the not-to-exceed amount of \$123,695.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
RES - IL83 Bike Path - Phase II Engineering	2/13/2018	Resolution Letter
Location Map	2/7/2018	Backup Material
Revised Proposal	2/7/2018	Backup Material
Original Proposal	2/7/2018	Backup Material

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A PHASE II DESIGN ENGINEERING SERVICES AGREEMENT FOR THE IL-83 BIKE PATH (CMAQ-TCM) PROJECT (FOSTER AVE TO BRYN MAWR AVE) WITH CIVILTECH ENGINEERING, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$123,695**

WHEREAS the Village applied for a Congestion Mitigation Air Quality (CMAQ) grant and was awarded funding for a shared use path project in the amount of \$267,738 (80% of estimated \$334,672 project) to construct an off street bike/pedestrian path; and

WHEREAS the Village applied for a Transportation Control Measure (TCM) grant and was awarded funding in the amount of \$89,487 for the same project to cover the increased cost; and

WHEREAS the limits of improvements for the project are from Foster Ave to Bryn Mawr Ave; and

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

WHEREAS Civiltech Engineering, Inc. is one of the short listed firms; and

WHEREAS Civiltech is currently performing Phase I engineering services on this project; and

WHEREAS the Village requested a proposal from Civiltech to perform Phase II engineering services; and

WHEREAS after negotiations the total Phase II design engineering cost proposal received is in the not-to-exceed amount of \$123,695.

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing an engineering services agreement with Civiltech Engineering Inc for the IL-83 CMAQ-TCM Project in the not to exceed amount of \$123,695.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 27, 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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






# Village of Bensenville

Illinois Route 83 Multi-Use Path





Local Agency Village of Bensenville	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Engineering Services Agreement</b>	<b>C O N S U L T A N T</b>	Consultant Civiltech Engineering, Inc.
County DuPage				Address Two Pierce Place, Suite 1400
Section 16-00097-00-BT				City Itasca
Project No.				State IL
Job No.				Zip Code 60143
Contact Name/Phone/E-mail Address Joseph Caracci jcarraci@bensenville.il.us 630.350.3435				Contact Name/Phone/E-mail Address Kristin Kalitowski 630.735.3369 kkalitowski@civiltechinc.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

#### Project Description

Name	Illinois Route 83 Bike Path - Foster Avenue to Bryn Mawr Avenue	Route	1469	Length	0.49	Structure No.	N/A
Termini	Foster Avenue to Bryn Mawr Avenue						

Description Professional engineering services to design a 10ft shared-use path along the east side of Illinois Route 83 from Foster Avenue to Bryn Mawr Avenue

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- To complete the services herein described within 420 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
  - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- ☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - ☒ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - ☐ Design and/or approve cofferdams and superstructure shop drawings.
  - ☒ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - ☐ Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - ☒ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - ☒ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - ☐ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - ☒ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
  - ☒ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.



## II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee      ☒ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
                                 ☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or  
                                 ☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:      DL = Direct Labor  
                 IHDC = In House Direct Costs  
                 OH = Consultant Firm's Actual Overhead Factor  
                 R = Complexity Factor

Specific Rate              ☐ (Pay per element)

Lump Sum                 ☐ \_\_\_\_\_

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

## III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

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

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

#### Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Civiltech Engineering		\$83,866.00
Sub-Consultants:	TIN Number	Agreement Amount
Compass Surveying		\$7,100.00
T Engineering		\$3,200.00
Santacruz Associates		\$14,700.00
Midland Standard Engineering and Testing		\$8,454.00
Stuedemann Environmental Consultants		\$6,375.00
	Sub-Consultant Total:	\$39,829.00
	Prime Consultant Total:	\$83,866.00
	Total for all Work:	\$123,695.00

Executed by the LA:

Village of Bensenville

(Municipality/Township/County)

ATTEST:

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

Village Clerk \_\_\_\_\_

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

Title: Village Manager \_\_\_\_\_

(SEAL)

Executed by the ENGINEER:

ATTEST:

Civiltech Engineering, Inc.

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

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

Title: Vice President \_\_\_\_\_

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

## **ATTACHMENT A**

**Scope of Services, Cost Estimate of Consultant Services,  
Work Hours & Direct Costs**

**PROFESSIONAL DESIGN ENGINEERING SERVICES PROPOSAL  
PHASE II ENGINEERING**

**Illinois Route 83 Bike Path  
Foster Avenue to Bryn Mawr Avenue**

**Village of Bensenville  
February 6, 2018**

**I. PROJECT UNDERSTANDING AND APPROACH**

All work will be performed in accordance with the applicable parts of the Village of Bensenville standards and guidelines, the Illinois Department of Transportation Bureau of Local Roads and Streets (BLRS) Manual, and any applicable portions of the Bureau of Design and Environment (BDE) Manual.

The Village received CMAQ and TCM funding to construct a 10-foot shared-use path along the east side of Illinois Route 83 from Foster Avenue to Bryn Mawr Avenue and along the south side of Foster Avenue from Illinois Route 83 to Marshall Road.

The Illinois Route 83 Bike Path Phase I study being led by the Village of Bensenville and completed by Civiltech Engineering, Inc. It is anticipated that a public hearing will be held in Early Summer 2018. Currently the project is included for construction in the DuPage Mayor's and Manager's Council program, with a June 2019 letting.

**II. SCOPE OF SERVICES PHASE II ENGINEERING**

**1. Data Collection and Early Coordination**

**A. Obtain and Review Record Data** - The Phase II Engineers will review in detail any design work completed as part of the Illinois Route 83 Bike Path Phase I engineering to ensure that the design of the proposed improvements are not in conflict. We will also review any commitments made as part of the Phase I work through their initial coordination efforts with IDOT to ensure that they are followed through during our Phase II design engineering. We will obtain and review available Village data including, but not limited to, traffic data, subdivision plans and plats, existing/proposed record drawings, drainage permits and reports, geotechnical reports, right-of-way data, aerial photography and contour mapping, or other existing studies, plans, and utility atlases.

**B. Initial (Kick-Off) Meeting with the Village and IDOT** - We will hold a joint meeting with Village and IDOT to discuss the proposed improvements and any anticipated issues associated with the project and our design approach.

**C. Preliminary Utility Company Coordination** - We will send letters to the utility companies within the project limits requesting copies of their utility atlases. The information collected will be incorporated into the project base drawing, and used for further coordination as outlined at the pre-final P, S & E stage.

**D. Topographic Survey and Geotechnical Studies** – Obtaining a full design topographic survey along the proposed Illinois Route 83 Bike Path corridor was completed by Compass as part of

the Phase I engineering. However, a geotechnical investigation to include topsoil thicknesses and structural borings at the culvert extension were not completed through Phase I. This geotechnical work is to be completed by Midland Standard Engineering and Testing, we have included manhours for coordination between Civiltech and Midland Standard Engineering and Testing, and a copy of their proposal is included.

**E. Field Review of Survey** – This item includes a review of the topographic survey and performing a “plan-in-hand” field check of the project site to verify the completeness and accuracy of the survey. We will also photo document the site and prepare a detailed inventory of existing signage and any other topographic features which may impact or be impacted by the proposed design. At this time we will also establish as accurately as possible, the locations of existing private utilities in the field using a combination of the atlases obtained during our Preliminary Utility Company Coordination and visual observation in the field. The existing culvert will also be inspected.

## **2. Preliminary Engineering**

**A. Plan Base Sheet Preparation-** We will plot existing topographic aerial/survey information and develop plan base sheets at a scale of 1" = 20' for use in the development of contract plans. Any updated existing utility information that has been obtained during the data collection phase and survey phase will also be plotted on the base sheets.

**B. Design Criteria & Preliminary Design Studies** - We will review the proposed bike path alignment and horizontal and vertical geometrics with respect to the existing right-of-way. Additionally, preliminary cross sections and drainage requirements will be analyzed in detail by the Phase II design team.

Based on information obtained under items one through two above, we will develop relevant design criteria and standards for use in proceeding with the preliminary engineering stage of the Project. The Preliminary Engineering work will address the following:

Documentation of Existing Conditions  
Preliminary Project Cost Estimate  
Preliminary Estimate of Construction Time  
Update Project Program Information (PPI) Form

**C. Structural Studies** - The existing 7'x6' culvert under IL 83 will be extended to the east in order to accommodate the proposed bike path. End Section is anticipated to be retaining walls in order to minimize impacts to the floodplain. The proposed structure will be designed for HS-20 design loading. It is anticipated that the walls will retain in excess of 10-ft and therefore a Bridge Condition Report (BCR) and Type Size & Location Plan (TSL) will be required. The brief BCR prepared will be a memo with photos. A cost estimate and BLR 10210 will also be prepared.

**D. Drainage Design** – The Phase I study included the preparation of Existing and Proposed Drainage Plans. The Proposed Drainage Plan will be used as the starting point for the completion of the detailed drainage design.

Illinois Route 83 crosses an unnamed creek 500' south of Bryn Mawr Avenue. A 7-foot x 6-foot concrete box culvert conveys flow beneath the roadway. This waterway is identified as Waters

of the U.S. (WOUS) and will require coordination with the U.S. Army Corp of Engineers. The existing culvert headwall will be removed and replaced by a perpendicular retaining wall with a mounted protective railing (minimum 42" total height). A hydraulic study was completed during Phase I to determine the impacts of these proposed improvements.

Floodplain is present at the unnamed creek within the project limits. There are no practical alternatives to construction in the floodplain. A shallow footing cast-in-place retaining wall will likely be needed to reduce the amount of fill in the floodplain and potentially provide compensatory storage area. This type of wall should be able to clear the oil pipelines along the east side of Illinois Route 83. We will determine the volume of fill and design the proposed grading to compensate for this filling as well as determine the type of wall that would be appropriate to construct over the oil pipelines.

The Village of Bensenville is a partial waiver community therefore any Special Management Areas (wetlands and floodplains) impacted by the proposed improvement will be reviewed by DuPage County. An IDNR permit submittal will be required for the fill in the floodplain at the unnamed creek. The IDNR then has the option to defer the floodway review to the County. A USACE permit will be required and submittals should be made to the County and the USACE concurrently. A full Joint Application to the USACE is necessary and the USACE may defer the review to DuPage County, however the USACE will still issue the permit. These improvements will also require a full-tabbed (flow chart) permit submittal through DuPage County.

Our plan is to develop preliminary engineering plans for a pre-application meeting with the DuPage County to get their guidance on floodplain management, erosion control, wetland impacts, stormwater management and design. We'll need to meet with DuPage County on-site to review the wetland delineation and get concurrence with the limits of the wetland, that the wetland is a regulatory wetlands, and that there are no other critical wetlands along the corridor. During the Phase I process, USACE issued a Jurisdictional Determination confirming wetland Site 6 as jurisdictional "waters of the United States".

When ready to submit the permit an intake meeting should be scheduled at the County. The intake meeting will not provide technical review but will make certain that the application is complete. Four copies of the permit application are required for submittal and the permit fee is generally required at the intake meeting. It is also anticipated that wetland impacts will be mitigated.

**E. Review and Confirm Project Right-of-Way Requirements** - We will review the proposed path alignment and horizontal and vertical geometrics with respect to the existing right-of-way. Additionally, the preliminary cross sections will be analyzed in detail by the Phase II design team in order to confirm the proposed right-of-way required. This work will be performed early in the design phase so that the right-of-way acquisition process can begin as soon as possible to ensure that the project remains on schedule.

There are up to five (5) parcels with potential right-of-way takes, permanent easements, and temporary easements within the project limits. We anticipate plats, appraisals, review appraisals, and negotiations to be necessary through the valuation and land acquisition process. All such services shall be performed in accordance with the policies of the Village, and where applicable, the Illinois Department of Transportation Land Acquisition Policies and Procedures Manual and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies

Act.

The preparation of the Plat of Highways and Legal Descriptions will be performed by Compass in accordance with the IDOT Plats of Highway Checklist (a copy of their proposal is included in Attachment B). We will provide Compass electronic copies of the proposed alignment and right-of-way for use in preparing the Plat of Highways and tying down the path centerline alignment.

Civiltech will provide the necessary valuation services. The fees included in the Direct Costs reflect that there will be parcels with differing levels of work required. We propose to use T Engineering Services Ltd. for our review appraisals, and to use Santacruz Associates Ltd. as the negotiator for the land acquisitions, a copy of their proposals are included.

This item also includes work involved with coordination between the Phase II design team and the appraisers and negotiators. This work typically includes providing the appraisers and negotiators with exhibits for use during meetings with the property owner, and providing information regarding the design and potential modifications to the same. However, the design for the relocation of any private property items is NOT included within the scope of this agreement. We will work with the appraisers and negotiators to ensure that all items within the takes or easements that need to be relocated by the property owner are accounted for in the compensation offered to them.

### **3. Pre-Final (90%) Plans, Special Provisions and Estimates**

**A. Pre-Final Plans** - The development of Pre-Final Contract Plans and documents will proceed throughout the Village's review of the Preliminary Plan Submittal. We will prepare pre-final contract plans based on comments received on the preliminary plans and in accordance with the applicable sections of the BLRS manual, any applicable sections of the BDE manual, and applicable IDOT Standards and in accordance with current Village standards and practices. We anticipate that the contract plans will contain the following drawings:

- Cover Sheet and Index of Sheets (1 sheet)
- General Notes (2 sheets)
- Summary of Quantities (1 sheet)
- Typical Sections (1 sheet)
- Path Plan and Profile (1"=20') (6 sheets)
- Drainage Plan and Profile (1"=20') (6 sheets)
- End Section/Retaining Wall General Plan and Elevation, Structural Details, and Railings, Soil Boring logs (5 Sheets)
- Cross Sections (1"=10'H: 1"=5'V) (10 sheets)
- ADA/PROWAG Ramp and Driveway Construction Details (7 sheets)
- Erosion Control and Landscaping (1"=20") (3 sheets)
- Village and IDOT Construction Details (4 sheets)

We estimate that the contract plans will contain a total of 46 sheets.

The cross sections will be prepared at 50-foot intervals from the beginning of project to the end of project limits. Half width cross sections will be prepared and will be in accordance with plan preparation guidelines.



The pre-final contract documents will be submitted to the Village and IDOT. We will also submit the contract plans to the various utility companies. This submittal will sufficiently define the conflicts so that the utility companies can, at a minimum, perform the necessary engineering for any required utility relocations. This allows relocations to be performed in advance of the actual construction. Civiltech will perform the necessary coordination with the utility companies and follow up as needed on each of our submittals. This will attempt to ensure that no utility company is ignoring the project. Depending on the complexity of the utility involvement it may be necessary to conduct periodic coordination meetings.

**B. Pre-Final Special Provisions** - We will prepare special provisions that supplement or amend the special provisions contained in the latest edition of the Standard Specifications for Road and Bridge Construction adopted by the Illinois Department of Transportation and the latest edition of the Standard Specifications for Sewer and Watermain Construction in Illinois. Applicable Village special provisions will be utilized to supplement the Standard Specifications. In addition, we will include the latest IDOT Recurring Special Provisions Check Sheet. The most recent set of IDOT's Bureau of Design and Environment Special Provisions and District 1 Special Provisions will be reviewed and included in the special provisions where applicable.

**C. Pre-Final Quantity Calculations** - We will perform detailed quantity calculations at the pre-final stage of the plan development. Two sets of calculations will be performed by separate engineers in order to ensure the accuracy of the calculations.

**D. Pre-Final Estimate of Cost and Construction Time** - We will use the quantities of work in order to calculate an Engineer's Estimate of Cost and Time. Estimates will be based on recent bid tab information for projects of similar scope and magnitude.

**E. Pre-Final QA/QC Review** - Prior to submission of the pre-final plans for review, we will perform an internal Quality Assurance / Quality Control review of the work completed. The review will be performed by a professional engineer independent of the design team. The review will consider constructability issues as well as identification of missing pay items, quantities of work, and special provisions required. The design team will also perform a "plan-in-hand" field check to confirm the existing conditions and design.

**F. Pre-Final Project Review Meeting with Village** – If necessary, a project review meeting will be held with the Village to address design issues and plan comments generated from the pre-final contract document review.

**G. Pre-Final Project Review Meeting with IDOT** If necessary, a project review meeting will be held with the Village and IDOT to address any design coordination issues and plan comments that may affect the Phase I study being led by the Village and being completed by Civiltech Engineering, Inc.

#### **4. Final (100%) Plans, Special Provisions and Estimates**

**A. Final Plans** - After completion of all agency reviews and resolution of any other agency or utility company concerns, the contract plans will be finalized. In order to assist the Resident Engineer (RE) we will furnish the Village, as part of our deliverables, detailed information including all design, quantity calculations, and microstation files in dgn format. We will also prepare a technical memorandum to the RE highlighting any key issues, commitments, or special

concerns that arose during the design stage of the project.

IDOT will be responsible for letting the project. Therefore, we will provide IDOT with final plans and bid documents to satisfy their letting schedule and guidelines, as well as the number of full and reduced size copies requested. We will also submit the contract plans to the various utility companies.

**B. Final Special Provisions** - All comments received pertaining to the pre-final special provisions and bid documents will be addressed and a disposition will be included in the final bid documents. The status and schedule of all utility relocations, as of the date of the final plans, will be included in the bid documents.

**C. Final Quantity Calculations** - The quantities will be updated based on changes made to the plans after the pre-final stage.

**D. Final Estimate of Cost and Construction Time** - The estimates will be updated based on the revised quantities. Cost breakdowns for different funding sources will be provided to the Village to assist in the completion of any joint agreements for construction.

**E. Final QA/QC Review** - Prior to the final submittal, a second QA/QC review of the plans and special provisions will be performed.

## **5. Project Administration, Coordination and Permits**

**A. Project Administration** - This item includes project setup, monthly invoicing, preparation of status reports, and internal project team coordination meetings.

**B. Project Submittals** - As noted above, we will make the necessary document submittals, and follow through with each agency in regards to their review comments or arrange a review meeting to discuss plan changes necessary to resolve conflicts if possible.

**C. Utility Company Coordination** - As noted above, we will analyze the project for potential impacts to existing utilities. We will provide the utility companies with a list of areas of potential conflict so that additional information, such as horizontal locates or depth borings can be obtained where necessary to further define the extent of conflicts. We will first attempt to address utility conflicts through design modifications while considering the impact those changes will have on the overall improvement. It is anticipated that utility relocation work will be necessary to construct the proposed roadway improvements.

Based on the amount and complexity of the required utility relocation, it may be necessary to have periodic coordination meetings with the utility companies. We have included hours to meet two times with the utility companies. In addition, we will review the permit submittals from the utility companies to ensure that all of the conflicts have been resolved and that the plans are compatible with the proposed construction.

Subsurface utility investigation (such as potholing existing facilities) is not included with this proposal. Civiltech will attempt to obtain horizontal and vertical location information for the underground utilities on the project directly from the utility companies. Four (4) oil pipelines exist on the east side of Illinois Route 83 and facilities such as these have strict cover

requirements that would need to be maintained in the final condition.

**E. Special Waste** - Preliminary Environmental Site Assessments were performed during the Phase I study by IDOT. Specifically, the findings section of the PESA indicates potential hazards were identified at twenty-three (23) properties along both sides of Illinois Route 83. Only eleven (11) properties along the east side that may directly affect the project. In addition, one (1) low risk hazard on Foster Avenue, which was not involved with regulated substances of significant quantity, was mentioned for awareness during the project but generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies

A PESA response will be submitted to IDOT detailing the anticipated excavation at each property. This submittal will initiate the Preliminary Site Investigation (PSI) which will be completed by IDOT.

**F. CCDD Testing** – Midland Standard Engineering and Testing will sample the soil probes they obtained during their geotechnical investigation. They will also complete the LPC-662 and LPC-663 forms for the project. A copy of their proposal is included. We have included manhours for coordination between Civiltech and Midland Standard Engineering and Testing.

**G. DuPage County Stormwater Permitting and Documentation** - This project will require a permit submittal to DuPage County in compliance with the Stormwater and Floodplain Ordinance. We will prepare and submit the permit application along with the required back-up documentation.

It is anticipated that wetland impacts will be unavoidable and that mitigation will be required through the purchase of wetland credits. As described earlier, the wetland portion of the permitting process will be performed by Stuedemann Environmental Consultants. A copy of their proposal is included.

**H. Illinois Department of Natural Resources Permit** - An IDNR permit submittal will be required for the floodplain for the unnamed creek. The IDNR then has the option to defer the floodway review to the County.

**I. United States Army Corps of Engineers** - This project will require a permit submittal to the USACE for the impacts to the Waters of the US. We have included manhours to coordinate with our wetland scientist in regard to the relevant information from the Wetland Report.

We envision a joint application with a complete set of Preliminary Engineering contract plans for staff review and permit. Our goal will be to secure permit for the project's overall floodplain and stormwater management, erosion control, wetland mitigation, and design.

**J. NPDES Permitting and Documentation** - The NPDES permit, along with a Stormwater Pollution Prevention Plan, will also be prepared for inclusion in the contract documents for final execution by the successful bidder. Separate permits will be required for each construction contract. All erosion control design will be in accordance with the latest IEPA, IDOT, and County requirements.

**K. Pre-Construction Meeting Attendance** - We will attend the pre-construction meeting at IDOT to answer any questions regarding the design and contract documents. We will also provide

responses to any questions from contractors during the construction process, if necessary.

### **III. FEE CALCULATION**

In order to calculate our “not-to-exceed” fee for our projects, we estimate the number of manhours to complete the items outlined in the Scope of Services section of this proposal. These hours are used in conjunction with hourly rates of the personnel completing the tasks and our IDOT approved multiplier based on CPFF Method 1 (BLR 05610) to include overhead and profit. All sub-consultant expenses and direct costs are billed at cost without markup. Please reference the separate Phase II engineering fee calculations included herewith for further details on the development of the following “not-to-exceed” fees for the Phase II Professional Engineering Services fees:

<b>Phase II Engineering (labor):</b>	<b>\$25,461</b>
<b>Phase II Engineering (overhead):</b>	<b>\$45,521</b>
<b><u>Phase II Engineering (direct costs):</u></b>	<b><u>\$55,713</u></b>
	<b>\$123,695</b>

Illinois Route 83 Bike Path  
Foster Avenue to Bryn Mawr Avenue

Village of Bensenville

COST ESTIMATE OF CONSULTANT SERVICES

	Personnel & Hours							Total Hours	% of Hours	Labor Cost
	Principal	Project Manager	Engineer IV	Engineer II	Senior Design Technician	Chief Structural Engineer	Structural Engineer IV			
	\$70.00	\$47.50	\$39.00	\$32.00	\$33.00	\$70.00	\$34.50			
<b>1 Data Collection and Early Coordination</b>										
	1	7	9	7	0	4	4	32	4.4%	\$1,115.50
<b>2 Preliminary (65%) Engineering</b>										
	1	9	26	34	34	13	37	154	21.3%	\$4,998.00
<b>3 Pre-Final (90%) Plans, Special Provisions and Estimates</b>										
	6	27	54	61	66	23	65	302	41.7%	\$10,181.00
<b>4 Final (100%) Plans, Special Provisions and Estimates</b>										
	5	12	14	17	14	4	8	74	10.2%	\$2,748.00
<b>5 Project Administration, Coordination and Permits</b>										
	5	42	54	45	16	0	0	162	22.4%	\$6,419.00
Total Cost										\$25,461.50
Multiplier*	2.67									\$67,982.21
Direct Costs and Sub Consultant Expense (See attached calculation)										\$55,713.00
<b>Total Engineering Cost:</b>								<b>724</b>	<b>100.0%</b>	<b>\$123,695</b>

\*Multiplier  
1(Direct Labor)+OH + 0.145\*(1+OH)

Illinois Route 83 Bike Path  
Foster Avenue to Bryn Mawr Avenue

Village of Bensenville

WORKHOUR ESTIMATE

Task No.	Task	Personnel & Hours								Total Hours	% of Hours
		Principal	Project Manager	Engineer IV	Engineer II	Senior Design Technician	Chief Structural Engineer	Structural Engineer IV			
1	Data Collection and Early Coordination										
	A. Obtain and Review Record Data		1	1	1					3	9.4%
	B. Initial (Kick-Off) Meeting with the Village and IDOT	1	1	3						5	15.6%
	C. Preliminary Utility Company Coordination		1	1	2					4	12.5%
	D. Topographic Survey and Geotechnical Studies		1	1	1		1	1		5	15.6%
	E. Field Review of Survey		3	3	3		3	3		15	46.9%
	Sub-total Item 1	1	7	9	7	0	4	4		32	100.0%
2	Preliminary (65%) Engineering										
	A. Plan Base Sheet Preparation		2	4	6	10				22	14.3%
	B. Design Criteria & Preliminary Design Studies		2	6	10	6				24	15.6%
	C. Structural Studies						13	37		50	32.5%
	D. Drainage Design	1	3	10	12	12				38	24.7%
	E. Review and Confirm Project Right-of-Way Requirements		2	6	6	6				20	13.0%
	Sub-total Item 2	1	9	26	34	34	13	37		154	100.0%
3	Pre-Final (90%) Plans, Special Provisions and Estimates										
	A. Pre-Final Plans										
	Cover Sheet and Index of Sheets (1 sheet)			1	2					3	1.0%
	General Notes (2 sheets)			1	2					3	1.0%
	Summary of Quantities (1 sheet)			1	1	1				3	1.0%
	Typical Sections (1 sheet)			1	1	1				3	1.0%
	Path Plan and Profile (1"=20') (6 sheets)		3	6	6	12				27	8.9%
	Drainage Plan and Profile (1"=20') (6 sheets)		3	6	6	12				27	8.9%
	Culvert/Retaining Wall GP&E, Structural Details, and Railings (5 Sheets)						20	62		82	27.2%
	Cross Sections (1"=10'H: 1"=5'V) (10 sheets)		2	6	10	12				30	9.9%
	ADA/PROWAG Ramp and Driveway Construction Details (7 sheets)		3	8	12	12				35	11.6%
	Erosion Control and Landscaping (1"=20') (3 sheets)		3	3	6	9				21	7.0%
	Village and IDOT Construction Details (4 sheets)		1	2	2	1				6	2.0%
	B. Pre-Final Special Provisions	1	1	4	4		1	1		12	4.0%
	C. Pre-Final Quantity Calculations	1	3	8	8	6	1	1		28	9.3%
	D. Pre-Final Estimate of Cost and Construction Time		1	2	1		1	1		6	2.0%
	E. Pre-Final QA/QC Review	2	3							5	1.7%
	F. Pre-Final Project Review Meeting with Village	1	2	3						6	2.0%
	G. Pre-Final Project Review Meeting with IDOT (if necessary, for project coordination only)	1	2	2						5	1.7%
	Subtotal Item 3	6	27	54	61	66	23	65		302	100.0%
4	Final (100%) Plans, Special Provisions and Estimates										
	A. Final Plans	3	6	9	12	12	2	6		50	67.6%
	B. Final Special Provisions		2	2	2		1	1		8	10.8%
	C. Final Quantity Calculations	1	1	2	2	2	1	1		10	13.5%
	D. Final Estimate of Cost and Construction Time		1	1	1					3	4.1%
	E. Final QA/QC Review	1	2							3	4.1%
	Sub-total Item 4	5	12	14	17	14	4	8		74	100.0%
5	Project Administration, Coordination and Permits										
	A. Project Administration	1	14							15	9.3%
	B. Project Submittals	1	2	4	4	4				15	9.3%
	C. Utility Company Coordination		4	8	8					20	12.3%
	E. Special Waste		4	8						12	7.4%
	F. CCDD Testing		1							1	0.6%
	G. DuPage County Stormwater Permitting and Documentation	1	8	20	24	8				61	37.7%
	H. Illinois Department of Natural Resources Permit		1	2	1					4	2.5%
	I. United States Army Corps of Engineers		4	8	8	4				24	14.8%
	J. NPDES Permitting and Documentation		2	4						6	3.7%
	K. Pre-Construction Meeting Attendance	2	2							4	2.5%
	Sub-total Item 5	5	42	54	45	16	0	0		162	100.0%
	Total Hours:	18	97	157	164	130	44	114		724	
	% of Hours:	2.5%	13.4%	21.7%	22.7%	18.0%	6.1%	15.7%		100.0%	

Illinois Route 83 Bike Path  
Foster Avenue to Bryn Mawr Avenue

Village of Bensenville

DIRECT COSTS AND SUBCONSULTANT SERVICES

<b>DIRECT COSTS</b>	
<b>ITEM 1 - Printing</b>	
<i><b>Pre-Final Plans</b></i>	
Village 1 set X 46 sheets/set X \$0.60/sheet (Full size)	\$27.60
Village 3 sets X 46 sheets/set X \$0.15/sheet (Half size)	\$20.70
Utility Co's 12 sets X 46 sheets/set X \$0.60/sheet (Full size)	\$331.20
<i><b>Pre-Final Specification Books</b></i>	
Village 3 books X \$25/book	\$75.00
IDOT 4 books X \$25/book	\$100.00
<i><b>Final Plans</b></i>	
Village 1 set X 46 sheets/set X \$0.60/sheet (Full size)	\$27.60
Village 3 sets X 46 sheets/set X \$0.15/sheet (Half size)	\$20.70
Utility Co's 12 sets X 46 sheets/set X \$0.60/sheet (Full size)	\$331.20
<i><b>Final Specification Books</b></i>	
Village 2 books X \$25/book	\$50.00
<b>Total Item 1</b>	<b>\$984.00</b>
<b>ITEM 2 - Shipping</b>	
10 overnight shipping items X \$15/each	
<b>Total Item 2</b>	<b>\$150.00</b>
<b>ITEM 3 - Vehicle Expense</b>	
Mileage	
<b>Total Item 3</b>	<b>\$150.00</b>
<b>ITEM 4 - Plat of Highways (Compass Surveying)</b>	
Land Surveying Services (See attached Proposal)	
<b>Total Item 4</b>	<b>\$7,100.00</b>
<b>ITEM 5 - Appraisals/Review Appraisals (Civiltech - D. White, T. Engineering - K. Tadrowski)</b>	
Appraisals - 4 Parcels @ \$2,500/parcel	\$10,000.00
Review Appraisals - 4 Parcels @ \$800/parcel	\$3,200.00
<b>Total Item 5</b>	<b>\$13,200.00</b>
<b>ITEM 6 - Negotiations (Santacruz Associates)</b>	
Negotiations - 4 Parcels (See attached Proposal)	
<b>Total Item 6</b>	<b>\$14,700.00</b>
<b>ITEM 7 - Special Waste and CCDD Testing (Midland Standard Engineering and Testing)</b>	
Environmental Science Services (See attached Proposal)	
<b>Total Item 7</b>	<b>\$2,260.00</b>
<b>ITEM 8 -Wetlands (Stuedemann Environmental Consultants)</b>	
Wetland Sciences (See attached Proposal)	
<b>Total Item 8</b>	<b>\$6,375.00</b>
<b>ITEM 9 - IDNR and DuPage County Stormwater Permitting and Documentation</b>	
Permitting Fees - application/ floodplain/ wetlands/buffer	
<b>Total Item 9</b>	<b>\$4,600.00</b>
<b>ITEM 10 - Geotechnical Studies (Midland Standard Engineering and Testing)</b>	
Soils Investigation (See attached Proposal)	
<b>Total Item 10</b>	<b>\$6,194.00</b>
<b>Total Direct Costs:</b>	<b>\$55,713.00</b>

## **ATTACHMENT B**

### **Subconsultant Qualifications**





February 2, 2018

Via e-mail: [KKalitowski@civiltechinc.com](mailto:KKalitowski@civiltechinc.com)

Ms. Kristin Kalitowski  
CIVILTECH ENGINEERING, INC.  
Two Pierce Place, Suite 1400  
Itasca, IL 60143

RE: Proposal for Plat of Highways  
Illinois Route 83 Bike Path – Foster Avenue to Bryn Mawr Avenue – Bensenville, Illinois  
Compass Proposal Number: 18-077

Parcels to be included:

5 parcels shown on engineering plans

PIN Number: 03-11-100-025

PIN Number: 03-11-100-007

PIN Number: 03-11-104-014

PIN Number: 03-11-104-015

PIN Number: 03-11-104-016

Dear Kristin:

Thank you for the opportunity to provide this proposal. For a fee of \$6,000.00, Compass Surveying Ltd will prepare a Plat of Highways for the property referenced. This fee will include the following:

- Field reconnaissance and survey work to locate existing monumentation.
- Analysis and boundary calculations.
- Preparation of the Plat of Highways in accordance with IDOT requirements.
- Preparation of legal description for dedicated areas and easements as required.
- Monumentation of areas as required.

Option – Ordering Title

Compass Surveying Ltd will contract with Wheatland Title Company to obtain a title commitment.

**Budget \$450.00 per parcel x 5 Parcels = \$2,250.00**

At this time, we can provide preliminary review copies within approximately 3-4 weeks of authorization to proceed, weather permitting. Please note that all copies, all delivery charges, and research documents are reimbursable to the project. Also, additional work generated from client(s), attorney(s) or governmental comments will be charged at regular hourly rates. Survey fees are payable within 30 days, subject to a service charge of 1-1/2% per month on unpaid balances.

To indicate your authorization of this proposal, please sign the acceptance block below and return, via email [admin@clsurveying.com](mailto:admin@clsurveying.com) or via fax, to 630-820-7030. This proposal is valid for 45 days.

Yours truly,



Scott C. Krebs, PLS  
Vice President

SCK/mdr  
Attachment(s)

<input type="checkbox"/> Plat of Highways	<input type="checkbox"/> Title commitment
Accepted By:	_____
Date:	_____
Invoice To:	_____



**2018**  
**BILLING RATES**

<u>Description</u>	<u>Hourly Rate</u>
Principal (Deposition / Expert Testimony)	\$250.00
Principal	\$150.00
Professional Land Surveyor (Deposition / Expert Testimony)	\$200.00
Professional Land Surveyor	\$125.00
Senior Project Manager	\$120.00
Project Manager	\$100.00
1 Person Survey Crew* (Includes Robotic Total Station or GPS receivers)	\$130.00
Overtime includes Monday – Friday after 8 hours & Saturdays	\$165.00
2 Person Survey Crew* (Includes Robotic Total Station or GPS receivers)	\$186.00
Overtime includes Monday – Friday after 8 hours & Saturdays	\$195.00
3D Scanning* (Includes Scanner, operator, vehicle, all equipment and insurance):	
	Half Day (4 hours) \$1,250.00
	Full Day (8 hours) \$2,000.00
Note: Hourly rate for scanning beyond 4 or 8 hours	\$250.00
Visualization Modeling	\$120.00
CAD Technician	\$100.00
Secretarial Services (typing of legal descriptions, reports, benchmark lists)	\$ 65.00
Reimbursable Expenses:	
Overnight Delivery (Local)	\$20.00/Package
Overnight Delivery (National)	Varies by location
Black/White copies 11"x17"	\$3.50/sheet
Black/White copies 24"x36"	\$4.00/sheet

**\*Charged Portal – To – Portal**

**FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE**

MEASURING THE WORLD AROUND SINCE 1983

**COMPASS SURVEYING LTD**  
**GENERAL CONDITIONS (Rev. 05/31/17)**

Item 1. Client Responsibilities. Client shall, so as not to delay the services of Compass Surveying Ltd. (CS) (1) designate in writing a person to act as Client's representative who shall have complete authority to transmit instructions and receive information with respect to CS's services; (2) provide all criteria and full information as to Client's requirements for the project; (3) place at CS's disposal all available information pertinent to the project including title and/or background information, CS will not be required to perform an independent search for easements, encumbrances, title evidence and/or ownership data, as CS will rely upon the materials and representations that Client supplies to CS; and (4) give prompt written notice to CS whenever Client observes or otherwise becomes aware of any development that affects the scope of timing of or affects CS's services, or any defect or nonconformance in the work of any contractor. CS shall be entitled to rely upon the information and instructions provided by Client and Client's representative. Unless specifically provided otherwise in the scope of services, Client shall give CS authorization to proceed for each phase of services and for each Additional Service prior to CS commencing work. Authorization shall be provided in writing.

The Client will provide access to the work site. In the event the work site is not owned by the Client, Client represents to CS that all necessary permissions for CS to enter the site and conduct the work have been obtained. While CS shall exercise reasonable care to minimize damage to the property, the Client understands that some damage may occur during the normal course of the work, that CS has not included in its fee the cost of restoration of damage, and that the Client will pay for such restoration costs.

Item 2. Scope of Work. CS shall perform services in accordance with an "Agreement" made with the "Client". The Agreement consists of CS's proposal, Standard Fee Schedule, and these General Conditions. The "Client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, Client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the Client. The acceptance of CS's proposal signifies the acceptance of the terms of this Agreement. The fees for services rendered will be billed in accordance with the accompanying Standard Fee Schedule. Unit rates for services not covered in the fee schedule or elsewhere in the Agreement can be provided. The standard prices proposed for the work are predicated upon the Client's acceptance of the conditions and allocations of risks and obligations described in the Agreement. The Client shall impart the terms of this Agreement to any third party to whom the Client releases any part of CS's work. CS shall have no obligations to any party other than those expressed in this Agreement.

Item 3. Modifications. This Agreement and all its attachments represent the entire understanding between the parties, and neither the Client nor CS may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or Agreements, and any provisions expressed or implied in requests for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral. If specific periods of time for rendering services set forth in the scope of services are exceeded through no fault of CS, or if Client has requested significant modifications, altered project scheduling or creates changes in the general scope, extent or character of the project, or is not able to provide all necessary title and related documents at commencement, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The scope of services may be revised or modified for any reason upon Agreement of Client and CS. In each case, the scope of services will be modified in a manner mutually acceptable to Client and CS, and the fee schedule will be equitably adjusted to accommodate the changes. Any change to the scope of services or the fee schedule will be documented in writing.

Item 4. Standard of Care. CS will perform the services under this Agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended.

Item 5. Confidentiality. CS shall hold confidential the business and technical information obtained or generated in performance of services under this Agreement and identified in writing by the Client as "confidential". CS shall not disclose such "confidential" information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of CS against claims or liabilities arising from performance of its services.

Item 6. Termination of Contract. Client may terminate this Agreement with seven days' prior notice to Surveyor for convenience or cause. CS may terminate this Agreement for cause with seven days' prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CS has been paid in full all amounts due for services, expenses and other related charges.

Item 7. Utilities. In the performance of its work, CS will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the Client. The Client agrees to hold CS harmless and indemnify CS from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by CS for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to CS or otherwise disclosed by the Client or utility locator service.

Item 8. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client, or other involved or contacted parties, to advise CS of any known or suspected undocumented fills hazardous materials, by-products, or constituents, and any known environmental, hydrologic, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by CS employees or subcontractors or which in any other way may be pertinent to CS's proposed services.

Item 9. Insurance and Indemnity. CS represents that it maintains general liability and property damage coverage considered adequate and comparable with coverage maintained by other similar firms, and that CS's employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the Client upon request. CS agrees to indemnify the Client from and save Client harmless against any loss, damage, or liability stemming from acts of negligence by CS.

Item 10. Ownership and Copyright. All calculations, computations, work points, field control, files and notes are and shall remain the copyrighted property of CS. All documents prepared or furnished by CS pursuant to this Agreement are instruments of CS's professional service, and CS shall retain an ownership and property interest therein, including all copyrights. CS grants Client a license to use instruments of CS's professional service for the purpose of selling, purchasing or identifying property or constructing the project. Reuse or modification of any such documents by Client, without CS's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CS harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

Item 11. Use of Electronic Media. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by CS. Files in electronic formats, or other types of information furnished by CS to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CS makes no representations as to long-term compatibility, usability, or document s resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CS at the beginning of this project.

Item 12. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. THE FEES QUOTED ARE BASED UPON AN EXPECTED TIMELY PAYMENT. Late payment charges of 1.5% per month will be added to delinquent charges. If Client objects to any invoice submitted by CS, Client shall notify CS in writing, within 15 business days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable to you. We reserve the right to stop work on the project if our invoices are overdue by more than thirty (30) days. We shall not be liable for damages arising out of any such stop of work, nor deemed to be in default of this Agreement as a result thereof. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection related costs that CS incurs, including attorney fees. Administration fees will be charged for modified invoicing formats or specific procedures required by Client in order to obtain payment. Client shall be further obligated to pay CS's cost of collection, including, but not limited to, court costs and attorney's fees, in the event of default in payment under this paragraph. This Agreement is entered into the Kane County, Illinois and the Laws of Illinois are to apply to the Agreement. If legal action is required by CS, to collect fees or expenses advanced or to resolve any dispute, then the parties agree that Kane County shall be the proper venue for that legal action. In the event of termination of services prior to completion, Client shall compensate CS for all services performed to and for such termination.

CS Initials: SCK

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

Client Initials: \_\_\_\_\_

# PROPOSAL FOR LAND ACQUISITION SERVICES

## **Village of Bensenville**

**Civiltech Engineering**



## **IL Route 83 Bike Path**

**Foster to Bryn Mawr**

**Santacruz Land  
Acquisitions** 

222 Northfield Road · Suite 201  
Northfield, IL 60093  
[www.santacruz-associates.com](http://www.santacruz-associates.com)

Contact:  
J. Steve Santacruz  
847-868-9620  
[jsteve@santacruz-associates.com](mailto:jsteve@santacruz-associates.com)



## EXECUTIVE SUMMARY

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Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives the Village of Bensenville, the Local Public Agency (“LPA”) the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in the acquisition of right of way:

- Deliver the right of way on-time to meet the letting
- Manage the acquisition risks, including the cost of condemnation litigation
- Compliance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), IDOT land acquisition policies and procedures and FWA policies.

### **CRITICAL ISSUE 1: DELIVER THE RIGHT-OF-WAY ON-TIME TO MEET LETTING**

Delivery of right of way on-time keeps the project on its letting schedule. We understand that nothing is more important to LPA. We also know that keeping the land acquisition on-time and within budget is a measurement of success for LPA. When a project does not meet its letting schedule, we know it can impact the budget for LPA, causing scheduling conflicts with potential contractors and also affect other economic factors which govern the delivery of the overall roadway improvement program for LPA.

**Santacruz Land Acquisitions is an industry leading right of way professional organization with years of experience working on land acquisition projects with the understanding of what needs to be done to complete an acquisition on time.**

Santacruz Land Acquisitions will work with the staff for LPA and/or Civiltech Engineering, Engineer for LPA, (“Consultant”) to develop a land acquisition plan for the construction of the IL Route 83 Bike Path from Foster to Bryn Mawr (the “Project”) to assure that the goals are met. With years of right of way acquisition work, we have a large database of real estate representatives for corporate acquisitions to cut down the time spent in the initial steps of locating the real estate representative for each property.

These efficiencies minimize our time with an acquisition and translate to your project staying on schedule.

## **CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS**

Equally important as the scheduled letting is the acquisition budget for the Project. Cost overruns can jeopardize a project from moving forward. Because real estate costs can represent a significant portion of the budget for a transportation project, we will suggest ways to minimize impacts and reduce costs in challenging acquisitions. We will also work with LPA to minimize the condemnation referrals that impact the budget for this Project. By the same token, we will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation.

Through experience, we know that a portion of the parcels will need to be acquired through condemnation. As such, your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for condemnation. We possess that knowledge and have experience providing “expert witness” testimony in these matters.

**Santacruz Land Acquisitions is made up skilled right of way professionals with a vast background in real estate and civil engineering with respect to transportation projects which gives us the ability to recognize issues and resolve them before they create delays.**

## **CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS**

All land acquisition services must be performed in accordance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act). Santacruz Land Acquisitions is familiar with IDOT’s land acquisition guidelines, policies and procedures.

### **WHY SANTACRUZ LAND ACQUISITIONS?**

As you review our proposal, you will see that Santacruz Land Acquisitions has the versatility, experience and qualifications to deliver the land acquisition needs for your project. What sets us apart is:

- Years of successful on-time delivery of right of way land acquisition services to various other agencies
- Diverse set of real estate acquisition disciplines including backgrounds in law and civil engineering
- Title review experience, including familiarity with all types of recorded documents affecting real estate and knowledge on how to clear title
- Experience in reviewing plats and legal descriptions, as well as an ability to review and understand roadway construction plans
- Expertise with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), Illinois Eminent Domain Act (735 ILCS 30), IDOT Land Acquisition Guidelines.
- Familiarity with IDOT policies and procedures related to land acquisition and appraisals.

**We provide extensive experience complying with federal and state laws and maximizing the team’s knowledge of the land acquisition policies of IDOT.**

### **ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION**

Santacruz Land Acquisitions is a DBE with IDOT and an MBE with Cook County and the City of Chicago. Santacruz Land Acquisitions is also certified in the Business Enterprise Program with the State of Illinois Central Management Services.



## SUMMARY

**With a long history of successful delivery of a variety of right of way projects on-time, within budget and to our client's satisfaction, we look forward to the opportunity to assist LPA with its land acquisition needs**

## COMPENSATION

Santacruz Land Acquisitions shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **four (4)** projected parcels of right-of-way, is as follows:

**NEGOTIATIONS: \$11,200.00.**

As directed, Santacruz Land Acquisitions shall invoice LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. Santacruz Land

Acquisitions shall include **\$500.00** per parcel for these charges. Santacruz Land Acquisitions shall pay any such fees and charges in excess of the **\$500.00** per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Santacruz Land Acquisitions will attend and/or participate in up to **six (6)** hours of meetings and conference calls for consultations on the project. This will include, without limitation, kick-off meetings, planning discussions, project strategy development and review of parcels with acquisition challenges.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered a cost not to exceed of **\$14,700.00** as follows:

Land Acquisition Services	<b>\$11,200.00</b>
Consultation/Meeting Services	<b>\$1,500.00</b>
Direct Billable Expenses	<b>\$2,000.00</b>



## TECHNICAL APPROACH

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Santacruz Land Acquisitions shall perform all necessary services in the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed at the direction of LPA and Consultant in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) ("Eminent Domain Act") and the Illinois Code of Civil Procedure ("Code of Civil Procedure").

Santacruz Land Acquisitions will review the highway construction plans with LPA and/or the Consultant to understand the nature and purpose of the project.

Santacruz Land Acquisitions agrees to perform the services as set forth herein as well as furnish and deliver to LPA the final reports accompanied by all necessary documents needed for recordation and/or necessary for eminent domain proceedings. **The process described in this section has been the roadmap to many successful right of way projects for Santacruz Land Acquisitions helping us help you keep your projects on-time and within budget.**

### **LAND ACQUISITION CRITICAL PATH STEPS – "OUR ROAD MAP"**

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#### **Task 1: Notice to Proceed**

Our services start within one week (or sooner, if requested) of an authorization to proceed from LPA.

#### **Task 2: Kick-off Meeting**

As requested, Santacruz Land Acquisitions will meet with LPA and/or Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project.

### **Task 3: Delivery and Review of Project Information**

LPA or Consultant will provide Santacruz Land Acquisitions with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, LPA or Consultant will also provide a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.

### **Task 4: Negotiation and Acquisition**

All negotiations and acquisition services shall be provided by Santacruz Land Acquisitions after approval by LPA of the amount of just compensation to be offered to the property owner.

The Negotiator assigned by Santacruz Land Acquisitions will not have any authority to determine administrative settlements. The Negotiator will consult with LPA for approval of any counter offers and upon acceptance by LPA of any such counter offer, Santacruz Land Acquisitions will prepare the necessary documentation for administrative settlement.

Prior to the start of negotiations, the Negotiator will review the plats of highway and appraisals for each parcel before the start of negotiations with a property owner to understand the valuation and impact to the property. Santacruz Land Acquisitions will also inspect the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for LPA. Santacruz Land Acquisitions will direct any questions to LPA or Consultant resulting from its review of the plans, plats, appraisals and title commitments so that Santacruz Land Acquisitions is prepared for any issues raised by the property owner during negotiations.

Before contacting the owner of a parcel, Santacruz Land Acquisitions will prepare and send the introductory letter to the property owner on LPA's

letterhead. This letter will provide a general statement of the Project, identify the property and the legal property owner, and briefly state the right of requirements necessary from the parcel. This letter shall also contain contact information for Santacruz Land Acquisitions and a representative of LPA.

Santacruz Land Acquisitions will prepare an offer package for presentation to the owner at the first meeting. The offer package shall contain the Basis for Computing Total Approved Compensation and Offer to Purchase (in the format approved by IDOT), a copy of the plat of highway with the acquisition areas highlighted and a copy of the legal descriptions of the parcels to be acquired. If, after repeated efforts to contact the property owner to schedule a meeting to present the offer, Santacruz Land Acquisitions is unable to make contact with the property owner, or if the property owner is located out of town, or at the request of the property owner to have the offer package mailed, Santacruz Land Acquisitions will send the offer package by certified mail so that a receipt of delivery can be established.

Santacruz Land Acquisitions will personally contact the property owner a minimum of three times before making a determination that the acquisition of the parcel cannot be successfully negotiated. In most cases, Santacruz Land Acquisitions will exceed the minimum number of contacts in an attempt to make all reasonable efforts to reach a settlement before recommending that LPA commence condemnation proceedings. All contacts and efforts to make contact with the property owner shall be documented in the negotiator's report maintained by Santacruz Land Acquisitions for each parcel.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz Land Acquisitions will immediately notify LPA or Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA or Consultant, Santacruz Land Acquisitions will cease negotiations on certain

parcels until corrected information or further instruction is provided to Santacruz Land Acquisitions.

Upon successful negotiations with the property owner, Santacruz Land Acquisitions will prepare all necessary conveyance documents in the forms provided by and approved by IDOT in order to complete the acquisition and obtain title approval for the property. Santacruz Land Acquisitions will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by LPA.

In the event that Santacruz Land Acquisitions, after having made every reasonable effort to contact and negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, Santacruz Land Acquisitions shall prepare and submit to LPA a completed parcel file with its recommendation to acquire the parcel by means of condemnation. In addition, the file will include the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by LPA.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of LPA or its trial counsel, we shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

## **PERSONNEL**

The experience and talent of the right of way professionals that make up the team for Santacruz Land Acquisitions will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. J. Steve Santacruz brings over twenty years of right of way acquisition experience to lead this team as its project manager. He has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. Steve has a reputation in the right of community of being able to handle the most complex of land acquisition transactions.

The internal support team members for Santacruz Land Acquisitions include Robin Weber, a real estate paralegal with over twenty years of experience in closing residential and commercial real estate transactions, and Jonathan Abplanalp, a District 1 fee negotiator.

## **PRIOR EXPERIENCE**

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Santacruz Land Acquisitions was founded in 1992 as Santacruz Associates Ltd. and has grown to be one of the most dependable right of way negotiation firms in IDOT's District 1. Since it opened, Santacruz Land Acquisitions has been providing comprehensive right of way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies.

We bring an array of services and broad disciplines in real estate which give us a distinct advantage in handling even the most complex of your land acquisition projects.

**Santacruz Land Acquisitions has delivered real estate solutions for its public agencies balancing risk management and letting dates on some of the largest and most intricate projects in the State.**



## EXHIBITS

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- a. Pricing Schedule
- b. BEP Certification
- c. Resumes of Key Personnel

# Compensation for Services

## Negotiation Services

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$2,400.00
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## Consultation & Witness Services

Rate for each ½ day in pretrial conference or in court for Negotiator	\$1,000.00
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Hourly rate for consultation not otherwise specifically provided for herein	\$250.00
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## Title Services (if applicable)

Later date commitment – In addition to actual recording costs + Administrative fee	\$25.00
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Title insurance policies – In addition to actual recording costs + Administrative fee	\$25.00
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Recording of Documents – In addition to actual recording costs + Administrative fee	\$25.00
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Copies of recorded documents – In addition to actual copying costs & research fees + Administrative fee	\$25.00
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# **BEP CERTIFICATION**



ILLINOIS

Bruce Rauner, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

March 14, 2016

J Steve Santacruz  
Santacruz Associates Ltd  
2650 Valor Drive  
Glenview, IL 60026-8058

Certification Term Expires: March 14, 2017

Re: MBE Recognition Certification Approval  
(City of Chicago)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the City of Chicago's certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the City of Chicago.

At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program (BEP) in the specialty area(s) of:

#### SERVICES, REAL ESTATE

Please visit our website at [www.sell2.illinois.gov](http://www.sell2.illinois.gov) to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Business Enterprise Program (BEP). We welcome your participation and wish you continued success.

Sincerely,

  
Carlos Gutierrez  
Certification Manager  
Business Enterprise Program

(L57MBE)





# Illinois Department of Transportation

Office of Business & Workforce Diversity  
2300 South Dirksen Parkway / Springfield, Illinois 62764

August 25, 2011

## CERTIFIED-RETURN RECEIPT REQUESTED

J. Steve Santacruz  
Santacruz Associates, Ltd.  
2650 Valor Dr.  
Glenview, IL 60026

Dear J. Steve Santacruz:

The Illinois Department of Transportation (IDOT), your host agency, has reviewed your *Continued DBE Eligibility Affidavit (CEA)* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra, and Pace.

Your certification is approved for a five (5) year period, commencing on **July 26, 2011**. To remain certified with the IL UCP during the five-year period, you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affects your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

MISC: LAND ACQUISITION

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at [www.dot.il.gov/ucp/ucpdirectorybyname.pdf](http://www.dot.il.gov/ucp/ucpdirectorybyname.pdf).

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

**Please note:**

- This certification does not attest to your firm's abilities to perform in the approved work category(ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

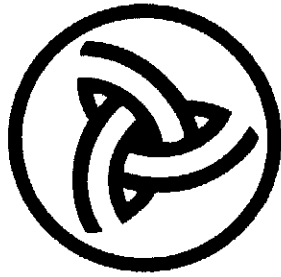
Please direct all inquiries and any questions to this agency at (217) 782-5490.

Sincerely,

A handwritten signature in black ink, appearing to read "Debra A. Clark". The signature is fluid and cursive, with the first name "Debra" and last name "Clark" clearly distinguishable.

Debra A. Clark, Manager  
Certification Section  
Bureau of Small Business Enterprises

Enclosure



# Illinois Department of Transportation

**Santacruz Associates, Ltd.**

is hereby certified as a

## **Disadvantaged Business Enterprise**

This certificate is valid under current firm ownership and operational control only and supercedes any authorization or listing previously issued.

Ann L. Schneider  
Acting Secretary

Illinois Department of Transportation

Carol Lyle  
Bureau Chief

Bureau of Small Business Enterprises

Effective the 26<sup>th</sup> day of July 2011



OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

118 N Clark Street • Chicago, Illinois 60602 • (312) 603-5502

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

RICHARD R. BOYKIN  
1st District

ROBERT STEELE  
2nd District

JERRY BUTLER  
3rd District

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DEBORAH SIMS  
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6th District

JESUS G. GARCIA  
7th District

LUIS ARROYO, JR.  
8th District

PETER N. SILVESTRI  
9th District

BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

JOHN A. FRITCHEY  
12th District

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13th District

GREGG GOSLIN  
14th District

TIMOTHY O. SCHNEIDER  
15th District

JEFFREY R. TOBOLSKI  
16th District

ELIZABETH ANN DOODY GORMAN  
17th District

December 5, 2014

Mr. J. Steve Santacruz, President  
**Santacruz Associates, Ltd.**  
2650 Valor Drive  
Glenview, IL 60026

Dear Mr. Santacruz,

Cook County Board President Toni Preckwinkle and City of Chicago Mayor Rahm Emanuel have launched a reciprocal Minority and Women Business Enterprise initiative. This initiative will allow your business to be certified by either the County or City, and have that certification apply to both agencies. This combined effort by the County and City will lessen the financial burden and streamline the certification process by providing a "one stop shop" for MBE/WBEs interested in participating in County and City procurement opportunities.

**Santacruz Associates, Ltd.** is currently certified by the City of Chicago as a **MBE**.

**This letter is to notify you that your designated Host Agency will be the City of Chicago and your M/WBE certification will be recognized for Cook County contracts, provided that your status with the City of Chicago's M/WBE Program remains in good standing.** As such, you will no longer be required to submit your annual No Change Affidavit to Cook County Government.

Please note that if you are currently certified with the City of Chicago in a *non-construction* area i.e., professional services or goods, the County Code requires that you do not exceed 1.) the S.B.A. Size Standards and, 2.) Personal Net Worth standards of approximately \$2MM. If you are a non-construction firm and wish to participate as an MBE/WBE in an upcoming County contract, you must submit an affidavit regarding your Size and Personal Net Worth at the time of the bid. You can download the affidavit from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance).

If you have further questions and/or comments, please contact Lisa Alexander at 312-603-5513.

Sincerely,

  
Lisa Alexander  
Deputy Director



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

SEP 18 2017

J. Steve Santacruz  
Santacruz Associates, Ltd.  
310 Happ Road Suite 206  
Northfield, IL 60093

Dear J. Steve Santacruz:

Revised

We are pleased to inform you that **Santacruz Associates, Ltd.** has been certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **09/15/18**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status.

Your firm's five year certification will expire on **09/15/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **07/15/2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

SEP 18 2017

Santacruz Associates, Ltd.

Page 2 of 2

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

**531390 – Consultants, Real Estate (except appraisers), Offices**

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority-Owned and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Rich Butler  
First Deputy Procurement Officer

RB/em



## **FIRM PERSONNEL**

## Javier Steve Santacruz

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### President / Right of Way Consultant

Mr. Santacruz has spent his career as a real estate professional working as a controller for VMS Realty Partners and general counsel of Continental Offices. He has extensive experience in lease negotiation, property management, debt restructuring, acquisitions/dispositions and the development of real estate investment vehicles.

For the past twenty years, Mr. Santacruz has been providing right-of-way services for a variety of governmental agencies. He has assisted on planning of right-of-way during plan development stages, as well as worked as a right-of-way agent in the acquisition and facilitation of right-of-way necessary for the completion of a project. He has extensive experience working with the Illinois Department of Transportation and the Illinois State Toll Highway Authority gaining a thorough understanding of the policies and procedures of those agencies in meeting their right-of-way requirements. Representative project experience includes:

- O'Hare Modernization Program, O'Hare Airport expansion for the City of Chicago – Right-of-Way Agent. Completed the acquisition or referral for condemnation of over 300 parcels in a seven month period. Coordinated the acquisition process with relocation agents assigned to provide relocation benefits to displaced property owners under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
- Washington Street in Lake County, Illinois, Lake County Division of Transportation – Right-of-way Agent. Engaged to provide negotiation/acquisition and appraisal services for 135 parcels over a 2.5 mile corridor. Project involved roadway widening and a grade separation of METRA rails from the roadway.
- Grand Avenue Grade Separation, Grand Avenue Railroad Relocation Authority, Franklin Park, Illinois – Right-of-way Agent. Provided negotiation services and facilitated acquisition of over eighty parcels of right-of-way necessary to complete a rail-road grade separation along Grand Avenue in Franklin Park involving the Soo Line Railroad, CP Rail Systems, Wisconsin Central and Indiana Harbor Belt Railroad.
- I57 and I294 Interchange, Illinois State Toll Highway Authority – Right-of-Way Agent. Engaged to provide a combination of negotiation/acquisition and appraisal services for over one hundred parcels for the construction of an interchange connecting two major interstates.

**Firm:**

*Santacruz Associates Ltd. d/b/a  
Santacruz Land Acquisitions*

**Role:**

*Right of Way Consultant*

**Years of Experience:** 25+

**Education:**

*Juris Doctorate  
DePaul University, 1990  
BS in Accounting  
DePaul University, 1983*

**Professional Credentials:**

*International Right of Way*





## Jonathan Abplanalp

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### Vice-President / Right of Way Consultant

Mr. Abplanalp is in his second year providing right-of-way services for a variety of governmental agencies. He has worked as a right-of-way agent in the acquisition and facilitation of right-of-way necessary for the completion of a project. Prior to becoming an IDOT-approved Fee Negotiator, Mr. Abplanalp worked for Santacruz Land Acquisitions as a Right of Way Administrative Assistant. Representative project experience includes:

- Weiland Road in Lake County, Illinois, Lake County Division of Transportation – Right-of-way Agent. Assisted in negotiation of 48 parcels over a two mile corridor. Project involved several relocations of residences.
- IL 31 in Carpentersville, Illinois, Village of Carpentersville – Right-of-way Agent. Assisted in negotiation of 40 parcels for major intersection reconfiguration. Project involved two relocations of businesses.
- Ohio Street at BNSF Railway Crossing in Aurora for City of Aurora – Right-of-Way Agent. Engaged to provide negotiation/acquisition services for 14 parcels. Project involved a grade separation of railroad from the roadway.
- Washington Street in Lake County, Illinois, Lake County Division of Transportation – Right-of-way Agent. Assisted in negotiation of 135 parcels over a 2.5 mile corridor. Project involved roadway widening and a grade separation of METRA rails from the roadway.
- IL 72 at Big Timber Road in Kane County for Illinois Department of Transportation – Right-of-way Agent. Provided negotiation services and facilitated acquisition of eight parcels of right-of-way necessary to reconstruction of intersection of IL 72 and Big Timber Road.

**Firm:**

*Santacruz Associates Ltd. d/b/a  
Santacruz Land Acquisitions*

**Role:**

*Right of Way Consultant*

**Years of Experience:** 5+

**Education:**

*B.S. – Architectural Studies  
University of Illinois, 2011*

**Professional Credentials:**

*International Right of Way  
Association*



# MIDLAND STANDARD ENGINEERING & TESTING, INC.

558 Plate Drive Unit 6 East Dundee, Illinois 60118  
(847) 844-1895 f (847) 844-3875

February 1, 2018

Kristin R. Kalitowski, P.E.  
**Civiltech Engineering, Inc.**  
Two Pierce Place, Suite 1400  
Itasca, Illinois 60143  
[xkalitowski@civiltechinc.com](mailto:xkalitowski@civiltechinc.com)

Re: Proposal for Geotechnical Exploration and Analysis  
**II Route 83 Bike Path - Foster to Bryn Mawr**  
Bensenville, Illinois

Dear Ms. Kalitowski:

We are pleased to submit this scope of work proposal for the performance of a geotechnical exploration and analysis at the above referenced project.

## Purpose

The purpose of this work would be to provide subgrade preparation recommendation for the planned bike path and support recommendations for the culvert extension on the east side of the road at Sta.217+00.

## Scope

The exploration, testing and analysis will include:

- Subgrade borings, spaced at 300 ft intervals along the alignment to determine subgrade soil conditions. Structure boring at the culvert extension and retaining wall.
- Determination of the engineering characteristics of the subsurface materials encountered and characterization of the groundwater conditions.
- Provide general recommendations regarding pavement designs and construction procedures.
- Sample and test subgrade soils encountered for chemical constituent testing and provide IEPA LPC 663 certification for disposal in a CCDD facility if indicated.

The scope of this program **does not** address any environmental issues at the site.

We propose to investigate the subsurface soil and ground water conditions on the site proposed for construction by drilling exploratory test holes. The proposed boring program consists of nine (9) profile borings extended to a depth of 5 feet and two (2) structure boring to a depth of 30 feet.

#### Method of Performance & Timing

After notice to proceed, a representative from Midland Standard Engineering & Testing, Inc. will layout the core locations and perform a utility clearance along the alignment. Mobilization of coring equipment and personnel will occur after utility clearance has been complete. We would expect preliminary verbal results after the site work is complete, and a final report would be completed shortly thereafter.

Our testing program will include laboratory tests to determine the classification, strength, water content, density, and other physical properties of the soils. The results of the field exploration and lab tests will be used in the engineering analysis and the formulation of our recommendations in conformance with the guidelines of an Illinois Department of Transportation Geotechnical Manual. The results of our work will be presented the report, prepared by a Registered Professional Engineer licensed in the state of Illinois.

#### Fee

It is proposed that our fee be determined on a unit rate basis in accordance with the items listed on the attachments and our Schedule of Fees and General Conditions. The total cost for the scope of work is estimated at:

Borings, Testing, Analysis and Recommendations for	
Construction:	\$6,194.00
CCDD Testing and Certification:	<u>\$2,260.00</u>
<b>Project Total:</b>	<b>\$8,454.00</b>

We will not exceed this amount without prior authorization.

#### Closure

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions concerning our proposed scope of work or fees, please contact us.

Respectfully Submitted,  
MIDLAND STANDARD ENGINEERING & TESTING, INC.

  
William D.. Prigge, P.E.  
Ptincipal

Attachment: Attachment 1.1-Schedule of Services & Fees  
Attachment 1.2-Engineering Services

**ATTACHMENT 1.1**  
**SCHEDULE OF SERVICES AND FEES**  
**IL Route 83 Bike Path - Foster to Bryn Mawr**  
**Bensenville, Illinois**

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Extension</u>
<u>Field Services</u>			
Mobilization of Coring Equipment, and Personnel, lump sum	1	\$400.00	\$400.00
Layout and Utility Clearance, per hour	4	\$95.00	\$380.00
Bike Path Subgrade Profile Borings, 5 ft, each	9	\$95.00	\$855.00
Structure Boring for Culvert Extension, per ft	60	\$19.00	\$1,140.00
<b>Field Services Total:</b>			<b>\$2,775.00</b>
<u>Laboratory Services</u>			
Moisture Content Determinations, ea	34	\$6.00	\$204.00
Unconfined Compressive Strength, each	15	\$10.00	\$150.00
Classification Testing, each	1	\$180.00	\$180.00
<b>Laboratory Services Total:</b>			<b>\$534.00</b>
<u>Engineering Services:</u>			
Chemical Constituent Testing	First Environmental		\$1,510.00
Analysis CCDD Certifucation, LPC 663			\$750.00
Report Preparation, Consultation			<u>\$2,885.00</u>
<b>Estimated Cost</b>			<b>\$5,145.00</b>
<b>TOTAL:</b>			<b>\$8,454.00</b>

**ATTACHMENT 1.2  
ENGINEERING SERVICES**

**IL Route 83 Bike Path - Foster to Bryn Mawr  
Bensenville, Illinois**

Our fees for Engineering Services will be based on the actual number of hours required to complete the work, and will be determined on a Unit Rate Basis at these rates for each classification of personnel:

	<u>Estimated Quantity</u>	<u>Rate/Hour</u>	<u>Extension</u>
Principal Engineer, per hr.	1	\$145.00	\$145.00
Project Engineer, per hr.	8	\$110.00	\$880.00
Field / Staff Engineer, per hr.	16	\$95.00	\$1,520.00
Draftsman/Word Processing, per hr.	4	\$85.00	\$340.00
			<hr/>
			<b>\$2,885.00</b>



February 5, 2018

Ms. Kristin R. Kalitowski, P.E.  
Engineer V  
Civiltech Engineering, Inc.  
Two Pierce Place, Suite 1400  
Itasca, IL 60143

**SUBJECT: Proposal to Provide Phase II Wetland Science Services  
IL Route 83 Bike Path, Foster Avenue to Bryn Mawr Avenue  
Bensenville, DuPage County, Illinois**

Dear Ms. Kalitowski:

Stuedemann Environmental Consulting, LLC (SEC) is pleased to present Civiltech Engineering, Inc. (Civiltech) with this proposal to provide wetland science services for the Village of Bensenville's (Bensenville) Phase II design of the IL Route 83 Bike Path, Foster Avenue to Bryn Mawr Avenue project (IL Route 83 Bike Path Phase II Project), located in Bensenville, DuPage County, Illinois. Services presented herein coincide with the IL Route 83 Bike Path engineering services provided by Civiltech to Bensenville and include wetland science related permitting services. SEC presents this proposal in the following sections: project understanding, scope of work, project team, project schedule, project costs, and proposal acceptance.

## **PROJECT UNDERSTANDING**

SEC understands that Civiltech has been solicited by Bensenville to submit a proposal for Phase II engineering services for the design of a bike path on the east side of IL Route 83 between Foster Avenue and Bryn Mawr Road. Civiltech has solicited SEC to perform wetland science services for the IL Route 83 Bike Path Phase II Project, necessary for: compliance with biological and wetland clearances from the Illinois Department of Transportation (IDOT); regulatory permitting with DuPage County Stormwater Management, Department of Economic Development, Division of Environmental Concerns (DEC); and regulatory permitting with the U.S. Army Corps of Engineers (USACE) Chicago District. To comply with and obtain permits, SEC's proposed scope of work is to coordinate and prepare the applicable wetland related documentation for permit submittals to DEC, IDOT, and the USACE.

On January 17, 2017, Civiltech provided SEC with the following IL Route 83 Bike Path project documents for the Phase I portion of the project: Exhibit A-4 Flood Insurance Rate Map; and Exhibits B-1, B-2, and B-3 Concept Plan and Profile Sheets. The Project Corridor consists of the limits presented on these exhibits, plus an additional 100 feet beyond these limits per requirements of the April 23, 2013, edition of the DuPage County Countywide Stormwater and Flood Plain Ordinance (Ordinance). SEC understands that this Project Corridor consists of residential, commercial, industrial, and floodplain areas. On August 25, 2017, SEC completed the Wetland Delineation Report for the IL Route 83 Bike Path Phase II Project.

In preparing this proposal, SEC has made the following assumptions:

1. All coordination, documents, and correspondence from the IL Route 83 Bike Path Phase I Study will be available and valid for use by SEC in the IL Route 83 Bike Path Phase II Project wetland submittals;
2. Bensenville is a Partial Waiver Community and all wetland related permitting coordination will occur directly with DEC and the USACE;
3. Permit submittals are not included in this scope of work and will be conducted by Civiltech;
4. DuPage County Critical Wetlands, high-quality aquatic resources (HQAR), and federal or state listed endangered and threatened species habitats, are not located within, adjoining, or adjacent to the Project Corridor;
5. Fees associated with wetland permitting, wetland mitigation banking, or fee-in-lieu are not included in this proposal and are the responsibility of Bensenville and Civiltech;
6. Wetland mitigation design is not included in this proposal; and
7. There are no additional environmental concerns within the Project Corridor that are not referenced in this proposal that would impede the DEC, IDOT, and USACE coordination and permitting process, such as the presence of state and federal endangered and threatened species, protected historical and cultural sites, and environmental due diligence.

## **SCOPE OF WORK**

SEC proposes to complete the requested services in one task as follows:

### *Task 1: Phase II DEC and USACE Permit Coordination*

SEC proposes to prepare documents necessary to comply with the Wetland and Buffer Impact Submittal section of the Ordinance, the USACE Joint Application, and the USACE Chicago District Regional Permit Program (RPP). SEC proposes to utilize all coordination, documents, and correspondence from the IL Route Bike Path Phase I Study for the Bensenville, DEC, and USACE permit submittals. Documents necessary for the Phase II Wetland and Buffer Impact submittals include: a Wetland Buffer Memorandum; a Wildlife Habitat Assessment Memorandum; a wetland and buffer submittal narrative; and the wetland and buffer checklists and tabs. These documents will be prepared and presented to Civiltech for inclusion in their permit submittals to Bensenville and DEC. SEC will also utilize these documents to coordinate, prepare, and submit to Civiltech for inclusion in the Joint Application to the USACE.

SEC proposes to schedule and attend on-site pre-application meetings as needed with Bensenville, DuPage County, the USACE, and Civiltech, to review the Wetland Delineation Report and other associated documents prepared by SEC as necessary. All permit submittals will be prepared and submitted by SEC's Professional Wetland Scientist. SEC will assist Civiltech through the wetland provisions portions of the Bensenville, DEC, and USACE permit submittals until all wetland related permits are received.



## PROJECT TEAM

SEC proposes to manage this project out of our Geneva, Illinois office with a support network of scientists who have experience in conducting environmental science services in DuPage County. Mr. Barry Stuedemann, P.E., P.W.S. will serve as the Project Manager and Professional Wetland Scientist.

## PROJECT SCHEDULE

SEC will proceed with the scope of work presented in this proposal immediately upon authorization from Civiltech. Specific schedules are unknown at this time and will be coordinated with Civiltech throughout the duration of the IL Route 83 Bike Path Phase II Project. The schedule to complete each task is influenced by the responses, concerns, and requests of Civiltech and the pertaining agencies.

## PROJECT COSTS

SEC estimates the cost to complete tasks outlined in this proposal to be a maximum "not-to-exceed" fee of \$6,375. An itemization of these costs is presented in Table 1, Cost Estimate for Consulting Services. SEC will invoice Civiltech monthly for services rendered. Civiltech will submit SEC invoices to Bensenville within 30 days of receipt. Civiltech payments to SEC for these invoices are to be paid when paid. The following is a summary of the costs for services presented in this proposal.

The following is a summary of these costs:

SCOPE OF WORK		COSTS
Task 1:	Phase II DEC and USACE Permit Coordination	\$6,375
Total:		\$6,375

## PROPOSAL ACCEPTANCE

To indicate your acceptance of this proposal, please notify me by mail or e-mail. SEC will assume the mail or e-mail correspondence as your signature and date for our authorization to proceed with the task presented in this proposal.

SEC appreciates this opportunity to provide environmental science services to Civiltech. If you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,



Baron H. Stuedemann, P.E., P.W.S.  
Technical Director | Managing Member  
Stuedemann Environmental Consulting, LLC  
Mobile: 630-664-4550  
E-Mail: [bstuedemann@stuedenv.com](mailto:bstuedemann@stuedenv.com)



**TABLE 1**  
**Cost Estimate for Consulting Services**  
**PHASE II WETLAND SCIENCE SERVICES**  
**IL ROUTE 83 BIKE PATH, FOSTER AVENUE TO BRYN MAWR AVENUE**  
**BENSENVILLE, DUPAGE COUNTY, IL**

Prepared for Civiltech Engineering, Inc.  
Prepared by Stuedemann Environmental Consulting, LLC


February 5, 2018

IL ROUTE 83 BIKE PATH PHASE II PROJECT WETLAND SCIENCE SERVICES TASK DESCRIPTION	Project Manager  \$64.00	Project Coordinator  \$24.00	Total Hours	Direct Labor  (DL)	Overhead of 150%  OH(DL)	In-House Direct Costs (IHDC)	Fixed Fee  (FF)	Other Direct Costs	Not-to- Exceed Costs
Task 1: Phase II DEC and USACE Permit Coordination	32	0	32	\$2,048	\$3,072	\$448	\$807	\$0	\$6,375
<b>TOTAL:</b>	<b>32</b>	<b>0</b>	<b>32</b>	<b>\$2,048</b>	<b>\$3,072</b>	<b>\$448</b>	<b>\$807</b>	<b>\$0</b>	<b>\$6,375</b>

DL (Direct Labor) = Hours x Hourly Rate  
R (Complexity Factor) = 0  
OH (Overhead Rate) = 150%  
IHDC (In-House Direct Costs) = See Table Below for Itemization  
FF (Fixed Fee) = 14.5% [ DL + R(DL) + OH(DL) + IHDC ]  
Other Direct Costs = Testing, Drilling, and Hauling are not included in these costs.

IL ROUTE 83 BIKE PATH PHASE II PROJECT WETLAND SCIENCE SERVICES DIRECT COST TASK DESCRIPTION	Mileage (\$0.545/mile)		Delivery (\$25/package)		Copies (\$0.60/page)		In-House Direct Costs (IHDC)
	Miles	\$	Packages	\$	Pages	\$	
Task 1: Phase II DEC and USACE Permit Coordination	180	\$98	2	\$50	500	\$300	\$448
<b>TOTAL:</b>	<b>180</b>	<b>\$98</b>	<b>2</b>	<b>\$50</b>	<b>500</b>	<b>\$300</b>	<b>\$448</b>

Mileage (miles) = 90 miles Round Trip to/from Site  
Delivery (packages) = UPS, FedEx, or USPS  
Copies (pages) = Average Cost for Black and White, Color, 8" x 11.5", and 11" x 17"

Local Agency Village of Bensenville	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Engineering Services Agreement</b>	<b>C O N S U L T A N T</b>	Consultant Civiltech Engineering, Inc.
County DuPage				Address Two Pierce Place, Suite 1400
Section 16-00097-00-BT				City Itasca
Project No.				State IL
Job No.				Zip Code 60143
Contact Name/Phone/E-mail Address Joseph Caracci jcarraci@bensenville.il.us 630.350.3435				Contact Name/Phone/E-mail Address Kristin Kalitowski 630.735.3369 kkalitowski@civiltechinc.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

#### Project Description

Name	Illinois Route 83 Bike Path - Foster Avenue to Bryn Mawr Avenue	Route	1469	Length	0.49	Structure No.	N/A
Termini	Foster Avenue to Bryn Mawr Avenue						

Description Professional engineering services to design a 10ft shared-use path along the east side of Illinois Route 83 from Foster Avenue to Bryn Mawr Avenue

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- To complete the services herein described within 420 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
  - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- ☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - ☒ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - ☐ Design and/or approve cofferdams and superstructure shop drawings.
  - ☒ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - ☐ Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - ☒ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - ☒ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - ☐ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - ☒ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
  - ☒ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

## II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee      ☒ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
                                 ☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or  
                                 ☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:      DL = Direct Labor  
                 IHDC = In House Direct Costs  
                 OH = Consultant Firm's Actual Overhead Factor  
                 R = Complexity Factor

Specific Rate              ☐ (Pay per element)

Lump Sum                 ☐ \_\_\_\_\_

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

## III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

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

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

#### Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Civiltech Engineering		\$116,990.00
Sub-Consultants:	TIN Number	Agreement Amount
Compass Surveying		\$8,250.00
T Engineering		\$4,000.00
Santacruz Associates		\$18,000.00
Midland Standard Engineering and Testing		\$8,454.00
Stuedemann Environmental Consultants		\$7,383.00
	Sub-Consultant Total:	\$46,087.00
	Prime Consultant Total:	\$116,990.00
	Total for all Work:	\$163,077.00

Executed by the LA:

Village of Bensenville

(Municipality/Township/County)

ATTEST:

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

Village Clerk

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

Title: Village Manager

(SEAL)

Executed by the ENGINEER:

ATTEST:

Civiltech Engineering, Inc.

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

Title: Vice President

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

Title: President

## **ATTACHMENT A**

**Scope of Services, Cost Estimate of Consultant Services,  
Work Hours & Direct Costs**

**PROFESSIONAL DESIGN ENGINEERING SERVICES PROPOSAL  
PHASE II ENGINEERING**

**Illinois Route 83 Bike Path  
Foster Avenue to Bryn Mawr Avenue**

**Village of Bensenville  
February 2, 2018**

**I. PROJECT UNDERSTANDING AND APPROACH**

All work will be performed in accordance with the applicable parts of the Village of Bensenville standards and guidelines, the Illinois Department of Transportation Bureau of Local Roads and Streets (BLRS) Manual, and any applicable portions of the Bureau of Design and Environment (BDE) Manual.

The Village received CMAQ and TCM funding to construct a 10-foot shared-use path along the east side of Illinois Route 83 from Foster Avenue to Bryn Mawr Avenue and along the south side of Foster Avenue from Illinois Route 83 to Marshall Road.

The Illinois Route 83 Bike Path Phase I study being led by the Village of Bensenville and completed by Civiltech Engineering, Inc. It is anticipated that a public hearing will be held in Early Summer 2018. Currently the project is included for construction in the DuPage Mayor's and Manager's Council program, with a June 2019 letting.

**II. SCOPE OF SERVICES PHASE II ENGINEERING**

**1. Data Collection and Early Coordination**

**A. Obtain and Review Record Data** - The Phase II Engineers will review in detail any design work completed as part of the Illinois Route 83 Bike Path Phase I engineering to ensure that the design of the proposed improvements are not in conflict. We will also review any commitments made as part of the Phase I work through their initial coordination efforts with IDOT to ensure that they are followed through during our Phase II design engineering. We will obtain and review available Village data including, but not limited to, traffic data, subdivision plans and plats, existing/proposed record drawings, drainage permits and reports, geotechnical reports, right-of-way data, aerial photography and contour mapping, or other existing studies, plans, and utility atlases.

**B. Initial (Kick-Off) Meeting with the Village and IDOT** - We will hold a joint meeting with Village and IDOT to discuss the proposed improvements and any anticipated issues associated with the project and our design approach.

**C. Preliminary Utility Company Coordination** - We will send letters to the utility companies within the project limits requesting copies of their utility atlases. The information collected will be incorporated into the project base drawing, and used for further coordination as outlined at the pre-final P, S & E stage.

**D. Topographic Survey and Geotechnical Studies** – Obtaining a full design topographic survey along the proposed Illinois Route 83 Bike Path corridor was completed by Compass as part of



the Phase I engineering. However, a geotechnical investigation to include topsoil thicknesses and structural borings at the culvert extension were not completed through Phase I. This geotechnical work is to be completed by Midland Standard Engineering and Testing, we have included manhours for coordination between Civiltech and Midland Standard Engineering and Testing, and a copy of their proposal is included.

**E. Field Review of Survey** – This item includes a review of the topographic survey and performing a “plan-in-hand” field check of the project site to verify the completeness and accuracy of the survey. We will also photo document the site and prepare a detailed inventory of existing signage and any other topographic features which may impact or be impacted by the proposed design. At this time we will also establish as accurately as possible, the locations of existing private utilities in the field using a combination of the atlases obtained during our Preliminary Utility Company Coordination and visual observation in the field. The existing culvert will also be inspected.

## **2. Preliminary Engineering**

**A. Plan Base Sheet Preparation-** We will plot existing topographic aerial/survey information and develop plan base sheets at a scale of 1" = 20' for use in the development of contract plans. Any updated existing utility information that has been obtained during the data collection phase and survey phase will also be plotted on the base sheets.

**B. Design Criteria & Preliminary Design Studies** - We will review the proposed bike path alignment and horizontal and vertical geometrics with respect to the existing right-of-way. Additionally, preliminary cross sections and drainage requirements will be analyzed in detail by the Phase II design team.

Based on information obtained under items one through two above, we will develop relevant design criteria and standards for use in proceeding with the preliminary engineering stage of the Project. The Preliminary Engineering work will address the following:

Documentation of Existing Conditions  
Preliminary Project Cost Estimate  
Preliminary Estimate of Construction Time  
Update Project Program Information (PPI) Form

**C. Structural Studies** - The existing 7'x6' culvert under IL 83 will be extended to the east in order to accommodate the proposed bike path. End Section is anticipated to be retaining walls in order to minimize impacts to the floodplain. The proposed structure will be designed for HS-20 design loading. It is anticipated that the walls will retain in excess of 10-ft and therefore a Bridge Condition Report (BCR) and Type Size & Location Plan (TSL) will be required. The brief BCR prepared will be a memo with photos. A cost estimate and BLR 10210 will also be prepared.

**D. Drainage Design** – The Phase I study included the preparation of Existing and Proposed Drainage Plans. The Proposed Drainage Plan will be used as the starting point for the completion of the detailed drainage design.

Illinois Route 83 crosses an unnamed creek 500' south of Bryn Mawr Avenue. A 7-foot x 6-foot concrete box culvert conveys flow beneath the roadway. This waterway is identified as Waters

of the U.S. (WOUS) and will require coordination with the U.S. Army Corp of Engineers. The existing culvert headwall will be removed and replaced by a perpendicular retaining wall with a mounted protective railing (minimum 42" total height). A hydraulic study was completed during Phase I to determine the impacts of these proposed improvements.

Floodplain is present at the unnamed creek within the project limits. There are no practical alternatives to construction in the floodplain. A shallow footing cast-in-place retaining wall will likely be needed to reduce the amount of fill in the floodplain and potentially provide compensatory storage area. This type of wall should be able to clear the oil pipelines along the east side of Illinois Route 83. We will determine the volume of fill and design the proposed grading to compensate for this filling as well as determine the type of wall that would be appropriate to construct over the oil pipelines.

The Village of Bensenville is a partial waiver community therefore any Special Management Areas (wetlands and floodplains) impacted by the proposed improvement will be reviewed by DuPage County. An IDNR permit submittal will be required for the fill in the floodplain at the unnamed creek. The IDNR then has the option to defer the floodway review to the County. A USACE permit will be required and submittals should be made to the County and the USACE concurrently. A full Joint Application to the USACE is necessary and the USACE may defer the review to DuPage County, however the USACE will still issue the permit. These improvements will also require a full-tabbed (flow chart) permit submittal through DuPage County.

Our plan is to develop preliminary engineering plans for a pre-application meeting with the DuPage County to get their guidance on floodplain management, erosion control, wetland impacts, stormwater management and design. We'll need to meet with DuPage County on-site to review the wetland delineation and get concurrence with the limits of the wetland, that the wetland is a regulatory wetlands, and that there are no other critical wetlands along the corridor. During the Phase I process, USACE issued a Jurisdictional Determination confirming wetland Site 6 as jurisdictional "waters of the United States".

When ready to submit the permit an intake meeting should be scheduled at the County. The intake meeting will not provide technical review but will make certain that the application is complete. Four copies of the permit application are required for submittal and the permit fee is generally required at the intake meeting. It is also anticipated that wetland impacts will be mitigated.

**E. Review and Confirm Project Right-of-Way Requirements** - We will review the proposed path alignment and horizontal and vertical geometrics with respect to the existing right-of-way. Additionally, the preliminary cross sections will be analyzed in detail by the Phase II design team in order to confirm the proposed right-of-way required. This work will be performed early in the design phase so that the right-of-way acquisition process can begin as soon as possible to ensure that the project remains on schedule.

There are up to five (5) parcels with potential right-of-way takes, permanent easements, and temporary easements within the project limits. We anticipate plats, appraisals, review appraisals, and negotiations to be necessary through the valuation and land acquisition process. All such services shall be performed in accordance with the policies of the Village, and where applicable, the Illinois Department of Transportation Land Acquisition Policies and Procedures Manual and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies

Act.

The preparation of the Plat of Highways and Legal Descriptions will be performed by Compass in accordance with the IDOT Plats of Highway Checklist (a copy of their proposal is included in Attachment B). We will provide Compass electronic copies of the proposed alignment and right-of-way for use in preparing the Plat of Highways and tying down the path centerline alignment.

Civiltech will provide the necessary valuation services. The fees included in the Direct Costs reflect that there will be parcels with differing levels of work required. We propose to use T Engineering Services Ltd. for our review appraisals, and to use Santacruz Associates Ltd. as the negotiator for the land acquisitions, a copy of their proposals are included.

This item also includes work involved with coordination between the Phase II design team and the appraisers and negotiators. This work typically includes providing the appraisers and negotiators with exhibits for use during meetings with the property owner, and providing information regarding the design and potential modifications to the same. However, the design for the relocation of any private property items is NOT included within the scope of this agreement. We will work with the appraisers and negotiators to ensure that all items within the takes or easements that need to be relocated by the property owner are accounted for in the compensation offered to them.

### **3. Pre-Final (90%) Plans, Special Provisions and Estimates**

**A. Pre-Final Plans** - The development of Pre-Final Contract Plans and documents will proceed throughout the Village's review of the Preliminary Plan Submittal. We will prepare pre-final contract plans based on comments received on the preliminary plans and in accordance with the applicable sections of the BLRS manual, any applicable sections of the BDE manual, and applicable IDOT Standards and in accordance with current Village standards and practices. We anticipate that the contract plans will contain the following drawings:

- Cover Sheet and Index of Sheets (1 sheet)
- General Notes (2 sheets)
- Summary of Quantities (1 sheet)
- Typical Sections (1 sheet)
- Path Plan and Profile (1"=20') (6 sheets)
- Drainage Plan and Profile (1"=20') (6 sheets)
- End Section/Retaining Wall General Plan and Elevation, Structural Details, and Railings, Soil Boring logs (5 Sheets)
- Cross Sections (1"=10'H: 1"=5'V) (10 sheets)
- ADA/PROWAG Ramp and Driveway Construction Details (7 sheets)
- Erosion Control and Landscaping (1"=20") (3 sheets)
- Village and IDOT Construction Details (4 sheets)

We estimate that the contract plans will contain a total of 46 sheets.

The cross sections will be prepared at 50-foot intervals from the beginning of project to the end of project limits. Half width cross sections will be prepared and will be in accordance with plan preparation guidelines.

The pre-final contract documents will be submitted to the Village and IDOT. We will also submit the contract plans to the various utility companies. This submittal will sufficiently define the conflicts so that the utility companies can, at a minimum, perform the necessary engineering for any required utility relocations. This allows relocations to be performed in advance of the actual construction. Civiltech will perform the necessary coordination with the utility companies and follow up as needed on each of our submittals. This will attempt to ensure that no utility company is ignoring the project. Depending on the complexity of the utility involvement it may be necessary to conduct periodic coordination meetings.

**B. Pre-Final Special Provisions** - We will prepare special provisions that supplement or amend the special provisions contained in the latest edition of the Standard Specifications for Road and Bridge Construction adopted by the Illinois Department of Transportation and the latest edition of the Standard Specifications for Sewer and Watermain Construction in Illinois. Applicable Village special provisions will be utilized to supplement the Standard Specifications. In addition, we will include the latest IDOT Recurring Special Provisions Check Sheet. The most recent set of IDOT's Bureau of Design and Environment Special Provisions and District 1 Special Provisions will be reviewed and included in the special provisions where applicable.

**C. Pre-Final Quantity Calculations** - We will perform detailed quantity calculations at the pre-final stage of the plan development. Two sets of calculations will be performed by separate engineers in order to ensure the accuracy of the calculations.

**D. Pre-Final Estimate of Cost and Construction Time** - We will use the quantities of work in order to calculate an Engineer's Estimate of Cost and Time. Estimates will be based on recent bid tab information for projects of similar scope and magnitude.

**E. Pre-Final QA/QC Review** - Prior to submission of the pre-final plans for review, we will perform an internal Quality Assurance / Quality Control review of the work completed. The review will be performed by a professional engineer independent of the design team. The review will consider constructability issues as well as identification of missing pay items, quantities of work, and special provisions required. The design team will also perform a "plan-in-hand" field check to confirm the existing conditions and design.

**F. Pre-Final Project Review Meeting with Village** – If necessary, a project review meeting will be held with the Village to address design issues and plan comments generated from the pre-final contract document review.

**G. Pre-Final Project Review Meeting with IDOT** If necessary, a project review meeting will be held with the Village and IDOT to address any design coordination issues and plan comments that may affect the Phase I study being led by the Village and being completed by Civiltech Engineering, Inc.

#### **4. Final (100%) Plans, Special Provisions and Estimates**

**A. Final Plans** - After completion of all agency reviews and resolution of any other agency or utility company concerns, the contract plans will be finalized. In order to assist the Resident Engineer (RE) we will furnish the Village, as part of our deliverables, detailed information including all design, quantity calculations, and microstation files in dgn format. We will also prepare a technical memorandum to the RE highlighting any key issues, commitments, or special

concerns that arose during the design stage of the project.

IDOT will be responsible for letting the project. Therefore, we will provide IDOT with final plans and bid documents to satisfy their letting schedule and guidelines, as well as the number of full and reduced size copies requested. We will also submit the contract plans to the various utility companies.

**B. Final Special Provisions** - All comments received pertaining to the pre-final special provisions and bid documents will be addressed and a disposition will be included in the final bid documents. The status and schedule of all utility relocations, as of the date of the final plans, will be included in the bid documents.

**C. Final Quantity Calculations** - The quantities will be updated based on changes made to the plans after the pre-final stage.

**D. Final Estimate of Cost and Construction Time** - The estimates will be updated based on the revised quantities. Cost breakdowns for different funding sources will be provided to the Village to assist in the completion of any joint agreements for construction.

**E. Final QA/QC Review** - Prior to the final submittal, a second QA/QC review of the plans and special provisions will be performed.

## **5. Project Administration, Coordination and Permits**

**A. Project Administration** - This item includes project setup, monthly invoicing, preparation of status reports, and internal project team coordination meetings.

**B. Project Submittals** - As noted above, we will make the necessary document submittals, and follow through with each agency in regards to their review comments or arrange a review meeting to discuss plan changes necessary to resolve conflicts if possible.

**C. Utility Company Coordination** - As noted above, we will analyze the project for potential impacts to existing utilities. We will provide the utility companies with a list of areas of potential conflict so that additional information, such as horizontal locates or depth borings can be obtained where necessary to further define the extent of conflicts. We will first attempt to address utility conflicts through design modifications while considering the impact those changes will have on the overall improvement. It is anticipated that utility relocation work will be necessary to construct the proposed roadway improvements.

Based on the amount and complexity of the required utility relocation, it may be necessary to have periodic coordination meetings with the utility companies. We have included hours to meet two times with the utility companies. In addition, we will review the permit submittals from the utility companies to ensure that all of the conflicts have been resolved and that the plans are compatible with the proposed construction.

Subsurface utility investigation (such as potholing existing facilities) is not included with this proposal. Civiltech will attempt to obtain horizontal and vertical location information for the underground utilities on the project directly from the utility companies. Four (4) oil pipelines exist on the east side of Illinois Route 83 and facilities such as these have strict cover

requirements that would need to be maintained in the final condition.

**E. Special Waste** - Preliminary Environmental Site Assessments were performed during the Phase I study by IDOT. Specifically, the findings section of the PESA indicates potential hazards were identified at twenty-three (23) properties along both sides of Illinois Route 83. Only eleven (11) properties along the east side that may directly affect the project. In addition, one (1) low risk hazard on Foster Avenue, which was not involved with regulated substances of significant quantity, was mentioned for awareness during the project but generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies

A PESA response will be submitted to IDOT detailing the anticipated excavation at each property. This submittal will initiate the Preliminary Site Investigation (PSI) which will be completed by IDOT.

**F. CCDD Testing** – Midland Standard Engineering and Testing will sample the soil probes they obtained during their geotechnical investigation. They will also complete the LPC-662 and LPC-663 forms for the project. A copy of their proposal is included. We have included manhours for coordination between Civiltech and Midland Standard Engineering and Testing.

**G. DuPage County Stormwater Permitting and Documentation** - This project will require a permit submittal to DuPage County in compliance with the Stormwater and Floodplain Ordinance. We will prepare and submit the permit application along with the required back-up documentation.

It is anticipated that wetland impacts will be unavoidable and that mitigation will be required through the purchase of wetland credits. As described earlier, the wetland portion of the permitting process will be performed by Stuedemann Environmental Consultants. A copy of their proposal is included.

**H. Illinois Department of Natural Resources Permit** - An IDNR permit submittal will be required for the floodplain for the unnamed creek. The IDNR then has the option to defer the floodway review to the County.

**I. United States Army Corps of Engineers** - This project will require a permit submittal to the USACE for the impacts to the Waters of the US. We have included manhours to coordinate with our wetland scientist in regard to the relevant information from the Wetland Report.

We envision a joint application with a complete set of Preliminary Engineering contract plans for staff review and permit. Our goal will be to secure permit for the project's overall floodplain and stormwater management, erosion control, wetland mitigation, and design.

**J. NPDES Permitting and Documentation** - The NPDES permit, along with a Stormwater Pollution Prevention Plan, will also be prepared for inclusion in the contract documents for final execution by the successful bidder. Separate permits will be required for each construction contract. All erosion control design will be in accordance with the latest IEPA, IDOT, and County requirements.

**K. Pre-Construction Meeting Attendance** - We will attend the pre-construction meeting at IDOT to answer any questions regarding the design and contract documents. We will also provide

responses to any questions from contractors during the construction process, if necessary.

### **III. FEE CALCULATION**

In order to calculate our “not-to-exceed” fee for our projects, we estimate the number of manhours to complete the items outlined in the Scope of Services section of this proposal. These hours are used in conjunction with hourly rates of the personnel completing the tasks and our IDOT approved multiplier based on CPFF Method 1 (BLR 05610) to include overhead and profit. All sub-consultant expenses and direct costs are billed at cost without markup. Please reference the separate Phase II engineering fee calculations included herewith for further details on the development of the following “not-to-exceed” fees for the Phase II Professional Engineering Services fees:

<b>Phase II Engineering (labor):</b>	<b>\$34,871</b>
<b>Phase II Engineering (overhead):</b>	<b>\$58,235</b>
<b><u>Phase II Engineering (direct costs):</u></b>	<b><u>\$69,971</u></b>
	<b>\$163,077</b>

Illinois Route 83 Bike Path  
Foster Avenue to Bryn Mawr Avenue

Village of Bensenville

COST ESTIMATE OF CONSULTANT SERVICES

	Personnel & Hours							Total Hours	% of Hours	Labor Cost
	Principal	Project Manager	Engineer IV	Engineer II	Senior Design Technician	Chief Structural Engineer	Structural Engineer IV			
	\$70.00	\$47.50	\$39.00	\$32.00	\$33.00	\$70.00	\$34.50			
<b>1 Data Collection and Early Coordination</b>										
	1	8	10	8	0	4	4	35	3.5%	\$1,234.00
<b>2 Preliminary (65%) Engineering</b>										
	1	11	30	60	44	15	39	200	20.0%	\$6,480.00
<b>3 Pre-Final (90%) Plans, Special Provisions and Estimates</b>										
	6	34	82	121	118	25	75	461	46.1%	\$15,586.50
<b>4 Final (100%) Plans, Special Provisions and Estimates</b>										
	5	12	14	23	20	6	9	89	8.9%	\$3,172.50
<b>5 Project Administration, Coordination and Permits</b>										
	9	56	62	55	24	6	4	216	21.6%	\$8,398.00
Total Cost										\$34,871.00
Multiplier*	2.67									\$93,105.57
Direct Costs and Sub Consultant Expense (See attached calculation)										\$69,971.00
<b>Total Engineering Cost:</b>								<b>1001</b>	<b>100.0%</b>	<b>\$163,077</b>

\*Multiplier  
1(Direct Labor)+OH + 0.145\*(1+OH)



Illinois Route 83 Bike Path  
Foster Avenue to Bryn Mawr Avenue

Village of Bensenville

WORKHOUR ESTIMATE

Task No.	Task	Personnel & Hours							Total Hours	% of Hours
		Principal	Project Manager	Engineer IV	Engineer II	Senior Design Technician	Chief Structural Engineer	Structural Engineer IV		
1	Data Collection and Early Coordination									
	A. Obtain and Review Record Data		2	2	2				6	17.1%
	B. Initial (Kick-Off) Meeting with the Village and IDOT	1	1	3					5	14.3%
	C. Preliminary Utility Company Coordination		1	1	2				4	11.4%
	D. Topographic Survey and Geotechnical Studies		1	1	1		1	1	5	14.3%
	E. Field Review of Survey		3	3	3		3	3	15	42.9%
	Sub-total Item 1	1	8	10	8	0	4	4	35	100.0%
2	Preliminary (65%) Engineering									
	A. Plan Base Sheet Preparation		4	4	6	10			24	12.0%
	B. Design Criteria & Preliminary Design Studies		2	8	12	8			30	15.0%
	C. Structural Studies					4	13	37	54	27.0%
	D. Drainage Design	1	3	12	32	16			64	32.0%
	E. Review and Confirm Project Right-of-Way Requirements		2	6	10	6	2	2	28	14.0%
	Sub-total Item 2	1	11	30	60	44	15	39	200	100.0%
3	Pre-Final (90%) Plans, Special Provisions and Estimates									
	A. Pre-Final Plans									
	Cover Sheet and Index of Sheets (1 sheet)			1	3				4	0.9%
	General Notes (2 sheets)			1	3				4	0.9%
	Summary of Quantities (1 sheet)			2	2	4			8	1.7%
	Typical Sections (1 sheet)			2	2	4			8	1.7%
	Path Plan and Profile (1"=20') (6 sheets)		4	8	8	16			36	7.8%
	Drainage Plan and Profile (1"=20') (6 sheets)		4	8	8	16			36	7.8%
	Culvert/Retaining Wall GP&E, Structural Details, and Railings (5 Sheets)		4	12	24	12	20	70	142	30.8%
	Cross Sections (1"=10'H: 1"=5'V) (10 sheets)		3	9	24	12			48	10.4%
	ADA/PROWAG Ramp and Driveway Construction Details (7 sheets)		3	9	24	36			72	15.6%
	Erosion Control and Landscaping (1"=20') (3 sheets)		3	6	6	9			24	5.2%
	Village and IDOT Construction Details (4 sheets)		1	2	2	1			6	1.3%
	B. Pre-Final Special Provisions	1	1	6	6		1	2	17	3.7%
	C. Pre-Final Quantity Calculations	1	3	8	8	8	2	2	32	6.9%
	D. Pre-Final Estimate of Cost and Construction Time		1	2	1		1	1	6	1.3%
	E. Pre-Final QA/QC Review	2	3				1		6	1.3%
	F. Pre-Final Project Review Meeting with Village	1	2	3					6	1.3%
	G. Pre-Final Project Review Meeting with IDOT ( if necessary, for project coordination only)	1	2	3					6	1.3%
	Subtotal Item 3	6	34	82	121	118	25	75	461	100.0%
4	Final (100%) Plans, Special Provisions and Estimates									
	A. Final Plans	3	6	9	18	18	2	6	62	69.7%
	B. Final Special Provisions		2	2	2		1	1	8	9.0%
	C. Final Quantity Calculations	1	1	2	2	2	1	1	10	11.2%
	D. Final Estimate of Cost and Construction Time		1	1	1		1	1	5	5.6%
	E. Final QA/QC Review	1	2				1		4	4.5%
	Sub-total Item 4	5	12	14	23	20	6	9	89	100.0%
5	Project Administration, Coordination and Permits									
	A. Project Administration	2	14				4		20	9.3%
	B. Project Submittals	2	4	4	4	6	2	4	26	12.0%
	C. Utility Company Coordination		4	10	10				24	11.1%
	E. Special Waste		4	8					12	5.6%
	F. CCDD Testing		2	2					4	1.9%
	G. DuPage County Stormwater Permitting and Documentation	2	16	24	32	14			88	40.7%
	H. Illinois Department of Natural Resources Permit		1	2	1				4	1.9%
	I. United States Army Corps of Engineers		4	8	8	4			24	11.1%
	J. NPDES Permitting and Documentation		4	4					8	3.7%
	K. Pre-Construction Meeting Attendance	3	3						6	2.8%
	Sub-total Item 5	9	56	62	55	24	6	4	216	100.0%
	Total Hours:	22	121	198	267	206	56	131	1001	
	% of Hours:	2.2%	12.1%	19.8%	26.7%	20.6%	5.6%	13.1%	100.0%	

Illinois Route 83 Bike Path  
Foster Avenue to Bryn Mawr Avenue

Village of Bensenville

DIRECT COSTS AND SUBCONSULTANT SERVICES

<b>DIRECT COSTS</b>	
<b>ITEM 1 - Printing</b>	
<b>Pre-Final Plans</b>	
Village 1 set X 46 sheets/set X \$0.60/sheet (Full size)	\$27.60
Village 3 sets X 46 sheets/set X \$0.15/sheet (Half size)	\$20.70
Utility Co's 12 sets X 46 sheets/set X \$0.60/sheet (Full size)	\$331.20
<b>Pre-Final Specification Books</b>	
Village 3 books X \$25/book	\$75.00
IDOT 4 books X \$25/book	\$100.00
<b>Final Plans</b>	
Village 1 set X 46 sheets/set X \$0.60/sheet (Full size)	\$27.60
Village 3 sets X 46 sheets/set X \$0.15/sheet (Half size)	\$20.70
Utility Co's 12 sets X 46 sheets/set X \$0.60/sheet (Full size)	\$331.20
<b>Final Specification Books</b>	
Village 2 books X \$25/book	\$50.00
<b>Total Item 1</b>	<b>\$984.00</b>
<b>ITEM 2 - Shipping</b>	
10 overnight shipping items X \$15/each	
<b>Total Item 2</b>	<b>\$150.00</b>
<b>ITEM 3 - Vehicle Expense</b>	
Mileage	
<b>Total Item 3</b>	<b>\$150.00</b>
<b>ITEM 4 - Plat of Highways (Compass Surveying)</b>	
Land Surveying Services (See attached Proposal)	
<b>Total Item 4</b>	<b>\$8,250.00</b>
<b>ITEM 5 - Appraisals/Review Appraisals (Civiltech - D. White, T. Engineering - K. Tadrowski)</b>	
Appraisals - 5 Parcels @ \$2,800/parcel	\$14,000.00
Review Appraisals - 5 Parcels @ \$800/parcel	\$4,000.00
<b>Total Item 5</b>	<b>\$18,000.00</b>
<b>ITEM 6 - Negotiations (Santacruz Associates)</b>	
Negotiations - 5 Parcels (See attached Proposal)	
<b>Total Item 6</b>	<b>\$18,000.00</b>
<b>ITEM 7 - Special Waste and CCDD Testing (Midland Standard Engineering and Testing)</b>	
Environmental Science Services (See attached Proposal)	
<b>Total Item 7</b>	<b>\$2,260.00</b>
<b>ITEM 8 -Wetlands (Stuedemann Environmental Consultants)</b>	
Wetland Sciences (See attached Proposal)	
<b>Total Item 8</b>	<b>\$7,383.00</b>
<b>ITEM 9 - IDNR and DuPage County Stormwater Permitting and Documentation</b>	
Permitting Fees and Mitigation Credits - application/ floodplain/ wetlands/buffer/banking	
<b>Total Item 9</b>	<b>\$8,600.00</b>
<b>ITEM 10 - Geotechnical Studies (Midland Standard Engineering and Testing)</b>	
Soils Investigation (See attached Proposal)	
<b>Total Item 10</b>	<b>\$6,194.00</b>
<b>Total Direct Costs:</b>	<b>\$69,971.00</b>

## **ATTACHMENT B**

### **Subconsultant Qualifications**



February 2, 2018

Via e-mail: [KKalitowski@civiltechinc.com](mailto:KKalitowski@civiltechinc.com)

Ms. Kristin Kalitowski  
CIVILTECH ENGINEERING, INC.  
Two Pierce Place, Suite 1400  
Itasca, IL 60143

RE: Proposal for Plat of Highways  
Illinois Route 83 Bike Path – Foster Avenue to Bryn Mawr Avenue – Bensenville, Illinois  
Compass Proposal Number: 18-077

Parcels to be included:

5 parcels shown on engineering plans

PIN Number: 03-11-100-025

PIN Number: 03-11-100-007

PIN Number: 03-11-104-014

PIN Number: 03-11-104-015

PIN Number: 03-11-104-016

Dear Kristin:

Thank you for the opportunity to provide this proposal. For a fee of \$6,000.00, Compass Surveying Ltd will prepare a Plat of Highways for the property referenced. This fee will include the following:

- Field reconnaissance and survey work to locate existing monumentation.
- Analysis and boundary calculations.
- Preparation of the Plat of Highways in accordance with IDOT requirements.
- Preparation of legal description for dedicated areas and easements as required.
- Monumentation of areas as required.

Option – Ordering Title

Compass Surveying Ltd will contract with Wheatland Title Company to obtain a title commitment.

**Budget \$450.00 per parcel x 5 Parcels = \$2,250.00**

At this time, we can provide preliminary review copies within approximately 3-4 weeks of authorization to proceed, weather permitting. Please note that all copies, all delivery charges, and research documents are reimbursable to the project. Also, additional work generated from client(s), attorney(s) or governmental comments will be charged at regular hourly rates. Survey fees are payable within 30 days, subject to a service charge of 1-1/2% per month on unpaid balances.

To indicate your authorization of this proposal, please sign the acceptance block below and return, via email [admin@clsurveying.com](mailto:admin@clsurveying.com) or via fax, to 630-820-7030. This proposal is valid for 45 days.

Yours truly,



Scott C. Krebs, PLS  
Vice President

SCK/mdr  
Attachment(s)

<input type="checkbox"/> Plat of Highways	<input type="checkbox"/> Title commitment
Accepted By:	_____
Date:	_____
Invoice To:	_____



**2018**  
**BILLING RATES**

<u>Description</u>	<u>Hourly Rate</u>
Principal (Deposition / Expert Testimony)	\$250.00
Principal	\$150.00
Professional Land Surveyor (Deposition / Expert Testimony)	\$200.00
Professional Land Surveyor	\$125.00
Senior Project Manager	\$120.00
Project Manager	\$100.00
1 Person Survey Crew* (Includes Robotic Total Station or GPS receivers)	\$130.00
Overtime includes Monday – Friday after 8 hours & Saturdays	\$165.00
2 Person Survey Crew* (Includes Robotic Total Station or GPS receivers)	\$186.00
Overtime includes Monday – Friday after 8 hours & Saturdays	\$195.00
3D Scanning* (Includes Scanner, operator, vehicle, all equipment and insurance):	
	Half Day (4 hours) \$1,250.00
	Full Day (8 hours) \$2,000.00
Note: Hourly rate for scanning beyond 4 or 8 hours	\$250.00
Visualization Modeling	\$120.00
CAD Technician	\$100.00
Secretarial Services (typing of legal descriptions, reports, benchmark lists)	\$ 65.00
Reimbursable Expenses:	
Overnight Delivery (Local)	\$20.00/Package
Overnight Delivery (National)	Varies by location
Black/White copies 11"x17"	\$3.50/sheet
Black/White copies 24"x36"	\$4.00/sheet

**\*Charged Portal – To – Portal**

**FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE**

MEASURING THE WORLD AROUND SINCE 1983

**COMPASS SURVEYING LTD**  
**GENERAL CONDITIONS (Rev. 05/31/17)**

Item 1. Client Responsibilities. Client shall, so as not to delay the services of Compass Surveying Ltd. (CS) (1) designate in writing a person to act as Client's representative who shall have complete authority to transmit instructions and receive information with respect to CS's services; (2) provide all criteria and full information as to Client's requirements for the project; (3) place at CS's disposal all available information pertinent to the project including title and/or background information, CS will not be required to perform an independent search for easements, encumbrances, title evidence and/or ownership data, as CS will rely upon the materials and representations that Client supplies to CS; and (4) give prompt written notice to CS whenever Client observes or otherwise becomes aware of any development that affects the scope of timing of or affects CS's services, or any defect or nonconformance in the work of any contractor. CS shall be entitled to rely upon the information and instructions provided by Client and Client's representative. Unless specifically provided otherwise in the scope of services, Client shall give CS authorization to proceed for each phase of services and for each Additional Service prior to CS commencing work. Authorization shall be provided in writing.

The Client will provide access to the work site. In the event the work site is not owned by the Client, Client represents to CS that all necessary permissions for CS to enter the site and conduct the work have been obtained. While CS shall exercise reasonable care to minimize damage to the property, the Client understands that some damage may occur during the normal course of the work, that CS has not included in its fee the cost of restoration of damage, and that the Client will pay for such restoration costs.

Item 2. Scope of Work. CS shall perform services in accordance with an "Agreement" made with the "Client". The Agreement consists of CS's proposal, Standard Fee Schedule, and these General Conditions. The "Client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, Client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the Client. The acceptance of CS's proposal signifies the acceptance of the terms of this Agreement. The fees for services rendered will be billed in accordance with the accompanying Standard Fee Schedule. Unit rates for services not covered in the fee schedule or elsewhere in the Agreement can be provided. The standard prices proposed for the work are predicated upon the Client's acceptance of the conditions and allocations of risks and obligations described in the Agreement. The Client shall impart the terms of this Agreement to any third party to whom the Client releases any part of CS's work. CS shall have no obligations to any party other than those expressed in this Agreement.

Item 3. Modifications. This Agreement and all its attachments represent the entire understanding between the parties, and neither the Client nor CS may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or Agreements, and any provisions expressed or implied in requests for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral. If specific periods of time for rendering services set forth in the scope of services are exceeded through no fault of CS, or if Client has requested significant modifications, altered project scheduling or creates changes in the general scope, extent or character of the project, or is not able to provide all necessary title and related documents at commencement, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The scope of services may be revised or modified for any reason upon Agreement of Client and CS. In each case, the scope of services will be modified in a manner mutually acceptable to Client and CS, and the fee schedule will be equitably adjusted to accommodate the changes. Any change to the scope of services or the fee schedule will be documented in writing.

Item 4. Standard of Care. CS will perform the services under this Agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended.

Item 5. Confidentiality. CS shall hold confidential the business and technical information obtained or generated in performance of services under this Agreement and identified in writing by the Client as "confidential". CS shall not disclose such "confidential" information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of CS against claims or liabilities arising from performance of its services.

Item 6. Termination of Contract. Client may terminate this Agreement with seven days' prior notice to Surveyor for convenience or cause. CS may terminate this Agreement for cause with seven days' prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CS has been paid in full all amounts due for services, expenses and other related charges.

Item 7. Utilities. In the performance of its work, CS will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the Client. The Client agrees to hold CS harmless and indemnify CS from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by CS for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to CS or otherwise disclosed by the Client or utility locator service.

Item 8. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client, or other involved or contacted parties, to advise CS of any known or suspected undocumented fills hazardous materials, by-products, or constituents, and any known environmental, hydrologic, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by CS employees or subcontractors or which in any other way may be pertinent to CS's proposed services.

Item 9. Insurance and Indemnity. CS represents that it maintains general liability and property damage coverage considered adequate and comparable with coverage maintained by other similar firms, and that CS's employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the Client upon request. CS agrees to indemnify the Client from and save Client harmless against any loss, damage, or liability stemming from acts of negligence by CS.

Item 10. Ownership and Copyright. All calculations, computations, work points, field control, files and notes are and shall remain the copyrighted property of CS. All documents prepared or furnished by CS pursuant to this Agreement are instruments of CS's professional service, and CS shall retain an ownership and property interest therein, including all copyrights. CS grants Client a license to use instruments of CS's professional service for the purpose of selling, purchasing or identifying property or constructing the project. Reuse or modification of any such documents by Client, without CS's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CS harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

Item 11. Use of Electronic Media. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by CS. Files in electronic formats, or other types of information furnished by CS to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CS makes no representations as to long-term compatibility, usability, or document s resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CS at the beginning of this project.

Item 12. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. THE FEES QUOTED ARE BASED UPON AN EXPECTED TIMELY PAYMENT. Late payment charges of 1.5% per month will be added to delinquent charges. If Client objects to any invoice submitted by CS, Client shall notify CS in writing, within 15 business days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable to you. We reserve the right to stop work on the project if our invoices are overdue by more than thirty (30) days. We shall not be liable for damages arising out of any such stop of work, nor deemed to be in default of this Agreement as a result thereof. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection related costs that CS incurs, including attorney fees. Administration fees will be charged for modified invoicing formats or specific procedures required by Client in order to obtain payment. Client shall be further obligated to pay CS's cost of collection, including, but not limited to, court costs and attorney's fees, in the event of default in payment under this paragraph. This Agreement is entered into the Kane County, Illinois and the Laws of Illinois are to apply to the Agreement. If legal action is required by CS, to collect fees or expenses advanced or to resolve any dispute, then the parties agree that Kane County shall be the proper venue for that legal action. In the event of termination of services prior to completion, Client shall compensate CS for all services performed to and for such termination.

CS Initials: SCK

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

Client Initials: \_\_\_\_\_



# PROPOSAL FOR LAND ACQUISITION SERVICES

## **Village of Bensenville**

**Civiltech Engineering**



## **IL Route 83 Bike Path**

**Foster to Bryn Mawr**

**Santacruz Land  
Acquisitions** 

222 Northfield Road · Suite 201  
Northfield, IL 60093  
[www.santacruz-associates.com](http://www.santacruz-associates.com)

Contact:  
J. Steve Santacruz  
847-868-9620  
[jsteve@santacruz-associates.com](mailto:jsteve@santacruz-associates.com)



## EXECUTIVE SUMMARY

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Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives the Village of Bensenville, the Local Public Agency (“LPA”) the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in the acquisition of right of way:

- Deliver the right of way on-time to meet the letting
- Manage the acquisition risks, including the cost of condemnation litigation
- Compliance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), IDOT land acquisition policies and procedures and FWA policies.

### **CRITICAL ISSUE 1: DELIVER THE RIGHT-OF-WAY ON-TIME TO MEET LETTING**

Delivery of right of way on-time keeps the project on its letting schedule. We understand that nothing is more important to LPA. We also know that keeping the land acquisition on-time and within budget is a measurement of success for LPA. When a project does not meet its letting schedule, we know it can impact the budget for LPA, causing scheduling conflicts with potential contractors and also affect other economic factors which govern the delivery of the overall roadway improvement program for LPA.

**Santacruz Land Acquisitions is an industry leading right of way professional organization with years of experience working on land acquisition projects with the understanding of what needs to be done to complete an acquisition on time.**

Santacruz Land Acquisitions will work with the staff for LPA and/or Civiltech Engineering, Engineer for LPA, (“Consultant”) to develop a land acquisition plan for the construction of the IL Route 83 Bike Path from Foster to Bryn Mawr (the “Project”) to assure that the goals are met. With years of right of way acquisition work, we have a large database of real estate representatives for corporate acquisitions to cut down the time spent in the initial steps of locating the real estate representative for each property.

These efficiencies minimize our time with an acquisition and translate to your project staying on schedule.

## **CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS**

Equally important as the scheduled letting is the acquisition budget for the Project. Cost overruns can jeopardize a project from moving forward. Because real estate costs can represent a significant portion of the budget for a transportation project, we will suggest ways to minimize impacts and reduce costs in challenging acquisitions. We will also work with LPA to minimize the condemnation referrals that impact the budget for this Project. By the same token, we will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation.

Through experience, we know that a portion of the parcels will need to be acquired through condemnation. As such, your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for condemnation. We possess that knowledge and have experience providing “expert witness” testimony in these matters.

**Santacruz Land Acquisitions is made up skilled right of way professionals with a vast background in real estate and civil engineering with respect to transportation projects which gives us the ability to recognize issues and resolve them before they create delays.**

## **CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS**

All land acquisition services must be performed in accordance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act). Santacruz Land Acquisitions is familiar with IDOT’s land acquisition guidelines, policies and procedures.

### **WHY SANTACRUZ LAND ACQUISITIONS?**

As you review our proposal, you will see that Santacruz Land Acquisitions has the versatility, experience and qualifications to deliver the land acquisition needs for your project. What sets us apart is:

- Years of successful on-time delivery of right of way land acquisition services to various other agencies
- Diverse set of real estate acquisition disciplines including backgrounds in law and civil engineering
- Title review experience, including familiarity with all types of recorded documents affecting real estate and knowledge on how to clear title
- Experience in reviewing plats and legal descriptions, as well as an ability to review and understand roadway construction plans
- Expertise with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), Illinois Eminent Domain Act (735 ILCS 30), IDOT Land Acquisition Guidelines.
- Familiarity with IDOT policies and procedures related to land acquisition and appraisals.

**We provide extensive experience complying with federal and state laws and maximizing the team’s knowledge of the land acquisition policies of IDOT.**

### **ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION**

Santacruz Land Acquisitions is a DBE with IDOT and an MBE with Cook County and the City of Chicago. Santacruz Land Acquisitions is also certified in the Business Enterprise Program with the State of Illinois Central Management Services.

## SUMMARY

**With a long history of successful delivery of a variety of right of way projects on-time, within budget and to our client's satisfaction, we look forward to the opportunity to assist LPA with its land acquisition needs**

## COMPENSATION

Santacruz Land Acquisitions shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **five (5)** projected parcels of right-of-way, is as follows:

**NEGOTIATIONS: \$14,000.00.**

As directed, Santacruz Land Acquisitions shall invoice LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. Santacruz Land

Acquisitions shall include **\$500.00** per parcel for these charges. Santacruz Land Acquisitions shall pay any such fees and charges in excess of the **\$500.00** per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Santacruz Land Acquisitions will attend and/or participate in up to **six (6)** hours of meetings and conference calls for consultations on the project. This will include, without limitation, kick-off meetings, planning discussions, project strategy development and review of parcels with acquisition challenges.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered a cost not to exceed of **\$18,000.00** as follows:

Land Acquisition Services	<b>\$14,000.00</b>
Consultation/Meeting Services	<b>\$1,500.00</b>
Direct Billable Expenses	<b>\$2,500.00</b>



## TECHNICAL APPROACH

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Santacruz Land Acquisitions shall perform all necessary services in the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed at the direction of LPA and Consultant in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) ("Eminent Domain Act") and the Illinois Code of Civil Procedure ("Code of Civil Procedure").

Santacruz Land Acquisitions will review the highway construction plans with LPA and/or the Consultant to understand the nature and purpose of the project.

Santacruz Land Acquisitions agrees to perform the services as set forth herein as well as furnish and deliver to LPA the final reports accompanied by all necessary documents needed for recordation and/or necessary for eminent domain proceedings. **The process described in this section has been the roadmap to many successful right of way projects for Santacruz Land Acquisitions helping us help you keep your projects on-time and within budget.**

### **LAND ACQUISITION CRITICAL PATH STEPS – "OUR ROAD MAP"**

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#### **Task 1: Notice to Proceed**

Our services start within one week (or sooner, if requested) of an authorization to proceed from LPA.

#### **Task 2: Kick-off Meeting**

As requested, Santacruz Land Acquisitions will meet with LPA and/or Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project.

### **Task 3: Delivery and Review of Project Information**

LPA or Consultant will provide Santacruz Land Acquisitions with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, LPA or Consultant will also provide a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.

### **Task 4: Negotiation and Acquisition**

All negotiations and acquisition services shall be provided by Santacruz Land Acquisitions after approval by LPA of the amount of just compensation to be offered to the property owner.

The Negotiator assigned by Santacruz Land Acquisitions will not have any authority to determine administrative settlements. The Negotiator will consult with LPA for approval of any counter offers and upon acceptance by LPA of any such counter offer, Santacruz Land Acquisitions will prepare the necessary documentation for administrative settlement.

Prior to the start of negotiations, the Negotiator will review the plats of highway and appraisals for each parcel before the start of negotiations with a property owner to understand the valuation and impact to the property. Santacruz Land Acquisitions will also inspect the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for LPA. Santacruz Land Acquisitions will direct any questions to LPA or Consultant resulting from its review of the plans, plats, appraisals and title commitments so that Santacruz Land Acquisitions is prepared for any issues raised by the property owner during negotiations.

Before contacting the owner of a parcel, Santacruz Land Acquisitions will prepare and send the introductory letter to the property owner on LPA's

letterhead. This letter will provide a general statement of the Project, identify the property and the legal property owner, and briefly state the right of requirements necessary from the parcel. This letter shall also contain contact information for Santacruz Land Acquisitions and a representative of LPA.

Santacruz Land Acquisitions will prepare an offer package for presentation to the owner at the first meeting. The offer package shall contain the Basis for Computing Total Approved Compensation and Offer to Purchase (in the format approved by IDOT), a copy of the plat of highway with the acquisition areas highlighted and a copy of the legal descriptions of the parcels to be acquired. If, after repeated efforts to contact the property owner to schedule a meeting to present the offer, Santacruz Land Acquisitions is unable to make contact with the property owner, or if the property owner is located out of town, or at the request of the property owner to have the offer package mailed, Santacruz Land Acquisitions will send the offer package by certified mail so that a receipt of delivery can be established.

Santacruz Land Acquisitions will personally contact the property owner a minimum of three times before making a determination that the acquisition of the parcel cannot be successfully negotiated. In most cases, Santacruz Land Acquisitions will exceed the minimum number of contacts in an attempt to make all reasonable efforts to reach a settlement before recommending that LPA commence condemnation proceedings. All contacts and efforts to make contact with the property owner shall be documented in the negotiator's report maintained by Santacruz Land Acquisitions for each parcel.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz Land Acquisitions will immediately notify LPA or Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA or Consultant, Santacruz Land Acquisitions will cease negotiations on certain

parcels until corrected information or further instruction is provided to Santacruz Land Acquisitions.

Upon successful negotiations with the property owner, Santacruz Land Acquisitions will prepare all necessary conveyance documents in the forms provided by and approved by IDOT in order to complete the acquisition and obtain title approval for the property. Santacruz Land Acquisitions will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by LPA.

In the event that Santacruz Land Acquisitions, after having made every reasonable effort to contact and negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, Santacruz Land Acquisitions shall prepare and submit to LPA a completed parcel file with its recommendation to acquire the parcel by means of condemnation. In addition, the file will include the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by LPA.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of LPA or its trial counsel, we shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

## **PERSONNEL**

The experience and talent of the right of way professionals that make up the team for Santacruz Land Acquisitions will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. J. Steve Santacruz brings over twenty years of right of way acquisition experience to lead this team as its project manager. He has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. Steve has a reputation in the right of community of being able to handle the most complex of land acquisition transactions.

The internal support team members for Santacruz Land Acquisitions include Robin Weber, a real estate paralegal with over twenty years of experience in closing residential and commercial real estate transactions, and Jonathan Abplanalp, a District 1 fee negotiator.

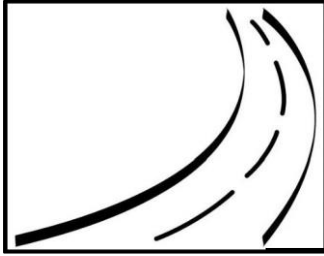
## **PRIOR EXPERIENCE**

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Santacruz Land Acquisitions was founded in 1992 as Santacruz Associates Ltd. and has grown to be one of the most dependable right of way negotiation firms in IDOT's District 1. Since it opened, Santacruz Land Acquisitions has been providing comprehensive right of way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies.

We bring an array of services and broad disciplines in real estate which give us a distinct advantage in handling even the most complex of your land acquisition projects.

**Santacruz Land Acquisitions has delivered real estate solutions for its public agencies balancing risk management and letting dates on some of the largest and most intricate projects in the State.**



## EXHIBITS

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- a. Pricing Schedule
- b. BEP Certification
- c. Resumes of Key Personnel



# Compensation for Services

## Negotiation Services

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$2,400.00
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## Consultation & Witness Services

Rate for each ½ day in pretrial conference or in court for Negotiator	\$1,000.00
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Hourly rate for consultation not otherwise specifically provided for herein	\$250.00
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## Title Services (if applicable)

Later date commitment – In addition to actual recording costs + Administrative fee	\$25.00
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Title insurance policies – In addition to actual recording costs + Administrative fee	\$25.00
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Recording of Documents – In addition to actual recording costs + Administrative fee	\$25.00
--	---------

Copies of recorded documents – In addition to actual copying costs & research fees + Administrative fee	\$25.00
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# **BEP CERTIFICATION**



ILLINOIS

Bruce Rauner, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

March 14, 2016

J Steve Santacruz  
Santacruz Associates Ltd  
2650 Valor Drive  
Glenview, IL 60026-8058

Certification Term Expires: March 14, 2017

Re: MBE Recognition Certification Approval  
(City of Chicago)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the City of Chicago's certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the City of Chicago.

At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program (BEP) in the specialty area(s) of:

#### SERVICES, REAL ESTATE

Please visit our website at [www.sell2.illinois.gov](http://www.sell2.illinois.gov) to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Business Enterprise Program (BEP). We welcome your participation and wish you continued success.

Sincerely,

  
Carlos Gutierrez  
Certification Manager  
Business Enterprise Program

(L57MBE)



# Illinois Department of Transportation

Office of Business & Workforce Diversity  
2300 South Dirksen Parkway / Springfield, Illinois 62764

August 25, 2011

## CERTIFIED-RETURN RECEIPT REQUESTED

J. Steve Santacruz  
Santacruz Associates, Ltd.  
2650 Valor Dr.  
Glenview, IL 60026

Dear J. Steve Santacruz:

The Illinois Department of Transportation (IDOT), your host agency, has reviewed your *Continued DBE Eligibility Affidavit (CEA)* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra, and Pace.

Your certification is approved for a five (5) year period, commencing on **July 26, 2011**. To remain certified with the IL UCP during the five-year period, you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affects your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

MISC: LAND ACQUISITION

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at [www.dot.il.gov/ucp/ucpdirectorybyname.pdf](http://www.dot.il.gov/ucp/ucpdirectorybyname.pdf).

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

**Please note:**

- This certification does not attest to your firm's abilities to perform in the approved work category(ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

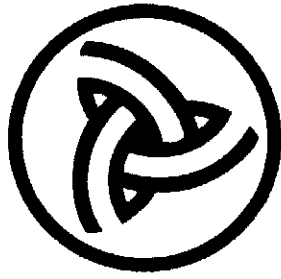
Please direct all inquiries and any questions to this agency at (217) 782-5490.

Sincerely,

A handwritten signature in black ink, appearing to read "Debra A. Clark". The signature is fluid and cursive, with the first name "Debra" being more prominent than the last name "Clark".

Debra A. Clark, Manager  
Certification Section  
Bureau of Small Business Enterprises

Enclosure



# Illinois Department of Transportation

**Santacruz Associates, Ltd.**

is hereby certified as a

## **Disadvantaged Business Enterprise**

This certificate is valid under current firm ownership and operational control only and supercedes any authorization or listing previously issued.

Ann L. Schneider  
Acting Secretary

Illinois Department of Transportation

Carol Lyle  
Bureau Chief

Bureau of Small Business Enterprises

Effective the 26<sup>th</sup> day of July 2011



OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

118 N Clark Street • Chicago, Illinois 60602 • (312) 603-5502

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

RICHARD R. BOYKIN  
1st District

ROBERT STEELE  
2nd District

JERRY BUTLER  
3rd District

STANLEY MOORE  
4th District

DEBORAH SIMS  
5th District

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6th District

JESUS G. GARCIA  
7th District

LUIS ARROYO, JR.  
8th District

PETER N. SILVESTRI  
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BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

JOHN A. FRITCHEY  
12th District

LARRY SUFFREDIN  
13th District

GREGG GOSLIN  
14th District

TIMOTHY O. SCHNEIDER  
15th District

JEFFREY R. TOBOLSKI  
16th District

ELIZABETH ANN DOODY GORMAN  
17th District

December 5, 2014

Mr. J. Steve Santacruz, President  
**Santacruz Associates, Ltd.**  
2650 Valor Drive  
Glenview, IL 60026

Dear Mr. Santacruz,

Cook County Board President Toni Preckwinkle and City of Chicago Mayor Rahm Emanuel have launched a reciprocal Minority and Women Business Enterprise initiative. This initiative will allow your business to be certified by either the County or City, and have that certification apply to both agencies. This combined effort by the County and City will lessen the financial burden and streamline the certification process by providing a "one stop shop" for MBE/WBEs interested in participating in County and City procurement opportunities.

**Santacruz Associates, Ltd.** is currently certified by the City of Chicago as a **MBE**.

**This letter is to notify you that your designated Host Agency will be the City of Chicago and your M/WBE certification will be recognized for Cook County contracts, provided that your status with the City of Chicago's M/WBE Program remains in good standing.** As such, you will no longer be required to submit your annual No Change Affidavit to Cook County Government.

Please note that if you are currently certified with the City of Chicago in a *non-construction* area i.e., professional services or goods, the County Code requires that you do not exceed 1.) the S.B.A. Size Standards and, 2.) Personal Net Worth standards of approximately \$2MM. If you are a non-construction firm and wish to participate as an MBE/WBE in an upcoming County contract, you must submit an affidavit regarding your Size and Personal Net Worth at the time of the bid. You can download the affidavit from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance).

If you have further questions and/or comments, please contact Lisa Alexander at 312-603-5513.

Sincerely,

  
Lisa Alexander  
Deputy Director



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

SEP 18 2017

J. Steve Santacruz  
Santacruz Associates, Ltd.  
310 Happ Road Suite 206  
Northfield, IL 60093

Dear J. Steve Santacruz:

Revised

We are pleased to inform you that **Santacruz Associates, Ltd.** has been certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **09/15/18**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status.

Your firm's five year certification will expire on **09/15/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **07/15/2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;



SEP 18 2017

Santacruz Associates, Ltd.

Page 2 of 2

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

**531390 – Consultants, Real Estate (except appraisers), Offices**

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority-Owned and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Rich Butler  
First Deputy Procurement Officer

RB/em



## **FIRM PERSONNEL**

## Javier Steve Santacruz

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### President / Right of Way Consultant

Mr. Santacruz has spent his career as a real estate professional working as a controller for VMS Realty Partners and general counsel of Continental Offices. He has extensive experience in lease negotiation, property management, debt restructuring, acquisitions/dispositions and the development of real estate investment vehicles.

For the past twenty years, Mr. Santacruz has been providing right-of-way services for a variety of governmental agencies. He has assisted on planning of right-of-way during plan development stages, as well as worked as a right-of-way agent in the acquisition and facilitation of right-of-way necessary for the completion of a project. He has extensive experience working with the Illinois Department of Transportation and the Illinois State Toll Highway Authority gaining a thorough understanding of the policies and procedures of those agencies in meeting their right-of-way requirements. Representative project experience includes:

- O'Hare Modernization Program, O'Hare Airport expansion for the City of Chicago – Right-of-Way Agent. Completed the acquisition or referral for condemnation of over 300 parcels in a seven month period. Coordinated the acquisition process with relocation agents assigned to provide relocation benefits to displaced property owners under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
- Washington Street in Lake County, Illinois, Lake County Division of Transportation – Right-of-way Agent. Engaged to provide negotiation/acquisition and appraisal services for 135 parcels over a 2.5 mile corridor. Project involved roadway widening and a grade separation of METRA rails from the roadway.
- Grand Avenue Grade Separation, Grand Avenue Railroad Relocation Authority, Franklin Park, Illinois – Right-of-way Agent. Provided negotiation services and facilitated acquisition of over eighty parcels of right-of-way necessary to complete a rail-road grade separation along Grand Avenue in Franklin Park involving the Soo Line Railroad, CP Rail Systems, Wisconsin Central and Indiana Harbor Belt Railroad.
- I57 and I294 Interchange, Illinois State Toll Highway Authority – Right-of-Way Agent. Engaged to provide a combination of negotiation/acquisition and appraisal services for over one hundred parcels for the construction of an interchange connecting two major interstates.

**Firm:**

*Santacruz Associates Ltd. d/b/a  
Santacruz Land Acquisitions*

**Role:**

*Right of Way Consultant*

**Years of Experience:** 25+

**Education:**

*Juris Doctorate  
DePaul University, 1990  
BS in Accounting  
DePaul University, 1983*

**Professional Credentials:**

*International Right of Way*



## Jonathan Abplanalp

---

### Vice-President / Right of Way Consultant

Mr. Abplanalp is in his second year providing right-of-way services for a variety of governmental agencies. He has worked as a right-of-way agent in the acquisition and facilitation of right-of-way necessary for the completion of a project. Prior to becoming an IDOT-approved Fee Negotiator, Mr. Abplanalp worked for Santacruz Land Acquisitions as a Right of Way Administrative Assistant. Representative project experience includes:

- Weiland Road in Lake County, Illinois, Lake County Division of Transportation – Right-of-way Agent. Assisted in negotiation of 48 parcels over a two mile corridor. Project involved several relocations of residences.
- IL 31 in Carpentersville, Illinois, Village of Carpentersville – Right-of-way Agent. Assisted in negotiation of 40 parcels for major intersection reconfiguration. Project involved two relocations of businesses.
- Ohio Street at BNSF Railway Crossing in Aurora for City of Aurora – Right-of-Way Agent. Engaged to provide negotiation/acquisition services for 14 parcels. Project involved a grade separation of railroad from the roadway.
- Washington Street in Lake County, Illinois, Lake County Division of Transportation – Right-of-way Agent. Assisted in negotiation of 135 parcels over a 2.5 mile corridor. Project involved roadway widening and a grade separation of METRA rails from the roadway.
- IL 72 at Big Timber Road in Kane County for Illinois Department of Transportation – Right-of-way Agent. Provided negotiation services and facilitated acquisition of eight parcels of right-of-way necessary to reconstruction of intersection of IL 72 and Big Timber Road.

**Firm:**

*Santacruz Associates Ltd. d/b/a  
Santacruz Land Acquisitions*

**Role:**

*Right of Way Consultant*

**Years of Experience:** 5+

**Education:**

*B.S. – Architectural Studies  
University of Illinois, 2011*

**Professional Credentials:**

*International Right of Way  
Association*

# MIDLAND STANDARD ENGINEERING & TESTING, INC.

558 Plate Drive Unit 6 East Dundee, Illinois 60118  
(847) 844-1895 f (847) 844-3875

February 1, 2018

Kristin R. Kalitowski, P.E.  
**Civiltech Engineering, Inc.**  
Two Pierce Place, Suite 1400  
Itasca, Illinois 60143  
[xkalitowski@civiltechinc.com](mailto:xkalitowski@civiltechinc.com)

Re: Proposal for Geotechnical Exploration and Analysis  
**II Route 83 Bike Path - Foster to Bryn Mawr**  
Bensenville, Illinois

Dear Ms. Kalitowski:

We are pleased to submit this scope of work proposal for the performance of a geotechnical exploration and analysis at the above referenced project.

## Purpose

The purpose of this work would be to provide subgrade preparation recommendation for the planned bike path and support recommendations for the culvert extension on the east side of the road at Sta.217+00.

## Scope

The exploration, testing and analysis will include:

- Subgrade borings, spaced at 300 ft intervals along the alignment to determine subgrade soil conditions. Structure boring at the culvert extension and retaining wall.
- Determination of the engineering characteristics of the subsurface materials encountered and characterization of the groundwater conditions.
- Provide general recommendations regarding pavement designs and construction procedures.
- Sample and test subgrade soils encountered for chemical constituent testing and provide IEPA LPC 663 certification for disposal in a CCDD facility if indicated.

The scope of this program **does not** address any environmental issues at the site.

We propose to investigate the subsurface soil and ground water conditions on the site proposed for construction by drilling exploratory test holes. The proposed boring program consists of nine (9) profile borings extended to a depth of 5 feet and two (2) structure boring to a depth of 30 feet.



#### Method of Performance & Timing

After notice to proceed, a representative from Midland Standard Engineering & Testing, Inc. will layout the core locations and perform a utility clearance along the alignment. Mobilization of coring equipment and personnel will occur after utility clearance has been complete. We would expect preliminary verbal results after the site work is complete, and a final report would be completed shortly thereafter.

Our testing program will include laboratory tests to determine the classification, strength, water content, density, and other physical properties of the soils. The results of the field exploration and lab tests will be used in the engineering analysis and the formulation of our recommendations in conformance with the guidelines of an Illinois Department of Transportation Geotechnical Manual. The results of our work will be presented the report, prepared by a Registered Professional Engineer licensed in the state of Illinois.

#### Fee

It is proposed that our fee be determined on a unit rate basis in accordance with the items listed on the attachments and our Schedule of Fees and General Conditions. The total cost for the scope of work is estimated at:

Borings, Testing, Analysis and Recommendations for	
Construction:	\$6,194.00
CCDD Testing and Certification:	<u>\$2,260.00</u>
<b>Project Total:</b>	<b>\$8,454.00</b>

We will not exceed this amount without prior authorization.

#### Closure

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions concerning our proposed scope of work or fees, please contact us.

Respectfully Submitted,  
MIDLAND STANDARD ENGINEERING & TESTING, INC.

  
William D.. Prigge, P.E.  
Ptincipal

Attachment: Attachment 1.1-Schedule of Services & Fees  
Attachment 1.2-Engineering Services

**ATTACHMENT 1.1**  
**SCHEDULE OF SERVICES AND FEES**  
**IL Route 83 Bike Path - Foster to Bryn Mawr**  
**Bensenville, Illinois**

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Extension</u>
<u>Field Services</u>			
Mobilization of Coring Equipment, and Personnel, lump sum	1	\$400.00	\$400.00
Layout and Utility Clearance, per hour	4	\$95.00	\$380.00
Bike Path Subgrade Profile Borings, 5 ft, each	9	\$95.00	\$855.00
Structure Boring for Culvert Extension, per ft	60	\$19.00	\$1,140.00
<b>Field Services Total:</b>			<b>\$2,775.00</b>
<u>Laboratory Services</u>			
Moisture Content Determinations, ea	34	\$6.00	\$204.00
Unconfined Compressive Strength, each	15	\$10.00	\$150.00
Classification Testing, each	1	\$180.00	\$180.00
<b>Laboratory Services Total:</b>			<b>\$534.00</b>
<u>Engineering Services:</u>			
Chemical Constituent Testing	First Environmental		\$1,510.00
Analysis CCDD Certifucation, LPC 663			\$750.00
Report Preparation, Consultation			<u>\$2,885.00</u>
<b>Estimated Cost</b>			<b>\$5,145.00</b>
<b>TOTAL:</b>			<b>\$8,454.00</b>

**ATTACHMENT 1.2**  
**ENGINEERING SERVICES**

**IL Route 83 Bike Path - Foster to Bryn Mawr**  
**Bensenville, Illinois**

Our fees for Engineering Services will be based on the actual number of hours required to complete the work, and will be determined on a Unit Rate Basis at these rates for each classification of personnel:

	<u>Estimated Quantity</u>	<u>Rate/Hour</u>	<u>Extension</u>
Principal Engineer, per hr.	1	\$145.00	\$145.00
Project Engineer, per hr.	8	\$110.00	\$880.00
Field / Staff Engineer, per hr.	16	\$95.00	\$1,520.00
Draftsman/Word Processing, per hr.	4	\$85.00	\$340.00
			<hr/>
			<b>\$2,885.00</b>





February 1, 2018

Ms. Kristin R. Kalitowski, P.E.  
Engineer V  
Civiltech Engineering, Inc.  
Two Pierce Place, Suite 1400  
Itasca, IL 60143

**SUBJECT: Proposal to Provide Phase II Wetland Science Services  
IL Route 83 Bike Path, Foster Avenue to Bryn Mawr Avenue  
Bensenville, DuPage County, Illinois**

Dear Ms. Kalitowski:

Stuedemann Environmental Consulting, LLC (SEC) is pleased to present Civiltech Engineering, Inc. (Civiltech) with this proposal to provide wetland science services for the Village of Bensenville's (Bensenville) Phase II design of the IL Route 83 Bike Path, Foster Avenue to Bryn Mawr Avenue project (IL Route 83 Bike Path Phase II Project), located in Bensenville, DuPage County, Illinois. Services presented herein coincide with the IL Route 83 Bike Path engineering services provided by Civiltech to Bensenville and include wetland science related permitting services. SEC presents this proposal in the following sections: project understanding, scope of work, project team, project schedule, project costs, and proposal acceptance.

## **PROJECT UNDERSTANDING**

SEC understands that Civiltech has been solicited by Bensenville to submit a proposal for Phase II engineering services for the design of a bike path on the east side of IL Route 83 between Foster Avenue and Bryn Mawr Road. Civiltech has solicited SEC to perform wetland science services for the IL Route 83 Bike Path Phase II Project, necessary for: compliance with biological and wetland clearances from the Illinois Department of Transportation (IDOT); regulatory permitting with DuPage County Stormwater Management, Department of Economic Development, Division of Environmental Concerns (DEC); and regulatory permitting with the U.S. Army Corps of Engineers (USACE) Chicago District. To comply with and obtain permits, SEC's proposed scope of work is to coordinate and prepare the applicable wetland related documentation for permit submittals to DEC, IDOT, and the USACE.

On January 17, 2017, Civiltech provided SEC with the following IL Route 83 Bike Path project documents for the Phase I portion of the project: Exhibit A-4 Flood Insurance Rate Map; and Exhibits B-1, B-2, and B-3 Concept Plan and Profile Sheets. The Project Corridor consists of the limits presented on these exhibits, plus an additional 100 feet beyond these limits per requirements of the April 23, 2013, edition of the DuPage County Countywide Stormwater and Flood Plain Ordinance (Ordinance). SEC understands that this Project Corridor consists of residential, commercial, industrial, and floodplain areas. On August 25, 2017, SEC completed the Wetland Delineation Report for the IL Route 83 Bike Path Phase II Project.

In preparing this proposal, SEC has made the following assumptions:

1. All coordination, documents, and correspondence from the IL Route 83 Bike Path Phase I Study will be available and valid for use by SEC in the IL Route 83 Bike Path Phase II Project wetland submittals;
2. Bensenville is a Partial Waiver Community and all wetland related permitting coordination will occur directly with DEC and the USACE;
3. Permit submittals are not included in this scope of work and will be conducted by Civiltech;
4. DuPage County Critical Wetlands, high-quality aquatic resources (HQAR), and federal or state listed endangered and threatened species habitats, are not located within, adjoining, or adjacent to the Project Corridor;
5. Fees associated with wetland permitting, wetland mitigation banking, or fee-in-lieu are not included in this proposal and are the responsibility of Bensenville and Civiltech;
6. Wetland mitigation design is not included in this proposal; and
7. There are no additional environmental concerns within the Project Corridor that are not referenced in this proposal that would impede the DEC, IDOT, and USACE coordination and permitting process, such as the presence of state and federal endangered and threatened species, protected historical and cultural sites, and environmental due diligence.

## SCOPE OF WORK

SEC proposes to complete the requested services in one task as follows:

### Task 1: Phase II DEC and USACE Permit Coordination

SEC proposes to prepare documents necessary to comply with the Wetland and Buffer Impact Submittal section of the Ordinance, the USACE Joint Application, and the USACE Chicago District Regional Permit Program (RPP). SEC proposes to utilize all coordination, documents, and correspondence from the IL Route Bike Path Phase I Study for the Bensenville, DEC, and USACE permit submittals. Documents necessary for the Phase II Wetland and Buffer Impact submittals include: a Wetland Buffer Memorandum; a Wildlife Habitat Assessment Memorandum; a wetland and buffer submittal narrative; and the wetland and buffer checklists and tabs. These documents will be prepared and presented to Civiltech for inclusion in their permit submittals to Bensenville and DEC. SEC will also utilize these documents to coordinate, prepare, and submit to Civiltech for inclusion in the Joint Application to the USACE.

SEC proposes to schedule and attend on-site pre-application meetings as needed with Bensenville, DuPage County, the USACE, and Civiltech, to review the Wetland Delineation Report and other associated documents prepared by SEC as necessary. All permit submittals will be prepared and submitted by SEC's Professional Wetland Scientist. SEC will assist Civiltech through the wetland provisions portions of the Bensenville, DEC, and USACE permit submittals until all wetland related permits are received.

## PROJECT TEAM

SEC proposes to manage this project out of our Geneva, Illinois office with a support network of scientists who have experience in conducting environmental science services in DuPage County. Mr. Barry Stuedemann, P.E., P.W.S. will serve as the Project Manager and Professional Wetland Scientist.

## PROJECT SCHEDULE

SEC will proceed with the scope of work presented in this proposal immediately upon authorization from Civiltech. Specific schedules are unknown at this time and will be coordinated with Civiltech throughout the duration of the IL Route 83 Bike Path Phase II Project. The schedule to complete each task is influenced by the responses, concerns, and requests of Civiltech and the pertaining agencies.

## PROJECT COSTS

SEC estimates the cost to complete tasks outlined in this proposal to be a maximum "not-to-exceed" fee of \$7,383. An itemization of these costs is presented in Table 1, Cost Estimate for Consulting Services. SEC will invoice Civiltech monthly for services rendered. Civiltech will submit SEC invoices to Bensenville within 30 days of receipt. Civiltech payments to SEC for these invoices are to be paid when paid. The following is a summary of the costs for services presented in this proposal.

The following is a summary of these costs:

SCOPE OF WORK		COSTS
Task 1:	Phase II DEC and USACE Permit Coordination	\$7,383
Total:		\$7,383

## PROPOSAL ACCEPTANCE

To indicate your acceptance of this proposal, please notify me by mail or e-mail. SEC will assume the mail or e-mail correspondence as your signature and date for our authorization to proceed with the task presented in this proposal.

SEC appreciates this opportunity to provide environmental science services to Civiltech. If you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,



Baron H. Stuedemann, P.E., P.W.S.  
Technical Director | Managing Member  
Stuedemann Environmental Consulting, LLC  
Mobile: 630-664-4550  
E-Mail: [bstuedemann@stuedenv.com](mailto:bstuedemann@stuedenv.com)

**TABLE 1**  
**Cost Estimate for Consulting Services**  
**PHASE II WETLAND SCIENCE SERVICES**  
**IL ROUTE 83 BIKE PATH, FOSTER AVENUE TO BRYN MAWR AVENUE**  
**BENSENVILLE, DUPAGE COUNTY, IL**

Prepared for Civiltech Engineering, Inc.  
Prepared by Stuedemann Environmental Consulting, LLC

February 1, 2018

IL ROUTE 83 BIKE PATH PHASE II PROJECT WETLAND SCIENCE SERVICES TASK DESCRIPTION	Project Manager	Project Coordinator	Total Hours	Direct Labor	Overhead of 150%	In-House Direct Costs	Fixed Fee	Other Direct Costs	Not-to- Exceed Costs
	\$64.00	\$24.00		(DL)	OH(DL)	(IHDC)	(FF)		
Task 1: Phase II DEC and USACE Permit Coordination	36	4	40	\$2,400	\$3,600	\$448	\$935	\$0	\$7,383
<b>TOTAL:</b>	<b>36</b>	<b>4</b>	<b>40</b>	<b>\$2,400</b>	<b>\$3,600</b>	<b>\$448</b>	<b>\$935</b>	<b>\$0</b>	<b>\$7,383</b>

DL (Direct Labor) = Hours x Hourly Rate  
R (Complexity Factor) = 0  
OH (Overhead Rate) = 150%  
IHDC (In-House Direct Costs) = See Table Below for Itemization  
FF (Fixed Fee) = 14.5% [ DL + R(DL) + OH(DL) + IHDC ]  
Other Direct Costs = Testing, Drilling, and Hauling are not included in these costs.

IL ROUTE 83 BIKE PATH PHASE II PROJECT WETLAND SCIENCE SERVICES DIRECT COST TASK DESCRIPTION	Mileage (\$0.545/mile)		Delivery (\$25/package)		Copies (\$0.60/page)		In-House Direct Costs (IHDC)
	Miles	\$	Packages	\$	Pages	\$	
Task 1: Phase II DEC and USACE Permit Coordination	180	\$98	2	\$50	500	\$300	\$448
<b>TOTAL:</b>	<b>180</b>	<b>\$98</b>	<b>2</b>	<b>\$50</b>	<b>500</b>	<b>\$300</b>	<b>\$448</b>

Mileage (miles) = 90 miles Round Trip to/from Site  
Delivery (packages) = UPS, FedEx, or USPS  
Copies (pages) = Average Cost for Black and White, Color, 8" x 11.5", and 11" x 17"

**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**February 6, 2018**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Purchase Order with Maddock Industries, Inc. for the purchase of one (1) RBI Dominator Series DB Near Condensing Unit for the Aquatic Center in the not-to-exceed amount of \$11,676.80

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

COW

**DATE:**

February 20, 2018

**BACKGROUND:**

The Village of Bensenville skilled facility technicians have been maintaining & repairing the pool boiler for more than a decade. The unit is original to the building (15 years old) and has exceeded its intended useful life. Nearly all of its components are rusted and corroded and its in need of a full unit replacement. The maintenance and repairs will stay in-house.

**KEY ISSUES:**

Maddock Industries Inc. is the sole distributor for Chicago area and has exclusive rights to sell the RBI product line of water heater, boilers, accessories & parts. As such, the boiler purchase was not put out to bid. Maddock will furnish one (1) - RBI DW900 Dominator Series DB Near Condensing Heating Boiler and all corresponding components & parts (such as sealed combustion chamber, pressure relief valve, LED diagnostic panel etc). Our skilled technicians will install & maintain it.

The cost of the unit and accessories is \$11,676.80.

**ALTERNATIVES:**

Discretion of the Committee.

**RECOMMENDATION:**

Staff recommends an approval of the Purchase Order.

**BUDGET IMPACT:**

\$15,000 was budgeted for 2018 to replace the boiler unit (account no. 31080800-591000).

**ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of a Purchase Order with Maddock Industries, Inc. for the purchase of one (1) RBI Dominator Series DB Near Condensing Unit for the Aquatic Center in the not-to-exceed amount of \$11,676.80

**ATTACHMENTS:****Description**

RES-2018-HEATER REPLACEMENT-AQUATIC CENTER

**Upload Date**

2/8/2018

**Type**

Resolution Letter

2018-MADDOCK RBI HEATER QUOTE	2/8/2018	Backup Material
2018-RBI STATEMENT OF EXCLUSIVE RBI SALES	2/8/2018	Backup Material
CURRENT RBI HEATER-AQUATIC CENTER	2/8/2018	Backup Material
RBI DOMINATOR SERIES INFORMATION	2/8/2018	Backup Material

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER  
WITH MADDOCK INDUSTRIES INC FOR THE PURCHASE OF ONE (1) RBI  
DOMINATOR SERIES DB NEAR CONDENSING UNIT FOR THE AQUATIC  
CENTER IN THE NOT-TO-EXCEED AMOUNT OF \$11,676.80**

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 owns HVAC systems within the Village properties, including the Aquatic Center, and

WHEREAS the VILLAGE requested a quote for one (1) RBI Dominator Series DB Near Condensing Unit and corresponding components, and

WHEREAS Maddock Industries Inc. is an exclusive distributor of the RBI product line, 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 the execution of a Purchase Order with Maddock Industries, Inc. for the purchase of one (1) RBI Dominator Series DB Near Condensing Unit for the Aquatic Center in the not-to-exceed amount of \$11,676.80.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 27, 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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



# MADDOCK INDUSTRIES, INC.



2720 West Chicago Avenue  
Chicago, Illinois 60622  
Phone: (Area Code 773) 486-1000  
Fax: (Area Code 773) 486-1011

PROJECT: Bensenville Park District, Pool.

ARCHT/ENGR:

DATE: February 2, 2018

TO: Bensenville

ATTN: Joe Caracci

## WE PROPOSE TO FURNISH THE FOLLOWING

<u>QTY</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>EXT</u>
		<u>RBI</u> Dominator Series DB Near Condensing Heating Boiler.		
		Standard Equipment: <ul style="list-style-type: none"><li>• 2 Pass 160# WP ASME Heat Exchanger</li><li>• Uginox Alloy Stainless Steel Burners</li><li>• Cast Iron Headers (Boilers Heaters)</li><li>• Integral PID Staging Control</li><li>• Outdoor Reset</li><li>• Mounted &amp; Wired Flow Switch</li><li>• Temperature/Pressure Gauge</li><li>• Multiple Venting Options</li><li>• Sealed Combustion Chamber</li><li>• 2 Stage Firing</li><li>• Low Voltage Controls</li><li>• ASME Pressure Relief Valve</li><li>• Pump Delay Control</li><li>• FM Compliant Gas Train</li><li>• LED Diagnostic Panel</li><li>• Low NOx</li><li>• Factory Fired Tested</li><li>• Field Reversible Headers</li><li>• Category I or III Venting</li><li>• Leak Test Valves</li><li>• 20 Amp Pump Contactor Single Phase</li></ul>		
		Optional Included Equipment: <ul style="list-style-type: none"><li>• Hydrolevel 550 Low Water Cut Out CSD-1</li><li>• Freeze Protection Kit</li><li>• PL-130B Pump W/pigtail</li></ul>		
1	DW900	1050 Input MBH – 1148 Output MBH	-----	\$11,676.80

**NOTE:** Takeoff quantity and sizes are not guaranteed and unit prices will apply should requirements vary from those shown. Final sizes, styles, quantities, materials and ratings shall be the contractor's responsibility, and prices governed accordingly. Prices as noted DO NOT INCLUDE any applicable taxes. PRICES FIRM FOR 30 DAYS. 1-1/2% per month will be charged on all accounts 30 days past due (18% per year). Product warranty/guarantee as stipulated by each manufacturer. **Equipment sales are NOT subject to retention.**

**F.O.B.:** Shipping Point, Full Freight Allowed

**TERMS:** Net 30 Days

**ESTIMATED DELIVERY:** 12-15 Days ARO

**BY:** Eric Soitong



February 1st, 2018

Mr. Michael Moxon  
V.P. Engineering  
Maddock Industries Inc.  
Chicago, IL

Michael,

Per our recent conversations please accept and use this letter as confirmation that Maddock Industries Inc. is our exclusive RBI representative for Chicago IL as outlined in our representative agreement. With that Maddock Industries Inc. has exclusive rights to sell the RBI product line of water heaters, boilers, accessories and parts.

*Best Regards,*  
**Chad Sime**  
*Sales Manager North America*  
*Mestek, Inc.*  
*260 North Elm Street*  
*Westfield, Massachusetts 01085*





260 North Elm Street  
Westfield, MA. 01085



HEATING BOILER

MODEL NO./MODÈLE NO.  
33DB1050NACSS

CONTROL NO./  
CONTRÔLE NO.  
MDF

RELIEF VALVE SET/  
RÉGLAGE SOUPAPE  
DE SÛRETÉ

SERIAL NO./SÉRIE NO.  
040331604

MAX. W.P. WATER/  
PRESSION MAXI D'EAU  
160 PSI/  
1103 kPa

MIN. RELIEF VALVE CAPACITY  
CAPACITÉ MINI DE LA SOUPAPE  
DE SÛRETÉ  
882 / 258.43

Lb/Hr  
kW

EQUIPPED FOR/  
PRÉVU POUR  
NATURAL

GAS  
GAZ

INLET GAS PRESSURE/  
PRESSION DE GAZ A L'ENTREE

MAX. (IN.W.C.)/  
MAXI (POUNCES DE  
COLONNE D'EAU)  
MIN. (IN.W.C.)/  
MINI (POUNCES DE  
COLONNE D'EAU)

NAT. GAS/  
GAZ. NAT.

14

6

LP GAS/  
GAZ. B.P.

14

11

MANIFOLD GAS PRESSURE/  
PRESSION DE GAZ AU COLLECTEUR

NAT.

2.6

NAT.

L.P.

B.P.

9

0 TO 2000 FT./0 à 2000 PIEDS

INPUT/  
ALIMENTATION:  
MIN. INPUT/  
ALIMENTATION MIN:

1,050,000 / 307.65

OUTPUT:

882,000 / 258.43

ORIFICE/  
ORIFICE:

4 TAP 34 / 0.1110

BTU/HR  
kW

BTU/HR  
kW

BTU/HR  
kW

DMS/  
mm

CATEGORY I  
ANS Z21.10.3-2001  
NAT'L BRD.# 8211

ELECTRICAL RATING/PUISSANCE ELECTRIQUE NOMINALE: 120V/PH/60 HZ  
MAXIMUM AMPS./AMP. MAXI: 12A

FOR INSTALLATION ON COMBUSTIBLE FLOORS.  
POUR L'INSTALLATION SUR LES PLANCHERS COMBUSTIBLES.

MINIMUM CLEARANCES TO COMBUSTIBLE MATERIALS:  
ECARTEMENT MINIMAL DE MATIERES COMBUSTIBLES:

RIGHT AND LEFT SIDE/  
COTE DROIT ET GAUCHE:

24/609.6

IN/  
mm

REAR/  
ARRIERE:

24/609.6

IN/  
mm

JACKET TOP TO CEILING:  
DESSUS DE CHEMISE  
AU PLAFOND

24/609.6

IN/  
mm

VENT:  
EVENT:

6/152.4

IN/  
mm

82-0054F

























**RBI**  
RADIANT HEATERS

**DOMINATOR**

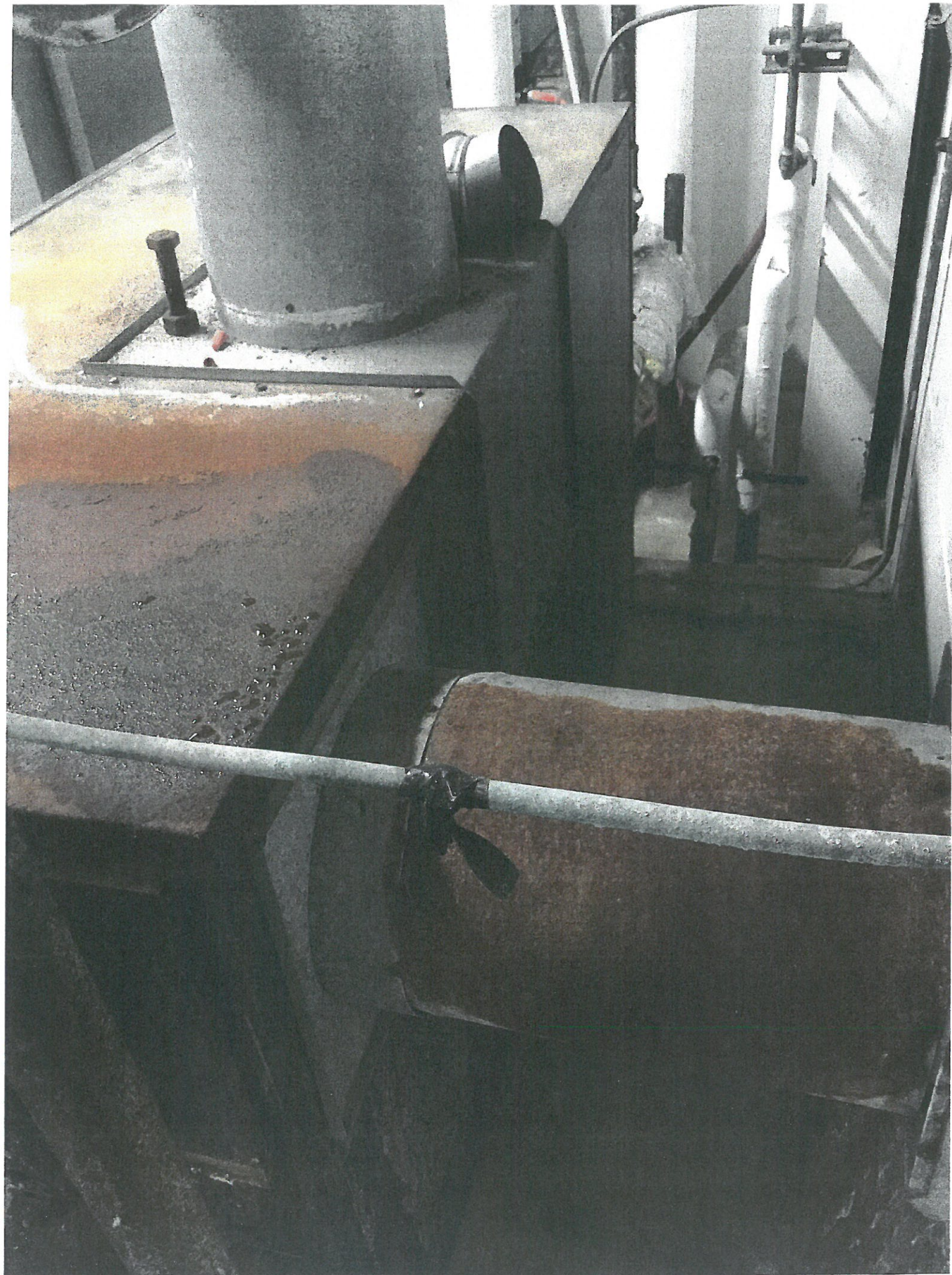
CONTROL PANEL  
ON/OFF  
TEMP. CONTROL  
FAN SPEED  
PRESSURE

SAFETY  
STOP

SAFETY  
STOP

↑↑







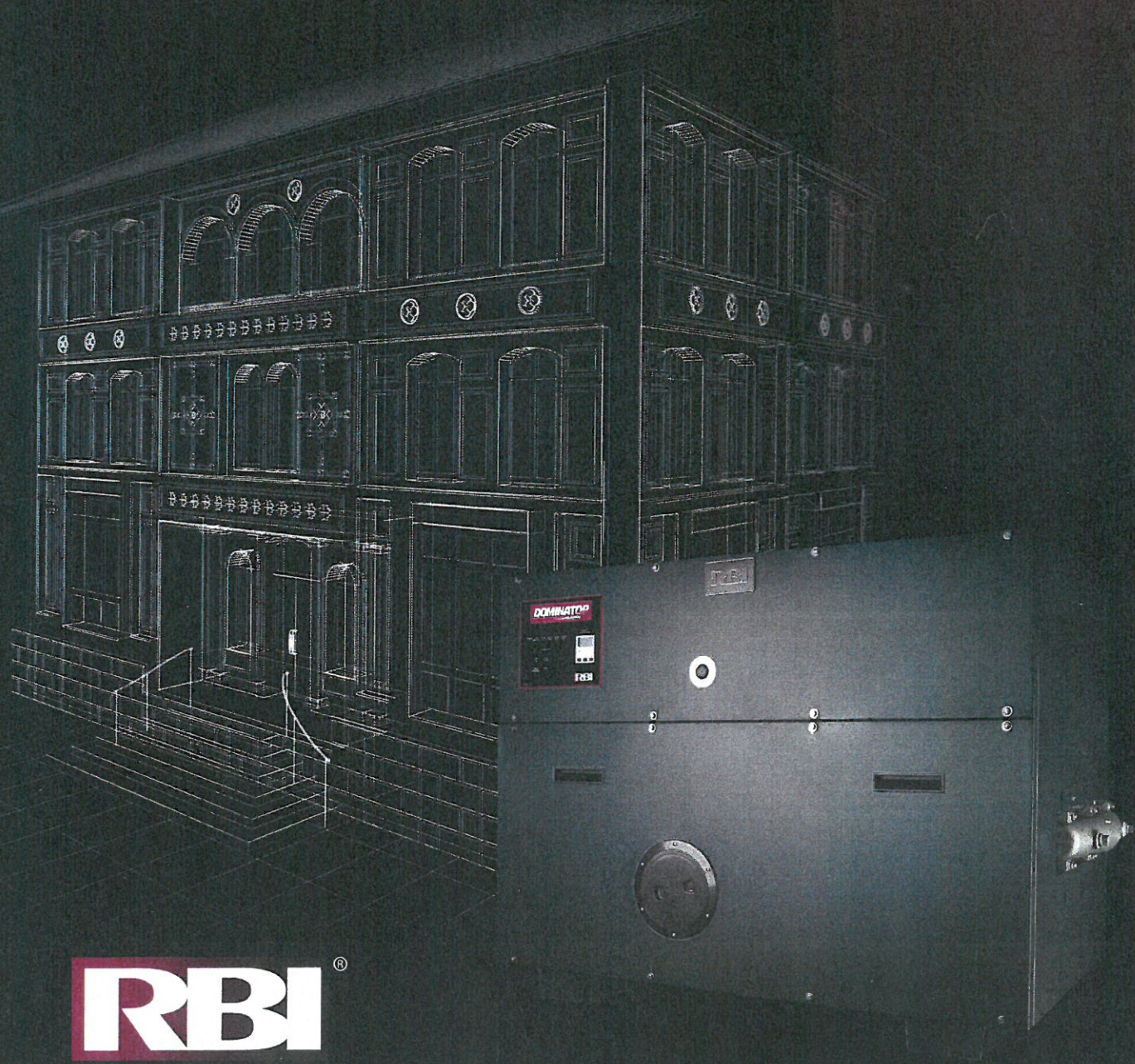




# DOMINATOR

SERIES

## Domestic Hot Water Heaters and Boilers



**RBI**®



# DOMINATOR<sup>®</sup>

## SERIES

## High Performance Boilers and Water Heaters

The Dominator<sup>®</sup> Series from RBI offers superior performance and serviceability in a near-condensing high efficiency, multi-stage boiler. At the heart of the unit is a sealed combustion chamber that provides the flexibility of using outside air or mechanical room air for combustion. The chamber design, with fan-assist, multi-speed blowers and state-of-the-art staging control, offers high efficiency staged firing in a compact package and virtually eliminates heat loss. The Dominator incorporates all the latest technological advances that engineers, contractors, and building owners look for when specifying boilers and water heaters.

### Standard Equipment

- Finned Copper Tube Heat Exchanger – Two-Pass
- Mounted & Wired Flow Switch
- FM Compliant Gas Train
- Sealed Combustion Chamber
- Mounted ASME Relief Valve
- Pump Delay Control
- Factory Fired Tested
- Barometric Damper – Category 1

### Dependable, Efficient Performance

- Up to 85% Efficient
- Uginox Alloy Stainless Steel Burners
- Bronze Headers – Water Heaters
- Cast Iron Headers – Boilers
- 2 or 4-Stage Firing Modes (300 On/Off Only)
- Category I & III Venting



Dominator Series boilers and water heaters are also available with appealing, corrosion-resistant, brushed stainless steel jacket. Ideal for outdoor and indoor installation in corrosive or harsh environments such as coastal areas and processing applications requiring wash down.

### Easy to Install and Service

- Slide-Out Heat Exchanger
- Side Intake, All Sizes
- Rear Intake, Sizes 750-2100
- Stackable Frame (Seismic Approval up to Zone 4)
- Field Reversible Headers
- Low Voltage Controls
- Direct Vent (up to 35' Equivalent)

### Optional Features

- Cupro-Nickel Finned Tubes
- Outdoor Installation
- Stainless Steel Jacket
- Freeze Protection Package
- Thru-Wall Venting
- CSD-1 Compliant Gas Train and Controls

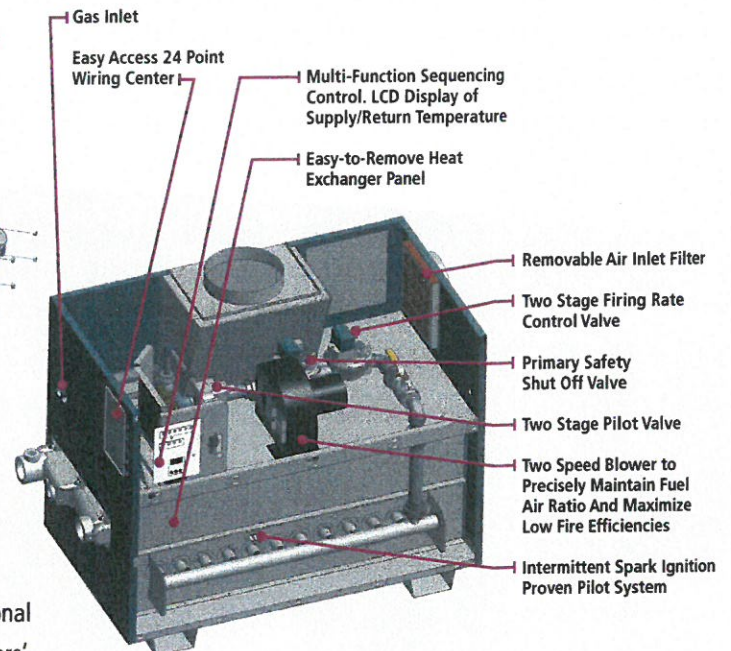
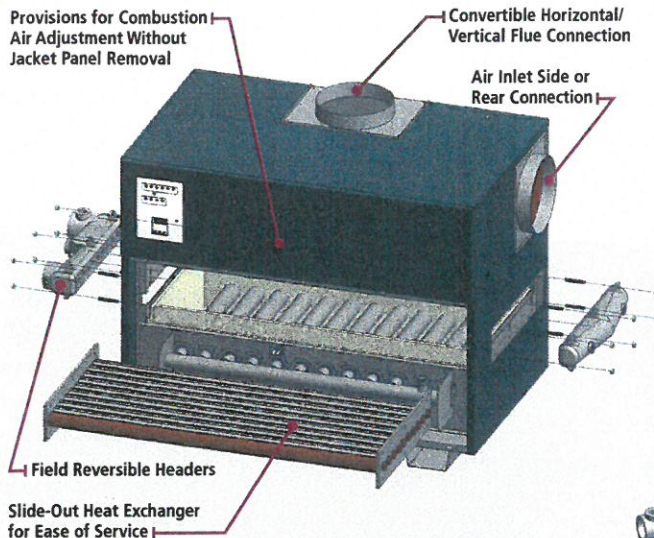
## Load Matching Staged Firing

Unlike most non-condensing units that are limited to only two-stage firing, the Dominator provides up to four-stages of firing, allowing the boiler/water heater to more closely match the heating load. The Dominator utilizes the most advanced Proportional Integral Derivative (P.I.D.) sequencing control on the market to accurately control the staging of the units. The control has six modes of operation that can be field set, with built-in standard features that are options on most competitive units. These standard features include outdoor reset and pump delay on temperature differential between the supply and return temperatures of the unit.



\*Pool heater applications available in non-U.S. markets only.





## Proven Pilot Ignition System

The unique pilot ignition is safer and more reliable than traditional hot surface systems (HSI) commonly used on other manufacturers' equipment. The system employs a burner tube as a pilot. Gas is injected into a single burner and ignited by spark. A flame rod then monitors the pilot tube flame. Once the pilot is proven the main gas valves are powered and the remaining burner tubes are safely lit. This proven system offers greater dependability and is superior to fragile HSI systems that can require frequent replacement.

## "Smart Service" Design

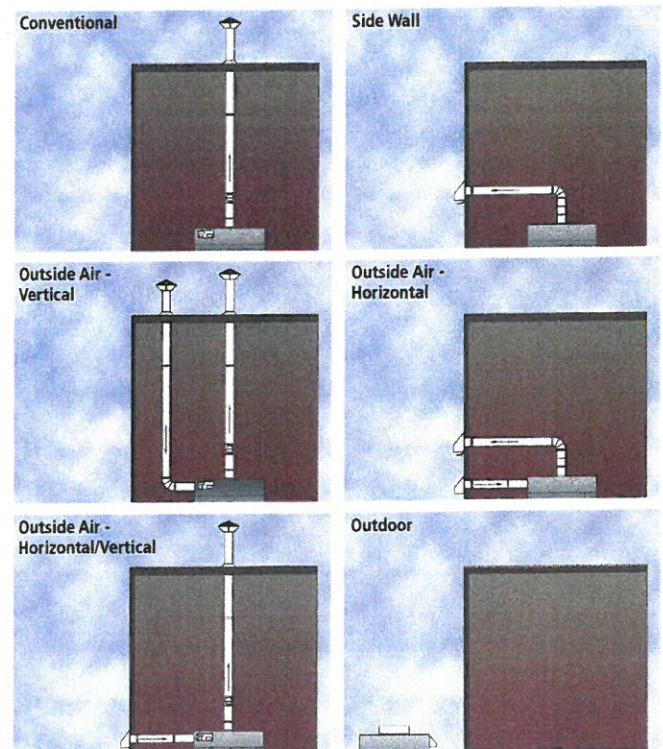
Ease of installation and service are trademarks of all RBI water heaters and boilers. Critical components are fully accessible to make short work of service and maintenance calls. The Dominator is the only sealed combustion chamber boiler/water heater with time-saving service features including a slide-out control cabinet for easy access to wiring and a slide-out heat exchanger for less time-consuming service and repair. And the Dominator is only 29.5" wide to fit easily through standard doorways.

## Quality Construction for Dependable Performance

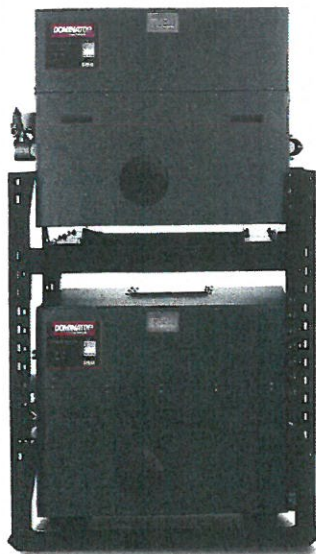
The Dominator features a robust, compact design using the best materials for more dependable performance. Quality components include stainless steel burner tubes and solid bronze headers on water heaters. The Dominator's design requires fewer blowers and gas valves to achieve staged firing. Fewer components mean reduced complexity, easier maintenance and service, and reduced likelihood of breakdown.

## Wide Variety of Venting Options

The Dominator provides added flexibility and ease of installation with multiple venting options and configurations. The sealed combustion chamber minimizes heat loss and requires less clearance from combustible walls.

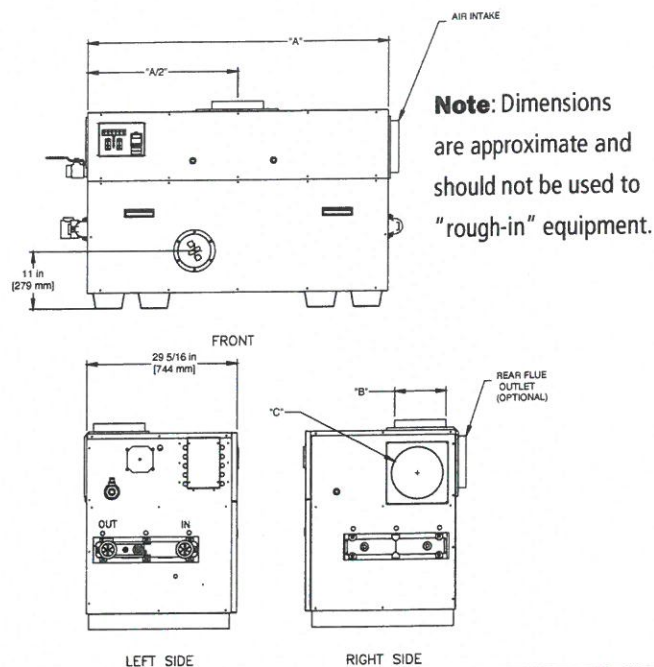






## Rack and Stack

The Dominator offers greater flexibility and ease of installation in a space-saving design that leaves more elbowroom in the mechanical room. A rugged frame and stackable design allow you to install two units in the space of one small footprint.



### Models

DB = Boiler

DW = Water Heater

Dominator Series — Dimensions and Ratings*												
Size	Input		Boiler Output		Overall Length Dim. A		Flue Vent Dim. B		Ducted Air Dim. C		Shipping Weight	
	MBH	kW	MBH	kW	In.	mm	In.	mm	In.	mm	lbs.	kgs.
300	300	88	251	73	22-1/8	562	6	152	6	152	512	232
400	399	117	339	99	28-5/8	727	6	152	6	152	585	265
600	600	176	510	149	35-1/8	892	7	178	8	203	625	284
750	750	220	638	187	41-5/8	1,057	8	203	8	203	710	322
900	900	264	765	224	48-1/8	1,222	10	254	10	254	800	363
1050	1,050	308	893	262	58-3/8	1,483	10	254	10	254	915	415
1350	1,350	396	1,148	336	71-3/8	1,813	12	305	12	305	975	442
1500	1,500	440	1,275	374	77-7/8	1,978	14**	356	12	305	1,015	460
1950	1,950	572	1,658	486	97-3/8	2,473	14**	356	12	305	1,285	583
2100	2,100	616	1,785	523	103-7/8	2,638	14**	356	12	305	1,300	590

\* Ratings reflect boilers only. For boiler efficiency information please visit [www.ahridirectory.org](http://www.ahridirectory.org).

\*\* 14" oval to round transition piece.

Dominator Series Boilers — Temperature Rise/Pressure Drop																				
Size	15°F				8.3°C				20°F				11.1°C				25°F			
	Flow Rate		Pres Drop		Flow Rate		Pres Drop		Flow Rate		Pres Drop		Flow Rate		Pres Drop		Flow Rate		Pres Drop	
	GPM	Ft	ΔL/s	kPa	GPM	Ft	ΔL/s	kPa	GPM	Ft	ΔL/s	kPa	GPM	Ft	ΔL/s	kPa	GPM	Ft	ΔL/s	kPa
300	33.4	0.21	2.1	0.6	25.1	0.12	1.6	0.4	20.0	0.08	1.3	0.2	-	-	-	-	-	-	-	-
400	45.4	0.49	2.9	1.5	34.0	0.29	2.1	0.9	27.2	0.19	1.7	0.6	-	-	-	-	-	-	-	-
600	68.1	1.30	4.3	3.8	51.1	0.76	3.2	2.3	40.8	0.51	2.6	1.5	34.0	0.36	2.1	1.1	-	-	-	-
750	85.1	2.35	5.4	6.9	63.8	1.38	4.0	4.1	51.0	0.91	3.2	2.7	42.6	0.65	2.7	1.9	36.5	0.49	2.3	1.4
900	102.1	3.84	6.4	11.3	76.6	2.25	4.8	6.6	61.3	1.49	3.9	4.4	51.1	1.06	3.2	3.1	43.8	0.80	2.8	2.4
1050	119.1†	6.23	7.5	18.4	89.4	3.66	5.6	10.8	71.5	2.42	4.5	7.1	59.6	1.73	3.8	5.1	51.1	1.30	3.2	3.8
1350	-	-	-	-	114.9†	7.17	7.2	21.1	91.9	4.74	5.8	14.0	76.6	3.38	4.8	10.0	65.6	2.54	4.1	7.5
1500	-	-	-	-	-	-	-	-	102.1	6.31	6.4	18.6	85.1	4.50	5.4	13.3	72.9	3.38	4.6	10.0
1950	-	-	-	-	-	-	-	-	-	-	-	-	110.6†	9.20	7.0	27.1	94.8	6.91	6.0	20.4
2100	-	-	-	-	-	-	-	-	-	-	-	-	119.1†	11.27	7.5	33.2	102.1	8.47	6.4	25.0

† Flow exceeds recommended maximum use a greater temperature rise or consult manufacturer. Cupro-nickel heat exchanger should be considered.

Dominator Series Water Heaters — Hourly Recovery Capacity ΔT (GPH & LPH)***													
Size	40°F	22°C	60°F	33°C	80°F	44°C	100°F	56°C	120°F	67°C	140°F	78°C	
300	723	2,733	482	1,822	361	1,366	289	1,093	241	911	207	781	
400 <sup>1</sup>	1,018	3,853	679	2,569	509	1,927	407	1,541	339	1,284	291	1,101	
600	1,486	5,616	990	3,744	743	2,808	594	2,246	495	1,872	424	1,604	
750	1,857	7,019	1,238	4,680	928	3,510	743	2,808	619	2,340	531	2,006	
900	2,228	8,423	1,486	5,616	1,114	4,212	891	3,369	743	2,808	637	2,407	
1050	2,597	9,815	1,731	6,544	1,298	4,908	1,039	3,926	866	3,272	742	2,804	
1350	3,339	12,620	2,226	8,413	1,669	6,310	1,335	5,048	1,113	4,207	954	3,606	
1500	3,709	14,022	2,473	9,348	1,855	7,011	1,484	5,609	1,236	4,674	1,060	4,006	
1950	4,816	18,206	3,211	12,138	2,408	9,103	1,927	7,283	1,605	6,069	1,376	5,202	
2100	5,187	19,607	3,458	13,071	2,593	9,803	2,075	7,843	1,729	6,536	1,482	5,602	

<sup>1</sup> Model 400 water heater not available for sale in the U.S. market due to DOE regulations.

\*\*\* For water heater efficiency information please visit [www.ahridirectory.org](http://www.ahridirectory.org).



260 North Elm Street, Westfield, MA 01085  
Tel. (413) 568-9571 Fax (413) 568-9613  
[www.rbiwaterheaters.com](http://www.rbiwaterheaters.com)

7555 Tranmere Drive, Mississauga, Ontario L5S 1L4  
Tel. (905) 670-5888 Fax (905) 670-5782



In the interest of product improvement, RBI reserves the right to make changes without notice.

**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**February 20, 2018**DESCRIPTION:**Consideration of a Resolution Establishing Guidelines and Procedures for the 2018 Senior / Disabled Grass Cutting Program**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**☐*Financially Sound Village*☒*Enrich the lives of Residents**X**Quality Customer Oriented Services**Major Business/Corporate Center**Safe and Beautiful Village**Vibrant Major Corridors***COMMITTEE ACTION:**

COW

**DATE:**

February 20, 2018

**BACKGROUND:**

The Village President and Board of Trustees have determined that a significant public interest is served by establishing a program to provide grass cutting services to residents that are elderly or disabled and have no one else within their household to perform such task.

It is the desire of the Village President and Board of Trustees to implement the Program and promulgate general guidelines and establish certain procedures for the fair and effective implementation of the Program.

**KEY ISSUES:**

The program guidelines have been established based off an existing program in Franklin Park as well as discussions with the Village President. The Franklin Park program is only offered to disabled residents. The Bensenville Program will be opened up to disabled and senior residents (similar to the snow plowing program). Franklin Park only offers grass cutting and hardscape blowing. The Bensenville Program tentatively will include grass cutting, hardscape blowing, a Spring cleanup, and bagging in the month of October (due to leaves). The Bensenville Program will also provide a la carte options for edging and weekly bagging for an additional charge. A summary of the differences between the two programs and proposed costs are as follows:

Service	Franklin Park	Bensenville
Grass Cutting	Yes	Yes
Blow hardscape of grass clippings	Yes	Yes
Bag grass clippings (spring cleanup and October due to leaves)	No	Yes
Edge hardscape	No	Add \$2.50
Bag grass clippings	No	Add \$2.50
Cost to resident	\$7.00	\$7.50 + \$2.50/add
Cost to Village (contractor cost)	\$15.00	\$15.00 + \$5.00/add
Village subsidy	\$8.00	\$7.50 + \$2.50/add

Program guidelines have been established for the program and are attached to the proposed Resolution as Exhibit A.

**ALTERNATIVES:**

Discretion of the Committee.

Looking for direction from the Committee on concurrence and/or other options for the program.

**RECOMMENDATION:**

Staff recommends approval of the Resolution.

**BUDGET IMPACT:**

The Senior / Disabled Grass Cutting Program will be subsidized by the Village. The program is setup to be a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of cuttings for the season.

**ACTION REQUIRED:**



**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
RES - 2018 Senior / Disabled Grass Cutting Program	2/15/2018	Resolution Letter
EXHIBIT A - Guidelines for 2018 Grass Cutting Program	2/15/2018	Backup Material
Application	2/15/2018	Cover Memo

## **RESOLUTION NO.**

### **ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2018 SENIOR / DISABLED GRASS CUTTING PROGRAM**

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

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

WHEREAS the Village President and Board of Trustees of the Village of Bensenville (the “*Corporate Authorities*”) have determined that a significant public interest is served by establishing a program to provide grass cutting services to residents that are elderly or disabled and have no one else within their household to perform such task (the “*Program*”), and

WHEREAS it is the desire of the Corporate Authorities to implement the Program and promulgate general guidelines and establish certain procedures for the fair and effective implementation of the Program, a copy of which is attached hereto and made a part hereof, as Exhibit A.

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

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

SECTION TWO: The Corporate Authorities hereby authorize the Program and approve the criteria enumerated in Exhibit A to create and implement the Program, with such necessary changes as authorized by the Village President, Village Manager, or Director of Public Works to effectively operate the Program.

SECTION THREE: The Director of Public Works is hereby further authorized to obtain proposals and prepare such necessary agreements to contract for grass cutting, in accordance with the Program criteria herein contemplated, and present same to the Board of Trustees for final approval.

SECTION FOUR: The officers and employees of the Village are hereby authorized and directed to take any and all such actions as is required to enact the Program and carry out its intent and purpose.

SECTION FIVE: If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

SECTION SIX: All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION SEVEN: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 20, 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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

**VILLAGE OF BENSENVILLE**  
**2018 GRASS CUTTING PROGRAM CRITERIA AND REQUIREMENTS**

**QUALIFICATIONS:**

1. Resident(s) must be 65 years or older or disabled/handicapped and there is no one else in the household that can cut the grass.
2. Each household resident must provide documentation of ownership and senior status (via copy of latest property tax bill) and/or demonstrate disability status (via Secretary of State License Disability Placard or registration of disability with the Illinois Department of Aging).
3. Each household, regardless of age, disability, handicap or medical condition of any individual resident in the same household must demonstrate a combined income of \$55,000.00 or less to participate in the Program. Qualifying households may be asked to provide proof of income documentation, as determined acceptable by the Village.

**TERMS:**

An application must be completed and signed on an annual basis, to enroll in the program. The application is to be mailed or delivered to the Department of Public Works, 717 E. Jefferson Street, Bensenville, IL 60106, and Attention: Director of Public Works.

1. The Department will review the application and accompanying documentation and determine if the applicant qualifies for the program.
2. The following service will be provided to an applicant upon completion of the application and approval by the Department:
  - Lawn will be cut as needed, as determined by the Village, weather permitting, but in no event will the lawn be cut more than once per week. Cutting will begin no earlier than April 9, 2018, and continue through the last week of October. The intent of the program is to cut the grass weekly. The Village, at its own discretion, may chose to change the frequency of the cutting due to weather.
  - Hardscapes (sidewalk, driveway, patios, etc.) will be power blown of excess grass clippings.
  - A Spring Cleanup will be performed the first week of service and will include a general cleaning of the yard and bagging/disposal of all accumulated materials.
  - During the month of October, the contractor will bag clippings and accumulated leaves and dispose of said material.
  - A monthly bill will be sent to you from the Village' Finance Department. The charge is \$7.50 per cut. In the event payment is not received within thirty (30) days of the date of the invoice, the applicant hereby authorizes and agrees that the Village shall have the unilateral right to add the delinquent amount due to the water bill for the property and has

the further right to disqualify the applicant and property from the program and discontinue future service.

- Additional service of edging (weed whipping) of hardscape along the yard is available at an extra charge of \$2.50 per cut. This option must be chosen for the full season.
- Additional service of bagging and disposal of clippings available at an extra charge of \$2.50 per cut. This option must be chosen for the full season.

3. The applicant agrees to the following:

- The lawn must be free of all feces. The Village and/or their contractor reserves the right to not perform grass cutting services due to feces on the lawn. If the service is not performed in two consecutive weeks due to feces, the applicant will be terminated from the program.
- The basic program does not include:
  - a. Fertilizing the grass.
  - b. Edging.
  - c. Bagging.
  - d. Trimming the bushes, trees or other plants.
  - e. Watering the grass, plants, bushes, trees, etc.

4. The applicant may withdraw from the program by providing the Department with written notice. Such notice shall include a specific withdrawal date which shall not be less than seven (7) days from the date the notice is received by the Village. The applicant shall pay the Village for any services rendered prior to the withdrawal date.
5. The Village may terminate, suspend or close the enrollment period for the program, at anytime.
6. The Village may limit the number of participants in the program. In such case, space in the program will be filled on a first come, first serve basis. Completed applications must be received by the Department.
7. If there are any issues with service for a particular event, the Village requires the resident(s) to call the Village promptly after each snow removal. This will alleviate any discrepancies between resident and contractor for billing purposes.
8. The applicant hereby agree to hold the Village, its officers, officials, employees, contractors and agents harmless for any damage or loss to the property, which arises directly or indirectly from the Village's grass cutting program.



VILLAGE OF BENSENVILLE  
2018 SENIOR / DISABLED GRASS CUTTING PROGRAM  
APPLICATION

Name \_\_\_\_\_

Street Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Reason for Application (please check all that apply)

\_\_\_\_\_ I am 65 years of age or older, own the property, have no household member able to cut my grass, and my household income is under \$55,000 per year; or

\_\_\_\_\_ I am under age 65, disabled, own my property, have no other household member able to cut my grass and my household income is under \$55,000 per year; and

\_\_\_\_\_ I have enclosed a copy of my most recent property tax bill indicating ownership and senior status (exemption); or

\_\_\_\_\_ I have enclosed a copy of Secretary of State License Disability Placard or registration of disability through Social Security.

Please list ALL household member(s) and their birthdays – include yourself.

Household Member Name

Birth Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Services: (Please check all that apply)

[ ] Basic Grass Cutting Program - \$7.50 per cut.

[ ] Optional – Edging of hardscape (driveway, sidewalk, patio, etc.) - \$2.50 per cut.

[ ] Optional – Bagging and disposal of grass clippings - \$2.50 per cut.

Checklist: (Please **initial** all that apply)

[ ] I have read, understand, and accept the Program Guidelines.

[ ] I understand that my lawn must be free of all feces or the contractor will not provide service.

[ ] I understand that I will be billed for the services selected above on a monthly basis.

[ ] I understand that the Village may terminate my service if I violate any of the guidelines presented.

The resident(s) hereby release and hold the Village, its officers, officials, employees and contractors harmless for any damage to property or other liability which arises directly or indirectly from the Village's snow removal program. The resident(s) hereby release and hold the Village, its officers, officials, employees, attorneys and contractors harmless for any injuries or liabilities sustained by the resident(s) or others caused, directly or indirectly by the removal or non-removal of any snow or ice from the resident(s)'s property.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**TYPE:**Informational**SUBMITTED BY:**S. Viger**DEPARTMENT:**Community & Economic  
Development Department**DATE:**02.20.18**DESCRIPTION:**

Discussion: Staff is seeking direction on a potential Ordinance requiring property owners to shovel snow from the public sidewalk abutting their property.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>

Financially Sound Village  
Quality Customer Oriented Services  
Safe and Beautiful Village

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>

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

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**COMMITTEE ACTION:**

Discussion at the COW.

**DATE:**02.20.18

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**BACKGROUND:**

1. The staff has received comments from citizens regarding various property owners that do not remove snow from public sidewalks abutting their property.
2. We have received these comments in regards to both commercial and residential properties.
3. Our downtown may warrant special consideration.
4. Some municipalities have such an Ordinance.

**KEY ISSUES:**

1. Should the Village require the removal of snow.
2. Should both residential and commercial properties be covered.
3. Should a special taxing district ("SSA") be established to fund the snow removal in the downtown.
4. Would a Public Information campaign/effort resolve the problem.

**ALTERNATIVES:**

Discretion of the Committee.

**RECOMMENDATION:**

Staff is seeking input from the Committee.

**BUDGET IMPACT:**

N/A

**ACTION REQUIRED:**

Staff is seeking direction from the elected officials on this policy issue.