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 March 19, 2019

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

V. APPROVAL OF MINUTES

1. *February 19, 2019 Committee of the Whole Meeting Minutes*

VI. **REPORTS OF VILLAGE DEPARTMENTS**

A. Administration

1. *Consideration of a Resolution Approving Participation of Certain Elected Officials in the Illinois Municipal Retirement Fund*

B. Community and Economic Development

1. *Consideration of a Variance to Allow an Electronic Message Center Sign at 550 N IL Route 83*

2. *Consideration a Resolution Approving the Adoption of the 2019 Bensenville Zoning Map*

C. Finance – No Report

D. Police Department – No Report

E. Public Works

1. *Consideration of a Resolution Authorizing the Award of a Contract for the 2019 Sanitary Sewer Lining Project contract to Hoerr Construction, Inc in the Amount of $187,353.23*

2. *Consideration of a Resolution Authorizing the Award of a Construction Contract for the 2019 Village Water Main Replacement Project to Bolder Contractors, Inc. in*

the Amount of $1,560,477.80

3. *Consideration of a Resolution Authorizing a Professional Service Agreement Extension for 2019 with TekLab Inc. for Wastewater Sampling & Analysis Services in the Not-to-Exceed Amount of $67,000*

4. *Consideration of a Resolution Authorizing the Execution of a Contract with St. Aubin Nursery & Landscaping, Inc. for the 2019 Tree Purchase and Delivery in the Not-to-Exceed Amount of $32,400*

5. *Consideration of a Resolution Authorizing the Execution of a Purchase Order to KSA Lighting Inc. in the not-to-exceed amount of $30,000*

F. Recreation

1. *Consideration of a Resolution Authorizing the Execution of an Agreement and Purchase Order with Diversified Audio Group for Lighting and Sound for the 2019 Music in the Park Series in the Not-to-Exceed Amount of $17,100.00*

2. *Consideration of a Resolution Authorizing the Execution of an Agreement and Purchase Order with American Mobile Staging in the Not-to-Exceed Amount of $17,450.00 for the Staging for the 2019 Music in the Park Concert Series*

VII. INFORMATIONAL ITEMS

VIII. UNFINISHED BUSINESS

IX. EXECUTIVE SESSION

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

X. ADJOURNMENT

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Minutes	Corey Williamsen	Village Clerk's Office	March 19, 2019

DESCRIPTION:
February 19, 2019 Committee of the Whole Meeting Minutes

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

COMMITTEE ACTION: **DATE:**

BACKGROUND:

KEY ISSUES:

ALTERNATIVES:

RECOMMENDATION:

BUDGET IMPACT:

ACTION REQUIRED:

ATTACHMENTS:

Description	Upload Date	Type
DRAFT_190219_COW	3/12/2019	Cover Memo

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

MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE
February 19, 2019

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

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

President DeSimone, Carmona, Franz, Jaworska, Lomax, Panicola, Perez

Absent: None

A quorum was present.

Staff Present: E. Summers, J. Caracci, T. Finner, D. Schulze A. Sumner, A. Thakkar, S. Viger, C. Williamsen

Public Comment: There was no Public Comment.

Approval of Minutes: The January 15, 2019 Committee of the Whole Meeting minutes were presented.

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

All were in favor. Motion carried.

AVI Systems Agreement: Village Manager, Evan Summers, presented a Resolution Approving a Retail Sale Agreement Between the Village of Bensenville and AVI Systems, Inc. for the Purchase and Installation of Cameras as Part of the Village Board Room System Upgrade in the Amount of $24,196.00.

There were no questions from the Committee.

DRAFT

Motion: Trustee Panicola 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.

White Pines Overlay District: Village Manager, Evan Summers, presented an Ordinance Approving a Text Amendment to the Village Code for a White Pines Neighborhood Overlay.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

Annexation of 4N401 & 4N360 Hawthorne: Village Manager, Evan Summers, presented an Ordinance to Approve the Annexation of 4N401 Hawthorne Avenue (Parcel number: 03-23-303-001) and 4N360 Hawthorne Avenue (Parcel number: 03-23-303-012).

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 Jaworska seconded the motion.

All were in favor. Motion Carried.

4N401 Hawthorne Annexation Agreement: Village Manager, Evan Summers, presented an Ordinance Approving the Annexation Agreement for 4N401 Hawthorne.

There were no questions from the Committee.

DRAFT

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

All were in favor. Motion Carried.

4N360 Hawthorne Annexation Agreement: Village Manager, Evan Summers, presented an Ordinance Approving the Annexation Agreement for 4N360 Hawthorne.

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 Lomax seconded the motion.

All were in favor. Motion Carried.

4N371 Hawthorne Annexation: Village Manager, Evan Summers, presented an Ordinance Annexing 4N371 Hawthorne into the Village of Bensenville.

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 Carmona seconded the motion.

All were in favor. Motion Carried.

4N240 Church Rd. Annexation Agreement: Village Manager, Evan Summers, presented an Ordinance Approving the Annexation Agreement for 4N240 Church Rd.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

DRAFT

4N252 Church Rd. Annexation Agreement: Village Manager, Evan Summers, presented an Ordinance Approving the Annexation Agreement for 4N252 Church Rd.

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 Jaworska seconded the motion.

All were in favor. Motion Carried.

4N323 Hawthorne Annexation Agreement: Village Manager, Evan Summers, presented an Ordinance Approving the Annexation Agreement for 4N323 Hawthorne.

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.

4N324 Church Rd. Annexation Agreement: Village Manager, Evan Summers, presented an Ordinance Approving the Annexation Agreement for 4N324 Church Rd.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

DRAFT

4N385 Hawthorne Annexation Agreement: Village Manager, Evan Summers, presented an Ordinance Approving the Annexation Agreement for 4N385 Hawthorne.

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 Perez seconded the motion.

All were in favor. Motion Carried.

4N386 Church Rd. Annexation Agreement: Village Manager, Evan Summers, presented an Ordinance Approving the Annexation Agreement for 4N386 Church Rd.

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 Jaworska seconded the motion.

All were in favor. Motion Carried.

16W603 White Pine Rd. Annexation Agreement: Village Manager, Evan Summers, presented an Ordinance Approving the Annexation Agreement for 16W603 White Pine Rd.

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.

227 W. Grand Ave: Village Manager, Evan Summers, presented an Ordinance Approving a Special Use Permit to allow a Daycare Center at 227 W Grand Ave.

DRAFT

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.

6N164 Spruce Ave. Annexation: Village Manager, Evan Summers, presented Ordinances Approving an Annexation, Map Amendment and Variance to Allow a Single Family Home at 6N164 Spruce Ave.

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 Panicola seconded the motion.

All were in favor. Motion Carried.

1011 Sesame St.: Village Manager, Evan Summers, presented a Resolution Supporting the Granting of a Cook County Class 6(b) Real Estate Tax Incentive for Certain Property Commonly Known as 1011 Sesame Street.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

Amending 4-3-12: Village Manager, Evan Summers, presented an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending the Bensenville Village Code to Modify the Penalties for Offenses Concerning Cannabis and Drug Paraphernalia.

There were no questions from the Committee.

DRAFT

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.

Amending 3-3-5: Village Manager, Evan Summers, presented an Ordinance Amending Section 3-3-5 of the Bensenville Village Code Increasing the Number of Class F Liquor Licenses from Two to Three.

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.

Civiltech Agreement: Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of an Engineering Services Agreement with Civiltech Engineering Inc. for the Downtown Streetscape - South Half Project in the Not-to-Exceed Amount of $198,427.00.

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 Jaworska seconded the motion.

All were in favor. Motion Carried.

LAA IDOT: Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of a Local Agency Agreement (LAA) with IDOT for Grant Funding Associated with the Downtown Streetscape Project – South Half.

There were no questions from the Committee.

DRAFT

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

All were in favor. Motion Carried.

Local Match Fund: Village Manager, Evan Summers, presented a Resolution Appropriating the Required Local Match Funds Including Non-participating Costs in the Total Amount of $1,859,131.00 for the Downtown Streetscape Project - South Half.

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.

Hancock Engineering: Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of a Construction Engineering Services Agreement for the 2019 Water Main Improvements Project with Hancock Engineering Company in the not to exceed amount of $93,652.00.

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 Panicola seconded the motion.

All were in favor. Motion Carried.

491 & 591 Supreme Dr. Groundwater: Village Manager, Evan Summers, presented an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by any Other Method in a Designated Area near 491 and 591 Supreme Drive in the Village of Bensenville, Illinois.

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 Panicola seconded the motion.

All were in favor. Motion Carried.

2019 Vendor List: Village Manager, Evan Summers, presented a Resolution Authorizing the 2019 Approved Vendor List for Village Departments Utilizing Parts, Equipment, and Services.

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 Panicola seconded the motion.

All were in favor. Motion Carried.

Amending 8-3-4: Village Manager, Evan Summers, presented an Ordinance Amending Title 8, Public Ways and Properties, Chapter 3, Public Improvements, Section 4, Bidding on Public Works or Other Public Improvements to Update Bidding Limits.

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.

Standard Equipment Purchase Order: Village Manager, Evan Summers, presented a Resolution Waiving Competitive Bidding and Authorizing a Purchase Order to Standard Equipment Company of Chicago, Illinois, a Sole Source Proprietor, for the Purchase of Sewer Camera Equipment for Envirosight Camera System in the Not-to-Exceed Amount of $25,726.

There were no questions from the Committee.

DRAFT

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

All were in favor. Motion Carried.

HDD Hockey: Village Manager, Evan Summers, presented a Resolution Authorizing a Facility Usage License Agreement with HHD Hockey.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

Legacy Global Sports: Village Manager, Evan Summers, presented a Resolution Authorizing a Facility Usage License Agreement with Legacy Global Sports, Inc.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

200X85 LLC: Village Manager, Evan Summers, presented a Resolution Authorizing a Facility Usage License Agreement with 200 x 85, LLC. for the ChiTown Shuffle.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

DRAFT

AHAI: Village Manager, Evan Summers, presented a Resolution Authorizing an Ice Arena License and Facility Use Agreement with the Amateur Hockey Association of Illinois.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

Planet Hockey: Village Manager, Evan Summers, presented a Resolution Authorizing a Facility Rental Use Agreement with Planet Hockey, Inc.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

AHIHA Hockey: Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of an Ice Arena and Facility Usage License Agreement between the American Hearing Impaired Hockey Association (AHIHA) and the Village of Bensenville.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

Chris Imes Hockey: Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of a Facility Rental Use Agreement with Chris Imes Hockey.

There were no questions from the Committee.

DRAFT

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.

Greg Carter's European Hockey: Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of a Facility Rental Use Agreement with Greg Carter's European Hockey School.

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 Panicola seconded the motion.

All were in favor. Motion Carried.

Wright Construction Amended Agreement: Village Manager, Evan Summers, presented a Resolution to Approve an Amendment to the Standard Form of Agreement Between the Village of Bensenville and Wight Construction Services, Inc.

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.

Unfinished Business: There was no unfinished business.

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

DRAFT

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

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 7:06 p.m.

DRAFT

Corey Williamsen
Deputy Village Clerk
PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ___ day, March 2019

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Amit Thakkar	Village Manager's Office	March 19, 2019

DESCRIPTION:

Consideration of a Resolution Approving Participation of Certain Elected Officials in the Illinois Municipal Retirement Fund

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

COMMITTEE ACTION:	DATE:
COW	March 19, 2019.

BACKGROUND:

Since the new change in the law and policies set forth by IMRF, the Village needs to pass a Resolution in order for certain elected officials to participate in IMRF. Such an elected official must perform Village business for at least a 1,000 hours a year. As of today, the Village President is currently performing duties and spending time in excess of 1,000 hours a year on Village business. As of today, he is qualified to participate in the IMRF as allowed by the law.

KEY ISSUES:

a) An elected official can participate in IMRF if they perform Village business for 1,000 hours or more.
b) Certain Village elected officials would be able to participate in IMRF subject to the approval of the attached Resolution.
c) Currently, the Village President is performing his duties in excess of 1,000 hours a year.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends the approval of the Resolution.

BUDGET IMPACT:

As of today, only the Village President meets the standard. The total Village President remuneration is currently $6,000. As a participant, IMRF members contribute 4.5% of their paycheck. The Village would pay approximately 9% as the IMRF contribution, which will cost Village around $540 annually.

ACTION REQUIRED:

Approve the Resolution Approving Participation of Certain Elected Officials in the Illinois Municipal Retirement Fund.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	3/13/2019	Resolution Letter

RESOLUTION_____

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

WHEREAS, the Village of Bensenville is a participant in the Illinois Municipal Retirement Fund; and

WHEREAS, elected officials may participate in the Illinois Municipal Retirement Fund if they are in positions normally requiring performance of duty for 1,000 hours or more per year; and

WHEREAS, this governing body can determine what the normal annual hourly requirements of its elected officials are, and should make such determination for the guidance and direction of the Board of Trustees of the Illinois Municipal Retirement Fund;

NOW THEREFORE BE IT RESOLVED that the Village Board finds the following elected positions qualify for membership in IMRF.

TITLE OF ELECTED POSITION	DATE POSITION BECAME QUALIFIES
Village President	01/01/2019

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this

_____ day of _____, 2019.

APPROVED

_____

Frank DeSimone, Village President

ATTEST: _____

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Kurtis Pozsgay	CED	03.19.19

DESCRIPTION:
Consideration of a Variance to Allow an Electronic Message Center Sign at 550 N IL Route 83

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
COW	03.19.19

BACKGROUND:

1. The Petitioners are applying for a Variance to install an Electronic Message Center (EMC) sign in an existing monument sign for the BP at 550 N IL Route 83.
2. EMCs must be 1 mile away from another, or a variance is required.
3. There is an EMC at the Thornton'ss across the street.
4. The existing monument sign will not change, other than the addition of the message center to the base.
5. The original monument sign was approved in 2,000 as part of the original BP special use.

KEY ISSUES:

1. The variation request met the approval criteria as documented in the Community Development Commission Motion.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff respectfully recommends the Approval of the Variance for BP with the following conditions:

1. The plans and aesthetics of the sign to be in substantial compliance with the plans submitted by Ahern Signs on 01.15.19;
2. BP is no longer allowed to use temporary signs on premises.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of the Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Aerial & Zoning Maps	2/27/2019	Backup Material
Legal Notice	2/27/2019	Backup Material
Application	2/27/2019	Backup Material
Approval Criteria	2/27/2019	Backup Material

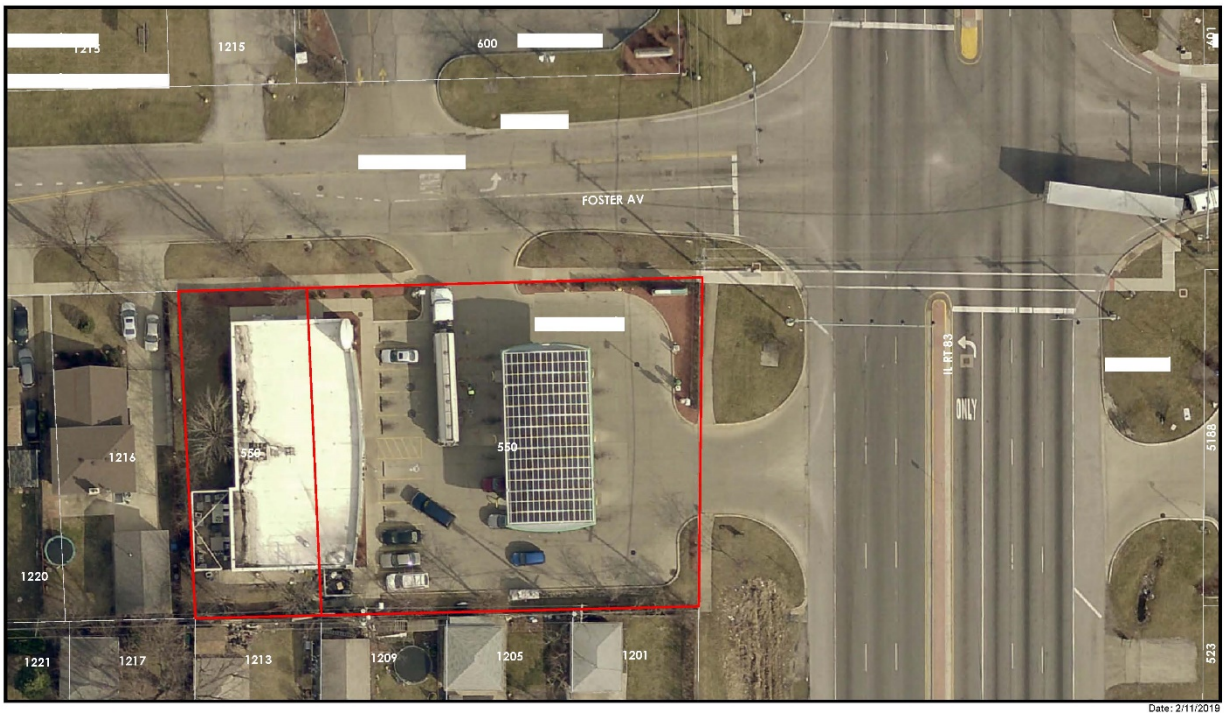
Staff Report	2/27/2019	Executive Summary
Plat of Survey	2/27/2019	Backup Material
Plans	2/27/2019	Backup Material
Draft Ordinance	3/13/2019	Ordinance

CDC#2019 – 03

550 N IL Route 83
BP
Variance, Electronic Message Center Sign
Municipal Code Section 10 – 10 – 5 – 4A – 3.

Village of Bensenville

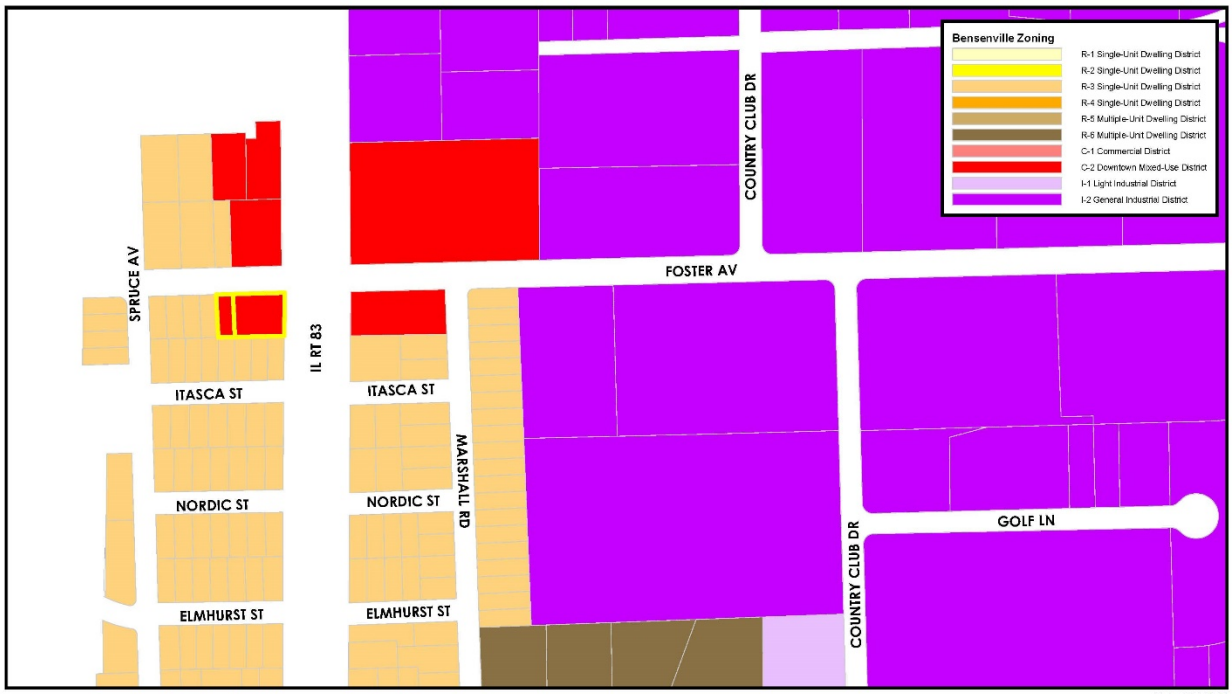
550 N Rt 83



Date: 2/11/2019

Village of Bensenville

Zoning Map



Date: 2/11/2019

LEGAL NOTICE/PUBLIC NOTICE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Tuesday, March 5, 2019 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. 2019 – 03 to consider a request for:

Variance, Electronic Message Center Sign,
Municipal Code Section 10 – 10 – 5 – 4A – 3.

at 550 N IL Route 83 in an existing C – 2 Commercial 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:

PARCEL 1: LOT 1 (EXCEPT THE WEST 255 FEET AS MEASURED ON THE NORTH LINE AND THE SOUTH LINE) IN BLOCK 23 (EXCEPT THAT PART THEREOF DEDICATED TO THE STATE OF ILLINOIS BY INSTRUMENT DATED APRIL 14, 1938 AS DOCUMENT 389979, FOR HIGHWAY) IN THE FIRST ADDITION TO PERCY WILSON'S IRVING PARK MANOR, BEING A SUBDIVISION IN SECTIONS 10, 11, 14 AND 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1926 AS DOCUMENT 213044, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: LOT 5 IN NORTHWOODS RESUBDIVISION OF THE WEST 255 FEET (AS MEASURED ON THE NORTH LINE AND ON THE SOUTH LINE) OF LOT 1 IN BLOCK 23 (EXCEPT THEREFROM THAT PART HERETOFORE DEDICATED FOR HIGHWAY PURPOSES) IN FIRST ADDITION TO PERCY WILSON'S IRVING PARK MANOR, A SUBDIVISION IN SECTIONS 10, 11, 12 AND 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JULY 9, 1962 AS DOCUMENT R62-22393, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 550 N IL Route 83, Bensenville, IL 60106.

Dr Energy Corp. of 550 N IL Route 83, Bensenville, IL 60106 is the owner and Jas. D. Ahern Sign Co. of 3257 S Harding Ave, Chicago, IL 60623 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 March 5, 2019 until 5:00 P.M.

Office of the Village Clerk
Village of Bensenville

TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT
February 14, 2019

RECEIVED
JAN 25 2019
By

For Office Use Only
Date of Submission: _____ MUNIS Account #: 8866 CDC Case #: 2019-03

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 550 N. Rt 83

Property Index Number(s) (PIN): 03-10-421-006

A. PROPERTY OWNER:

Hemant Patel	DR Energy Corp.
Name	Corporation (if applicable)
3257 S. Harding Ave	
Street	
Bensenville	Illinois 60106
City	State Zip Code
Hemant Patel	847-331-1879 bebla33@hotmail.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:_____ Date: 1-16-2019

B. APPLICANT: ☐ Check box if same as owner

William R. Sheehan	Jas. D. Ahern Sign Co.
Name	Corporation (if applicable)
3257 S. Harding Ave	
Street	
Chicago	ILLINOIS 60623
City	State Zip Code
William R. Sheehan	773-254-0717 bsheehan@ahernsigns.com
Contact Person	Telephone Number & Email Address
Sign contractor/installer	
Relationship of Applicant to subject property	

Applicant Signature:_____ Date: 1-16-2019

C. ACTION REQUESTED (Check applicable):
- ☐ Annexation
- ☐ Special 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

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

We are requesting to add (1) one 3' X 8" EMC to the existing sign (on brick base) per the attached drawings

D. PROJECT DATA:

1. General description of the site: Gas Station

2. Acreage of the site: 0.607 Building Size (if applicable): 47' X 73'

3. Is this property within the Village limits? (Check applicable below)
   XX 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:	C-2	Gas Station	Bensenville
North:	"	"	↓
South:	R-3	Residential	↓
East:	C-2	Gas Station	↓
West:	R-3	Residential	↓

E. DEVELOPER'S STAFF (if applicable):

ARCHITECT
Name: Hemant Patel
Telephone:
Email:

ENGINEER:
Name: Hemant Patel
Telephone:
Email:

ATTORNEY
Name: Hemant Patel
Telephone:
Email:

OTHER
Name: Hemant Patel
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."

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

AFFIDAVIT OF OWNERSHIP

I William R. Sheehan the undersigned Affiant, being first duly sworn, on oath states:

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

IN WITNESS WHEREOF, the undersigned has executed this Affidavit of Ownership this 25th day of, January, 2019

Patricia M Bowermaster
Signature

SUBSCRIBED and **SWORN** to before me this 25 day of, January.

Notary Public

OFFICIAL SEAL
PATRICIA M BOWERMASTER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/11/2019

D Municipal Code Section 10-3-3.B Approval Criteria for Variances

1. Special Cirrumstances
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.

2. Hardship or practical Difficulties
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.

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 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.

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 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.

5. Preserves 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.

6. Necessary for Use of Property
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.

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.

8. Consistent with Ordinance and Plan
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.

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.

EJ

Special Circumstances:

We are seeking a variance approval for this site to install one (1) 3' X 8" (EMC) electronic message center. The EMC will create a good competition with an existing EMC which is across the street (Thornton gas station) The EMC will in simple terms assist the gas stations TOGO store which like most others sell goods such as drinks, can foods and miscellaneous personal items. Electronic message centers can not be with in a mile of each other per the village code but having an EMC at this site will give drivers on both sides of RT 83 an option to buy such items needed in their daily routine. The EMC we are proposing will only be on one side of the existing sign because the other side would only attract current customers who would already be on site. Our site also has an attached Subway shop which attracts specific customers to this location not so much to the gas stations TOGO store.

Hardship or practical difficulties:

We seek this EMC because the Thornton gas station across the street on Rt 83 currently has one and both these stations sell the same goods. Currently drivers can see if there are any sales on goods, they (Thornton) have not the ones currently at this site. The Thornton has an unfair advantage having an EMC and drivers can see if any goods are on sale which they made need then they could fill up their cars with gas. Having an EMC will keep the playing field even for these two sites since both

sell gas and goods. Competition is the backbone of a strong economy as it keeps prices low and provides and incentive to improve and innovate your business. Businesses need to keep up with the times as to how to keep the customers coming through the door in the gas station industry, we are seeing a strong influx of electronic message centers being installed to promote the goods which are now inside the gas stations.

Circumstances related to property:

The electronic message center will not disrupt the existing sign or the sign base. We propose the installation of this sign to go on one side of the brick base thus not altering the size of any of the existing signage. We will have to alter the landscaping material (make smaller lower to the ground) so the electronic message center would be easily read by drivers.

Not resulting from applicant action:

The request for this variance approval for the installation of the EMC at this site is not a result of action taken by the applicant or owner of this property it is simply a request to keep up with the times and other properties in the near area and to promote more competition for consumers.

Preserves rights conferred by district:

As mention the Thornton site across the street from our site has an existing electronic message center and we would like to have the same granted for us but not on both side of the sign like the one which the Thornton has.

Necessary for use of property:

We feel this electronic message center could assist the BP and increase the economic return by drawing in more customers for such items with in BPs TOGO store. More customers in the BP TOGO store then there could be more customers wishing to get gas. As you know most people pay for gas outside at the pump but having such information as to sale items and other items in the BP TOGO store would attract more inside foot traffic to a facility which prides itself on cleanliness and its assortment of TOGO items.

Not alter local character:

The electronic message center would not impair environmental quality, property values or public safety in the area, in fact it could bring about more economic value to the site especially in vicinity as people who would otherwise drive to pick up something from a grocery store could walk and get it at the BP TOGO store. The message center would not distract drivers as it is at eye level of drivers and as you are heading south on RT 83 you need to look to the right for any traffic

coming out of Foster Ave. As you look you could see the electronic message center with an item you may need and stop at the BP TOGO shop for your convenience. The only altering which would be done to the site would be putting smaller ground level landscape material in front of the EMC so it would not be difficult to read for oncoming drivers.

Consistent with ordinance and plan:

The electronic message center would not be any bigger than what the ordinance calls for in regards to EMC approvals within the Village of Bensenville. The EMC would be installed on an existing base thus not altering the existing sign or its base.

Minimum variance needed:

We are only asking for one side of this existing sign to have an electronic message center installed and this would assist this site with its competition across the street (Thornton) We feel a strong competition could only boost a strong economy, thus fueling more of an economic value to the Village of Bensenville.

BENSENVILLE
COMMUNITY DEVELOPMENT COMMISION

STAFF REPORT

HEARING DATE: March 5, 2019
CASE #: 2019 – 03
PROPERTY: 550 N IL Route 83
PROPERTY OWNER: Dr Energy Corp.
APPLICANT BP/ Jas. D. Ahern Sign Co.
SITE SIZE: 25,837 SF
UNIT SIZE: 5,100 SF
PIN NUMBERS: 03-10-421-005; 006
ZONING: C – 2 Commercial District
REQUEST: Variance, Electronic Message Center Sign, Municipal Code Section 10 – 10 – 5 – 4A – 3.

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday February 14, 2019. 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 Friday February 15, 2019.
3. On Friday February 15, 2019, 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 Petitioners are applying for a Variance to install an Electronic Message Center Sign in an existing monument sign for the BP at 550 N IL Route 83. The existing monument sign will not change, other than the addition of the message center to the base. The original monument sign was approved in 2000 as part of the original BP special use.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	C – 2	Commercial	Commercial	Village of Bensenville
North	C – 2	Commercial	Commercial	Village of Bensenville
South	R – 3	Residential	Residential	Village of Bensenville
West	R – 3	Residential	Residential	Village of Bensenville
East	C – 2	Commercial	Commercial	Village of Bensenville

DEPARTMENT COMMENTS:

S*UPPORTS 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

Finance:
Account up to date.

Police:
No response.

Engineering and Public Works:
The power for the EMC should come from and remain on private property.

Community & Economic Development**:**
Economic Development:

1) The EMC will allow business to advertise more messages within an existing sign area.
2) Could lead to increase in sales, providing more taxes to the Village.
3) Helps the facility compete with neighboring service stations who already have EMCs installed.

Fire Safety:
No fire safety issues.

Building:
No comments at this time.

Planning:

1) The 2015 Comprehensive Plan indicates "Local Commercial" for this property.
2) Current zoning is C – 2 Commercial District.
3) The Village Zoning Ordinance states that an EMC sign shall not be located within one mile of the property line of a lot containing another EMC.
4) An existing EMC can be found at the Thorntons located at 601 N IL Route 83 across the street from the property, approximately .04 miles from BP's property line.
5) EMC are permitted to be a maximum of 50% of the sign area. The proposed EMC is at 16%.
6) All other features of EMC shall be in compliance with ordinance, particularly section 10-10-2D Illumination.
    a. Internally illuminated electronic message signs are allowed only in accordance with § 10-10-2.D (Illumination).
    b. Electronic message signs are allowed to change their message once every 10 seconds, and the transitions between messages shall be instantaneous.
    c. Electronic message signs shall display static messages that do not contain a light source that flashes, blinks, strobes, travels, chases, rotates, or changes in intensity, brightness, or color.

d. Electronic message signs shall be designed to default to a static display in the event of mechanical failure.

7) In previous approvals of EMC signs, code dictated that an EMC would replace the need for temporary signs and temporary signs were therefor no longer allowed. Although that language did not make it into the new code, staff still believes that should be a condition of approval.

APPROVAL CRITERIA FOR VARIANCES:

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.

   Applicant's Response: We are seeking a variance approval for this site to install one (1)3' X 8" (EMC) electronic message center. The EMC will create a good competition with an existing EMC which is across the street (Thornton gas station) The EMC will in simple terms assist the gas stations TOGO store which like most others sell goods such as drinks, can foods and miscellaneous personal items. Electronic message centers can not be with in a mile of each other per the village code but having an EMC at this site will give drivers on both sides of RT 83 an option to buy such items needed in their daily routine. The EMC we are proposing will only be on one side of the existing sign because the other side would only attract current customers who would already be on site. Our site also has an attached Subway shop which attracts specific customers to this location not so much to the gas stations TOGO store.

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.

   Applicant's Response: We seek this EMC because the Thornton gas station across the street on Rt 83 currently has one and both these stations sell the same goods. Currently drivers can see if there are any sales on goods, they (Thornton) have not the ones currently at this site. The Thornton has an unfair advantage having an EMC and drivers can see if any goods are on sale which they made need then they could fill up their cars with gas. Having an EMC will keep the playing field even for these two sites since both sell gas and goods. Competition is the backbone of a strong economy as it keeps prices low and provides and incentive to improve and innovate your business. Businesses need to keep up with the times as to how to keep the customers coming through the door in the gas station industry, we are seeing a strong influx of electronic message centers being installed to promote the goods which are now inside the gas stations.

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.

Applicant's Response: The electronic message center will not disrupt the existing sign or the sign base. We propose the installation of this sign to go on one side of the brick base thus not altering the size of any of the existing signage. We will have to alter the landscaping material (make smaller lower to the ground) so the electronic message center would be easily read by drivers.

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.

   Applicant's Response: The request for this variance approval for the installation of the EMC at this site is not a result of action taken by the applicant or owner of this property it is simply a request to keep up with the times and other properties in the near area and to promote more competition for consumers.

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.

   Applicant's Response: As mention the Thornton site across the street from our site has an existing electronic message center and we would like to have the same granted for us but not on both side of the sign like the one which the Thornton has.

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.

   Applicant's Response: We feel this electronic message center could assist the BP and increase the economic return by drawing in more customers for such items with in BPs TOGO store. More customers in the BP TOGO store then there could be more customers wishing to get gas. As you know most people pay for gas outside at the pump but having such information as to sale items and other items in the BP TOGO store would attract more inside foot traffic to a facility which prides itself on cleanliness and its assortment of TOGO items.

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.

   Applicant's Response: The electronic message center would not impair environmental quality, property values or public safety in the area, in fact it could bring about more economic value to the site especially in vicinity as people who would otherwise drive to pick up something from a grocery store could walk and get it at the BP TOGO store. The message center would not distract drivers as it is at eye

level of drivers and as you are heading south on RT 83 you need to look to the right for any traffic coming out of Foster Ave. As you look you could see the electronic message center with an item you may need and stop at the BP TOGO shop for your convenience. The only altering which would be done to the site would be putting smaller ground level landscape material in front of the EMC so it would not be difficult to read for oncoming drivers.

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.

   Applicant's Response: The electronic message center would not be any bigger than what the ordinance calls for in regards to EMC approvals within the Village of Bensenville. The EMC would be installed on an existing base thus not altering the existing sign or its base.

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.

   Applicant's Response: We are only asking for one side of this existing sign to have an electronic message center installed and this would assist this site with its competition across the street (Thornton) We feel a strong competition could only boost a strong economy, thus fueling more of an economic value to the Village of Bensenville.

	Meets Criteria	
Variances Approval Criteria	*Yes*	*No*
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 Variance for BP with the following conditions:

1) The plans and aesthetics of the sign to be in substantial compliance with the plans submitted by Ahern Signs on 01.15.19;
2) BP is no longer allowed to use temporary signs on premises.

Respectfully Submitted,
Department of Community
& Economic Development

ALTA/ACSM LAND TITLE SURVEY

NOTES CORRESPONDING TO SCHEDULE B

PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE DATED NOVEMBER 13, 2012 AS ORDER NO. 1401 880012146 D2

(19) BUILDING LINE AS SHOWN ON THE RECORDED PLAT OF NORTHWOODS SUBDIVISION AFFECTS SUBJECT PROPERTY AS SHOWN.

(20) PUBLIC UTILITY EASEMENT AS SHOWN ON THE RECORDED PLAT OF NORTHWOODS SUBDIVISION AFFECTS SUBJECT PROPERTY AS SHOWN.

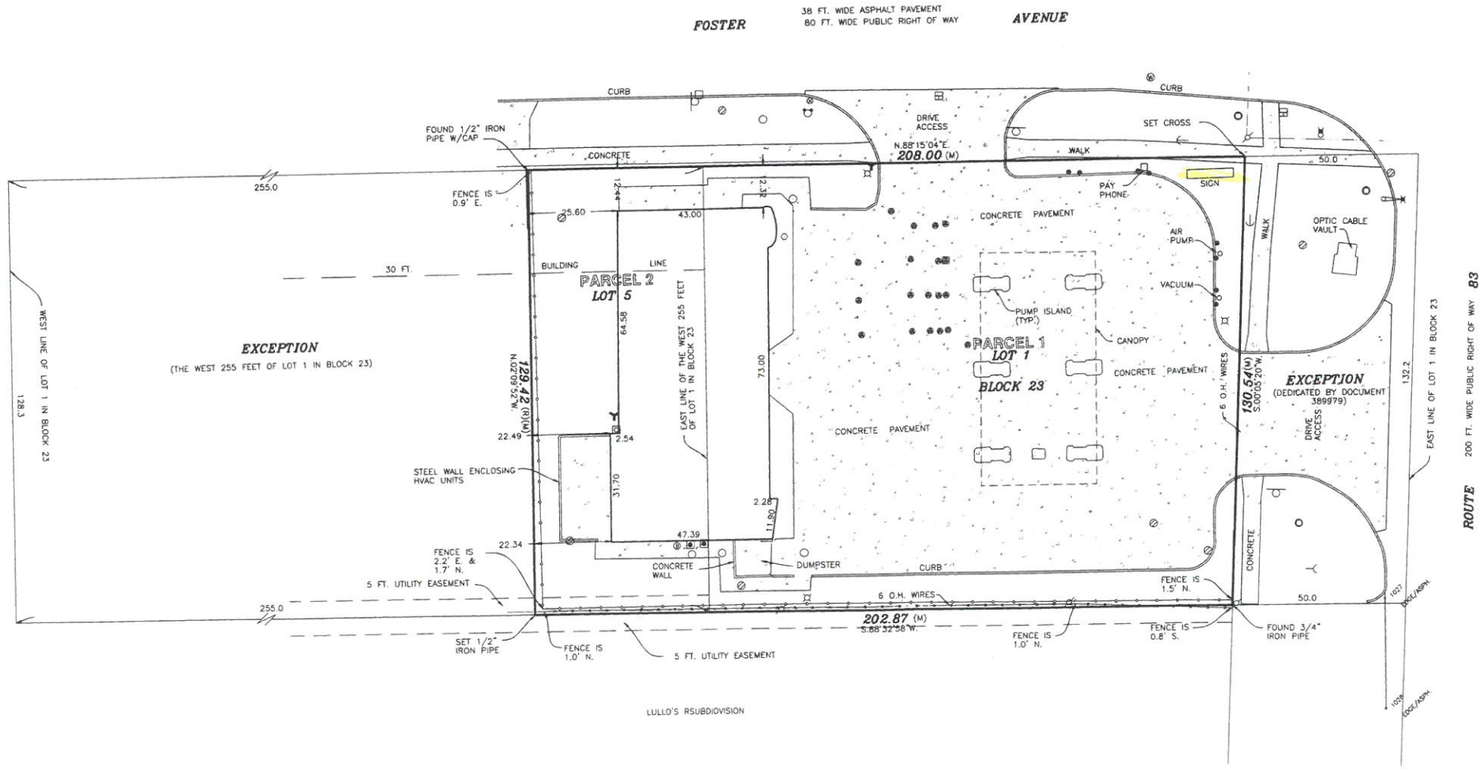
LEGAL DESCRIPTION

PARCEL 1: LOT 1 (EXCEPT THE WEST 255 FEET AS MEASURED ON THE NORTH LINE AND THE SOUTH LINE) IN BLOCK 23 (EXCEPT THAT PART THEREOF DEDICATED TO THE STATE OF ILLINOIS BY INSTRUMENT DATED APRIL 14, 1938 AND RECORDED MAY 26, 1938 AS DOCUMENT 389979, FOR HIGHWAY) IN THE FIRST ADDITION TO PERCY WILSON'S IRVING PARK MANOR, BEING A SUBDIVISION IN SECTIONS 10, 11, 14 AND 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1926 AS DOCUMENT 213044, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: LOT 5 IN NORTHWOODS RESUBDIVISION OF THE WEST 255 FEET (AS MEASURED ON THE NORTH LINE AND ON THE SOUTH LINE) OF LOT 1 IN BLOCK 23((EXCEPT THEREFROM THAT PART HERETOFORE DEDICATED FOR HIGHWAY PURPOSES) IN FIRST ADDITION TO PERCY WILSON'S IRVING PARK MANOR, A SUBDIVISION IN SECTIONS 10, 11, 12 AND 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID NORTHWOODS RESUBDIVISION RECORDED JULY 9, 1962 AS DOCUMENT R62-22393, IN DUPAGE COUNTY, ILLINOIS.

LEGEND

(R) INDICATES RECORD DIMENSION
(M) INDICATES MEASURED DIMENSION
CATCH BASIN
INLET
SANITARY SEWER MANHOLE
STORM SEWER MANHOLE
CLEAN OUT
FIRE HYDRANT
AUTOMATIC SPRINKLER VALVE
WATER VALVE
ACCESS COVER
UTILITY POLE
UTILITY POLE ANCHOR
STREET LIGHT
MAST ARM WITH TRAFFIC LIGHT
TRAFFIC CONTROL VAULT
REINFORCED CONCRETE PIPE
TRAFFIC SIGN
B-BOX
TRAFFIC SIGNAL



SCALE: 1" = 20'

PROFESSIONAL DESIGN FIRM REGISTRATION NO.: 184-003297

www.HarringtonLandSurveying.com

HARRINGTON LAND SURVEYING LTD.
EST. 1970
2361 LEEWARD LANE
HANOVER PARK, IL 60133
VOICE (630) 830-4894
FAX (630) 830-5525
ILLINOIS & WISCONSIN

ORDERED BY:
KOZIOL ENGINEERING

SHEET 1 OF 1

SURVEY NO.: 012-13
DRAWN BY: RJM
FILE NAME: 012-12.DWG

COMMON ADDRESS:
550 ROUTE 83
BENSENVILLE, ILLINOIS.

NOTES:

1. BEARING BASIS: BERINGS ARE BASED OPN THE SOUTH LINE OF FOSTER AVENUE WITH AN ASSUMED BEARING OF NORTH 88 DEGREES 15 MINUTES 04 SECONDS EAST.
2. AREA: 26,696.34 SQUARE FEET OR 0.613ACRES
3. ALL BOUNDARY LINE DIMENSIONS AND DIRECTIONS ARE RECORD AND MEASURED UNLESS OTHERWISE INDICATED.
4. THERE IS NO VISIBLE EVIDENCE OF CEMETERIES.
5. CLOSURE EXCEEDS ACCURACY OF 1: 20,000
6. PROJECT P.I.N. 03-10-421-006

FLOOD NOTE: This property is in Zone "X" of the Flood Insurance Rate Map, Dupage County community Panel No. 170197 0302 h which has an effective date of December 16, 2004 and IS NOT in a Special Flood Hazard Area. Field surveying was not performed to determine this zone. An elevation certificate may be needed to verify this determination or apply for an amendment from the Federal Emergency Management Agency.

DATE OF ORIGINAL: _____, 2002
REVISION: _____ DATE: _____, 2002
REVISION: _____ DATE: _____, 2002
REVISION: _____ DATE: _____, 2002

NOT VALID WITHOUT EMBOSSED SEAL

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

TO:

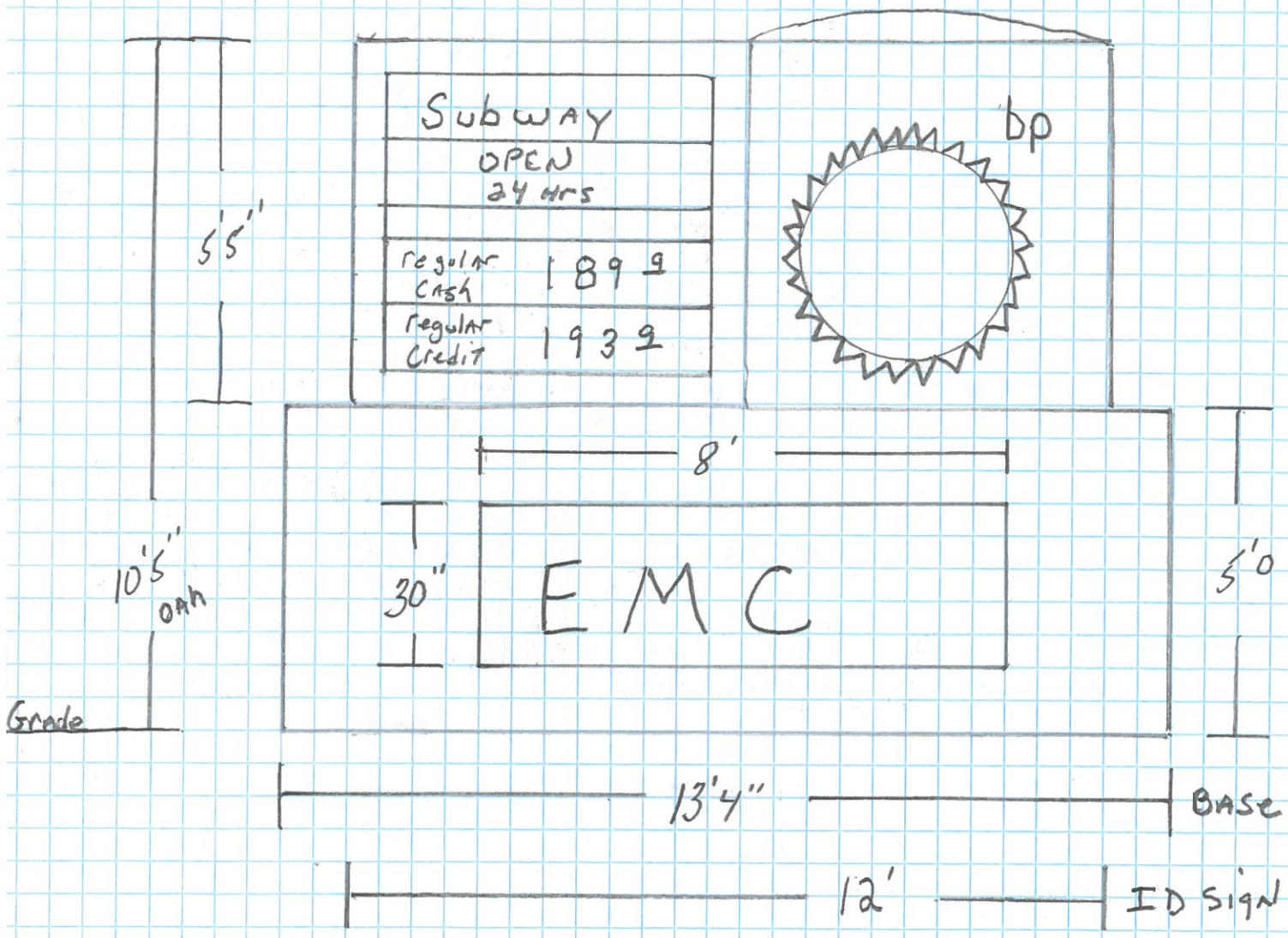
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS.

THE FIELD WORK WAS COMPLETED ON MARCH 14, 2013

DATED MARCH 15, 2013

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2436
LICENSE EXPIRATION/RENEWAL: 11-30-2014

550 IL 83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regular credit 1939
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30"
EMC
5'0
10'5" OAH
Grade
13'4"
BASE
12'
ID Sign

SUBWAY
OPEN
24 HRS.
regular cash
regular credit
bp
ANY SIZE FOUNTAIN OR
FIZZFREEZ
69¢
Roadfast
© 2018 Google
© 2018 Google
Google Earth

ORDINANCE # _____

AN ORDINANCE APPROVING A VARIANCE TO ALLOW AN ELECONTRONIC MESSAGE CENTER SIGN FOR THE PROPERTY LOCATED AT 550 N. ILLINOIS ROUTE 83, BENSENVILLE, ILLINOIS

WHEREAS, Dr Energy Corp. of 550 N IL Route 83, Bensenville, IL 60106 ("Owner") and Jas. D. Ahern Sign Co. of 3257 S Harding Ave, Chicago, IL 60623 ("Applicant"), filed an application for a Variance to allow an Electronic Message Center Sign, within one mile of an existing Electronic Message Center Sign Section 10 – 10 – 5 – 4A – 3 of the Village of Bensenville Zoning Ordinance ("Zoning Ordinance") for the property located at 550 N. 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 variance sought by the Applicant was published in the Bensenville Independent on February 14, 2019 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 March 5, 2019 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 variance and, thereafter, voted unanimously (5-0) to recommend approval of the variance, and forwarded its recommendations, including the Staff Report and findings relative to the variance 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 March 19, 2019 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 Trustees have reviewed the matter herein and have determined that approval of the requested variance as recommended by the Community Development Commission to allow an electronic message center sign 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 Subject Property is currently zoned under the Zoning Ordinance as C – 2 Commercial District, which zoning classification shall remain in effect subject to the variance approved herein.

SECTION THREE: That the Staff Report and Recommendation to approve the variance sought, 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 the approval of said variance is proper and necessary.

SECTION FOUR: That the variance sought by the Applicant to allow an electronic message center sign on the Subject Property is hereby approved subject to the following condition:

1. The plans and aesthetics of the sign to be in substantial compliance with the plans submitted by Ahern Signs on 01.15.19;
2. BP is no longer allowed to use temporary signs on premises.

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 ____ day of March 2019.

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

Ordinance # _____ - 2019
Exhibit "A"
Legal Description

The Legal Description is as follows:

PARCEL 1: LOT 1 (EXCEPT THE WEST 255 FEET AS MEASURED ON THE NORTH LINE AND THE SOUTH LINE) IN BLOCK 23 (EXCEPT THAT PART THEREOF DEDICATED TO THE STATE OF ILLINOIS BY INSTRUMENT DATED APRIL 14, 1938 AS DOCUMENT 389979, FOR HIGHWAY) IN THE FIRST ADDITION TO PERCY WILSON'S IRVING PARK MANOR, BEING A SUBDIVISION IN SECTIONS 10, 11, 14 AND 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1926 AS DOCUMENT 213044, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: LOT 5 IN NORTHWOODS RESUBDIVISION OF THE WEST 255 FEET (AS MEASURED ON THE NORTH LINE AND ON THE SOUTH LINE) OF LOT 1 IN BLOCK 23 (EXCEPT THEREFROM THAT PART HERETOFORE DEDICATED FOR HIGHWAY PURPOSES) IN FIRST ADDITION TO PERCY WILSON'S IRVING PARK MANOR, A SUBDIVISION IN SECTIONS 10, 11, 12 AND 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JULY 9, 1962 AS DOCUMENT R62-22393, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 550 N IL Route 83, Bensenville, IL 60106.

Ordinance # ___- 2019
Exhibit "B"
Findings of Fact

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.

   Applicant's Response: We are seeking a variance approval for this site to install one (1)3' X 8" (EMC) electronic message center. The EMC will create a good competition with an existing EMC which is across the street (Thornton gas station) The EMC will in simple terms assist the gas stations TOGO store which like most others sell goods such as drinks, can foods and miscellaneous personal items. Electronic message centers can not be with in a mile of each other per the village code but having an EMC at this site will give drivers on both sides of RT 83 an option to buy such items needed in their daily routine. The EMC we are proposing will only be on one side of the existing sign because the other side would only attract current customers who would already be on site. Our site also has an attached Subway shop which attracts specific customers to this location not so much to the gas stations TOGO store.

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.

   Applicant's Response: We seek this EMC because the Thornton gas station across the street on Rt 83 currently has one and both these stations sell the same goods. Currently drivers can see if there are any sales on goods, they (Thornton) have not the ones currently at this site. The Thornton has an unfair advantage having an EMC and drivers can see if any goods are on sale which they made need then they could fill up their cars with gas. Having an EMC will keep the playing field even for these two sites since both sell gas and goods. Competition is the backbone of a strong economy as it keeps prices low and provides and incentive to improve and innovate your business. Businesses need to keep up with the times as to how to keep the customers coming through the door in the gas station industry, we are seeing a strong influx of electronic message centers being installed to promote the goods which are now inside the gas stations.

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.

   Applicant's Response: The electronic message center will not disrupt the existing sign or the sign base. We propose the installation of this sign to go on one side of the brick base thus not altering the size of any of the existing signage. We will have to alter the landscaping material (make smaller lower to the ground) so the electronic message center would be easily read by drivers.

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.

   Applicant's Response: The request for this variance approval for the installation of the EMC at this site is not a result of action taken by the applicant or owner of this property it is simply a request to keep up with the times and other properties in the near area and to promote more competition for consumers.

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.

   Applicant's Response: As mention the Thornton site across the street from our site has an existing electronic message center and we would like to have the same granted for us but not on both side of the sign like the one which the Thornton has.

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.

Applicant's Response: We feel this electronic message center could assist the BP and increase the economic return by drawing in more customers for such items with in BPs TOGO store. More customers in the BP TOGO store then there could be more customers wishing to get gas. As you know most people pay for gas outside at the pump but having such information as to sale items and other items in the BP TOGO store would attract more inside foot traffic to a facility which prides itself on cleanliness and its assortment of TOGO items.

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.

   Applicant's Response: The electronic message center would not impair environmental quality, property values or public safety in the area, in fact it could bring about more economic value to the site especially in vicinity as people who would otherwise drive to pick up something from a grocery store could walk and get it at the BP TOGO store. The message center would not distract drivers as it is at eye level of drivers and as you are heading south on RT 83 you need to look to the right for any traffic coming out of Foster Ave. As you look you could see the electronic message center with an item you may need and stop at the BP TOGO shop for your convenience. The only altering which would be done to the site would be putting smaller ground level landscape material in front of the EMC so it would not be difficult to read for oncoming drivers.

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.

   Applicant's Response: The electronic message center would not be any bigger than what the ordinance calls for in regards to EMC approvals within the Village of Bensenville. The EMC would be installed on an existing base thus not altering the existing sign or its base.

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.

Applicant's Response: We are only asking for one side of this existing sign to have an electronic message center installed and this would assist this site with its competition across the street (Thornton) We feel a strong competition could only boost a strong economy, thus fueling more of an economic value to the Village of Bensenville.

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Kurtis Pozsgay	CED	03.19.19

DESCRIPTION:
Consideration a Resolution Approving the Adoption of the 2019 Bensenville Zoning Map

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
COW	03.19.19

BACKGROUND:

1. The 2019 Zoning Map illustrates the new zoning districts approved in the 2019 Zoning Ordinance.
2. State Statute requires that the Village pass an Resolution approving the zoning map each year.

KEY ISSUES:
The State Statute requires the Village approve the Resolution to approve a zoning map every year.

ALTERNATIVES:
Discretion of the Committee.

RECOMMENDATION:
Approval of the Resolution approving the adoption of the 2019 Bensenville Zoning Map.

BUDGET IMPACT:
N/A

ACTION REQUIRED:
Approval of the Resolution approving the adoption of the 2019 Bensenville Zoning Map.

ATTACHMENTS:

Description	Upload Date	Type
Resoltion	3/13/2019	Resolution Letter
2019 Zoning Map	3/13/2019	Exhibit

RESOLUTION NO. _____

A RESOLUTION ADOPTING AMENDMENTS TO THE OFFICIAL ZONING DISTRICT MAP FOR THE VILLAGE OF BENSENVILLE

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

WHEREAS, the Village of Bensenville is authorized and empowered, under the Municipal Code and the Code of Ordinances of the Village of Bensenville, to regulate properties located within the municipal boundaries of the Village; and

WHEREAS, in furtherance of this authorization, the Village of Bensenville has adopted an official Zoning District Map, setting forth the zoning of all properties within the Village; and

WHEREAS, pursuant of the Illinois Municipal Code, 65ILCS 5/11-13-19, the Village must adopt any amendments made to the Zoning District Map on an annual basis.

WHEREAS, the President and Board of Village Trustees have reviewed the amended Zoning District Map, attached hereto as Exhibit "A," and determined that it should be adopted and published as presented.

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

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

SECTION TWO: That, pursuant to the Municipal Code, 65 ILCS 5/11-13-19, the official Zoning District Map of the Village of Bensenville, dated, as attached hereto as Exhibit "A," be and is hereby adopted, and shall be made available to the public through the official of the Village Clerk and the Community and Economic Development Department.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this _____ day of March 2019.

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

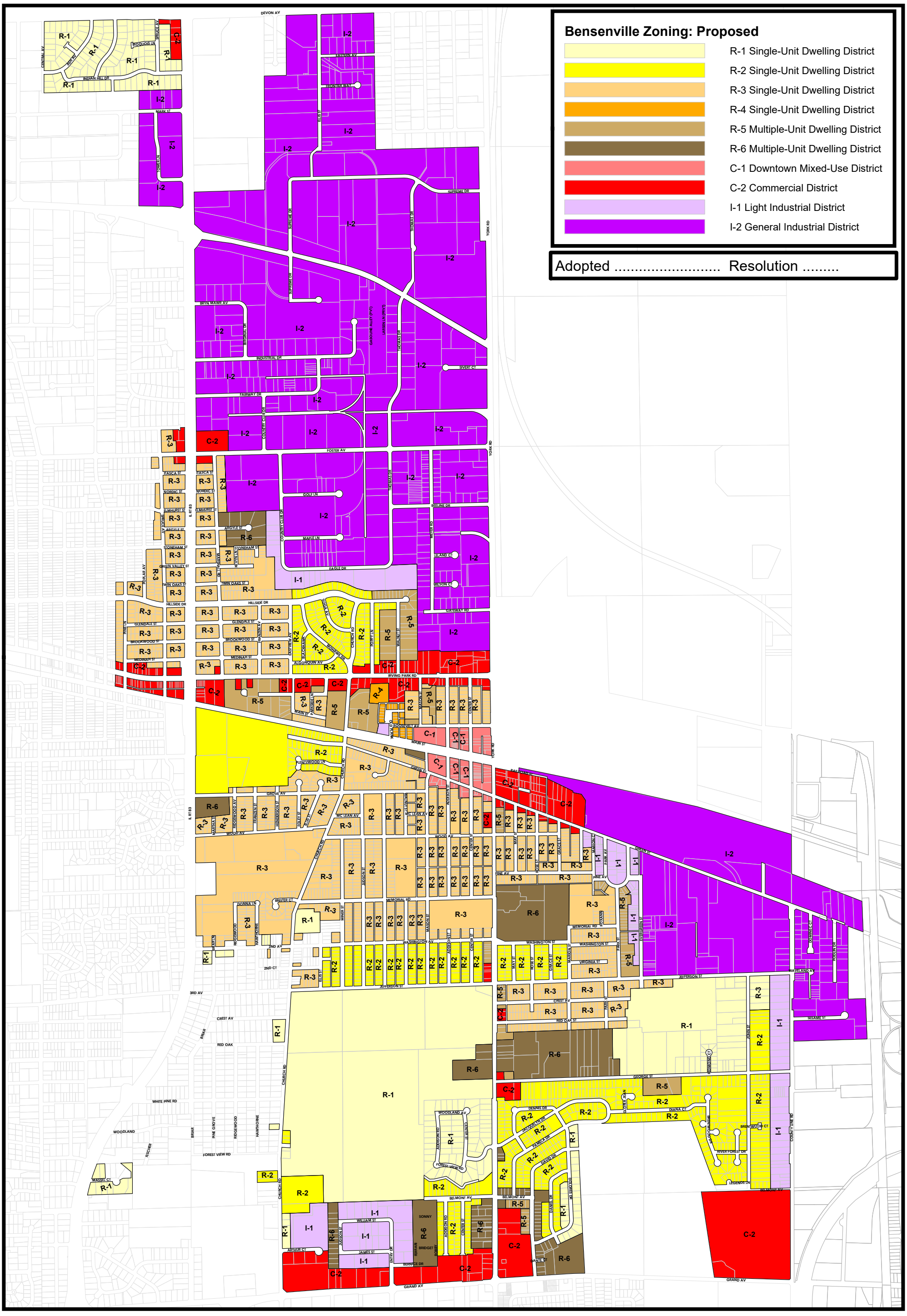
AYES: _____

NAYES: _____

ABSENT: _____

Village of Bensenville

2019 Zoning Map



Date: 3/13/2019

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	March 19, 2019

DESCRIPTION:

Consideration of a Resolution Authorizing the Award of a Contract for the 2019 Sanitary Sewer Lining Project contract to Hoerr Construction, Inc in the Amount of $187,353.23

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
COW	March 19, 2019

BACKGROUND:

The Village's sanitary sewer collection system has a number of known locations that are in need of rehabilitation and repair. The department of Public Works has identified sanitary sewer locations where cured in place pipe (CIPP) sewer lining rehabilitation would be beneficial. This procedure allows a new resin material to be installed and adheres to the existing pipe structure. The locations were chosen based on the age of the sanitary sewer.

KEY ISSUES:

The Village has been participating in the Municipal Partnering Initiative (MPI) in which multiple communities within DuPage County jointly bid out some of the more common annual maintenance contracts such as patching, sewer lining, etc. to potentially save costs. After the bids are received, each community must enter in an individual contract with the lowest responsible and responsive bidder or withdraw entirely so it can bid separately.

In 2017, the village participated in the MPI bid for sanitary sewer lining project with Village of Lombard, City of Elmhurst and Village of Carol Stream. The 2017 contract includes an option for two (2) additional one (1) year period renewals at 2% increase or CPI of the Chicago-Gary-Kensoha (now Chicago-Naperville-Elgin) index, whichever is less. The CPI for 2018 was 1.6%. The CPI for 2019 is 1.1%.

In 2017, Hoerr Construction of Peoria, IL was the lowest responsible bidder and performed satisfactory work for the Village. Hoerr Construction has agreed to perform the 2018 project with the 1.6% CPI increase.

Hoerr Construction has agreed to perform the 2019 project with the 1.1% CPI increase.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of the 2019 Sanitary Sewer Lining Program contract with Hoerr Construction, Inc.

BUDGET IMPACT:

Funds have been allocated in FY19 ($200,000.00) for 2019 Sanitary Sewer Lining Project in Utility Construction funds.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Award of a Contract for the 2019 Sanitary Sewer Lining Project contract to Hoerr Construction, Inc in the amount of $187,353.23.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	3/11/2019	Resolution Letter
Location Map	3/11/2019	Backup Material
Location Map 2	3/11/2019	Backup Material
Hoerr Renewal Pricing	3/11/2019	Backup Material

RESOLUTION NO.

AUTHORIZING THE AWARD OF A CONTRACT FOR THE 2019 SANITARY SEWER LINING PROJECT TO HOERR CONSTRUCTION, INC IN THE AMOUNT $187,353.23

WHEREAS the Village of Bensenville has identified number of locations in the sanitary sewer collection system that are in need of rehabilitation and repair, and

WHEREAS sewer lining is the most cost effective way to extend the life of the sanitary sewer, and

WHEREAS the Village joined other municipalities within DuPage County to in an alliance known as the Municipal Partnering Initiative (MPI) to jointly bid out common annual maintenance programs; and

WHEREAS the Village believes MPI provides potential cost savings; and

WHEREAS the Village of Lombard, City of Elmhurst and Village of Carol Stream are other communities that participated in the joint sanitary sewer lining project in 2017; and

WHEREAS the 2017 contract included an option for two (2) additional one (1) year period renewals at 2% increase or Consumer Price Index (CPI) of the Chicago-Gary-Kensoha (now Chicago-Naperville-Elgin) index, whichever is less; and

WHERAS in 2018, the Village exercised a renewal of the contract at CPI of 1.6%; and

WHEREAS the CPI for the 2019 is 1.1%; and

WHEREAS Hoerr Construction has agreed to perform the 2019 project with the 1.1% CPI increase.

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 awarding a construction contract for the 2019 Sanitary Sewer Lining Project to Hoerr Construction, Inc in the amount of $187,353.23

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 26, 2019.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

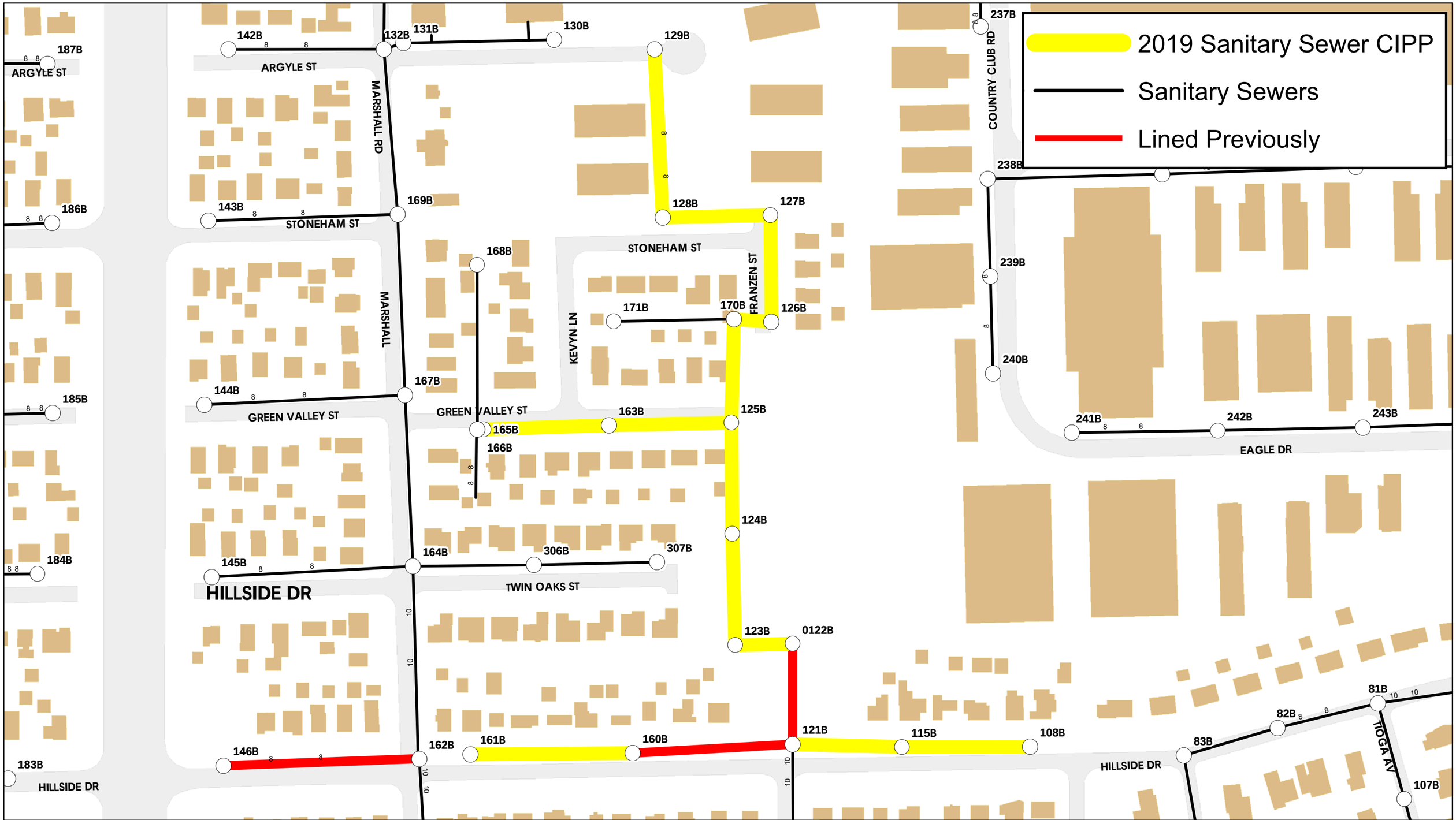
AYES: _____

NAYS: _____

ABSENT: _____

Village of Bensenville

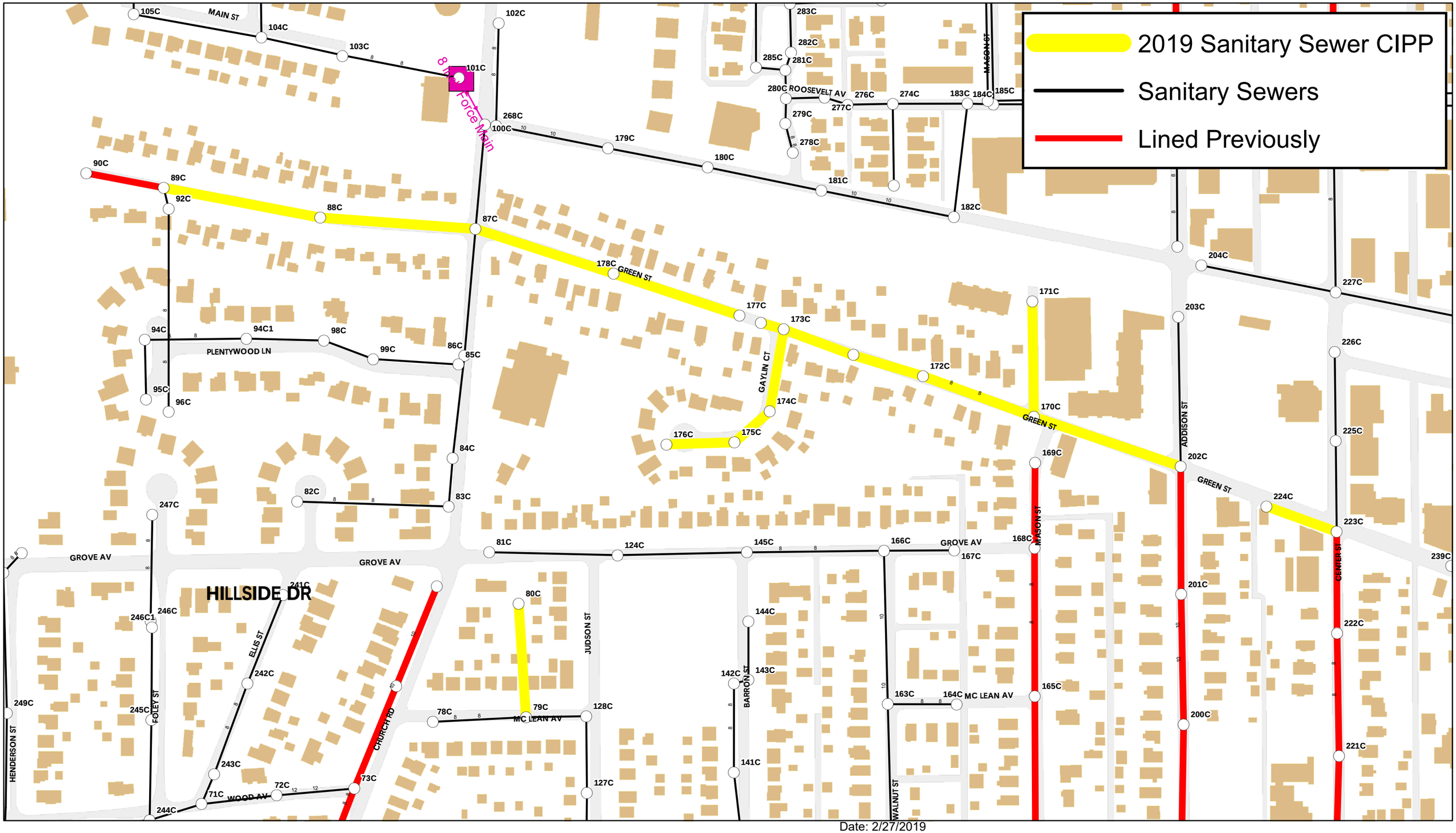
2019 Sanitary Sewer CIPP



Date: 2/28/2019

Village of Bensenville

2019 Sanitary Sewer CIPP Preliminary



Date: 2/27/2019

APPENDIX D

UTILITY CONTRACTORS
P.O. Box 65
1416 County Road 200 N
Goodfield, IL 61742

Office: (309) 691-6653
FAX: (309) 508-7990

March 7, 2019

Mr. Mehul Patel

Assistant Director of Public Works

Village of Bensenville

717 E. Jefferson Street

Bensenville, IL 60106

Dear Mehul-

With the proposed lining segments for the 2019 Sewer Lining program for Bensenville, IL , some additional costs will be needed to cover the traffic control and easement installations. The contract already includes pricing for the easement installations Per our emails Hoerr Construction Inc. proposes to perform sewer main rehabilitation work using CIPP for the follow:

Traffic control Lump Sum	$2,500.00
Easement Segments : 80C-79C,129B-128B,128B-127B,170B-125B,125B-124B,	
124B-123B,123B-122B for a total of 1,527 LF @ $31.81/LF=	$48,573.87
Remaining segments = 5,131 LF @ $25.14/ LF=	$128,993.34
Lateral Reinstatements 142 Each @ $51.31=	$7,286.02
Total Proposed Contract	$187,353.23

Please include these price adjustments in the 2019 contract. Thanks Mehul!

Sincerely,

HOERR CONSTRUCTION INC.

Max P. Hoerr II

President

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Joe Caracci	Public Works	March 19, 2019

DESCRIPTION:

Consideration of a Resolution Authorizing the Award of a Construction Contract for the 2019 Village Water Main Replacement Project to Bolder Contractors, Inc. in the Amount of $1,560,477.80

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
COW	March 19, 2019

BACKGROUND:

In recent years, as the Village moved 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 weekend of February 2, 2019, there were a total of six watermain breaks in the project area.

The project limits are E Washington St and E Memorial Rd (Marion St to Park St), Marion St (Jefferson St to E Memorial Rd), Virginia St and Roxane Ave. 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 (46), E Memorial Rd (46); Marion St (48); Virginia St (70) and Roxane Ave (72). The streets are proposed to be resurfaced as part of the project.

KEY ISSUES:

Bids were received on March 7, 2019 for the project. Five (5) contractors submitted bids. Bolder Contractors submitted the lowest responsible bid. A summary of the results is included below.

Contractor	Bid Amount	Rank
Bolder Contractors, Inc	$1,560,477.80	1
John Neri Construction	$1,617,018.00	2
Martam Construction, Inc	$1,726,867.00	3
Gerardi Sewer & Water Company	$1,787,537.00	4
Cerniglia Company	$1,836,560.70	5
Engineer's Estimate	$1,563,198.50	N/A

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Award to Bolder Contractors, Inc in the amount of $1,560,477.80

BUDGET IMPACT:

In CY-2019, a total of $1,370,150 is budgeted for this project in utility fund account. The overage can be supplemented by the $200,000 ear marked for the sanitary sewer evaluation study which has been postponed indefinitely.

One of the major difference attributing to the increase from last year is the increase in hot-mix asphalt prices.

Other increases are attributed to 25% increase in number of water services from previous year for similar length of project.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Award of a Construction Contract for the 2019 Village Water Main Replacement Project to Bolder Contractors, Inc. in the amount of $1,560,477.80.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	3/11/2019	Resolution Letter
Location Map	3/11/2019	Backup Material
bid tab	3/11/2019	Backup Material

RESOLUTION NO.

AUTHORIZING AN AWARD OF A CONSTRUCTION CONTRACT FOR THE 2019 WATERMAIN REPLACEMENT PROJECT TO BOLDER CONTRACTORS, INC OF CARY, IL IN THE AMOUNT OF $1,560,477.80

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 (Marion St to Park Ave); E Memorial Rd (Marion St to Park Ave), Marion St (Jefferson St to E Memorial Rd), Virginia St and Roxane Ave as candidates for the 2019 Village Watermain Improvement Project; and

WHEREAS the pavement condition index (PCI) ratings E Washington St (46), E Memorial Rd (46); Marion St (48); Virginia St (70) and Roxane Ave (72).; and

WHEREAS the project was advertised for bid on Feb 21, 2019 with a bid opening date of March 7, 2019; and

WHEREAS Bolder Contractors, Inc of Cary, IL submitted the lowest responsible bid at the March 7, 2019 bid opening.

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution awarding a construction contract for the 2019 Watermain Improvements Project to Bolder Contractors, Inc. in the amount of $1,560,477.80

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 26, 2019.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

GIS consortium MapOffice™

2019 Watermain Location Map

Map created on July 30, 2018.

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The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law.
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.

JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

March 8, 2019

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

Re: Village of Bensenville
2019 Water Main Replacement Project
Recommendation of Award

Dear Mr. Caracci:

On March 7, 2019 at 11:00 A.M., the Village of Bensenville received and opened five (5) proposals submitted for the **2019 Water Main Replacement Project.** All opened bids contained a proposal bid bond in the required amount of 10% of the total bid. Attached is a Summary of Bids listing each pay item, the unit price bid and the total cost from each bidder. We have examined each proposal and found a calculation error in one (1) of the bids.

Five (5) bidders submitted proposals for the following amounts:

1)	Bolder Contractors, Inc.	$1,560,477.80	
2)	John Neri Construction Company, Inc.	$1,617,018.00	
3)	Martam Construction, Inc.	$1,726,867.00	**(As Read = $1,266,290.00)**
4)	Gerardi Sewer & Water Company	$1,787,537.00	
5)	Cerniglia Company	$1,836,560.70	

The lowest bid was submitted by Bolder Contractors, Inc. of Cary, Illinois. Their proposal in the amount of $1,560,477.80 is 0.2% less than our engineer's estimate of $1,563,198.50. The largest item contributing to the decrease was:

- Class D Patches, 6 Inch, Special (Item #24) $21,762.00

In accordance with the Bid Documents, Bolder Contractors, Inc. has submitted their IDOT Certificate of Eligibility and Bid Bond. The Certificate of Eligibility indicates that they are qualified to be awarded the project. Bolder Contractors, Inc. has also submitted the Affidavit of Availability that verifies that they have the available, uncommitted, resources to complete the work.

Our firm has personal experience working with Bolder Contractors, Inc. on projects of similar scope and has found them to be a capable contractor. Based on our review of the bid package and our experience working with them, it is our opinion that Bolder Contractors, Inc. is qualified to perform the work.

This review concludes that the low bid of $1,560,477.80 from Bolder Contractors, Inc. is reasonable and responsible. Therefore, it is our recommendation that the contract for the construction of the 2019 Water Main Replacement Project be awarded to Bolder Contractors, Inc. of Cary in the amount of $1,560,477.80.

950 Warrenville Road, Suite 101 **Tel. (630) 719-7570**
Lisle, Illinois 60532 **Fax (630) 719-7589**

If you should have any questions concerning our review of the proposals, please contact us at (630) 719-7570.

Sincerely,
JAMES J. BENES AND ASSOCIATES, INC.

By: Bradley D. Hargett
PE(WI) • PLS(IL) • CFM
Vice President

Cc: Project File

Attachment

VILLAGE OF BENSENVILLE: 2019 WATER MAIN REPLACEMENT PROJECT
JOB NO. 1580

BID TABULATION SHEET
BIDS OPENED: MARCH 7TH, 2019 BID AT 11:00 A.M.

				ENGINEER'S ESTIMATE		BOLDER CONTRACTORS, INC.		LOW BID COMPARISON		UNIT PRICE COMPARISON			
ITEM NO.	PAY ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT DIFF.	BID DIFF.	LOW UNIT PRICE	HIGH UNIT PRICE	AVE. UNIT PRICE	WEIGHTED AVE. UNIT PRICE
1	TREE ROOT PRUNING	EACH	5	$175.00	$875.00	$300.00	$1,500.00	$125.00	($125.00)	$150.00	$400.00	$240.00	$216.67
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	698	$35.00	$24,430.00	$20.00	$13,960.00	($15.00)	$698.00	$1.00	$48.00	$27.40	$29.33
3	CONTAMINATED WASTE DISPOSAL	CU YD	50	$100.00	$5,000.00	$100.00	$5,000.00	$0.00	($250.00)	$1.00	$100.00	$66.20	$76.67
4	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1,100	$4.00	$4,400.00	$3.00	$3,300.00	($1.00)	($2,200.00)	$2.00	$6.00	$3.00	$2.33
5	SUPPLEMENTAL WATERING	UNIT	190	$20.00	$3,800.00	$1.00	$190.00	($19.00)	($3,610.00)	$1.00	$5.00	$2.60	$2.33
6	INLET FILTERS	EACH	15	$150.00	$2,250.00	$300.00	$4,500.00	$150.00	$0.00	$105.00	$300.00	$187.00	$176.67
7	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	370	$45.00	$16,650.00	$56.00	$20,720.00	$11.00	$1,110.00	$48.00	$80.00	$62.80	$62.00
8	PREPARATION OF BASE	SQ YD	8,368	$2.00	$16,736.00	$1.10	$9,204.80	($0.90)	($8,368.00)	$1.00	$2.50	$1.52	$1.37
9	AGGREGATE BASE REPAIR	TON	420	$30.00	$12,600.00	$36.00	$15,120.00	$6.00	($3,360.00)	$1.00	$36.00	$20.90	$22.50
10	AGGREGATE FOR TEMPORARY ACCESS	TON	860	$20.00	$17,200.00	$0.01	$8.60	($19.99)	$1,720.00	$0.01	$22.00	$12.00	$12.67
11	BITUMINOUS MATERIALS (TACK COAT)	POUND	5,000	$0.20	$1,000.00	$0.01	$50.00	($0.19)	($950.00)	$0.01	$0.10	$0.04	$0.02
12	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	94	$15.00	$1,410.00	$10.00	$940.00	($5.00)	($376.00)	$10.00	$25.00	$14.40	$12.33
13	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1,986	$68.00	$135,048.00	$67.25	$133,558.50	($0.75)	$11,916.00	$67.25	$76.00	$73.35	$74.50
14	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	1,344	$70.00	$94,080.00	$74.50	$100,128.00	$4.50	$16,128.00	$74.50	$86.00	$81.70	$82.67
15	BITUMINOUS MATERIALS (PRIME COAT)	POUND	25,000	$0.20	$5,000.00	$0.01	$250.00	($0.19)	($4,750.00)	$0.01	$0.05	$0.02	$0.01
16	PROTECTIVE COAT	SQ YD	1,340	$1.50	$2,010.00	$1.00	$1,340.00	($0.50)	($670.00)	$1.00	$2.00	$1.24	$1.07
17	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	308	$70.00	$21,560.00	$70.00	$21,560.00	$0.00	$616.00	$68.00	$72.00	$70.80	$71.33
18	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6,280	$6.00	$37,680.00	$7.00	$43,960.00	$1.00	$0.00	$6.00	$7.25	$6.79	$6.90
19	DETECTABLE WARNINGS	SQ FT	140	$30.00	$4,200.00	$35.00	$4,900.00	$5.00	$280.00	$32.00	$42.00	$36.80	$36.67
20	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1,834	$2.50	$4,585.00	$2.55	$4,676.70	$0.05	$917.00	$2.55	$4.80	$3.57	$3.50
21	HOT-MIX ASPHALT SURFACE REMOVAL, 6"	SQ YD	9,174	$5.00	$45,870.00	$2.55	$23,393.70	($2.45)	($18,348.00)	$2.55	$10.25	$4.86	$3.83
22	DRIVEWAY PAVEMENT REMOVAL	SQ YD	681	$10.00	$6,810.00	$11.00	$7,491.00	$1.00	$0.00	$10.00	$14.00	$11.40	$11.00
23	SIDEWALK REMOVAL	SQ FT	7,005	$2.00	$14,010.00	$1.50	$10,507.50	($0.50)	($7,005.00)	$1.00	$2.00	$1.50	$1.50
24	CLASS D PATCHES, 6 INCH, SPECIAL	SQ YD	806	$75.00	$60,450.00	$38.00	$30,628.00	($37.00)	($21,762.00)	$38.00	$72.00	$52.80	$51.33
25	ZINC COATED DUCTILE IRON WATER MAIN 8"	FOOT	3,445	$80.00	$275,600.00	$99.00	$341,055.00	$19.00	$27,560.00	$60.00	$120.00	$93.40	$95.67
26	SELECT GRANULAR BACKFILL	CU YD	3,208	$35.00	$112,280.00	$18.00	$57,744.00	($17.00)	$32,080.00	$1.00	$45.00	$27.40	$30.33
27	STEEL CASING PIPE, 16"	FOOT	200	$100.00	$20,000.00	$72.00	$14,400.00	($28.00)	($4,000.00)	$5.00	$115.00	$74.40	$84.00
28	WATER SERVICE, NEAR SIDE, 1 1/2"	EACH	46	$2,000.00	$92,000.00	$1,900.00	$87,400.00	($100.00)	$41,400.00	$1,900.00	$2,900.00	$2,325.00	$2,275.00
29	WATER SERVICE, FAR SIDE, 1 1/2"	EACH	42	$3,000.00	$126,000.00	$2,500.00	$105,000.00	($500.00)	$33,600.00	$2,500.00	$3,800.00	$3,080.00	$3,033.33
30	WATER SERVICE LINE 1"	FOOT	250	$20.00	$5,000.00	$24.00	$6,000.00	$4.00	$6,250.00	$15.00	$45.00	$24.80	$21.33
31	WATER MAIN CONNECTION "A" (NON-PRESSURE)	LSUM	1	$4,500.00	$4,500.00	$4,000.00	$4,000.00	($500.00)	($700.00)	$17.50	$7,000.00	$3,763.50	$3,933.33
32	WATER MAIN CONNECTION "B" (NON-PRESSURE)	LSUM	1	$4,500.00	$4,500.00	$4,000.00	$4,000.00	($500.00)	$0.00	$2,500.00	$7,000.00	$4,600.00	$4,500.00
33	WATER MAIN CONNECTION "C" (NON-PRESSURE)	LSUM	1	$4,500.00	$4,500.00	$4,000.00	$4,000.00	($500.00)	$300.00	$2,500.00	$12,000.00	$5,460.00	$4,266.67
34	WATER MAIN CONNECTION "D" (NON-PRESSURE)	LSUM	1	$4,500.00	$4,500.00	$4,000.00	$4,000.00	($500.00)	$0.00	$2,400.00	$10,000.00	$4,980.00	$4,166.67
35	WATER MAIN CONNECTION "E" (NON-PRESSURE)	LSUM	1	$4,500.00	$4,500.00	$4,000.00	$4,000.00	($500.00)	$0.00	$2,400.00	$10,000.00	$4,980.00	$4,166.67
36	GATE VALVE 6", VALVE VAULT 5' DIA., TYPE 1 FRAME, CLOSED LID	EACH	1	$4,000.00	$4,000.00	$5,000.00	$5,000.00	$1,000.00	$400.00	$4,000.00	$8,000.00	$5,150.00	$4,583.33
37	GATE VALVE 8", VALVE VAULT 5' DIA., TYPE 1 FRAME, CLOSED LID	EACH	10	$4,500.00	$45,000.00	$4,000.00	$40,000.00	($500.00)	$3,000.00	$4,000.00	$11,000.00	$5,790.00	$4,650.00
38	STORM SEWERS, DUCTILE IRON, 8 INCH	FOOT	12	$30.00	$360.00	$180.00	$2,160.00	$150.00	$600.00	$40.00	$180.00	$86.40	$70.67

VILLAGE OF BENSENVILLE: 2019 WATER MAIN REPLACEMENT PROJECT
JOB NO. 1580

BID TABULATION SHEET
BIDS OPENED: MARCH 7TH, 2019 BID AT 11:00 A.M.

				ENGINEER'S ESTIMATE		BOLDER CONTRACTORS, INC.		LOW BID COMPARISON		UNIT PRICE COMPARISON			
ITEM NO.	PAY ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT DIFF.	BID DIFF.	LOW UNIT PRICE	HIGH UNIT PRICE	AVE. UNIT PRICE	WEIGHTED AVE. UNIT PRICE
39	STORM SEWERS, DUCTILE IRON, 10 INCH	FOOT	102	$35.00	$3,570.00	$140.00	$14,280.00	$105.00	$5,100.00	$50.00	$140.00	$84.20	$77.00
40	STORM SEWERS, PVC, 6"	FOOT	242	$30.00	$7,260.00	$40.00	$9,680.00	$10.00	$3,630.00	$16.00	$45.00	$35.60	$39.00
41	MANHOLE TYPE A 4 FT. DIA. TI FR CL	EACH	2	$2,200.00	$4,400.00	$3,000.00	$6,000.00	$800.00	$2,600.00	$2,450.00	$8,000.00	$4,030.00	$3,233.33
42	INLETS, SPECIAL	EACH	8	$1,000.00	$8,000.00	$700.00	$5,600.00	($300.00)	$9,600.00	$500.00	$2,200.00	$1,420.00	$1,466.67
43	REMOVING MANHOLES	EACH	2	$500.00	$1,000.00	$400.00	$800.00	($100.00)	$0.00	$300.00	$2,000.00	$720.00	$433.33
44	FIRE HYDRANTS TO BE REMOVED	EACH	11	$800.00	$8,800.00	$400.00	$4,400.00	($400.00)	($2,200.00)	$400.00	$1,600.00	$790.00	$650.00
45	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	13	$4,500.00	$58,500.00	$6,500.00	$84,500.00	$2,000.00	$11,700.00	$5,400.00	$9,000.00	$6,500.00	$6,033.33
46	DOMESTIC WATER METER VAULTS TO BE REMOVED	EACH	33	$200.00	$6,600.00	$300.00	$9,900.00	$100.00	$0.00	$50.00	$700.00	$280.00	$216.67
47	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1	$200.00	$200.00	$900.00	$900.00	$700.00	$300.00	$50.00	$900.00	$350.00	$266.67
48	SANITARY SERVICE TO BE ADJUSTED	EACH	15	$1,000.00	$15,000.00	$600.00	$9,000.00	($400.00)	($10,500.00)	$200.00	$600.00	$320.00	$266.67
49	FRAMES AND GRATES, TYPE 23	EACH	1	$350.00	$350.00	$700.00	$700.00	$350.00	$0.00	$350.00	$700.00	$505.00	$491.67
50	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	5	$350.00	$1,750.00	$400.00	$2,000.00	$50.00	($250.00)	$300.00	$400.00	$355.00	$358.33
51	VALVE BOXES TO BE FILLED	EACH	9	$300.00	$2,700.00	$200.00	$1,800.00	($100.00)	($1,800.00)	$100.00	$500.00	$200.00	$133.33
52	SIGN PANEL - TYPE 1	SQ FT	100	$32.00	$3,200.00	$25.00	$2,500.00	($7.00)	($200.00)	$18.00	$30.00	$25.60	$26.67
53	METAL POST - TYPE B	FOOT	20	$20.00	$400.00	$15.00	$300.00	($5.00)	($40.00)	$10.00	$25.00	$16.60	$16.00
54	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	490	$3.00	$1,470.00	$5.00	$2,450.00	$2.00	$1,470.00	$5.00	$7.50	$5.80	$5.50
55	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	85	$7.50	$637.50	$19.00	$1,615.00	$11.50	$1,232.50	$15.00	$22.00	$19.20	$19.67
56	SODDING, SPECIAL	SQ YD	6,281	$12.00	$75,372.00	$9.00	$56,529.00	($3.00)	$0.00	$9.00	$16.50	$13.30	$13.67
57	STORM SEWER REMOVAL	FOOT	108	$10.00	$1,080.00	$21.00	$2,268.00	$11.00	$1,080.00	$4.00	$40.00	$18.40	$16.00
58	SANITARY MANHOLES TO BE ADJUSTED	EACH	5	$750.00	$3,750.00	$800.00	$4,000.00	$50.00	$0.00	$750.00	$900.00	$800.00	$783.33
59	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 5"	SQ YD	363	$55.00	$19,965.00	$60.00	$21,780.00	$5.00	$1,815.00	$56.00	$77.00	$63.60	$61.67
60	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	1,505	$25.00	$37,625.00	$36.00	$54,180.00	$11.00	$16,555.00	$29.00	$42.00	$35.20	$35.00
61	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	18	$400.00	$7,200.00	$350.00	$6,300.00	($50.00)	$3,600.00	$275.00	$600.00	$415.00	$400.00
62	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	1	$1,200.00	$1,200.00	$2,200.00	$2,200.00	$1,000.00	$200.00	$1,200.00	$2,500.00	$1,775.00	$1,725.00
63	DRAINAGE STRUCTURES TO BE CLEANED	EACH	1	$300.00	$300.00	$900.00	$900.00	$600.00	$200.00	$100.00	$900.00	$490.00	$483.33
64	CONSTRUCTION LAYOUT	L SUM	1	$12,000.00	$12,000.00	$6,000.00	$6,000.00	($6,000.00)	($4,000.00)	$6,000.00	$19,000.00	$11,100.00	$10,166.67
65	REMOVE AND REINSTALL BRICK PAVER	SQ FT	65	$15.00	$975.00	$50.00	$3,250.00	$35.00	$975.00	$25.00	$50.00	$37.00	$36.67
66	TRAFFIC CONTROL AND PROTECTION	L SUM	1	$30,000.00	$30,000.00	$97,000.00	$97,000.00	$67,000.00	$18,000.00	$18,000.00	$119,000.00	$69,320.00	$69,866.67
67	STREET SWEEPING	HOUR	20	$150.00	$3,000.00	$200.00	$4,000.00	$50.00	$2,000.00	$125.00	$250.00	$184.00	$181.67
68	DUST CONTROL WATERING	UNIT	40	$100.00	$4,000.00	$100.00	$4,000.00	$0.00	$0.00	$10.00	$100.00	$72.00	$83.33
69	EXPLORATORY EXCAVATION	EACH	5	$500.00	$2,500.00	$1,200.00	$6,000.00	$700.00	$500.00	$100.00	$1,200.00	$600.00	$566.67
	TOTAL:				**$1,563,198.50**								
	(1) BIDDER'S HAND ENTERED TOTAL BID					**(1)**	**$1,560,477.80**						
	(2) SUMMATION OF HAND ENTERED TOTALS EXTENDED:					**(2)**	**$1,560,477.80**						
	(3) DIFFERENCE IN BID SUMMATIONS:					**(3)**	**$0.00**						
	(4) ACTUAL ENTERED BID:					**(4)**	**$1,560,477.80**						

VILLAGE OF BENSENVILLE: 2019 WATER MAIN REPLACEMENT PROJECT
JOB NO. 1580

BID TABULATION SHEET
BIDS OPENED: MARCH 7TH, 2019 BID AT 11:00 A.M.

				ENGINEER'S ESTIMATE		BOLDER CONTRACTORS, INC.		JOHN NERI CONSTRUCTION COMPANY, INC.		MARTAM CONSTRUCTION, INC.		GERARDI SEWER & WATER COMPANY	
ITEM NO.	PAY ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	TREE ROOT PRUNING	EACH	5	$175.00	$875.00	$300.00	$1,500.00	$200.00	$1,000.00	$150.00	$750.00	$150.00	$750.00
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	698	$35.00	$24,430.00	$20.00	$13,960.00	$1.00	$698.00	$36.00	$25,128.00	$32.00	$22,336.00
3	CONTAMINATED WASTE DISPOSAL	CU YD	50	$100.00	$5,000.00	$100.00	$5,000.00	$1.00	$50.00	$95.00	$4,750.00	$70.00	$3,500.00
4	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1,100	$4.00	$4,400.00	$3.00	$3,300.00	$2.00	$2,200.00	$2.00	$2,200.00	$2.00	$2,200.00
5	SUPPLEMENTAL WATERING	UNIT	190	$20.00	$3,800.00	$1.00	$190.00	$1.00	$190.00	$1.00	$190.00	$5.00	$950.00
6	INLET FILTERS	EACH	15	$150.00	$2,250.00	$300.00	$4,500.00	$150.00	$2,250.00	$150.00	$2,250.00	$105.00	$1,575.00
7	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	370	$45.00	$16,650.00	$56.00	$20,720.00	$78.00	$28,860.00	$48.00	$17,760.00	$80.00	$29,600.00
8	PREPARATION OF BASE	SQ YD	8,368	$2.00	$16,736.00	$1.10	$9,204.80	$2.50	$20,920.00	$1.00	$8,368.00	$1.50	$12,552.00
9	AGGREGATE BASE REPAIR	TON	420	$30.00	$12,600.00	$36.00	$15,120.00	$1.00	$420.00	$22.00	$9,240.00	$22.00	$9,240.00
10	AGGREGATE FOR TEMPORARY ACCESS	TON	860	$20.00	$17,200.00	$0.01	$8.60	$1.00	$860.00	$22.00	$18,920.00	$16.00	$13,760.00
11	BITUMINOUS MATERIALS (TACK COAT)	POUND	5,000	$0.20	$1,000.00	$0.01	$50.00	$0.10	$500.00	$0.01	$50.00	$0.01	$50.00
12	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	94	$15.00	$1,410.00	$10.00	$940.00	$14.00	$1,316.00	$11.00	$1,034.00	$12.00	$1,128.00
13	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1,986	$68.00	$135,048.00	$67.25	$133,558.50	$74.50	$147,957.00	$74.00	$146,964.00	$76.00	$150,936.00
14	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	1,344	$70.00	$94,080.00	$74.50	$100,128.00	$82.00	$110,208.00	$82.00	$110,208.00	$86.00	$115,584.00
15	BITUMINOUS MATERIALS (PRIME COAT)	POUND	25,000	$0.20	$5,000.00	$0.01	$250.00	$0.01	$250.00	$0.01	$250.00	$0.01	$250.00
16	PROTECTIVE COAT	SQ YD	1,340	$1.50	$2,010.00	$1.00	$1,340.00	$1.20	$1,608.00	$1.00	$1,340.00	$1.00	$1,340.00
17	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	308	$70.00	$21,560.00	$70.00	$21,560.00	$72.00	$22,176.00	$72.00	$22,176.00	$72.00	$22,176.00
18	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6,280	$6.00	$37,680.00	$7.00	$43,960.00	$7.25	$45,530.00	$6.00	$37,680.00	$6.50	$40,820.00
19	DETECTABLE WARNINGS	SQ FT	140	$30.00	$4,200.00	$35.00	$4,900.00	$42.00	$5,880.00	$32.00	$4,480.00	$35.00	$4,900.00
20	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1,834	$2.50	$4,585.00	$2.55	$4,676.70	$4.00	$7,336.00	$3.00	$5,502.00	$3.50	$6,419.00
21	HOT-MIX ASPHALT SURFACE REMOVAL, 6"	SQ YD	9,174	$5.00	$45,870.00	$2.55	$23,393.70	$5.00	$45,870.00	$3.00	$27,522.00	$3.50	$32,109.00
22	DRIVEWAY PAVEMENT REMOVAL	SQ YD	681	$10.00	$6,810.00	$11.00	$7,491.00	$14.00	$9,534.00	$10.00	$6,810.00	$12.00	$8,172.00
23	SIDEWALK REMOVAL	SQ FT	7,005	$2.00	$14,010.00	$1.50	$10,507.50	$2.00	$14,010.00	$1.00	$7,005.00	$2.00	$14,010.00
24	CLASS D PATCHES, 6 INCH, SPECIAL	SQ YD	806	$75.00	$60,450.00	$38.00	$30,628.00	$72.00	$58,032.00	$48.00	$38,688.00	$44.00	$35,464.00
25	ZINC COATED DUCTILE IRON WATER MAIN 8"	FOOT	3,445	$80.00	$275,600.00	$99.00	$341,055.00	$120.00	$413,400.00	$88.00	$303,160.00	$100.00	$344,500.00
26	SELECT GRANULAR BACKFILL	CU YD	3,208	$35.00	$112,280.00	$18.00	$57,744.00	$1.00	$3,208.00	$45.00	$144,360.00	$40.00	$128,320.00
27	STEEL CASING PIPE, 16"	FOOT	200	$100.00	$20,000.00	$72.00	$14,400.00	$5.00	$1,000.00	$80.00	$16,000.00	$100.00	$20,000.00
28	WATER SERVICE, NEAR SIDE, 1 1/2"	EACH	46	$2,000.00	$92,000.00	$1,900.00	$87,400.00	$1,925.00	$88,550.00	$2,900.00	$133,400.00	$2,200.00	$101,200.00
29	WATER SERVICE, FAR SIDE, 1 1/2"	EACH	42	$3,000.00	$126,000.00	$2,500.00	$105,000.00	$2,700.00	$113,400.00	$3,800.00	$159,600.00	$3,400.00	$142,800.00
30	WATER SERVICE LINE 1"	FOOT	250	$20.00	$5,000.00	$24.00	$6,000.00	$15.00	$3,750.00	$45.00	$11,250.00	$20.00	$5,000.00
31	WATER MAIN CONNECTION "A" (NON-PRESSURE)	LSUM	1	$4,500.00	$4,500.00	$4,000.00	$4,000.00	$17.50	$17.50	$3,800.00	$3,800.00	$4,000.00	$4,000.00
32	WATER MAIN CONNECTION "B" (NON-PRESSURE)	LSUM	1	$4,500.00	$4,500.00	$4,000.00	$4,000.00	$2,500.00	$2,500.00	$4,500.00	$4,500.00	$5,000.00	$5,000.00
33	WATER MAIN CONNECTION "C" (NON-PRESSURE)	LSUM	1	$4,500.00	$4,500.00	$4,000.00	$4,000.00	$2,500.00	$2,500.00	$4,800.00	$4,800.00	$4,000.00	$4,000.00
34	WATER MAIN CONNECTION "D" (NON-PRESSURE)	LSUM	1	$4,500.00	$4,500.00	$4,000.00	$4,000.00	$2,400.00	$2,400.00	$4,500.00	$4,500.00	$4,000.00	$4,000.00
35	WATER MAIN CONNECTION "E" (NON-PRESSURE)	LSUM	1	$4,500.00	$4,500.00	$4,000.00	$4,000.00	$2,400.00	$2,400.00	$4,500.00	$4,500.00	$4,000.00	$4,000.00
36	GATE VALVE 6", VALVE VAULT 5' DIA., TYPE 1 FRAME, CLOSED LID	EACH	1	$4,000.00	$4,000.00	$5,000.00	$5,000.00	$4,350.00	$4,350.00	$4,400.00	$4,400.00	$4,000.00	$4,000.00
37	GATE VALVE 8", VALVE VAULT 5' DIA., TYPE 1 FRAME, CLOSED LID	EACH	10	$4,500.00	$45,000.00	$4,000.00	$40,000.00	$4,750.00	$47,500.00	$4,800.00	$48,000.00	$4,400.00	$44,000.00
38	STORM SEWERS, DUCTILE IRON, 8 INCH	FOOT	12	$30.00	$360.00	$180.00	$2,160.00	$72.00	$864.00	$80.00	$960.00	$60.00	$720.00

VILLAGE OF BENSENVILLE: 2019 WATER MAIN REPLACEMENT PROJECT
JOB NO. 1580

BID TABULATION SHEET
BIDS OPENED: MARCH 7TH, 2019 BID AT 11:00 A.M.

				ENGINEER'S ESTIMATE		BOLDER CONTRACTORS, INC.		JOHN NERI CONSTRUCTION COMPANY, INC.		MARTAM CONSTRUCTION, INC.		GERARDI SEWER & WATER COMPANY	
ITEM NO.	PAY ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
39	STORM SEWERS, DUCTILE IRON, 10 INCH	FOOT	102	$35.00	$3,570.00	$140.00	$14,280.00	$76.00	$7,752.00	$85.00	$8,670.00	$70.00	$7,140.00
40	STORM SEWERS, PVC, 6"	FOOT	242	$30.00	$7,260.00	$40.00	$9,680.00	$42.00	$10,164.00	$45.00	$10,890.00	$35.00	$8,470.00
41	MANHOLE TYPE A 4 FT. DIA. TI FR CL	EACH	2	$2,200.00	$4,400.00	$3,000.00	$6,000.00	$3,200.00	$6,400.00	$3,500.00	$7,000.00	$2,450.00	$4,900.00
42	INLETS, SPECIAL	EACH	8	$1,000.00	$8,000.00	$700.00	$5,600.00	$1,600.00	$12,800.00	$2,200.00	$17,600.00	$500.00	$4,000.00
43	REMOVING MANHOLES	EACH	2	$500.00	$1,000.00	$400.00	$800.00	$400.00	$800.00	$500.00	$1,000.00	$300.00	$600.00
44	FIRE HYDRANTS TO BE REMOVED	EACH	11	$800.00	$8,800.00	$400.00	$4,400.00	$750.00	$8,250.00	$600.00	$6,600.00	$600.00	$6,600.00
45	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	13	$4,500.00	$58,500.00	$6,500.00	$84,500.00	$6,100.00	$79,300.00	$5,400.00	$70,200.00	$5,500.00	$71,500.00
46	DOMESTIC WATER METER VAULTS TO BE REMOVED	EACH	33	$200.00	$6,600.00	$300.00	$9,900.00	$150.00	$4,950.00	$200.00	$6,600.00	$50.00	$1,650.00
47	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1	$200.00	$200.00	$900.00	$900.00	$100.00	$100.00	$500.00	$500.00	$50.00	$50.00
48	SANITARY SERVICE TO BE ADJUSTED	EACH	15	$1,000.00	$15,000.00	$600.00	$9,000.00	$250.00	$3,750.00	$300.00	$4,500.00	$250.00	$3,750.00
49	FRAMES AND GRATES, TYPE 23	EACH	1	$350.00	$350.00	$700.00	$700.00	$500.00	$500.00	$350.00	$350.00	$375.00	$375.00
50	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	5	$350.00	$1,750.00	$400.00	$2,000.00	$350.00	$1,750.00	$300.00	$1,500.00	$325.00	$1,625.00
51	VALVE BOXES TO BE FILLED	EACH	9	$300.00	$2,700.00	$200.00	$1,800.00	$100.00	$900.00	$100.00	$900.00	$100.00	$900.00
52	SIGN PANEL - TYPE 1	SQ FT	100	$32.00	$3,200.00	$25.00	$2,500.00	$25.00	$2,500.00	$30.00	$3,000.00	$18.00	$1,800.00
53	METAL POST - TYPE B	FOOT	20	$20.00	$400.00	$15.00	$300.00	$15.00	$300.00	$18.00	$360.00	$10.00	$200.00
54	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	490	$3.00	$1,470.00	$5.00	$2,450.00	$5.50	$2,695.00	$6.00	$2,940.00	$5.00	$2,450.00
55	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	85	$7.50	$637.50	$19.00	$1,615.00	$18.00	$1,530.00	$22.00	$1,870.00	$22.00	$1,870.00
56	SODDING, SPECIAL	SQ YD	6,281	$12.00	$75,372.00	$9.00	$56,529.00	$16.50	$103,636.50	$12.00	$75,372.00	$16.00	$100,496.00
57	STORM SEWER REMOVAL	FOOT	108	$10.00	$1,080.00	$21.00	$2,268.00	$7.00	$756.00	$20.00	$2,160.00	$4.00	$432.00
58	SANITARY MANHOLES TO BE ADJUSTED	EACH	5	$750.00	$3,750.00	$800.00	$4,000.00	$750.00	$3,750.00	$750.00	$3,750.00	$800.00	$4,000.00
59	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 5"	SQ YD	363	$55.00	$19,965.00	$60.00	$21,780.00	$65.00	$23,595.00	$60.00	$21,780.00	$56.00	$20,328.00
60	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	1,505	$25.00	$37,625.00	$36.00	$54,180.00	$29.00	$43,645.00	$36.00	$54,180.00	$33.00	$49,665.00
61	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	18	$400.00	$7,200.00	$350.00	$6,300.00	$275.00	$4,950.00	$600.00	$10,800.00	$450.00	$8,100.00
62	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	1	$1,200.00	$1,200.00	$2,200.00	$2,200.00	$1,200.00	$1,200.00	$1,400.00	$1,400.00	$1,575.00	$1,575.00
63	DRAINAGE STRUCTURES TO BE CLEANED	EACH	1	$300.00	$300.00	$900.00	$900.00	$100.00	$100.00	$500.00	$500.00	$450.00	$450.00
64	CONSTRUCTION LAYOUT	L SUM	1	$12,000.00	$12,000.00	$6,000.00	$6,000.00	$7,500.00	$7,500.00	$8,000.00	$8,000.00	$15,000.00	$15,000.00
65	REMOVE AND REINSTALL BRICK PAVER	SQ FT	65	$15.00	$975.00	$50.00	$3,250.00	$30.00	$1,950.00	$30.00	$1,950.00	$50.00	$3,250.00
66	TRAFFIC CONTROL AND PROTECTION	L SUM	1	$30,000.00	$30,000.00	$97,000.00	$97,000.00	$64,600.00	$64,600.00	$48,000.00	$48,000.00	$119,000.00	$119,000.00
67	STREET SWEEPING	HOUR	20	$150.00	$3,000.00	$200.00	$4,000.00	$125.00	$2,500.00	$250.00	$5,000.00	$175.00	$3,500.00
68	DUST CONTROL WATERING	UNIT	40	$100.00	$4,000.00	$100.00	$4,000.00	$10.00	$400.00	$100.00	$4,000.00	$50.00	$2,000.00
69	EXPLORATORY EXCAVATION	EACH	5	$500.00	$2,500.00	$1,200.00	$6,000.00	$100.00	$500.00	$600.00	$3,000.00	$100.00	$500.00
	TOTAL:				**$1,563,198.50**								
	(1) BIDDER'S HAND ENTERED TOTAL BID					**(1)**	**$1,560,477.80**	**(1)**	**$1,617,018.00**	**(1)**	**$1,266,290.00**	**(1)**	**$1,787,537.00**
	(2) SUMMATION OF HAND ENTERED TOTALS EXTENDED:					**(2)**	**$1,560,477.80**	**(2)**	**$1,617,018.00**	**(2)**	**$1,726,867.00**	**(2)**	**$1,787,537.00**
	(3) DIFFERENCE IN BID SUMMATIONS:					**(3)**	**$0.00**	**(3)**	**$0.00**	**(3)**	**$460,577.00**	**(3)**	**$0.00**
	(4) ACTUAL ENTERED BID:					**(4)**	**$1,560,477.80**	**(4)**	**$1,617,018.00**	**(4)**	**$1,726,867.00**	**(4)**	**$1,787,537.00**

1) An error occurred in the summation of total cost.

VILLAGE OF BENSENVILLE: 2019 WATER MAIN REPLACEMENT PROJECT
JOB NO. 1580

BID TABULATION SHEET
BIDS OPENED: MARCH 7TH, 2019 BID AT 11:00 A.M.

				CERNIGLIA COMPANY					
ITEM NO.	PAY ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	TREE ROOT PRUNING	EACH	5	$400.00	$2,000.00				
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	698	$48.00	$33,504.00				
3	CONTAMINATED WASTE DISPOSAL	CU YD	50	$65.00	$3,250.00				
4	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1,100	$6.00	$6,600.00				
5	SUPPLEMENTAL WATERING	UNIT	190	$5.00	$950.00				
6	INLET FILTERS	EACH	15	$230.00	$3,450.00				
7	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	370	$52.00	$19,240.00				
8	PREPARATION OF BASE	SQ YD	8,368	$1.50	$12,552.00				
9	AGGREGATE BASE REPAIR	TON	420	$23.50	$9,870.00				
10	AGGREGATE FOR TEMPORARY ACCESS	TON	860	$21.00	$18,060.00				
11	BITUMINOUS MATERIALS (TACK COAT)	POUND	5,000	$0.05	$250.00				
12	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	94	$25.00	$2,350.00				
13	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1,986	$75.00	$148,950.00				
14	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	1,344	$84.00	$112,896.00				
15	BITUMINOUS MATERIALS (PRIME COAT)	POUND	25,000	$0.05	$1,250.00				
16	PROTECTIVE COAT	SQ YD	1,340	$2.00	$2,680.00				
17	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	308	$68.00	$20,944.00				
18	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6,280	$7.20	$45,216.00				
19	DETECTABLE WARNINGS	SQ FT	140	$40.00	$5,600.00				
20	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1,834	$4.80	$8,803.20				
21	HOT-MIX ASPHALT SURFACE REMOVAL, 6"	SQ YD	9,174	$10.25	$94,033.50				
22	DRIVEWAY PAVEMENT REMOVAL	SQ YD	681	$10.00	$6,810.00				
23	SIDEWALK REMOVAL	SQ FT	7,005	$1.00	$7,005.00				
24	CLASS D PATCHES, 6 INCH, SPECIAL	SQ YD	806	$62.00	$49,972.00				
25	ZINC COATED DUCTILE IRON WATER MAIN 8"	FOOT	3,445	$60.00	$206,700.00				
26	SELECT GRANULAR BACKFILL	CU YD	3,208	$33.00	$105,864.00				
27	STEEL CASING PIPE, 16"	FOOT	200	$115.00	$23,000.00				
28	WATER SERVICE, NEAR SIDE, 1 1/2"	EACH	46	$2,700.00	$124,200.00				
29	WATER SERVICE, FAR SIDE, 1 1/2"	EACH	42	$3,000.00	$126,000.00				
30	WATER SERVICE LINE 1"	FOOT	250	$20.00	$5,000.00				
31	WATER MAIN CONNECTION "A" (NON-PRESSURE)	LSUM	1	$7,000.00	$7,000.00				
32	WATER MAIN CONNECTION "B" (NON-PRESSURE)	LSUM	1	$7,000.00	$7,000.00				
33	WATER MAIN CONNECTION "C" (NON-PRESSURE)	LSUM	1	$12,000.00	$12,000.00				
34	WATER MAIN CONNECTION "D" (NON-PRESSURE)	LSUM	1	$10,000.00	$10,000.00				
35	WATER MAIN CONNECTION "E" (NON-PRESSURE)	LSUM	1	$10,000.00	$10,000.00				
36	GATE VALVE 6", VALVE VAULT 5' DIA., TYPE 1 FRAME, CLOSED LID	EACH	1	$8,000.00	$8,000.00				
37	GATE VALVE 8", VALVE VAULT 5' DIA., TYPE 1 FRAME, CLOSED LID	EACH	10	$11,000.00	$110,000.00				
38	STORM SEWERS, DUCTILE IRON, 8 INCH	FOOT	12	$40.00	$480.00				

VILLAGE OF BENSENVILLE: 2019 WATER MAIN REPLACEMENT PROJECT
JOB NO. 1580

BID TABULATION SHEET
BIDS OPENED: MARCH 7TH, 2019 BID AT 11:00 A.M.

				CERNIGLIA COMPANY					
ITEM NO.	PAY ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
39	STORM SEWERS, DUCTILE IRON, 10 INCH	FOOT	102	$50.00	$5,100.00				
40	STORM SEWERS, PVC, 6"	FOOT	242	$16.00	$3,872.00				
41	MANHOLE TYPE A 4 FT. DIA. TI FR CL	EACH	2	$8,000.00	$16,000.00				
42	INLETS, SPECIAL	EACH	8	$2,100.00	$16,800.00				
43	REMOVING MANHOLES	EACH	2	$2,000.00	$4,000.00				
44	FIRE HYDRANTS TO BE REMOVED	EACH	11	$1,600.00	$17,600.00				
45	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	13	$9,000.00	$117,000.00				
46	DOMESTIC WATER METER VAULTS TO BE REMOVED	EACH	33	$700.00	$23,100.00				
47	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1	$200.00	$200.00				
48	SANITARY SERVICE TO BE ADJUSTED	EACH	15	$200.00	$3,000.00				
49	FRAMES AND GRATES, TYPE 23	EACH	1	$600.00	$600.00				
50	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	5	$400.00	$2,000.00				
51	VALVE BOXES TO BE FILLED	EACH	9	$500.00	$4,500.00				
52	SIGN PANEL - TYPE 1	SQ FT	100	$30.00	$3,000.00				
53	METAL POST - TYPE B	FOOT	20	$25.00	$500.00				
54	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	490	$7.50	$3,675.00				
55	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	85	$15.00	$1,275.00				
56	SODDING, SPECIAL	SQ YD	6,281	$13.00	$81,653.00				
57	STORM SEWER REMOVAL	FOOT	108	$40.00	$4,320.00				
58	SANITARY MANHOLES TO BE ADJUSTED	EACH	5	$900.00	$4,500.00				
59	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 5"	SQ YD	363	$77.00	$27,951.00				
60	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	1,505	$42.00	$63,210.00				
61	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	18	$400.00	$7,200.00				
62	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	1	$2,500.00	$2,500.00				
63	DRAINAGE STRUCTURES TO BE CLEANED	EACH	1	$500.00	$500.00				
64	CONSTRUCTION LAYOUT	L SUM	1	$19,000.00	$19,000.00				
65	REMOVE AND REINSTALL BRICK PAVER	SQ FT	65	$25.00	$1,625.00				
66	TRAFFIC CONTROL AND PROTECTION	L SUM	1	$18,000.00	$18,000.00				
67	STREET SWEEPING	HOUR	20	$170.00	$3,400.00				
68	DUST CONTROL WATERING	UNIT	40	$100.00	$4,000.00				
69	EXPLORATORY EXCAVATION	EACH	5	$1,000.00	$5,000.00				
	TOTAL:								
	(1) BIDDER'S HAND ENTERED TOTAL BID			**(1)**	**$1,836,560.70**	**(1)**		**(1)**	
	(2) SUMMATION OF HAND ENTERED TOTALS EXTENDED:			**(2)**	**$1,836,560.70**	**(2)**		**(2)**	
	(3) DIFFERENCE IN BID SUMMATIONS:			**(3)**	**$0.00**	**(3)**		**(3)**	
	(4) ACTUAL ENTERED BID:			**(4)**	**$1,836,560.70**	**(4)**		**(4)**	

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Jovana Dacic	Public Works	March 19, 2019

DESCRIPTION:

Consideration of a Resolution Authorizing a Professional Service Agreement Extension for 2019 with TekLab Inc. for Wastewater Sampling & Analysis Services in the Not-to-Exceed Amount of $67,000

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
COW	March 19, 2019

BACKGROUND:

The Illinois Environmental Protection Agency (IEPA) requires the Village to conduct a series of tests and analysis in order to satisfy significant portions of the National Pollutant Discharge Elimination System (NPDES) and sludge permits. In order to discharge into Addison Creek, IPEA requires close monitoring of the effluent (treated industrial water) that is released onto surface water. The ultimate goal is to limit effluents as much as possible. Such complex operations requires diligent testing, monitoring and analysis for pollutants & chemicals (such as chlorine residuals, dissolved oxygen, phosphorus, nitrogen, chloride etc.) A range of industries within the Village manufacture or use complex organic chemicals. These include pesticides, pharmaceuticals, paints and dyes, petrochemicals, detergents, plastics, paper pollution, etc. Waste waters can be contaminated by feedstock materials, by-products, product material in soluble or particulate form, washing and cleaning agents, solvents and added value products such as plasticisers. It is crucial to monitor, limit and test for any and all pollutants entering our environmental system and this is where state certified laboratories play an important, legally required role.

KEY ISSUES:

On February 15, 2018, the Village advertised for Wastewater Sampling and Analysis Services. Three (3) bids were received.

Teklab, Inc was the lowest bidder for the lab testing services and analysis in 2018 and 2019. They come with thirty six (36) years of experience and robust list of industrial and municipal references. The Village already has working history with Teklab. **2019 marks the year two (2) of the original Contract with possibilities of further extensions.**

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of the Resolution.

BUDGET IMPACT:

$55,000 for Pretreatment Sampling is allocated in 51050577-543510
$33,400 for Lab Testing is allocated in 51050570-543510

ACTION REQUIRED:

Approval of a Resolution Authorizing a Professional Service Agreement Extension for 2019 with TekLab Inc. for Wastewater Sampling & Analysis Services in the Not-to-Exceed Amount of $67,000.

ATTACHMENTS:

Description	Upload Date	Type
RES - 2019 Waste Water Sampling and Analysis Services	3/12/2019	Resolution Letter
Bensenville - 2019 Extension - Signed	3/12/2019	Backup Material
Teklab Bid	3/12/2019	Backup Material
TekLab Contract - signed	3/12/2019	Backup Material

RESOLUTION NO.

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT EXTENSION FOR 2019 WITH TEKLAB INC. FOR WASTEWATER SAMPLING & ANALYSIS SERVICES IN THE NOT-TO-EXCEED AMOUNT OF $67,000

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 is responsible for providing the necessary wastewater treatment to its residents, and

WHEREAS the VILLAGE owns a Wastewater Treatment Facility ("WWTP") located at 711 E. Jefferson Street, Bensenville, IL, and

WHEREAS the VILLAGE is required to conduct series of wastewater tests and analysis per IPEA requirements, and

WHEREAS the necessary sampling, tests and analysis satisfy significant portion of the NPDES and the sludge permits for discharge, and

WHEREAS the VILLAGE put a competitive bid out in 2018 for sampling and analysis services, and

WHEREAS the VILLAGE received three bids from state certified laboratories, and

WHEREAS the Teklab, Inc was the lowest bidder selected, and

WHEREAS the Teklab Inc. has previous experience in working with The Village, and

WHEREAS the contract is for year 2018 and 2019, and

WHEREAS the Teklab Inc. signed an Agreement for 2019, and

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution Authorizing a Professional Service Agreement Extension for 2019 with TekLab Inc. for Wastewater Sampling & Analysis Services in the Not-to-Exceed Amount of $67,000

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 March 26, 2019

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

BENSENVILLE

EXTENSION OF AGREEMENT FOR
2019 Waste Sampling & Analysis Services
VILLAGE OF BENSENVILLE, ILLINOIS

THIS EXTENSION OF AGREEMENT is made this 12th day of March, 2019, 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 Teklab, Inc. (hereinafter "CONTRACTOR"), whose principal address, for the purposes of any notice required herein are: 5445 Horse Shoe Lake Road, Collinsville, Illinois 62234

OWNER and CONTRACTOR acknowledge and mutually agree as follows:

1. OWNER and CONTRACTOR entered into a 24-month Agreement for 2018-2019 Waste Sampling and Analysis Services for the Village of Bensenville, Illinois. This Agreement included pricing for 2018 and 2019 at the same unit costs with possibility for Extensions.

2. OWNER and CONTRACTOR hereby enacts the extension term of the Agreement for 12-months from January 1, 2019 through and including December 31, 2019

3. The OWNER hereby informs CONTRACTOR that it may terminate contract in with a 60-day written notice.

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 Extended Term of the Agreement.

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

Teklab, Inc. By:	Village of Bensenville By:
Elizabeth A. Hurley	
Authorized Signature	Authorized Signature
Elizabeth A. Hurley	
Printed Name	Printed Name
Director of Customer Service	
Title	Title
03/12/2019	
Date	Date

Teklab, Inc.
Environmental Laboratory
1319 Butterfield Road, Suite 502
Downers Grove, IL 60515
(630) 324-6855

Village of Bensenville
Attn: Nancy Quinn, Village Clerk
12 S. Center
Bensenville, IL 60106

March 5, 2018

Subject: Wastewater Sampling & Analysis Services for 2018 and 2019 RFP

Dear Nancy,

Thank you for the opportunity to submit this proposal for the Wastewater and Sampling and Analysis Services for 2018 and 2019 for the City of Bensenville. Teklab has the experience, qualifications, personnel and financial wherewithal for this project; and our pricing is very competitive too.

Teklab started in 1982 as a wastewater and ground water laboratory; ensuring municipal NPDES analytical testing, sampling and reporting requirements were met. However, we have evolved into a full-service laboratory with a staff of approximately 70. Our two principals are actively involved in the day-to-day operations of the lab and have over 50 years of industry experience. Teklab's total revenue in 2017 was $6,950,000.

In this package you'll find the following:

1. Teklab's Qualifications and References
2. 2018 WWTP Lab Testing Cost spreadsheet – sheets A, D, E, F, and G.
3. WW MDLs (B) sheet and Sludge Method (C) sheet, included in pricing spreadsheet,
4. Teklab's current methods and instrumentation achieve the limits requested in this RFP and your NPDES permit. (no attachment),
5. Standard Operating Procedures (SOP) for Wastewater collection,
6. Additional SOPs for sampling and preservation,
7. Analyses turnaround times and results reporting,
8. Time schedule for completion of outlined services (exclusive of Village review timeframes),
9. NELAP Certification,
10. Current DMR QA Study results,

After you review our information, we would be happy to meet with you and discuss any questions you may have.

Sincerely,

John Riley (CEO, Teklab, Inc.)

Teklab, Inc.
Environmental Laboratory
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Downers Grove, IL 60515
(630) 324-6855

1. Teklab's Qualifications

Over 35 years ago, Teklab was started out as a wastewater and ground water laboratory; ensuring municipal NPDES analytical testing, sampling and reporting requirements were met. Teklab is a NELAP/TNI accredited laboratory by the State of Illinois for Non Potable Water, Drinking Water and Solid Materials. I have included a copy of our accreditation with a list of our certified parameters and methods.

Laboratory

Teklab is a full-service lab specializing in testing: wastewater, storm water, ground water, sludge, drinking water, soil, oil, air and special waste. Teklab offers a wide array of testing, including metals, wet chemistry, semi-volatile organics and volatile organics.

Our NELAP/TNI accreditation requires us to maintain training records on all employees in the lab. We also keep training files on our field personnel. All analysts must run an initial demonstration of method protocol prior to running any analysis. MDLs are also run annually by the analysts and kept on file.

Our lab is staffed by approximately 65 of our 70 total employees. Monday through Friday we have two shifts of lab analysts, a morning and evening shift. Our lab instruments are state-of-the-art and are regularly maintained. We invest in new instruments and/or instrument upgrades on a yearly basis to ensure our testing capabilities are able to meet our customers' demands.

Quality Control

After any analysis is performed, data is reviewed by the analyst, lab supervisor and then QA/QC Department to ensure all quality control samples are within acceptable criteria. Prior to testing results being issued, a report is sent to the assigned project manager for review. Our Downers Grove office will manage this project and analysis will be performed by our lab in Collinsville, IL.

Systems

Our Laboratory Information Management System (LIMS) is used to track all samples from the time the bottle order is created until testing results are reported. LIMS allows us to provide reports in many different formats. Our system also allows us to enter field data and include this data in any exportable format. We have 2 full time IT employees to assist us with data management and formatting.

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References

Municipal References

Teklab has worked with over 130 municipalities over the years. The municipalities vary in size from very large to very small.

City of Belleville – We have worked for the City of Belleville for over 30 years. The design average flow (DAF) for the existing facility is 8 million gallons per day (MGD) and the design maximum flow (DMF) for the existing facility is 16.0 MGD.

In a year, we collect approximately 20 samples (composite and grab quarterly). We collect 4 sets of industrial samples per quarter and one quarterly sample at the wastewater plant. Our main contact is Jay Godt 618-233-7146 jgodt@bellevville.net.

City of O'Fallon – We have worked for the City of O'Fallon for over 30 years. The design average flow (DAF) for the facility is 5.61 million gallons per day (MGD) and the design maximum flow (DMF) for the facility is 13.14 MGD.

In a year, we collect approximately 500 samples (composite). We collect from 2 sampling points, 1 daily sample at one point and 3 days a week from another (both are in the dairy industry). ISCO composite samplers are owned by the city. Our main contact is Stephanie Francis 618-537-4930 sfrancis@ofallon.org.

Granite City – We have worked for Granite City for over 20 years. The design average flow (DAF) for the facility is 23 million gallons per day (MGD) and the design maximum flow (DMF) for the facility is 34.54 MGD.

In a year, we receive over 200 industrial samples collected by the City for analysis by Teklab. They have at least 19 industries that they monitor in addition to their NPDES and sludge samples we analyze. Our main contact is Ron Selph 618-452-6229 rselph@granitecity.illinois.gov.

Industrial References

Phillip 66 Refinery - In 2017, we billed them $383,000 for sampling and analysis at their refinery. Sampling included NPDES, storm water and process water. We have a sampling technician on site 7 day a week. Our main contact is Ron Green 618-255-2737 ron.green@p66.com.

Natural Resource Technology (Purchased by O'Brien & Gere 2/7/2017) - In 2017, we billed them $198,000 for ground water monitoring and analysis. We monitor ground water around coal ash ponds. Last year we monitored 6 sites and collected 52 samples per quarter for them in 2017. Main contact is Stuart Cravens 217-390-1503 stu.cravens@obg.com.

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Boeing - In 2017, we billed them $66,000 for sampling and analysis. They have wastewater out falls that require both composite and grab samples. Samples are collected quarterly, according to their discharge permit. We also assist them with drum sampling. Main contact is Gary Buford 314-777-9172 gary.s.buford@boeing.com.

Auto Sampling Customers

Currently we perform 1,068 routine sampling events, that require composite samples. For a majority of our sampling events, Teklab is contracted by industry and not the municipality.

CURRENT AUTO SAMPLE CLIENTS

Client	Frequency	Sampling Points	Annual Total
Americana Powder Finishing	Quarterly	2	8
Archview Carbonic	Quarterly	1	4
Basler Electric	Semi Annual	1	2
Boulevard Brewing	Quarterly	1	4
Carr Lane	Quarterly	2	8
City of Belleville	Semi Annual	2	4
Clean Uniform	Quarterly	1	4
Dynegy Wood River	Weekly	2	104
Eaton B-Line	Quarterly	1	4
Environmental Cons.	Quarterly	1	4
GKN	Quarterly	5	20
International Paper	Quarterly	1	4
Kraft Foo.ds	Daily	1	255
Mallinckrodt	Quarterly	5	20
Nuplex	Semi Annual	2	4
Peerless Premier	Quarterly	1	4
Pet Dairy	Daily	1	360
Prairie Farms	Daily	1	156
Proctor and Gamble	Quarterly	4	16
Quality Plating	Quarterly	1	4
Reliable Bio	Quarterly	4	16
Roesch	Quarterly	1	4
Roho	Annual	1	1
Sentio Biosciences	Semi Annual	1	2
Waste Management	Weekly	1	52
Waste Management	Quarterly	2	4
	Composite Samples Annual Total		1,068

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Your Contacts

Aaron Renner (Chicago Service Center Manager) --- **arenner@Teklabinc.com** 630-800-8638
Teklab Experience: Lab Analyst (24 hour contact)

Dave Montes (Chicago Account Executive) --- **dmontes@teklabinc.com** 630-947-9229
(24 hour contact)

Tim Mathis (Supervisor of Field Operations) --- **tmathis@teklabinc.com** 618-540-9742
Teklab Experience: Inorganic Tech, Environmental Coordinator, Customer Service Supervisor

Laurie A. Langdon (Laboratory Director) --- **llangdon@teklabinc.com** 618-344-1004 x45
Teklab Experience: Lab Analyst, Lab Supervisor

John Riley (CEO) --- **jhriley@teklabinc.com** 618-540-9742
Teklab Experience: Lab Analyst, Chief Marketing Manager, (24 hour contact)

WWTP & IPP ANNUAL SAMPLING COST SUMMARY			
Sample Type	**Unit Cost Per Event**	**No. Events Per Year**	**Total Cost**
STP Daily/Monthly			
Daily Influent & Effluent	$ 54.00	144	$ 7,776.00
Monthly Influent & Effluent	$ 284.50	12	$ 3,414.00
Excess Flow	$ 54.00	6	$ 324.00
STP Semi-Annual & Annual: Calendar Year 2nd & 4th Quarters			
Non-Organics (CY QTR 2 & 4)	$ 1,433.00	2	$ 2,866.00
Organic Priority Pollutants (CY QTR 2)	$ 960.00	1	$ 960.00
STP Sludge Semi-Annual			
1st & 3rd Quarters	$ 469.00	2	$ 938.00
Industrial Pretreatment Program			
CIU	$ 766.50	8	$ 6,132.00
Zero CIU	$ 622.50	4	$ 2,490.00
Surcharge	$ 579.00	44	$ 25,476.00
Additional Surcharge	$ 420.00	28	$ 11,760.00
Zero Discharge Confirmation	$ 80.00	32	$ 2,560.00
IU Violation and Analyses Cost (optional as scheduled)			$ 2,000.00
		TOTAL ANNUAL COST	**$ 66,696.00**
Lab Name			**Teklab, Inc.**

LABORATORY, PLEASE PROVIDE AS PART OF PROPOSAL:

Lab Rush Service Fee	%	100

Influent & Effluent Daily

DAILY SAMPLING				
Pollutant	Cost per WW Sample	Daily Influent Samples	Daily Effluent Samples	Total Cost
CBOD	$ 19.00		1	$ 19.00
BOD	$ 19.00	1		$ 19.00
TSS	$ 8.00	1	1	$ 16.00
TOTAL DAILY EVENT INFLUENT & EFFLUENT SAMPLING COST				$ 54.00

MONTHLY SAMPLING				
Pollutant	Cost per WW Sample	Monthly Influent Samples	Monthly Effluent Samples	Total Cost
CBOD	$ 19.00		1	$ 19.00
BOD	$ 19.00	1		$ 19.00
TSS	$ 8.00	1	1	$ 16.00
Total Phosphorous (as P)	$ 17.50	1	1	$ 35.00
Dissolved Phosphorous	$ 25.50		1	$ 25.50
Chloride	$ 12.00		1	$ 12.00
Total Nitrogen	$ 46.00	1	1	$ 92.00
Nitrate/Nitrite	$ 22.00		1	$ 22.00
TKN	$ 26.00		1	$ 26.00
Alkalinity	$ 18.00		1	$ 18.00
TOTAL MONTHLY EVENT INFLUENT & EFFLUENT SAMPLING COST				$ 284.50

INTERMITTENT EXCESS FLOW SAMPLING				
Pollutant	Cost per WW Sample	Influent	Outfall 003	Total Cost
BOD	$ 19.00	1	1	$ 38.00
TSS	$ 8.00	1	1	$ 16.00
				$ -
TOTAL DAILY EVENT INFLUENT & EFFLUENT SAMPLING COST				$ 54.00

Lab Name	Teklab, Inc.

NPDES SPECIAL CONDITION 11 SAMPLING plus Land Application

Quarter 2 and 4	Influent	Effluent	No. WW Samples	Cost per WW Sample	Total Cost for WW Samples	No. Sludge Samples	Cost per Sludge Sample	Total Cost for Sludge Samples	
Semi-Annual Local Limit Pollutants									
Arsenic	1	1	2	$ 7.00	$ 14.00	1	$ 7.00	$ 7.00	
Barium	1	1	2	$ 7.00	$ 14.00	1	$ 7.00	$ 7.00	
Cadmium	1	1	2	$ 7.00	$ 14.00	1	$ 7.00	$ 7.00	
Chromium (Total)	1	1	2	$ 7.00	$ 14.00	1	$ 7.00	$ 7.00	
Copper	1	1	2	$ 7.00	$ 14.00	1	$ 7.00	$ 7.00	
Lead	1	1	2	$ 7.00	$ 14.00	1	$ 7.00	$ 7.00	
Manganese	1	1	2	$ 7.00	$ 14.00	1	$ 7.00	$ 7.00	
Molybdenum	1	1	2	$ 7.00	$ 14.00	1	$ 7.00	$ 7.00	
Nickel	1	1	2	$ 7.00	$ 14.00	1	$ 7.00	$ 7.00	
Selenium	1	1	2	$ 7.00	$ 14.00	1	$ 7.00	$ 7.00	
Silver	1	1	2	$ 7.00	$ 14.00	1	$ 7.00	$ 7.00	
Zinc	1	1	2	$ 7.00	$ 14.00	1	$ 7.00	$ 7.00	
Ammonia	1	1	2	$ 18.00	$ 36.00	1	$ 26.00	$ 26.00	
BOD	1	1	2	$ 19.00	$ 38.00				
COD	1	1	2	$ 19.00	$ 38.00				
Phosphorus	1	1	2	$ 17.50	$ 35.00	1	$ 17.50	$ 17.50	
Sulfate	1	1	2	$ 17.00	$ 34.00	1	$ 32.00	$ 32.00	
TSS	1	1	2	$ 8.00	$ 16.00				
Additional Semi-Annual Pollutants SC 11									
Antimony	1	1	2	$ 7.00	$ 14.00	1	$ 7.00	$ 7.00	
Beryllium	1	1	2	$ 7.00	$ 14.00	1	$ 7.00	$ 7.00	
Chromium (Hexavalent)	1	1	2	$ 22.50	$ 45.00				
Cyanide (Available or Amenable)	1	1	2	$ 61.00	$ 122.00				
Cyanide (Total)	1	1	2	$ 31.00	$ 62.00	1	$ 31.00	$ 31.00	
Fluoride	1	1	2	$ 17.00	$ 34.00				
Iron (Total)	1	1	2	$ 7.00	$ 14.00	1	$ 7.00	$ 7.00	
Iron (Dissolved)	1	1	2	$ 12.50	$ 25.00				
Mercury (CVAA)	1		1	$ 15.00	$ 15.00	1	$ 15.00	$ 15.00	
Mercury (Low Level)		1	1	$ 50.00	$ 50.00				
Oil (Hexane Soluble)	1	1	2	$ 28.00	$ 56.00				
Phenols	1	1	2	$ 17.00	$ 34.00	1	$ 27.00	$ 27.00	
Thallium	1	1	2	$ 7.00	$ 14.00	1	$ 7.00	$ 7.00	
Additional Semi-Annual Land Application Pollutants									
Ammonia Nitrogen						1	$ 26.00	$ 26.00	
TKN						7	$ 26.00	$ 182.00	
Phosphorus						1	$ 17.50	$ 17.50	
Potassium						1	$ 7.00	$ 7.00	
pH (pH units)						1	$ 8.50	$ 8.50	
Fecal Coliform (MPN)						1	$ 47.50	$ 47.50	price per sample
%TS						1	$ 10.00	$ 10.00	
%VS						1	$ 10.00	$ 10.00	
Other Costs (please list)									
TOTAL COST SEMI-ANNUAL NON-ORGANICS									$ 1,433.00

Quarter 2	Influent	Effluent	No. WW Samples	Cost per WW Sample	Total Cost for WW Samples	No. Sludge Samples	Cost per Sludge Sample	Total Cost for Sludge Samples	
Annual Organic Priority Pollutants - See Tab "110 Priority Pollutants"									
Pesticide/PCB	1	1	2	$ 115.00	$ 230.00	1	$ 115.00	$ 115.00	608 (USEPA Method)
Volatile Organics	1	1	2	$ 70.00	$ 140.00	1	$ 70.00	$ 70.00	624 (USEPA Method)
Acid/Base Neutral Extractables	1	1	2	$ 135.00	$ 270.00	1	$ 135.00	$ 135.00	625 (USEPA Method)
Other Costs (please list)									
TOTAL COST ANNUAL ORGANIC PRIORITY POLLUTANTS									$ 960.00

Lab Name	Teklab, Inc.

LAND APPLICATION Permit Quarters 1 & 3			
Pollutant	**No. Sludge Samples**	**Cost per Sludge Sample**	**Total Cost for Sludge Samples**
Cadmium	1	$ 7.00	$ 7.00
Copper	1	$ 7.00	$ 7.00
Lead	1	$ 7.00	$ 7.00
Manganese	1	$ 7.00	$ 7.00
Nickel	1	$ 7.00	$ 7.00
Zinc	1	$ 7.00	$ 7.00
Ammonia Nitrogen	1	$ 26.00	$ 26.00
TKN	1	$ 26.00	$ 26.00
Phosphorus	1	$ 7.00	$ 7.00
Potassium	1	$ 7.00	$ 7.00
Fecal Coliform (MPN)	7	$ 47.50	$ 332.50
pH	1	$ 8.50	$ 8.50
Percent Total Solids	1	$ 10.00	$ 10.00
Percent Volatile Solids	1	$ 10.00	$ 10.00
TOTAL SLUDGE SEMI-ANNUAL SAMPLING COST PER QUARTER			**$ 469.00**
Lab Name	Teklab, Inc.		

INDUSTRY SAMPLING

CIU SAMPLING EVENT			
Pollutant	**No. Samples**	**Unit Cost**	**Tota**
Ammonia	3	$ 18.00	$
BOD	3	$ 19.00	$
Cadmium	3	$ 7.00	$
Chromium (Total)	3	$ 7.00	$
COD	3	$ 15.00	$
Copper	3	$ 7.00	$
Cyanide	3	$ 31.00	$
FOG	3	$ 28.00	$
Lead	3	$ 7.00	$
Nickel	3	$ 7.00	$
pH	3	$ 7.50	$
Silver	3	$ 7.00	$
TSS	3	$ 8.00	$
Zinc	3	$ 7.00	$
SAMPLING COST			$
Automatic Sampling Charge			$
Sample Disposal Fee			
Other			
Other			
ADDITIONAL SAMPLING COST			$
SAMPLING COST FOR EACH CIU EVENT			$

ZERO CIU SAMPLING EVENT			
Pollutant	**No. Samples**	**Unit Cost**	**Tota**
Ammonia	3	$ 18.00	$
BOD	3	$ 19.00	$
COD	3	$ 19.00	$
Copper	3	$ 7.00	$
FOG	3	$ 28.00	$
Lead	3	$ 7.00	$
pH	3	$ 7.50	$
Phosphorous	3	$ 7.00	$
TSS	3	$ 8.00	$
Zinc	3	$ 7.00	$
SAMPLING COST			$
Automatic Sampling Charge			$
Sample Disposal Fee			
Other			
Other			
ADDITIONAL SAMPLING COST			$
SAMPLING COST FOR EACH ZERO CIU EVENT			$

SURCHARGE SAMPLING EVENT			
Pollutant	**No. Samples**	**Unit Cost**	**Tota**
Ammonia	3	$ 18.00	$
BOD	3	$ 19.00	$
COD	3	$ 15.00	$
FOG	3	$ 28.00	$
pH	3	$ 7.50	$
Phosphorous	3	$ 17.50	$
TSS	3	$ 8.00	$
SAMPLING COST			$
Automatic Sampling Charge			$

WASTEWATER MDL & REPORTING LIMITS

Special Local Limits Parameter	Pollutant	Required MDL (mg/l)	Mininum Reporting Limit (mg/l)	Lab MDL (mg/l)	Lab Reporting Limit (mgl/l)	Method
	Antimony		0.07	0.01	0.05	E200.7
x	Arsenic	0.001		0.00025	0.001	E200.8
x	Barium	0.001		0.0005	0.0025	E200.7
	Beryllium		0.005	0.0003	0.0005	E200.7
x	Cadmium	0.0001		0.0001	0.0004	E200.8
	Chromium (VI)		0.01	0.004	0.005	M3500-Cr B
x	Chromium, Total	0.001		0.0005	0.002	E200.7
x	Copper	0.001		0.0005	0.001	E200.8
	Cyanide, Amenable		0.005	0.004	0.005	E335.4 R1.0
	Cyanide, Total		0.005	0.004	0.005	E335.4 R1.0
	Fluoride		0.1	0.05	0.1	M4500-F C
	Iron, Dissolved		0.5	0.007	0.02	E200.7
	Iron, Total		0.5	0.007	0.02	E200.7
x	Lead	0.001		0.00025	0.001	E200.8
x	Manganese	0.001		0.0005	0.001	E200.8
	Mercury, Low Level		0.000001	0.0000002	0.0000005	E1631
	Mercury		0.0002	0.000051	0.0002	E245.1
x	Molybdenum	0.001		0.00025	0.001	E200.8
x	Nickel	0.001		0.0005	0.001	E200.8
	Oil - hexane soluble		5.0	1.4	5	E1664
	Phenols		0.005	0.0036	0.005	E420.4 R1.0
x	Selenium	0.002		0.0009	0.001	E200.8
x	Silver	0.0001		0.0001	0.0004	E200.8
	Thallium		0.3	0.015	0.05	E200.7
x	Zinc	0.003		0.002	0.01	E200.7
	Lab Name	Teklab, Inc.				

SLUDGE METHOD

Pollutant	Lab Reporting Limit	Method
Antimony	5.00	SW6010B
Arsenic	2.5	SW6010B
Ammonia Nitrogern	5	M4500-NH3 BH
Barium	0.25	SW6010B
Beryllium	0.05	SW6010B
Cadmium	0.2	SW6010B
Chromium	0.5	SW6010B
Chromium (VI)	0.20	SW7196A
Copper	0.5	SW6010B
Cyanide, Total	0.25	SW9012A
Iron, Total	2.00	SW6010B
Lead	1.5	SW6010B
Manganese	0.3	SW6010B
Mercury	0.01	SW7471B
Molybdenum	1	SW6010B
Nickel	0.5	SW6010B
Phenols	2.5	SW9065
Phosphorus	10	SW6010B
Potassium	10	SW6010B
Selenium	4	SW6010B
Silver	0.5	SW6010B
Thallium	5	SW6010B
Zinc	1	SW6010B
Fecal Coliform (MPN)	1	SM9221 C
pH	1	SW9045C
Percent Moisture	0.1	ASTM2974
Percent Total Solids	0.1	M2540 G
Percent Volatile Solids	0.1	M2540 G
Lab Name	Teklab, Inc.	

TEKLAB SAMPLING PLAN
FOR
OUTFALL/WASTEWATER MONITORING

1. Preparation

The Teklab staff will schedule sampling activities. The project manager will be notified of the number of samples and analysis required, along with sampling dates. Sampling equipment and supplies (Table 1) will be assembled and prepared.

TABLE 1
CHECKLIST OF EQUIPMENT AND SUPPLIES
FOR OUT FALL/WASTEWATER SAMPLING

___ Keys required for sampling (gate, door, and sampler locks)
___ Teflon strainer /Stainless Steel strainer
___ Pump tubing
___ pH, conductivity and temperature meters (if required)
___ Inline disposable filters(if required)
___ Disposable latex/nitrile gloves
___ Kimwipes and Paper towels
___ Watch and calculator
___ Sharpie and ink pens
___ Plastic trash bags
___ Coolers and ice
___ Sample Containers (with preservatives)
___ Field data sheets and chain of custody forms
___ Safety glasses, shoes and hard hat
___ Tool kit and first aid kit
___ Battery Pack
___ Auto Sampler
___ 2.5 gallon plastic container

2. SAMPLE CONTAINERS, PRESERVATION AND HOLDING TIMES

The following section states requirements on sample volumes, sample containers, sample preservation and holding times. Samples will be collected and preserved according to Table 2 (as specified in the "Federal Register, 40 CFR Part 136, Table II"). Containers will be pre-grouped for each sample set at each sampling point. Attached labels will indicate analytical requirements and preservatives. The sampling crew will review the site safety plan and sampling plan.

Total and prolonged preservation of samples is practically impossible. Preservation can only slow the changes that continue after the sample is removed from its source. Therefore, as a general rule it is best to analyze the sample as soon as possible after collection. This is especially true when the parameter is expected to be in the low µg/l range. Table 2 lists recommended preservation and holding times, as well as, volumes need for analysis. Upon Client request, sample preservation will be checked in the field. If preservation is needed, the sample will then be preserved according to Table 2. The chain of custody will be marked as preserved in the field while onsite.

Note: Teklab does not reuse sample containers at this time. If sample containers are to be reused this section must be updated to include cleaning procedures for the containers.

TABLE 2

SAMPLE VOLUME REQUIREMENTS, PRESERVATION AND MAXIMUM HOLDING TIMES

PARAMETER	VOL(ML)	CONTAINER	PRESERVATIVE	HOLDING TIME
PHYSICAL PROPERTIES				
Color	50	P, G	COOL, *≤6°C	48 Hours
Conductance	100	P, G	COOL, *≤6°C	28 Days
Hardness	100	P, G	HNO_3, or H_2SO_4 pH<2	6 Months
Odor	200	G only	COOL, *≤6°C	24 Hours
PH	25	P, G	None Req.	Analyze within 15 minutes.
Residue				
TDS	100	P, G	Cool, *≤6°C	7 Days
TSS	100	P, G	Cool, *≤6°C C	7 Days
TS	100	P, G	Cool, *≤6°C	7 Days
TVS	100	P, G	Cool, *≤6°C	7 Days
Settleable Matter	1000	P, G	Cool, *≤6°C	48 Hours
Temperature	1000	P, G	None Req.	Analyze within 15 minutes..
Turbidity	100	P, G	Cool, *≤6°C	48 Hours
METALS				
Dissolved	250	P, G	Filter on site HNO_3, pH<2	6 Months
Suspended	250	Filter on site		6 Months
Total	250	P, G	HNO_3, pH<2	6 Months
Chromium (+6)	250	P, G	Cool, *≤6°C, pH = 9.3–9.7	24 Hours
Mercury				
Dissolved	250	P, G	Filter HNO_3, pH<2	28 Days

TABLE 2 (CON'T)

PARAMETER	VOL(ML)	CONTAINER	PRESERVATIVE	HOLDING TIME
Total	250	P, G	HNO_3, pH<2	28 Days
INORGANIC				
Acidity	100	P, G	Cool, *≤6°C	14 Days
Alkalinity	100	P, G	Cool, *≤6°C	14 Days
Boron	25	P only	Cool, *≤6°C HNO_3, pH<2	6 Months
Bromide	100	P, G	None Req.	28 Days
Chloride	50	P, G	None Req.	28 Days
Chlorine	200	P, G	None Req.	Analyze within 15 minutes
Cyanide	500	P, G	Cool,*≤6°C NaOH, pH>12 0.6 g ascorbic acid if Cl_2 present	14 Days
Fluoride	500	P, G	None Req.	28 Days
Iodide	250	P, G	Cool, *≤6°C	24 Hours
Nitrogen				
Ammonia	500	P, G	Cool,*≤6°C H_2SO_4, pH<2	28 Days
Kjeldahl, Total	500	P, G	Cool, *≤6°C H_2SO_4, pH<2	28 Days
Nitrate & Nitrite	250	P, G	Cool, *≤6°C H_2SO_4, pH<2	28 Days
Nitrate	250	P, G	Cool, *≤6°C	48 Hours
Nitrite	250	P, G	Cool, *≤6°C	48 Hours
Dissolved Oxygen	300	G btl &top	None Req.	Analyze within 15 mins.
Phosphorus Ortho, Dissolved	100	P, G	Filter within 15 minutes Cool, *≤6°C	48 Hours

TABLE 2 (CON'T)

PARAMETER	VOL(ML)	CONTAINER	PRESERVATIVE	HOLDING TIME
Hydrolyzable	100	P, G	Cool, *≤6°C H_2SO_4, pH<2	28 Days
Total	100	P, G	Cool, *≤6°C H_2SO_4, pH<2	28 Days
Total, Dissolved	100	P, G	Cool, *≤6°C H_2SO_4, pH<2 Filter on site	24 Hours
Silica	100	P only	Cool, *≤6°C	28 Days
Sulfate	500	P, G	Cool, *≤6°C	28 Days
Sulfide	500	P, G	Cool, *≤6°C 2 ml zinc acetate plus NaOH, pH>9	7 Days
Sulfite	100	P, G	None Req.	Analyze within 15 minutes.
ORGANIC				
BOD	500	P, G	Cool, *≤6°C	48 Hours
COD	50	P, G	Cool,* ≤6°C H_2SO_4, pH<2	28 Days
Oil & Grease	1000	G only	Cool, *≤6°C H_2SO_4, pH<2	28 Days
Organic Carbon	250	P, G	Cool, *≤6°C H_2SO_4, pH<2	28 Days
Phenolics	1000	G only	Cool, *≤6°C H_2SO_4, pH<2	28 Days
MBAS	500	P, G	Cool, *≤6°C	48 Hours
NTA	100	P, G	Cool, *≤6°C	24 Hours
TOX	250	G only	Cool, *≤6°C H_2SO_4, pH<2	28 Days
VOA	40 (2)	G vials	Cool, *≤6°C	14 Days
Semi-Volatiles	1000	G Teflon	Cool, *≤6°C	14 Days

See SW-846 for more information

***Note:**
≤6°C = above freezing to ≤6°C

3. On site activity
   a. A field data sheet will be used to record information for each sampling point.
   b. Sample collection –
      1. Determine length of hose to be used to attach to the strainer and the auto sampler. Add an additional 2-4 feet to the length of hose to allow for proper setup.
      2. Strainer requires 1.5 inches to enter sampling port, the hose used is 3/8 ID and should not be pinched or crimped when set in place. Hose should be as straight as possible to avoid any sample remaining in tubing between cycles.
      3. Consult with client as to how often a sample is to be collected, and the volume of that sample. If water is being discharged 24 hours a day, the sample should be ran for the full 24 hours. See specifications on the permit as to the analysis that will be collected as a composite or a gram sample.
      4. Follow auto sampler guide lines for programming of the auto sampler.

   c. Sampling - A new pair of disposable gloves will be worn by personnel when sampling begins. Sample containers will be filled in the order described in Table 3. Grab sample may need to be pumped through auto sampler if discharge point is below grade (Teklab employees will not enter confined space). Grab samples for Oil & Grease that are taken below grade must be taken with a telescoping sampling pole. If flow is such that a 1 Liter container cannot be used to collect samples, multiple smaller containers will be used to obtain 1 liter of sample. Samples for Low Level Mercury analysis (Method 1631) should always be taken using clean hands/dirty hands methodology directly from the source by hand. (Refer to Appendix A of this SOP for Low Level Mercury Sampling Instructions). In situations where a grab sample is impossible to obtain by hand from the source, pre-cleaned tubing may be used to pull a sample with an auto sampler. A pre-cleaned sampling pole may also be used with a pre-cleaned polyethylene sleeve covering the sample collection portion of the sampling pole. Please refer to SOP 1085 for Cyanide collection. The sampling devices will be operated to minimize aeration of the sample. Composite samples will always be mixed thoroughly to form homogeneous samples prior to collection. Water to be tested for dissolved parameters will be passed through a 0.45- micron membrane filter before it is placed in the sample container. Preservation of sample will be according to Table 2.

TABLE 3
ORDER FOR FILLING SAMPLE CONTAINERS
IN COMPLIANCE WITH APPENDIX IX MONITORING

---

1. Volatile organics
2. Semi-volatile organics
3. Organochlorine pesticides
4. Chlorinated herbicides
5. Dioxins and furans
6. Total Metals
7. Dissolved Metals
8. Phenols
9. Nitrate
10. Sulfide
11. Misc. remaining parameters

---

d. Post-Sampling and Decontamination - Equipment to be decontaminated prior to sampling each sampling point includes 2.5gallon container, hose and any miscellaneous equipment which may or will come in contact with the samples. Teklab will dedicate hose where appropriate, other wise new hose will be used each time.

4. Quality Control and Quality Assurance
   a. Chain of Custody: A chain of custody record will be completed at the time of sampling. Samples will be considered under custody of an individual if: 1) they are in his or her possession, 2) they are in view after being in possession, or 3) they are sealed or locked to prevent tampering. When sample custody is transferred, individuals relinquishing and receiving will sign, date, and note the time on the form. The original form will accompany samples to the laboratory.

   b. QA/QC samples:
      1. A trip blank will accompany each sampling crew, when specified by the appropriate permit or requested by the client. It will consist of two 40 ml, Teflon-septum, vials filled with organic-free water. The trip blank will be stored, transported and shipped with the empty and filled sample vials for volatile organics. Laboratory analysis for volatile organics in the trip blank will verify if any contaminants were potentially introduced into environmental samples prior to analysis.
      2. An Equipment blank shall be analyzed, when specified by the appropriate permit or requested by the client. In such a case, each sampling crew will submit a sample of the distilled water used for equipment decontamination. Equipment blanks consisting of distilled water run through the decontaminated sampling equipment will be analyzed for metals and organics.

5. References
   a. Refer to the Teklab Quality Assurance/Quality Control Manual for specific information on Analytical Methodology and internal QA/QC procedures. See also, the applicable Teklab SOP's.

Cora L. Fickinger Digitally signed by Cora L. Fickinger DN: cn=Cora L. Fickinger Date: 2018.02.21 15:46:11 -06'00'

Cora L. Fickinger **02/21/2018**

Approving Authority Effective Date

TEKLAB INC
STANDARD OPERATING PROCEDURE
Cyanide Sampling Procedure

SCOPE
This procedure is applicable for the collection and preservation of aqueous samples to be analyzed for cyanide. The procedure is an attempt to treat known interferences prior to the analysis of cyanide. Holding time and preservation for cyanide will vary based on the interferences known to be present and the treatments performed. This procedure is applicable to wastewaters that are regulated by 40 CFR 136 and may be used for other samples upon client request or when interference is known to be present.

SUMMARY
Samples are collected in the appropriate containers and treated for known interference in the field during sample collection or in some instances in the lab prior to analysis.

SAFETY
Eye protection and gloves must be worn when running this analysis. Some chemicals associated with this analysis have the potential to be highly toxic or hazardous. Consult the appropriate SDS for more detailed safety information; especially review the SDS on the following chemicals: Lead Carbonate and Sodium Hydroxide.

EQUIPMENT & SUPPLIES
1. 60mL disposable syringe with Luer-Lock tip
2. 5 µm syringe filters
3. Lab-prepared HDPE bottles
4. Class A graduated cylinders as needed
5. 0.25g scoop
6. Transfer pipettes
7. Disposable plastic cups

REAGENTS & STANDARDS(Quality Manual Chapter 23)
1. *Acetate Buffer:* Dissolve 410g of sodium acetate tri-hydrate ($NaC_2H_3O_2 \cdot 3H_2O$) in 500mL of water. Add glacial acetic acid to yield pH of 4.5, approximately 500mL.
2. *Lead acetate Test Strips:* Purchase from vendor.
3. *5mL DPD packets:* Purchase from vendor.
4. *Formaldehyde Test Strips:* Purchase from vendor.
5. *Sodium Hydroxide Solution (1M):* Dissolve 40g NaOH to 1L with reagent water.
6. *Lead Carbonate ($PbCO_3$):* Purchase from vendor.
7. *Ascorbic Acid:* Purchase from vendor.
8. *pH Test strips:* Purchase from vendor.
9. *General laboratory deionized water (DI water):* Refer to section 26.5 of the Quality Assurance Manual for further description.

The reagents listed above have an expiration period of 12 months unless noted above. The above listed reagents and standards are stored on the bench unless noted above. Standards and reagents purchased from vendors expire one year from the day they are opened unless the vendor expiration date precedes that date.

PROCEDURE

Project Management

1. Obtain CN sample information checklist.
2. Fill in checklist with any and all available information (call client if necessary).
3. Attach CN sample information checklist to bottle order.

Sampling

1. Review PM portion of the CN sample information checklist for known interference and maximum dilutions allowed.
2. Collect approximately 500mL of sample in a 1L Silgan bottle. If bench method is requested, collect as close to 1L of sample as possible to still leave room for interference removal.
3. Test the sample for **sulfide** interference:
    a. Moisten a lead acetate test strip with acetate buffer and place a drop of sample on the moistened strip. Brown/black coloration of the test strip indicates the presence of sulfide. Record "Yes" for coloration and proceed to step 2i; "No" for no color change and proceed to step 4.
        i. If no field dilution is allowed according to the sample information checklist, proceed to step 2ii. If a dilution can be performed, document the volume of sample used, total volume when diluted, and Field Dilution Factor. Retest sample after dilution for sulfide interference. If test strip shows no color change, proceed to step 4. If test strip shows coloration, treat for sulfide interference according to step 2ii.
        ii. Add a small amount of powdered lead carbonate to the sample and invert to mix. Lead carbonate precipitates black lead sulfide and should be added in small increments until no more lead sulfide forms. Test supernatant liquid for sulfide interference to confirm sulfide is no longer present. Document treatment and result on sample information checklist. Immediately filter sample using a syringe and 5µm syringe filter. Continue to step 4.
4. Test the sample for **aldehyde** interference:
    a. Place a drop of sample on the formaldehyde test strip. Compare coloration of test strip with guide printed on test strip bottle. Record "Yes" for presence and "No" for absence and proceed to step 5.
5. Test the sample for **oxidant** interference:
    a. Pour ~5mL of sample into a plastic cup.
    b. Add one 5mL DPD packet and mix vigorously. A pink color indicates presence of oxidants. Record "Yes" for presence and proceed to step 5i; record "No" for absence and proceed to step 6.
        i. To treat for oxidant interference, add a few crystals of ascorbic acid to sample and invert to dissolve reagent and mix thoroughly. Retest sample again following procedure in step 5a. If needed, continue adding ascorbic acid in small increments (mixing well after each addition) until DPD test indicates absence of oxidants. Document treatment on sample information checklist and proceed to step 6.
6. If sample is known to contain sulfite or aldehyde interference, do not add NaOH preservative and check "No" in the Sample Preserved section of the sample information checklist. Notify the lab upon sample arrival so that any necessary accommodations can be made during sample prep and analysis. Otherwise, preserve sample to pH > 12 and check "Yes" in the Sample Preserved section.
7. Bring sample to the lab on ice.

Login

1. Is sample accompanied by CN sample information checklist?
    a. Yes, proceed with login process.
    b. No, notify lab that interference checks are required and proceed with login process.

Lab

1. See SOP 2097 for interference checks to be performed in lab when not previously performed in the field.

DATA ANALYSIS & CALCULATIONS

Field dilution factor = Total Volume when diluted/Sample Volume used for dilution

REFERENCES/ METHOD DEVIATIONS

ASTM D7365-09

TABLES & DIAGRAMS

N/A

SAMPLE HANDLING

See 1000 Series SOP Appendix B

POLLUTION PREVENTION

See 1000 Series SOP Appendix D

WASTE MANAGEMENT

See 1000 Series SOP Appendix D

SIGNATURE

Stacy A Mathis

3/2/2018

Approving Authority | Date (Approval/Effective)

The use of this SOP is governed by the TEKLAB Quality Assurance Manual and associated SOPs including but not limited to 1030, 1031, 1250, 1280, 1290, and 1310. Implementation of this SOP must always comply with the requirements of the Quality Assurance Manual and the applicable Section 1000 SOPs. For any necessary sub-sampling refer to SOP 1150.

Sampling Instructions for Low Level Mercury Analysis (Method 1631)

Please read very carefully prior to sample collection.

1) If sampling equipment other than the sample bottles is required, follow these instructions:
   a) Use the instructions for gloves in step three below.
   b) Clean any equipment with detergent and mild acid, rinse well with tap water, and then rinse well with distilled or deionized water.
   c) Collect an equipment blank by dipping the equipment into a bottle of deionized water obtained from the lab. Alternately, pour deionized water over the equipment and collect in the equipment blank bottle provided by the lab.
   d) Store clean equipment in a sealed clear polyethylene bag until use.
   e) Prior to sampling, send the equipment blank to the lab for analysis, to verify that the equipment will not contaminate the samples.

2) If you are collecting by this method to meet requirements for your NPDES permit under Special Condition 9, the sample is required to be collected as a *grab* sample. Collect samples upwind if possible.

3) This method is very sensitive and detects mercury (Hg) at *ppt* (parts per trillion) levels. Talc free gloves must be worn when collecting the sample(s). In the clean hands/dirty hands sampling technique of EPA-1669 one person handles all equipment and the other person handles the sample bottles. If one person must do the sampling, wear multiple layers of gloves so that dirty gloves can be easily removed to expose clean gloves when handling the bottles. The bottles you are given have been pre-certified by Teklab to ensure there is no contamination from the containers prior to sample collection.

4) If you are collecting one sample, you will receive a total of 3 containers in a polyethylene bag. One container of *deionized water*, one empty container to transfer the deionized water into for a *field blank*, and one container for the actual sample. If you are collecting more than one sample, only one field blank container is required per 10 samples, per *sample site*.

5) Prepare the field blank sample first by opening the empty sample container and filling it with the deionized (DI) water, provided by Teklab, Inc. **Do not overfill**, as contamination is possible. Close the lid immediately and return to polyethylene bag. Discard the jar that had contained the deionized water, **do not re-use**.

6) Fill sample containers for each sampling site and close the lids immediately. Label samples and return to the polyethylene bag. Submit the sample(s) to Teklab **within 48 hours of collection**. Samples will only be accepted Monday through Friday.

7) Please indicate the analysis and method number **Hg 1631** on the chain of custody submitted with the sample(s). This will ensure the analysis meets the required minimum detection limits.

Glossary

Deionized Water: Water that has had its mineral ions removed. This is a physical process that uses special resins that bind to and filter out mineral salts from water (such as sodium, calcium and iron for example).

Field Blank: A sample bottle of clean matrix, usually deionized water, that accompanies a sample or group of samples from one sample site back to the lab. The field blank is analyzed at the lab to determine if the sample or samples were contaminated with the target analyte during the sampling process.

Grab: A sample taken by one filling of a sample bottle, from one sampling point, at one moment in time.

PPT: Parts-per notation is often used in the measure of dilutions or concentrations in chemistry. In this case, part-per-trillion is equivalent to 1/20 of a drop of water added to a two-meter-deep Olympic-sized swimming pool. 1 PPT in water = 1 ng/L of water.

Sample Site: The location of one sampling point.

Teklab, Inc.
Environmental Laboratory
1319 Butterfield Road, Suite 502
Downers Grove, IL 60515
(630) 324-6855

7. Analyses Turnaround Times and Results Reporting

We intend to perform our sample collection, analysis and report results to the City of Bensenville in 6 working days for all samples collected or received. Our average sample analysis turnaround time was 3.79 working days in 2017.

Our Laboratory Information Management System (LIMS) is used to track all samples from the time the bottle order is created until testing results are reported. LIMS allows us to provide reports in many different formats. Our system also allows us to enter field data and then include this data in any exportable format. We have 2 full time IT employees to assist us with data management and formatting.

8. Time Schedule for Completion of Outlined Services

Teklab plans on following the schedule set by the City of Bensenville and Baxter & Woodman for sample collection. We would plan on setting up 4 auto samples per week to insure industrial discharge samples are collected as early as possible in the quarter. This would allow us time for resamples and any equipment maintenance that we have scheduled.

BENSENVILLE
GATEWAY TO OPPORTUNITY

CONTRACT

THIS AGREEMENT ("Agreement"), made and entered into as of this ___day of October 2017, by and between the: **VILLAGE OF BENSENVILLE,** a municipal corporation, organized and existing under the laws of the State of Illinois (hereinafter referred to as "VILLAGE") and Teklab, Inc. of Downers Grove Illinios, a corporation authorized to do business in the State of Illinois (hereinafter referred to as "CONTRACTOR"):

RECITALS

WHEREAS, the Village of Bensenville seeks to retain CONTRACTOR to provide Local Limit Sampling services to the Village; and

WHEREAS, CONTRACTOR has been chosen to provide these services for the VILLAGE; and

WHEREAS, the CONTRACTOR acknowledges that this Agreement is specifically for those services as defined herein, and that the VILLAGE reserves the right to solicit other contractors for related services that may fall outside the scope of the Agreement; and

WHEREAS, this Agreement shall be in full force and effect until December 31, 2017, subject to either party's right to terminate the Agreement upon 30 days' prior written notice for any reason.

NOW, THEREFORE, IN CONSIDERATION of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. DESCRIPTION OF WORK: See "Village of Bensenville – Local Limits Sampling – Laboratory Request for Proposal", attached hereto as Attachment #1, as prepared by Baxter & Woodman, Inc.

II. SERVICE AND RATES: See Attachment #2.
Teklab will be picking up every day when there is a sample at the Wastewater Treatment Plant in order to meet the hexavalent chromium hold time without using buffers.

III. STANDARDS: CONTRACTOR will provide all labor, tools, and equipment needed to perform professional quality work in a timely manner as directed and evaluated by the Director of Public Works. Services will be performed with integrity and professional manner. The Director of Public Works shall have the right to terminate this Agreement by written notice to CONTRACTOR if the Director of Public Works believes CONTRACTOR's work is unsatisfactory.

IV. DAMAGE TO PROPERTY: CONTRACTOR shall be responsible for any property damage caused during its performance of services described in this Agreement. CONTRACTOR will correct any such damage at CONTRACTOR's expense, to the reasonable satisfaction of the Director of Public Works. CONTRACTOR must inform the Director in writing of any damages caused and the manner in which they will be repaired. All damages shall be corrected within one week of the occurrence.

V. CONTRACT DURATION

A. This Agreement shall be in full force and effect until December 31, 2017 subject to either party's right to cancel upon 30 days' notice for any reason.

B. The VILLAGE may terminate this Agreement "for cause" including, but not limited to:

1. Filing of bankruptcy by CONTRACTOR.

2. Failure of CONTRACTOR to provide the services described in this Agreement in accordance with the specifications and standards contained herein, in which case no notice is required.

VI. INSURANCE :

A. During the duration of this Agreement, the CONTRACTOR shall maintain the following insurance coverage limits:

1. Workers' Compensation Insurance as prescribed by Illinois Statute

2. General Liability Insurance:
   - $1,000,000 per occurrence
   - $1,000,000 aggregate

3. Property Damage Liability Insurance:
   - $1,000,000 per occurrence
   - $1,000,000 aggregate

4. Vehicle Liability:
   - $1,000,000 per occurrence

B. The CONTRACTOR shall furnish a certificate of insurance verifying the existence of the aforementioned coverages. Further, the VILLAGE shall be named as additional insured on each policy for any liability arising out of the CONTRACTOR'S work.

C. The CONTRACTOR shall indemnify and forever hold harmless, including the payment of reasonable attorneys fees and court costs, the VILLAGE, its agents, officials and employees against any and all claims for injuries, death, loss damages, claims of every type, nature and description (including without limitation environmental and patent claims), suits, liabilities judgments, costs and expenses arising from or related in any way to the alleged negligence or act or omission of the CONTRACTOR or its employees, agents, servants, subcontractors or suppliers in connection with performance of this Agreement.

D. The CONTRACTOR shall, at the CONTRACTOR'S own expense, appear, defend any and pay all charges of attorneys and all costs and other expenses arising from the foregoing, or incurred in connection therewith in the defense of the VILLAGE, its agents, officials and employees.

VII. FEDERAL, STATE and VILLAGE LAWS

A. The CONTRACTOR shall adhere to all Federal, State and VILLAGE Laws.

B. The CONTRACTOR shall adhere to all Federal and State guidelines governing equal employment opportunities.

VIII. NOTICES

A. Except as otherwise explicitly provided in this Agreement, all notices permitted or required to be given by the parties to this Agreement shall be in writing and shall be delivered to the addressee at:

Joe Caracci, Director of Public Works
Village of Bensenville
717 E Jefferson
Bensenville, Illinois 60106

B. Notices to the CONTRACTOR shall be addressed to, and delivered at, the following address: JOHN RILEY CEO
5445 HORSESHOE LAKE RD
COLLINSVILLE, IL 62234

IX. TERMS

A. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby.

B. This Agreement sets forth the entire agreement between the parties with respect to the accomplishment of the work and the rates and charges therefore.

C. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the VILLAGE and the CONTRACTOR.

X. MISCELLANEOUS

A. The CONTRACTOR covenants and agrees to comply at all times with all applicable laws, ordinances and regulations in the performance with and in any manner related to the CONTRACTOR's rights, duties, obligations and operations under this Agreement. The CONTRACTOR shall obtain and maintain in effect all licenses and permits necessary to perform its obligations under this Agreement.

B. The CONTRACTOR shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

C. The CONTRACTOR warrants that it is experienced in each of the areas under which it will have duties and obligations under this Agreement and that it has adequate personnel and experience to properly and satisfactorily discharge its duties and obligations under this Agreement.

D. Applicable law: This Agreement shall be interpreted according to the laws of, but not the conflicts of laws rules of, the State of Illinois.

IN WITNESS WHEREOF, the CONTRACTOR has executed this Agreement by its duly appointed agents, and the Village has executed this Agreement with its corporate seal affixed thereto, by its Village President and Village Clerk acting pursuant to authority granted by the Board of Trustees thereof, all on the day and year first written above.

VILLAGE OF BENSENVILLE	**CONTRACTOR:**
By: _____	By: _____
Evan Summers	JOHN RILEY
Its: Village Manager	Its: CEO
Attest: _____	Attest: _____
Nancy Quinn, Village Clerk	DAVID MONTES
Date: 10/27/17	Date: 10/19/2017

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
KLEIN-MERWIN-KARRER & ASSOC INC
10041 BUNKUM ROAD
P.O. BOX 3130
FAIRVIEW HEIGHTS IL 62208

CONTACT NAME: Peggy Lugge
PHONE (A/C, No, Ext): (618)398-5800 FAX (A/C, No): (618)398-7475
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ESSEX INSURANCE CO	
INSURER B : COLUMBIA INSURANCE GROUP	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TEKLAB INC
5445 HORSESHOE LAKE ROAD
COLLINSVILLE IL 62234

COVERAGES

CERTIFICATE NUMBER: CL175309368 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			MKLV2ENV100101	5/1/2017	5/1/2018	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	50,000
							MED EXP (Any one person)	$	5000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			CAPIL0000016618	5/17/2017	5/17/2018	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
							UM/UIM BI SINGLE LMT EA	$	1,000,000
A	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			MKLV2EFX100030	5/1/2017	5/1/2018	EACH OCCURRENCE	$	2,000,000
							AGGREGATE	$	2,000,000
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCPIL0000022343	5/1/2017	5/1/2018	X PER STATUTE / OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	POLLUTION LIABILITY			MKLV2ENV100101	5/1/2017	5/1/2018	EACHPL OR CPL LIMIT		1,000,000
	PROFESSIONAL LIABILITY			MKLV2ENV100101	5/1/2017	5/1/2018	SHARED GENERAL AGG		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT SITE IS VILLAGE OF BENSENVILLE'S PUBLIC WORKS FACILITY, LOCATED AT 717 EAST JEFFERSON ST., BENSENVILLE, IL

CERTIFICATE HOLDER

VILLAGE OF BENSENVILLE
12 SOUTH CENTER ST
BENSENVILLE, IL 60106

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
DAVID MERWIN/PEG DAVID MERWIN

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BENSENVILLE

12 S. Center St.
Bensenville, IL 60106

Office: 630 766 8200
Fax: 630 350 3434

www.bensenville.il.us

Vender Registration Form

Full Name of Business: TEKLAB, INC.

Full Name of Business Owner as it Appears on your Business License:

TEKLAB, INC.

Address: 545 HORSE SHOE LAKE RD., COLLINSVILLE, IL 62234

Phone: 877 344 1003 Fax: 618 344 1005
618 344 1004

Email: EHURLEY@TEKLABINC.COM

Primary Contact Person: ELIZABETH HURLEY

Nature of Business: COLLECTION AND ANALYSIS OF WASTE WATER AND SLUDGE SAMPLES

Terms and Applicable Trade Discounts: NET 30

Special Services (e.g. free delivery, pick-up, and installation):

WASTEWATER SAMPLING AND ANALYSIS. SUPPLIES ARE INCLUDED IN THE COST OF ANALYSIS AND WILL BE DELIVERED AS NEEDED.

Please include a W-9 Form

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Teklab, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
5445 Horseshoe Lake Road

Requester's name and address (optional)

6 City, state, and ZIP code
Collinsville, IL 62234

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
3 7 – 1 2 0 8 9 5 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Kathleen Wilson Date ▶ 5-8-2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Jovana Dacic	Public Works	March 19, 2019

DESCRIPTION:

Consideration of a Resolution Authorizing the Execution of a Contract with St. Aubin Nursery & Landscaping, Inc. for the 2019 Tree Purchase and Delivery in the Not-to-Exceed Amount of $32,400

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
COW	March 19, 2019

BACKGROUND:

In an effort to grow and diversify Village's rich urban forestry, Public Works plans to plant in-house 160 trees.

- 60 in the Spring
- 60 in the Fall
- 40 in the Redmond Park as part of the Village's Arboretum

Trees are valuable, beneficial and necessary for the health of the public and the Planet. They produce oxygen, reduce harmful CO2 from atmosphere, promote respiratory health, enhance aesthetics, and increase property values. Tree canopies cool the streets in hot summer days, shield public from UV rays, absorb dust, wind, muffle sound from traffic, beautiful green sightings, living environment for various wild life and birds, slow stormwater run-offs and generally increase the quality of human life.

KEY ISSUES:

Public Works Department advertised for a competitive bid in mid-February. Two (2) bids were received and opened March 6: Goodmark Nurseries and St. Aubin Nursery & Landscaping Inc. Below are the results of the bid:

	Contractor	Base Bid Price	Base Bid	Bid Bond	Alternate Bid
#1	Goodmark Nurseries	$11,850	9/20 species	√	19/76 species
#2	St. Aubin Nursery & Landscaping Inc.	$22,830	20/20 species	√	62/76 species

While the base bid price puts Goodmark Nurseries as the lowest apparent bidder, this is due to incomplete base bid (# of species) the Village solicited. At this point, the staff is confident to award the contract to St. Aubin Nursery & Landscaping, a company the Village has contracted before, has good relationship with, and is able to provide a complete, affordable, and quality trees.

ALTERNATIVES:

Discretion of the Committee.

Because the base bid came in lower ($22,830) than the estimated budgeted amount ($30,000) the Village may be able to capitalize on this opportunity and use the difference in the funds to purchase ALL (63) requested Arboretum species instead of forty (40) as previously planned. Total for all Arboretum trees in the Alternate bid is $14,643 (we budgeted to spend $10,000)

The difference between base bid and the budgeted amount is +$7,170. This difference could cover the cost for ALL the Arboretum trees (63 in total) on the list.

RECOMMENDATION:
Staff recommends award of the contract to St. Aubin's Nursery & Landscaping Inc.

BUDGET IMPACT:
$30,000 has been allocated in 11050430-549990 for base bid trees
$10,000 has been allocated in 11050430-549990 for Arboretum trees

ACTION REQUIRED:
Approval of a Resolution Authorizing the Execution of a Contract with St. Aubin Nursery & Landscaping, Inc. for the 2019 Tree Purchase and Delivery in the Not-to-Exceed Amount of $32,400.

ATTACHMENTS:

Description	Upload Date	Type
RES - 2019 Tree Purchase & Delivery	3/12/2019	Resolution Letter
2019 St. Aubin Nursery Bid	3/12/2019	Backup Material
2019 Goodmark Nurseries Bid	3/12/2019	Backup Material
Daily Herald Ad	3/12/2019	Backup Material
40 Arboretum Trees Cost	3/12/2019	Backup Material
All Arboretum Trees (63 species)	3/12/2019	Backup Material

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A CONTRACT WITH ST AUBIN NURSERY & LANDSCAPING, INC. FOR THE 2019 TREE PURCHASE AND DELIVERY IN THE NOT-TO-EXCEED AMOUNT OF $32,400

WHEREAS the Village of Bensenville, in an effort to grow and diversify our urban forest intends to plant 160 trees in 2019, and

WHEREAS the effects of EAB has taken a significant toll on our Urban Forest; and

WHEREAS the Village plans to plant sixty (60) trees in the spring and sixty (60 in the fall; and

WHEREAS the Village plans to continue establishing an Arboretum by identifying and planting additional forty (40) species of trees, and

WHEREAS the Village formally opened bids for the tree planting program on March 6, 2019, and

WHEREAS two bids were submitted by Goodmark Nurseries and St. Aubin Nursery & Landscaping Inc.

WHEREAS Goodmark Nurseries submitted an incomplete bid.

WHEREAS St. Aubin Nursery & Landscaping Inc. submitted a complete bid, including 63 species of Arboretum trees, and

WHEREAS the Village has contracted St. Aubin in the past and has good working relationship with, 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 the Execution of a Contract with St. Aubin Nursery & Landscaping, Inc. for the 2019 Tree Purchase and Delivery in the Not-to-Exceed Amount of $32,400

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 26, 2019

APPROVED:

_____
Frank DeSimone

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

BENSENVILLE
GATEWAY TO OPPORTUNITY

2019 Tree Purchase & Delivery

Invitation for Bids (IFB)

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

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INVITATION TO BID:

2019 Tree Purchase & Delivery

February 7, 2019

Notice is hereby given that the Village of Bensenville is seeking bids from qualified, licensed nurseries for establishing a contractual agreement for the 2019 Tree Purchase and Delivery. The bids shall be sent to:

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

The Village of Bensenville will accept Sealed Bids until **09:30am local time on Wednesday March 6, 2019.** The Bid must be in a sealed opaque envelope plainly marked *2019 Tree Purchase and Delivery Bid.* The forms can be found at www.bensenville.il.us under "Business." The packet can also be picked up at the Public Works Department, 717 E Jefferson Street, Bensenville, IL 60106. Detailed information may be obtained by contacting Jovana Dacic at 630-594-1012 or via email at jdacic@bensenville.il.us.

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

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

Nancy Quinn
Village Clerk

GENERAL TERMS AND CONDITIONS

1. CONDITIONS

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

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

2. BID SECURITY

2.1 Each Bid must be accompanied by Bid security made payable to the Village in an amount of five percent (5%) of the Bidder's base Bid price and in the form of a certified or bank check or a Bid Bond.

2.2 Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the OWNER, having the minimum equivalent of a Best and Co. 5A Rating.

2.3 Upon project starting, the Bid deposit will be returned. Failure of the bidder to execute a contract after notice of contract award will result in forfeiture of the Bid deposit. Bid deposit shall be retained by the Village as liquidated damages, not a penalty.

2.4 Village will return Bid deposits from unsuccessful Bidders if requested after contract is awarded by the Village Board and all documents are executed.

3. ADJUSTMENTS TO THE CONTRACT

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

3.1 The Village may terminate the contract for any reason with thirty (30) day written notice.

4. TIME OF COMPLETION, PENALTY, AND LIQUIDATED DAMAGES

4.1 The CONTRACTOR understands that all contract times are of the essence. Penalties will be imposed for non-completion of the set dates.

4.2 Should the CONTRACTOR fail to complete the work within the time specified in the Contract or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the OWNER in the amount of Two Hundred Fifty dollars ($250.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

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

SCOPE OF WORK

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

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

1. APPLICABLE SPECIFICATIONS AND STANDARDS:

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

2. QUALITY OF TREE MATERIALS

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

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

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

2.3 Trees shall be true to their name as specified.

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

4. **MEASUREMENT FOR SIZE** - Take caliper measurements six inches (6") above ground.

5. **QUANTITY** – The Village requests a base bid for 60 trees per planting season (Spring/Autumn) totaling 120 trees. Additional trees will be specified in separate alternate bids. The Village reserves the right to increase or decrease the number of any species of trees depending upon need.

6. INSPECTION OF TREE MATERIAL

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

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

7. **DIGGING OF TREES** - Trees shall not be dug until the contractor is ready to transport them from their original locations to the site of work or approved storage. Trees shall be dug and properly loaded for delivery in the current calendar year (2019.) They shall be dug with care, avoiding injury to the trees or loss or damage of the roots, including all of the fibrous roots. Immediately after digging, roots shall be protected against drying and freezing. Proper irrigation of newly dug trees should be provided by the nursery to maintain to quality.

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

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

10. **VILLAGE PERFORMED TREE PLANTING PROCEDUREE**

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

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

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

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

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

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

11. **DELIVERY TIMEFRAME** – Delivery date for Spring tress shall be **April 1** through **May 15**; delivery dates for Fall trees shall be **September 1** through **October 15**.

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

BIDDER INFORMATION SHEET

NAME (PRINT)	C. Todd Sullivan
SIGNATURE	
COMPANY NAME (PRINT)	St. Aubin Nursery
ADDRESS	35445 Irene Road Kirkland, IL 60146
TELEPHONE	815-522-3535
FACSIMILE	815-522-6663
EMAIL	info@staubin.com

Please Return to:

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

The bid must be in a **sealed opaque** envelope **plainly marked: "2019 TREE PURCHASE & DELIVERY BID"**

The bids must be received by **9:30 AM, Wednesday, March 6, 2019** and thereafter immediately publically opened and read in the Village Hall Board Room (12 S Center Street, Bensenville, IL 60106.)

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

BID BOND
(Percentage)

Bond No. 64515872

KNOW ALL PERSONS BY THESE PRESENTS, That we St. Aubin Nursery & Landscaping, Inc.
of 35445 Irene Road, Kirkland, IL 60146
, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto Village of Bensenville

~~of~~
, hereinafter referred to as the Obligee, in the amount of
Five Percent of the Amount Bid
(5%), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for
2019 Tree Supply
.

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 6th day of March, 2019.

Principal

St. Aubin Nursery & Landscaping, Inc.

BY: C T Aubin

Surety

WESTERN SURETY COMPANY

BY: Jonathan P Tomek
Jonathan P Tomek, Attorney

WESTERN SURETY COMPANY SOUTH DAKOTA CORPORATE SEAL

Form F4595-8-2001

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 64515872

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Jonathan P Tomek

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: St. Aubin Nursery & Landscaping, Inc.

Obligee: Village of Bensenville

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 64515872 is not issued on or before midnight of June 4th, 2019, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 6th day of March, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA } ss

On this 6th day of March, in the year 2019, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 6th day of March, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-10-2017

BIDDER REFERENCES FORM

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

Reference #1:

Client/Municipality Name:	Village Of Hoffman Estates
Address:	1900 Hassel Road Hoffman Estates, IL 60169
Contact Person:	Nick Lackowski
Telephone	847-815-7613
Fax	847-781-2624
Email Address:	nicolas.lackowski@hoffmanestates.org

Reference #2:

Client/Municipality Name:	Village of Winnetka
Address:	510 Greenbay Road Winnetka, IL 60093
Contact Person:	Jim Stier
Telephone	847-716-3535
Fax	847-716-3599
Email Address:	jstier@winnetka.org

Reference #3

Client/Municipality Name:	Village of Skokie
Address:	9050 Gross Point Road Skokie, IL 60077
Contact Person:	Liz Zimmerman
Telephone	847-933-8427
Fax	847-673-9389
Email Address:	elizabeth.zimmerman@skokie.org

BID PRICE FORM

SPRING 2019 TREE PLANTING LIST				
Common Name	**Scientific Name**	**Quantity**	**Unit Price**	**Total Cost**
Sugar Maple	Acer saccharum	6	180-	1080-
Male	Ginkgo biloba	6	220-	1320-
Kentucky Coffeetree	Gymnocladus dioicus	6	170-	1020-
Sweetgum	Liquidambar styraciflua	6	220-	1320-
Swamp White Oak	Quercus bicolor	6	180-	1080-
Bur Oak	Quercus macrocarpa	6	160-	960-
Red Oak	Quercus rubra	6	190-	1140-
Japanese Pagodatree	Styphnolobium japonica	6	170-	1020-
Serviceberry (single-stem)	Amelanchier x grandiflora	6	205-	1230-
Cornelian Cherry Dogwood (single stem	Cornus Mas	6	205-	1230-
	SUBTOTAL (A)	**60**		11,400-

FALL 2019 TREE PLANTING LIST				
Common Name	**Scientific Name**	**Quantity**	**Unit Price**	**Total Cost**
Hackberry	Celtis occidentalis	6	195-	1170-
Katsura Tree	Cercidiphyllum japonicum	6	195-	1170-
American Beech	Fagus grandifolia	6	205-	1230-
London Planetree	Platanus acerifolia	6	195-	1170-
Littlelead Linden	Tilia cordata	6	170-	1020-
Hybrid Elm (1)	Ulmus (1)	6	185-	1110-
Hybrid Elm (2)	Ulmus (2)	6	185-	1110-
Zelkova	Zelkova serrata	6	195-	1170-
Thornless Hawthorn (single-stem)	Crataegus crusgalli inermis	6	195-	1170-
Sargent Crabapple (single-stem)	Malus x sargentii	6	185-	1110-
	SUBTOTAL (B)	**60**		11,430-

AVAILABILITY SUBJECT TO PRIOR ORDERS

2019 TOTAL Bid Price (A+B) = $ 22,830.00

BID PRICE FORM CONTINUED

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

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

ALTERNATE BID

The Village is also soliciting alternate bids for an Arboretum Project. The Village intends to plant forty (40) different species of trees. Below is the list of species the Village may pursue. The Village also understands the Contractor **may not** have all species available.

Genus/Species	Quantity	Unit Price
Acer campestre (Hedge Maple)	1	$ 220.00
Acer freemanii (Marmo Maple)	1	$ 210 –
Acer freemanii (Sienna Glen Maple)	1	$ 205 –
Acer ginnala (Amur Maple)	1	$ 195 –
Acer griseum (Paperbark Maple)	1	$ –
Acer nigrum (Black Maple)	1	$ 220 –
Acer nigrum (Green Columnar Black Maple)	1	$ 325 –
Acer palmatum (Japanese Maple)	1	$ 325 –
Acer platanoides (Columnar Norway Maple)	1	$ 250 –
Acer platanoides (Deborah Norway Maple)	1	$ 210 –
Acer rubrum (Armstrong Maple)	1	$ 180 –
Acer saccharum (Green Mountain Sugar Maple)	1	$ 205 –
Aesculus glabra (Ohio Buckeye)	1	$ 180 –
Aesculus hippocastanum (Horse Chestnut)	1	$ 180 –
Alnus glutinosa (European Black Alder)	1	$ 190 –
Alnus incana (Grey Alder)	1	$ –
Amelanchier grandiflora (Autumn Brilliance Serviceberry)	1	$ 200 –
Carpinus betulus (Frans Fontaine)	1	$ 220 –
Catalpa erubescens 'Purpurea' (Purple Catalpa)	1	$ 195 –
Catalpa speciosa (Northern Catalpa)	1	$ 195 –
Cercis Canadensis (Appalachian Red Redbud)	1	$ 215 –
Cercis Canadensis (Eastern Redbud)	1	$ 215 –
Cercidiphyllum japonicum (Katsura Tree)	1	$ 205 –
Cladrastis kentukea (Yellowwood)	1	$ 275 –
Cornus florida (Yellow Flowering Dogwood)	1	$ –
Cornus florida 'rubra' (Pink Flowering Dogwood)	1	$ 210 –
Eucommia ulmoides (Hardy Rubbertree)	1	$ 260 –
Ginkgo biloba (Magyar Ginkgo)	1	$ 245 –
Ginkgo biloba (Princeton Sentry Ginkgo)	1	$ 265 –

AVAILABILITY SUBJECT TO PRIOR ORDERS

Gleditsia triacanthis inermis (Shademaster Honeylocust)	1	$ 235 –
Gleditsia tria. inermis 'Wandell' (Perfection Honeylocust)	1	$ 235 –
Liquidambar styraciflua (Sweetgum)	1	$ 275 –
Liquidambar styraciflua 'Hapdell' (Happidaze Sweetgum)	1	$ 300 –
Liriodendron tulipifera 'Fastigiatum' (Arnold Tuliptree)	1	$ 249 –
Magnolia acuminate (Cucumber Magnolia)	1	$ 210 –
Magnolia stellata (Royal Star Magnolia)	1	$ 220 –
Malus (Donald Wyman)	1	$ 210 –
Malus ioensis (Iowa Crabapple)	1	$ 200 –
Malus ioensis (Prairie Rose)	1	$ 200 –
Malus (Pink Sparkles)	1	$ –
Malus (Prairie Fire Crabapple)	1	$ 200 –
Malus sargentii (Sargent Crabapple)	1	$ 210 –
Malus 'Schmidtcutleaf' (Golden Raindrops Crabapple)	1	$ 215 –
Malus (Spring Snow Crabapple)	1	$ 210 –
Nyssa sylvatica (Black Gum / Tupelo)	1	$ 239 –
Ostrya virginiana (Hop Hornbeam)	1	$ 230 –
Platanus acerifolia (Bloodgood Planetree)	1	$ –
Platanus acerifolia (London Planetree)	1	$ –
Platanus acerifolia 'Morton Euclid' (Ovation Planetree)	1	$ 240 –
Platanus occidentalis (American Sycamore)	1	$ 240 –
Populus alba (White Poplar)	1	$ –
Populus deltoides (Siouxland Poplar)	1	$ 260 –
Prunus pendula (Weeping Cherry)	1	$ 270 –
Prunus serotine (Black Cherry)	1	$ 270 –
Prunus subhirtella 'Autumnalis' (Fall Flowering Cherry)	1	$ 260 –
Prunus virginiana (Chokecherry)	1	$ –
Pyrus calleryana (Autumn Blaze Pear)	1	$ 200 –
Pyrus calleryana 'Gladzam' (Gladiator Pear)	1	$ –
Quercus alba (White Oak)	1	$ 320 –
Quercus coccinea (Scarlet Oak)	1	$ 300 –
Quercus 'Crimschmidt' (Crimson Spire Oak)	1	$ 300 –
Quercus muehlenbergii (Chinkapin Oak)	1	$ 285 –
Quercus palustris (Pin Oak)	1	$ 255 –
Quercus velutina (Black Oak)	1	$ 320 –
Robinia pseudoacacia (Chicago Blues Black Locust)	1	$ –
Styphnolobium japonica (Japanese Pagodatree)	1	$ 320 –
Syringa pekinensis 'Morton' (China Snow Peking Lilac)	1	$ 250 –
Syringa pekinensis (Pekin Lilac)	1	$ 250 –
Syringa pekinensis (Summer Charm Peking Lilac)	1	$ –
Tilia cordata 'Corzam' (Corinthian Littleleaf Linden)	1	$ –
Ulmus americana (Princeton Elm)	1	$ 210 –
Ulmus parvifolia (Chinese Elm)	1	$ 210 –

AVAILABILITY SUBJECT TO PRIOR ORDERS

Ulmus (Patriot Elm)	1	$ 210-
Viburnum prunifolium (Blackhaw Viburnum)	1	$ 240-
Zelkova serrate (Musashino Zelkova)	1	$ —
Zelkova serrata (Village Green Zelkova	1	$ —

AVAILABILITY SUBJECT TO PRIOR ORDERS

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

1) Prevailing Wages- The bidder shall pay not less than the prevailing rate of wages as found by the Department of Labor or determined by the court to all laborers, workers and mechanics performing work under this contract. Bidder must adhere at all times to Federal Wage Determination #Il89-11, Rev.Stat.Section 39 S-2 (Modification #3). It is the Contractors responsibility to determine the applicability of Prevailing Wage rates on this project.

2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:

   a) Services performed do not comply with specifications of contract with the vendor;
   b) Work is not done within the contract's specified in the contract;
   c) An offer is not kept firm for the length of time specified in the contract;
   d) Contractor fails to provide performance bond when required by invitation to bid;
   e) Contractor is found guilty of collusion;
   f) Bankruptcy or other evidence of insolvency is found;
   g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.

3) Compliance to Law -

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

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

CONDITIONS FOR BIDDING

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

   b) Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.

2) Bid Price Form - Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "2019 Tree Purchase and Delivery Bid".

3) Late Bids - Formal bids received after specified bid opening time will not be considered and will be returned unopened.

4) Withdrawal of Bids - A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.

5) Examination of Bidding Documents - Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to bid due date, notify the Village Clerk who will, if necessary, send written addenda to all bidders. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.

6) Mistake in Bid and Bid Changes - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.

7) Bid Binding - Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.

8) Changes in Contract Documents - Changes or corrections may be made by the Village in contract documents after they have been issued by the Village to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. Except in unusual cases, addenda will be issued to each of the bidders at least four (4) days prior to date established for receipt of bids.

9) Response to Invitations - Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.

10) Bid Attachments - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.

11) Bidder's Competence - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractor's Qualification statement, AIA Document A305. The Village reserves

the right to require specific references of communities or companies that have purchased like materials.

12) Bid Opening - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.

13) Bid Award - The bidder acknowledges the right of the Village to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items to a single bidder (to accept, split, and or reject part(s) of any of all bids). In addition, the bidder recognizes the right of the Village to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

AWARD OR REJECTION OF BIDS

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

2) Notice of Award - A delivered executed contract shall be the binding contract.

CONTRACT PROVISION

1) Material, Equipment, and Workmanship: - Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. CONTRACTOR shall, if required to furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the GOODS.

2) Equipment and Shop Drawings - When the contract requires detailed shop drawings and layouts, bidder shall submit them to the Director of Public Works, or his/her designee, for his/her approval. Drawings shall show the characteristics of equipment and operation details.

3) Village Supervision - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".

4) Village Insurance Requirement – Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors.

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

      (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
      (2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and

(3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 "Any Auto."
(4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

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

(1) Commercial General Liability $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000.

(2) Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of $1,000,000 per accident.

C) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

D) Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

(a) The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.

(b) The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.

(d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause, language stating that Contractor's insurance shall apply separately to each insured against who claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

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

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

(3) **All Coverages**

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

E) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois

F) **Verification of Coverage**

Contractor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The Village of Bensenville reserves the right to request full-certified copies of the insurance policies and endorsements.

G) **Subcontractors**

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

H) **Assumption of Liability**

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement

I) **Indemnity/Hold Harmless Provision**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connections therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understand and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settles or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

5) <u>F.O.B.</u> - All prices must be quoted F.O.B. Bensenville Illinois. Shipments shall become the property of the Village after delivery and acceptance.

   a) CONTRACTOR shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious, mischief, collapse, water damage and such other perils, as CONTRACTOR deems appropriate.

6) **Delivery Schedule** - Bid items must be delivered within sixty (60) days from the date of execution of the contract unless a specific delivery date is stated on the bid. The Village may cancel contract without obligation if Delivery requirements are not met. If said contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision enumerated herein. All deliveries must be made on Monday - Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m. Contractor is expected to ship in full truckload quantities within said sixty (60) day period unless prior approval has been granted by the Village in advance for circumstances beyond the control of the contractor.

7) **Delivery** - Bid price shall include delivery as indicated herein.

8) **Default** - The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

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

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

9) **Alternate Materials and Equipment** - Where specifications read "or approved equal", contractor shall direct a written description to the Director of Public Works for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives, they must be identified by brand name and catalog number; in addition, the manufacturer's literature shall be included with the bid. However, bidders will be required to furnish samples upon request and without charge to the Village.

10) **Bidder's Access to Procurement Information** - All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.

11) **Acceptance** - Contracted work will be considered accepted when final payment is made.

12) **Payment** -
    a) For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week
    approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2nd and 4th Tuesdays of the month.
    b) For construction, partial payouts will be made each month as the work progresses, provided the work has been properly completed and accepted by the Village. Payment by check to a contractor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2nd and 4th Tuesdays of the month.

13) **Reorders** - Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached hereto by the contractor. Reordering shall be within the sole discretion of the Village.

14) Guarantees and Warranties -

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

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

15) Changes/Additional Services/Deletions - Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.

16) Change Order Authorization - Pursuant to Public Act 85-1295 (Ill.Rev.Stat.ch.38, paragraph 33E-1 et seq.). no change order may be made in this contract which would authorize or necessitate an increase or decrease in either the cost of the contract by $10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or its designee that:

a) Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
b) The circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or
c) The change is in the best interest of the Village;

CONTRACT

1. THIS AGREEMENT, made and concluded this ____day of _____,2019 between the Village of Bensenville acting by and through its Village President and Village Board, known as the party of the first part and _____his/their executors, administrators, successors or assigns, known as the party of the second part.

2. WITNESSETH: that for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the engineer under it.

3. And it is also understood and agreed that the notice to bidders, instructions to bidders, specifications, special provisions, proposal and contract bond hereto attached are all essential documents of this contract and are a part hereof.

4. And it is also understood and agreed that employers shall not discriminate against employees or applicants for employment on basis of race, color, religion, sex or national origin.

IN WITNESS WHEREOF the said parties have executed these presents on the date above mentioned.

Village of Bensenville

By: _____
Village President

ATTEST:

_____
Municipal Clerk

(If Corporation)

(Corporate Seal)

ATTEST:

Corporate Secretary

Corporate Name St. Aubin Nursery

Address 35445 Irene Rd.
Kirkland, IL 60146

By _____(Seal)
President

(If an Individual)

Business Name_____

Address_____

_____

By_____(Seal)
Bidder

(If a Co-partnership)

Firm Name_____

Address_____

_____

By_____(Seal)

_____

VILLAGE OF BENSENVILLE BID COMPLIANCE CERTIFICATION

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

St. Aubin Nursery ("Contractor"), having submitted a proposal for:
(*Name of Company*)

2019 Tree Purchase and Delivery Bid to the Village of Bensenville, hereby certifies that Contractor **(check all that apply):**

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

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

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Illinois Revenue Act; or
b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

☑ is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use, and Testing, 49 CFR Parts 40 and 382 and that Jorge Garcia
(*Name of employee/driver or "all employee drivers"*)

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

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

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

☑ is in full compliance with Sexual Harassment Certificate, 775 ILCS 5/2-105(A)(4

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

By: _____
(*Officer or Owner of Company stated above*)

Title: President

SUBSCRIBED AND SWORN to before me

this 15 day of February, 2019.

Lori A. Kruger
NOTARY PUBLIC

LORI A KRUGER
Official Seal
Notary Public – State of Illinois
My Commission Expires Jan 3, 2022

BENSENVILLE

SUBMITTAL CHECKLIST

To assure a complete bid, please check all items in the submittal checklist:

√	**Submittal Checklist:**
	Bidder Information Sheet
	Bid Price Forms
	Alternate Bid Forms (if applicable)
	Addenda Number Acknowledged (if applicable)
	References
	Base Bid Security of 5%
	Bid Compliance Certification Signed & Notarized Page
	Awarded Contract Requirements (for apparent low bidder):
	Performance Bond (if applicable)
	Payment Bond (if applicable)
	Certificate of Insurance
	Certificate of Compliance
	Executed Contract with Authorized Signatures

ST. AUBIN NURSERY AND LANDSCAPING
35445 IRENE ROAD
KIRKLAND, IL 60146

INFORMATION FOR BID BONDS

Owner: Name: Village of Bensenville

Address: 717 E. Jefferson St.

Desccription of Job: 2019 Tree Purchase & Delivery

Estimated Contract Price: $50,000

Percentage of Bid Bond Required: 5%

Bid Opening Date: Wed. March 6th, 2019

Final/Performance Bond Amount (Percentage): 100%

Date contract will be awarded: Within 30 Days

Date contract work will start: Within 90 Days

Number of days to complete: 90

Penalties/Liquidated damages: —

Terms of Payment: NET 30

Percentage to be retained: Ø

How will payments be made? Cash ✓ Bond ____ Warrants ____ Paper ____

Assignments of payments? NO

Years of maintenance bond required: 1 yr.

Work on hand: $ 150,000

Any unusual conditions of the contract? Yes (No)
If yes, please explain: _____

Amount of work to be sublet: None

Type of work to be sublet: —

St. Aubin
NURSERY
Native Plant Specialists

BENSENVILLE
GATEWAY TO OPPORTUNITY

2019 Tree Purchase & Delivery

Invitation for Bids (IFB)

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

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

BIDDER INFORMATION SHEET

NAME (PRINT)	
SIGNATURE	
COMPANY NAME (PRINT)	GOODMARK NURSERIES
ADDRESS	8920 HOWE ROAD WONDERLAKE, IL 60097
TELEPHONE	815-653-9293
FACSIMILE	815-728-0977
EMAIL	andres.carbajal@goodmarknurseries.com

Please Return to:

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

The bid must be in a **sealed opaque** envelope **plainly marked: "2019 TREE PURCHASE & DELIVERY BID"**

The bids must be received by **9:30 AM, Wednesday, March 6, 2019** and thereafter immediately publically opened and read in the Village Hall Board Room (12 S Center Street, Bensenville, IL 60106.)

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

BIDDER REFERENCES FORM

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

Reference #1:

Client/Municipality Name:	VILLAGE OF PALATINE
Address:	2006 WOOD ST. PALATINE, IL
Contact Person:	CHARLIE POWERS
Telephone	847-705-5200
Fax	
Email Address:	cpowers@palatine.il.us

Reference #2:

Client/Municipality Name:	CITY OF CRYSTAL LAKE
Address:	100 W. Woodstock st. Crystal Lake, 60039 IL
Contact Person:	LARRY ZUREK
Telephone	815-790-6779
Fax	
Email Address:	lzurek@crystallake.org

Reference #3

Client/Municipality Name:	CITY OF PARK RIDGE
Address:	505 Butler Place, Park Riddge, IL
Contact Person:	BRANDON NASER
Telephone	847-318-5231
Fax	
Email Address:	bnaser@parkridge.us

BID PRICE FORM

SPRING 2019 TREE PLANTING LIST				
Common Name	Scientific Name	Quantity	Unit Price	Total Cost
Sugar Maple	Acer saccharum	6	218	1308
Male	Ginkgo biloba	6		
Kentucky Coffeetree	Gymnocladus dioicus	6		
Sweetgum	Liquidambar styraciflua	6		
Swamp White Oak	Quercus bicolor	6	218	1308
Bur Oak	Quercus macrocarpa	6		
Red Oak	Quercus rubra	6	218	1308
Japanese Pagodatree	Styphnolobium japonica	6		
Serviceberry (single-stem)	Amelanchier x grandiflora	6		
Cornelian Cherry Dogwood (single stem	Cornus Mas	6		
	SUBTOTAL (A)	60		3,924
FALL 2019 TREE PLANTING LIST				
Common Name	Scientific Name	Quantity	Unit Price	Total Cost
Hackberry	Celtis occidentalis	6	190	1140
Katsura Tree	Cercidiphyllum japonicum	6		
American Beech	Fagus grandifolia	6	280	1680
London Planetree	Platanus acerifolia	6	225	1350
Littlelead Linden	Tilia cordata	6		
Hybrid Elm (1)	Ulmus (1)	6	198	1188
Hybrid Elm (2)	Ulmus (2)	6	198	1188
Zelkova	Zelkova serrata	6	230	1380
Thornless Hawthorn (single-stem)	Crataegus crusgalli inermis	6		
Sargent Crabapple (single-stem)	Malus x sargentii	6		
	SUBTOTAL (B)	60		7926

2019 TOTAL Bid Price (A+B) = $ 11,850

BID PRICE FORM CONTINUED

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

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

ALTERNATE BID

The Village is also soliciting alternate bids for an Arboretum Project. The Village intends to plant forty (40) different species of trees. Below is the list of species the Village may pursue. The Village also understands the Contractor may not have all species available.

Genus/Species	Quantity	Unit Price
Acer campestre (Hedge Maple)	1	$ 204
Acer freemanii (Marmo Maple)	1	$ 204
Acer freemanii (Sienna Glen Maple)	1	$ 204
Acer ginnala (Amur Maple)	1	$
Acer griseum (Paperbark Maple)	1	$ 230
Acer nigrum (Black Maple)	1	$
Acer nigrum (Green Columnar Black Maple)	1	$
Acer palmatum (Japanese Maple)	1	$
Acer platanoides (Columnar Norway Maple)	1	$
Acer platanoides (Deborah Norway Maple)	1	$
Acer rubrum (Armstrong Maple)	1	$ 204
Acer saccharum (Green Mountain Sugar Maple)	1	$
Aesculus glabra (Ohio Buckeye)	1	$ 250
Aesculus hippocastanum (Horse Chestnut)	1	$
Alnus glutinosa (European Black Alder)	1	$
Alnus incana (Grey Alder)	1	$
Amelanchier grandiflora (Autumn Brilliance Serviceberry)	1	$
Carpinus betulus (Frans Fontaine)	1	$
Catalpa erubescens 'Purpurea' (Purple Catalpa)	1	$ 185
Catalpa speciosa (Northern Catalpa)	1	$ 170
Cercis Canadensis (Appalachian Red Redbud)	1	$
Cercis Canadensis (Eastern Redbud)	1	$
Cercidiphyllum japonicum (Katsura Tree)	1	$
Cladrastis kentukea (Yellowwood)	1	$ 230
Cornus florida (Yellow Flowering Dogwood)	1	$
Cornus florida 'rubra' (Pink Flowering Dogwood)	1	$
Eucommia ulmoides (Hardy Rubbertree)	1	$ 198
Ginkgo biloba (Magyar Ginkgo)	1	$ 269
Ginkgo biloba (Princeton Sentry Ginkgo)	1	$ 269

Gleditsia triacanthis inermis (Shademaster Honeylocust)	1	$
Gleditsia tria. inermis 'Wandell' (Perfection Honeylocust)	1	$
Liquidambar styraciflua (Sweetgum)	1	$
Liquidambar styraciflua 'Hapdell' (Happidaze Sweetgum)	1	$
Liriodendron tulipifera 'Fastigiatum' (Arnold Tuliptree)	1	$
Magnolia acuminate (Cucumber Magnolia)	1	$
Magnolia stellata (Royal Star Magnolia)	1	$
Malus (Donald Wyman)	1	$
Malus ioensis (Iowa Crabapple)	1	$
Malus ioensis (Prairie Rose)	1	$
Malus (Pink Sparkles)	1	$
Malus (Prairie Fire Crabapple)	1	$
Malus sargentii (Sargent Crabapple)	1	$
Malus 'Schmidtcutleaf' (Golden Raindrops Crabapple)	1	$
Malus (Spring Snow Crabapple)	1	$
Nyssa sylvatica (Black Gum / Tupelo)	1	$
Ostrya virginiana (Hop Hornbeam)	1	$
Platanus acerifolia (Bloodgood Planetree)	1	$
Platanus acerifolia (London Planetree)	1	$ 199
Platanus acerifolia 'Morton Euclid' (Ovation Planetree)	1	$
Platanus occidentalis (American Sycamore)	1	$
Populus alba (White Poplar)	1	$
Populus deltoides (Siouxland Poplar)	1	$
Prunus pendula (Weeping Cherry)	1	$
Prunus serotine (Black Cherry)	1	$
Prunus subhirtella 'Autumnalis' (Fall Flowering Cherry)	1	$
Prunus virginiana (Chokecherry)	1	$
Pyrus calleryana (Autumn Blaze Pear)	1	$ 175
Pyrus calleryana 'Gladzam' (Gladiator Pear)	1	$
Quercus alba (White Oak)	1	$ 230
Quercus coccinea (Scarlet Oak)	1	$
Quercus 'Crimschmidt' (Crimson Spire Oak)	1	$
Quercus muehlenbergii (Chinkapin Oak)	1	$
Quercus palustris (Pin Oak)	1	$ 230
Quercus velutina (Black Oak)	1	$
Robinia pseudoacacia (Chicago Blues Black Locust)	1	$
Styphnolobium japonica (Japanese Pagodatree)	1	$
Syringa pekinensis 'Morton' (China Snow Peking Lilac)	1	$
Syringa pekinensis (Pekin Lilac)	1	$
Syringa pekinensis (Summer Charm Peking Lilac)	1	$
Tilia cordata 'Corzam' (Corinthian Littleleaf Linden)	1	$
Ulmus americana (Princeton Elm)	1	$ 199
Ulmus parvifolia (Chinese Elm)	1	$

Ulmus (Patriot Elm)	1	$
Viburnum prunifolium (Blackhaw Viburnum)	1	$
Zelkova serrate (Musashino Zelkova)	1	$ 230
Zelkova serrata (Village Green Zelkova	1	$ 230

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

1) Prevailing Wages- The bidder shall pay not less than the prevailing rate of wages as found by the Department of Labor or determined by the court to all laborers, workers and mechanics performing work under this contract. Bidder must adhere at all times to Federal Wage Determination #Il89-11, Rev.Stat.Section 39 S-2 (Modification #3). It is the Contractors responsibility to determine the applicability of Prevailing Wage rates on this project.

2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:

   a) Services performed do not comply with specifications of contract with the vendor;
   b) Work is not done within the contract's specified in the contract;
   c) An offer is not kept firm for the length of time specified in the contract;
   d) Contractor fails to provide performance bond when required by invitation to bid;
   e) Contractor is found guilty of collusion;
   f) Bankruptcy or other evidence of insolvency is found;
   g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.

3) Compliance to Law -

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

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

CONTRACT

1. THIS AGREEMENT, made and concluded this _____day of _____,2019 between the Village of Bensenville acting by and through its Village President and Village Board, known as the party of the first part and _____his/their executors, administrators, successors or assigns, known as the party of the second part.

2. WITNESSETH: that for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the engineer under it.

3. And it is also understood and agreed that the notice to bidders, instructions to bidders, specifications, special provisions, proposal and contract bond hereto attached are all essential documents of this contract and are a part hereof.

4. And it is also understood and agreed that employers shall not discriminate against employees or applicants for employment on basis of race, color, religion, sex or national origin.

IN WITNESS WHEREOF the said parties have executed these presents on the date above mentioned.

Village of Bensenville

By: _____
Village President

ATTEST:

_____
Municipal Clerk

(If Corporation)

Corporate Name Boomerang Nurseries LLC

(Corporate Seal)

Address 8420 Home Road

Wonder Lake, IL 60097

ATTEST:

By Jim Schwanty (Seal)
President

Corporate Secretary

(If an Individual)

Business Name

Address

By (Seal)
Bidder

(If a Co-partnership)

Firm Name

Address

By (Seal)

VILLAGE OF BENSENVILLE BID COMPLIANCE CERTIFICATION

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

Goodmark Nurseries LLC ("Contractor"), having submitted a proposal for:
(Name of Company)

2019 Tree Purchase and Delivery Bid to the Village of Bensenville, hereby certifies that Contractor **(check all that apply):**

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

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

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Illinois Revenue Act; or
b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

☑ is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that Paul Ayers
(Name of employee/driver or "all employee drivers")

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

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

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

☑ is in full compliance with Sexual Harassment Certificate, 775 ILCS 5/2-105(A)(4

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

Paul M Ayers

By: Paul M Ayers
(Officer or Owner of Company stated above)

Title: Nursery manager

SUBSCRIBED AND SWORN to before me
this 5 day of March, 2019.

Grace L. Mercuri
NOTARY PUBLIC

OFFICIAL SEAL
GRACE L MERCURI
Notary Public - State of Illinois
My Commission Expires Mar 6, 2019

BENSENVILLE

SUBMITTAL CHECKLIST

To assure a complete bid, please check all items in the submittal checklist:

√	**Submittal Checklist:**
	Bidder Information Sheet
	Bid Price Forms
	Alternate Bid Forms (if applicable)
	Addenda Number Acknowledged (if applicable)
	References
	Base Bid Security of 5%
	Bid Compliance Certification Signed & Notarized Page
	Awarded Contract Requirements (for apparent low bidder):
	Performance Bond (if applicable)
	Payment Bond (if applicable)
	Certificate of Insurance
	Certificate of Compliance
	Executed Contract with Authorized Signatures

Notice is hereby given, pursuant to "An Act in relation to the use of an Assumed Business Name in the conduct or transaction of Business in this State", as amended, that a certificate was filed by the undersigned with the County Clerk of Lake County, on the 18th day of January, 2019, under the Assumed Name of

Goddess Flow Beauty Supplies

with the place of business located at 217 N. Cedar Lk., Round Lake, IL 60073

The true name and residence address of the owner is: Alisa Carvanza, 1391 Abington Ln., Round Lake, IL 60073

/s/ Robin M. O'Connor
Lake County Clerk
State of Illinois
County of Lake
Published in Daily Herald
Jan 24,31, Feb 7,2019 4517039

NOTICE

Notice is hereby given, pursuant to "An Act in relation to the use of an Assumed Business Name in the conduct or transaction of Business in this State", as amended, that a certificate was filed by the undersigned with the County Clerk of Lake County, on the 25th day of January, 2019, under the Assumed Name of

Intelligent Colareds Exclurgins

with the place of business located at 17968 West Pond Ridge Circle, Gurnee, IL 60031

The true name and residence address of the owner is: Rhashiem Littlejohn, 17968 West Pond Ridge Circle, Gurnee, IL 60031

/s/ Robin M. O'Connor
Lake County Clerk
State of Illinois
County of Lake
Published in Daily Herald
Jan 31, Feb 7,14, 2019 4517508

NOTICE
Notice is hereby given, pursuant to "An Act in relation to the use of an Assumed Business Name in the conduct or transaction of Business in this State", as amended, that a certificate was filed by the undersigned with the County Clerk of Lake County, on the 24th day of January, 2019, under the Assumed Name of

Boutique Acacia

with the place of business located at 426 W. Liberty St., Apt. 2W, Waukegan, IL 60085

The true name and residence address of the owner is: Acadiah Washington, 426 Liberty St., 2W, Waukegan, IL 60085.

/s/ Robin M. O'Connor
Lake County Clerk
State of Illinois
County of Lake
Published in Daily Herald
Feb 7, 14, 21, 2019 (4517915)

Bid Notices

NOTICE TO DISADVANTAGED BUSINESS ENTERPRISES AND VETERAN OWNED SMALL BUSINESSES: IHC CONSTRUCTION COMPANIES, LLC, 1500 Executive Dr., Elgin, IL 60123, is seeking Disadvantaged and Veteran Owned Businesses for: ILLINOIS STATE TOLL HIGHWAY AUTHORITY CONTRACT RR-18-4445, M-8 MAINTENANCE FACILITY AND SITE IMPROVEMENTS, REAGAN MEMORIAL TOLLWAY (I-88) MILES POST 117.8, COOK COUNTY, ILLINOIS. Subcontracting opportunities in the following areas: New Building, Truck Wash, Salt Barn & Fueling Facility including grading, pavement construction, site work, erosion control, landscaping, drainage, pavement markings, Fire Suppression; Mechanical, Piping; Electric. Interested and qualified disadvantaged businesses enterprises (DBEs) and veteran owned small businesses (VOSB/SDVOSBs) should contact, in writing, (certified letter, return receipt requested), IHC Construction to discuss the project. Negotiations must be completed prior to the bid date of **FEBRUARY 26, 2019 at 10:30 AM.** IHC Construction will take affirmative action to ensure that DBEs and VOSB/SDVOSBs have the maximum opportunity to compete for and perform portions of the contract and will not discriminate in the selection of subcontractors or suppliers. All quotes will be evaluated based upon price, value and demonstrated ability.
Send Inquiries & Document Requests to:
Estimating@IHCConstruction.com; ATTN: Joe Madonia, www.IHCConstruction.com PH: 847-742-1516,
FX: 847-742-6610 IHC Construction is an EEO Employer
Published in Daily Herald February 7, 2019 (4517892)

CORRECTED LEGAL NOTICE
Official notice is hereby given that sealed **bids will be received** in the office of the Director of Purchasing and Contracts, College of Lake County, Room C115 (**Main Building**), 19351 W. Washington Street, Grayslake, IL 60030 until 2:00 p.m. local time on February 19, 2019 and then publicly opened and read aloud for the following:
RFB NO: 19003
RFB ON: IRRIGATION SYSTEM IMPROVEMENTS
SCOPE OF WORK INCLUDES: Furnish and install irrigation system on the Grayslake Campus Agricultural Farm Area.
A NON-MANDATORY PRE-SUBMISSION MEETING WILL BE HELD ON FEBRUARY 13, 2019, 2019 AT 10:00 A.M. AT THE COLLEGE OF LAKE COUNTY, GRAYSLAKE CAMPUS, ROOM A011, 19351 W. WASHINGTON ST, GRAYSLAKE, IL 60030.
Documents may be obtained online at the College of Lake County Purchasing & Contracts Website:
http://www.clcillinois.edu/aboutclc/depts/bus.
Bidders that plan to submit bids must register with the College of Lake County on our vendor portal at http://www.clcillinois.edu/aboutclc/depts/bus. Potential bidders who do not register with the College will have their bids **returned unopened.** Bidders are responsible for checking daily for additional information and addenda related to this project at the above website.
Installation work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130/0.01 et. seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq.).
Bids may not be withdrawn for a period of (90) ninety days after closing date without the consent of the College.
Any bid submitted unsealed, unsigned or received subsequent to the aforementioned date, time, and methodology will be disqualified and returned to the respective bidder(s).
The College reserves the right to reject any and all bids or any part thereof, to waive any irregularities or informalities in the bid submission and/or to award a contract in a manner best serving the interest of the College.
Dated: January 25, 2019
Michele Reynolds, CPPO, C.P.M.
Director, Purchasing & Contracts
Published in Daily Herald February 7, 2019 (4517937)

BID NOTICE
No. 2019-B0023
The College of DuPage is accepting sealed bids for **Linen Service for Culinary and Hospitality Labs.** Bid documents may be downloaded from the Purchasing Website at www.cod.edu/about/purchasing/requests by clicking on the link for this bid and following the instructions.
Bids are due to the College of DuPage Purchasing Department in the Berg Instructional Center (BIC) Building, Room 1B03, 425 Fawell Blvd., Glen Ellyn, IL 60137 up to and no later than 11:00 a.m. Central Time, **Thursday, February 28, 2019,** at which time they will publicly opened.
The College of DuPage is committed to the economic development of disadvantaged business enterprises, qualified Minority, Women, and Persons with Disabilities Owned Businesses are highly encouraged to participate.
College of DuPage Board of Trustees Reserves the right to reject any and all responses. This invitation is issued in the name of the Board of Trustees of College of DuPage, Community College District 502, Glen Ellyn, Illinois
Published in Daily Herald February 7, 2019 (4517914)

Algonquin, IL 60102
Sealed bids will be received until **10:00 a.m. prevailing time, February 19, 2019** at which time they will be publicly opened and read.
Please contact me regarding any questions that you may have.
Sincerely,
Laura Hooper,
Director of Transportation
650 Dr. John Burkey Drive
Algonquin, IL 60102
(847) 659-3003
lhooper@district158.org
Published in Daily Herald
February 6, 2019 (4517885)

INVITATION TO BID:
2019 Tree Purchase & Delivery
February 7, 2019
Notice is hereby given that the Village of Bensenville is seeking bids from qualified, licensed nurseries for establishing a contractual agreement for the 2019 Tree Purchase and Delivery. The bids shall be delivered to:
Village of Bensenville
Office of the Village Clerk
12 South Center Street
Bensenville, IL 60106
The Village of Bensenville will accept Sealed Bids until **9:30am local time for Wednesday March 6, 2019.** The Bid must be in a sealed opaque envelope plainly marked **2019 Tree Purchase and Delivery Bid.** The forms can be found at **www.bensenville.il.us** under "Business." The packet can also be picked up at the Public Works Department, 717 E. Jefferson Street,Bensenville, IL 60106. Detailed information may be obtained by contacting Jovana Docic at 630-594-1012 or via email at **jdocic@bensenville.il.us.**
All Bids require a 5% Bid Bond, or Certified or Cashier's Check made payable to the Village of Bensenville, for not less than five percent (5%) of the base bid amount.
The Village Board reserves the right to reject any and all bids or portions thereof.
Nancy Quinn, Village Clerk
Published in Daily Herald
February 7, 2019 (4517898)

LEGAL ADVERTISING DEADLINES
The final deadline for Legal Advertising Copy (via email) is 11 a.m. two business days prior to the desired publication date.
Copy received via facsimile (or other non-electronic means) will require additional lead-time. Please consult a Legal Advertising Representative during regular business hours (8-5 M-F) for details.
Legal Advertising
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proposal package, contact Public Works: 630-469-6756.
Lindsey Kaminsky
Executive Assistant /
Deputy Clerk
Published in Daily Herald
February 7, 2019 (4517902)

PUBLIC NOTICE
NOTICE TO BIDDERS
The Board of Education of Community Unit School District No. 300 is accepting electronic proposals for –
Stage Curtain Recertification & Fireproofing - RFP
Proposals will be accepted electronically until **12:00 NOON CT, Thursday, February 21, 2019** at the following email address: **bids.purchasing@d300.org,** at which time they will be opened and read.
A non-mandatory pre-proposal meeting is scheduled for **10:00AM CT, Thursday, February 14, 2019.** Prospective vendors are to meet at the Buildings & Grounds Building, 2605 Bunker Hill Drive,Algonquin, IL 60102. If you are unable to attend in person, please contact the Purchasing Department for access to the meeting online.
Proposal specifications will be available on Wednesday, February 6, 2019, after 4:00PM. To obtain specifications, please contact the Purchasing Department at 847-551-8460 or email at **bids.purchasing@d300.org.** Any questions regarding this proposal must be directed to:
Community Unit School District #300
Purchasing Department
2605 Bunker Hill Drive
Algonquin, IL 60102
847-551-8460
bids.purchasing@d300.org
Published in Daily Herald
February 7, 2019 (4517936)

Adoptions

IN THE CIRCUIT COURT FOR THE SIXTEENTH JUDICIAL CIRCUIT KANE COUNTY, ILLINOIS
IN RE THE ADOPTION OF
EMILIO MONTENEGRO,
a Minor Child,
ADALBERTO SANCHEZ ARIAS and
OSIEL RODRIGUEZ PIMENTEL,
Spouses,
Petitioners
vs.
YANEL MONTENEGRO,
Respondent.
GEN. NO. 19AD12
NOTICE OF PUBLICATION
TO:Whom it May Concern
or Any Unnamed Father
Take notice that a Petition was filed in the Circuit Court of Kane County, Illinois for the adoption of a male child named EMILIO MONTENEGRO.
Now, therefore, unless you and all whom it may concern file your answer to the Petition in the action or otherwise file your appearance therein, in the said Circuit Court of Kane County, 540 S. Randall Road, St. Charles, Illinois on or before the 9th day of March, 2019, a default may be entered against you at any time after that date and a judgment entered in accordance with the prayer of said Petition.
Dated: , 2019 at Elgin, Illinois.
Justin B. Ryan, Esq.
ARDC No. 6300737
RYAN FAMILY LAW, P.C.
2250 Point Blvd., Suite 107
Elgin, Illinois 60123
(847) 551-9300
Published in Daily Herald
Feb. 7, 14, 21, 2019 (4517887)

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Bid Notices

VILLAGE OF GLEN ELLYN
REQUEST FOR BIDS FOR
Churchill Woods Salt Storage Building Demolition and Construction
Bid documents may be obtained electronically from jhansen@glenellyn.org or in person from:
Village of Glen Ellyn Public Works Department
Attn: Julius Hansen, Director
30 S. Lambert Road, Glen Ellyn, Illinois 60137
Director's Office Phone: 630-547-5515
Public Works Phone: 630-469-6756
TIME AND PLACE OF OPENING BIDS
Sealed Bids for the **Churchill Woods Salt Storage Building Demolition and Construction Project**
in the Village of Glen Ellyn, DuPage County, Illinois will be received by Lindsey Kaminsky the Executive Assistant / Deputy Clerk at 535 Duane St, Glen Ellyn, Illinois 60137, until 9:00 a.m., February 18, 2019 and at that time will be publicly opened and read in Room 301. All bids shall be submitted in an opaque, sealed envelope clearly labeled to identify the bidder and project and marked **"SEALED BID DO NOT OPEN".** If you would like to view the existing building prior to bidding contact the Public Works Director to arrange an appointment.
Published in Daily Herald February 7, 2019 (4517910)

NOTICE TO DISADVANTAGED BUSINESS ENTERPRISES: IHC CONSTRUCTION COMPANIES, LLC, 1500 Executive Dr., Elgin, IL 60123,, is seeking Disadvantaged Businesses for: CREATE B&OCT, CSXT PROJECT B-9 ARGO CONNECTION UPGRADE CONSTRUCTION CONTRACT PLAN B9-BOCT-TXB-002-Z-BD, COOK COUNTY, ILLINOIS. Subcontracting opportunities in the following areas: Track, Earthwork, Grading, Bridge Construction, Sound Wall Construction, Turnout Panel Handling, Drainage, Landscaping, Erosion Control, Railroad Roadbed Preparation. Interested and qualified disadvantaged businesses enterprises (DBEs) should contact, in writing, (certified letter, return receipt requested), IHC Construction to discuss the project. Negotiations must be completed prior to the bid date of **FEBRUARY 26, 2019 at 10:00 AM.** IHC Construction will take affirmative action to ensure that DBEs have the maximum opportunity to compete for and perform portions of the contract and will not discriminate in the selection of subcontractors or suppliers. All quotes will be evaluated based upon price, value and demonstrated ability. Send Inquiries & Document Requests to:
Estimating@IHCConstruction.com; ATTN: Craig Bradley, www.IHCConstruction.com PH: 847-742-1516,
FX: 847-742-6610 IHC Construction is an EEO Employer
Published in Daily Herald February 7, 2019 (4517893)

IN THE CIRCUIT COURT FOR THE 18TH JUDICIAL CIRCUIT
DUPAGE COUNTY
WHEATON, ILLINOIS

RESIDENTIAL Metropolitan Life Insurance Company
PLAINTIFF
Vs.
Olga Hernandez; Patricia Hernandez; Juana Contreras; Brandywide Towne Houses Improvement Association; TCF National Bank; Unknown Owners and Nonrecord Claimants
DEFENDANTS
2018CH001536
NOTICE BY PUBLICATION
NOTICE IS GIVEN TO YOU:
Olga Hernandez
Unknown Owners and Nonrecord Claimants
That this case has been commenced in this Court against you and other defendants, praying for the foreclosure of a certain Mortgage conveying the premises described as follows, to-wit:
COMMONLY KNOWN AS: 15296 Danby St Villa Park, IL 60181
and which said Mortgage was made by:
Olga Hernandez
Juana Contreras
the Mortgagor(s), to TCF National Bank, as Mortgagee, and recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, in Document No. R2006-150825; and for other relief; that summons was duly issued out of said Court against you as provided by law and that the said suit is now pending.
NOW, THEREFORE, UNLESS YOU file your answer or otherwise file your appearance in this cause in the Office of the Clerk of this Court,
Chris Kachiroubas
505 N. County Farm Road
P.O. Box 707
Wheaton, IL 60187
on or before March 11, 2019, A DEFAULT MAY BE ENTERED AGAINST YOU AT ANY TIME AFTER THAT DAY AND A JUDGMENT MAY BE ENTERED IN ACCORDANCE WITH THE PRAYER OF SAID COMPLAINT.
CODILIS & ASSOCIATES, P.C.
Attorneys for Plaintiff
15W030 North Frontage Road, Suite 100
Burr Ridge, IL 60527
(630) 794-5300
DuPage # 15170
Winnebago # 531
Our File No. 14-18-13095
NOTE: This law firm is a debt collector.
13110389 (4517833)

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Bid Notices

MENT MAY BE ENTERED IN ACCORDANCE WITH THE PRAYER OF SAID COMPLAINT.
CODILIS & ASSOCIATES, P.C.
Attorneys for Plaintiff
15W030 North Frontage Road, Suite 100
Burr Ridge, IL 60527
(630) 794-5300
DuPage # 15170
Winnebago # 531
Our File No. 14-18-11705
NOTE: This law firm is a debt collector.
13110569
(4516774)

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IN THE CIRCUIT COURT OF THE 18TH JUDICIAL CIRCUIT
DUPAGE COUNTY, 505 NORTH COUNTY FARM ROAD, WHEATON, ILLINOIS
1839 Fund I, LLC,
Plaintiff
vs
Yolanda Gonzalez, Ascension Maldonado, Unknown Owners & Non-Record Claimants,
Defendants
2018 CH 1173
NOTICE BY PUBLICATION
The requisite affidavit for publication having been filed, notice is hereby given you, Unknown Owners and Non-Record Claimants, Defendant(s) in the above entitled suit, that the said suit has been commenced in the Eighteenth Judicial Circuit Court of DuPage County, Illinois, by the Plaintiff against you and other defendants, praying for the foreclosure of a certain mortgage conveying the premises described as follows, to-wit:
THE SOUTH HALF OF LOT 32 (EXCEPT THE NORTH 143.5 FEET OF SAID SOUTH 1/2) IN VILLA VISTA GARDEN, ONTARIOVILLE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST FRACTIONAL 1/2 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRICIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 23, 1927 AS DOCUMENT 247297 IN DUPAGE COUNTY, ILLINOIS.
Commonly known as: 7N130 Old Barrington Road, Hanover Park, Illinois 60133
and which said Mortgage was made by: Yolanda Gonzalez and Ascension Maldonado
the Mortgagor(s), to 1839 Fund I, LLC, as Mortgagee, and recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, as Document No. R2017-030186; and for other relief; that summons was duly issued out of said Court against you as provided by law and that the said suit is now pending.
UNLESS YOU file your answer or otherwise file your appearance in this case, on or before March 5, 2019, A JUDGMENT OR DECREE BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT.
E-filing is now mandatory for documents in civil cases with limited exemptions. To e-file, you must first create an account with an e-filing service provider: Visit http://efile.illinoiscourts.gov/service-providers.htm to learn more and to select a service provider. If you need additional help or have trouble e-filing, visit www.illinoiscourts.gov/FAQ/gethelp.asp, or talk to your local circuit clerk's office.
PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THE PLAINTIFF'S ATTORNEY IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION WILL BE USED FOR THAT PURPOSE.
Law firm Info
Joseph R. Ziccardi
Ziccardi Law Offices
77 W. Washington, Suite 705
Chicago, Illinois 60602
(312) 372-3477
13111387 (4517384)

IN THE CIRCUIT COURT OF THE TWENTY SECOND JUDICIAL CIRCUIT MCHENRY COUNTY, ILLINOISCHANCERY DIVISION
MCHENRY SAVINGS BANK,
Plaintiff,
v.
STEVEN J. NASS, DEBORAH K. NASS, BOAT BENDERS HOMEOWNERS ASSOCIATION, UNKNOWN OWNERS AND NONRECORD CLAIMANTS,
Defendants.
19CH000043
Property Address: 2119 Colby Point Dr., McHenry, IL 60050
MORTGAGE FORECLOSURE PUBLICATION NOTICE
The requisite affidavit for publication having been filed, notice is hereby given you, Unknown Owners and Non-Record Claimants, Defendants in the above entitled suit, that the said suit has been commenced in the Circuit Court of McHenry County, Illinois, by the Plaintiff against you and other defendants, praying for the foreclosure of a certain Mortgage conveying the premises described as follows, to wit:
THAT PART OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE SOUTH 89 DEGREES 59 MINUTES WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 580.95 FEET; THENCE NORTH 0 DEGREES 03 MINUTES 00 SECONDS EAST 988.04 FEET; THENCE NORTH 72 DEGREES 25 MINUTES 08 SECONDS EAST, 94.36 FEET; THENCE SOUTH 35 DEGREES 04 MINUTES 57 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF STILLINGS HIGHLAND SUBDIVISION 630.00 FEET; THENCE 54 DEGREES 48 MINUTES 25 SECONDS EAST 144.00 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 25 SECONDS EAST 36.3 FEET; THENCE SOUTH 35 DEGREES 03 MINUTES 35 SECONDS EAST 18.8 FEET; THENCE SOUTH 0 DEGREES 03 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 604.80 FEET TO THE POINT OF BEGINNING. (EXCEPTING THEREFROM THE NORTH 20 FEET THEREOF BEING PREVIOUSLY DEDICATED FOR PUBLIC ROAD PURPOSES BY GRANT OF DEDICATION RECORDED MAY 30, 1996 AS DOCUMENT NUMBER 96R027684), IN MCHENRY COUNTY, ILLINOIS.
PIN: 14-13-276-012-000
COMMONLY KNOWN AS: 2119 COLBY POINT DR., MCHENRY, IL 60050.
And which Mortgage was made by Steven J. Nass in favor of McHenry Savings Bank, dated September 21, 2012, recorded October 10, 2012, with the McHenry County Recorder of Deeds as Doc. No. 2012R0047556.
And for such other relief prayed, that summons was duly issued out of the said Circuit Court against you as provided by law, and that the said suit is now pending.
NOW THEREFORE, UNLESS YOU, the said above defendants, file your answer to the complaint in the case or otherwise file your appearance in the Office of the Circuit Court Clerk, 2200 N Seminary, Woodstock, IL 60098 on or before February 25, 2019, a default may be entered against you at any time after that day and a decree entered in accordance with the prayer of said complaint. YOU ARE FURTHER ADVISED THAT THE TIME IN WHICH THE SUBJECT REAL ESTATE MAY BE REDEEMED FROM FORECLOSURE, PURSUANT TO LAW, COMMENCES TO RUN WITH THE FIRST DATE OF PUBLICATION OF THIS NOTICE.
Samuel G. Harrod IV
MELTZER, PURTILL & STELLE LLC
1515 E. Woodfield Road, Second Floor
Schaumburg, Illinois 60173
(847) 330-2418
ARDC NO. 6207021
sharrod@mpslaw.com
13110534 (4516773)

swer or otherwise file your appearance in this case, on or before March 11, 2019, A JUDGMENT OR DECREE BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT. E-filing is now mandatory for documents in civil cases with limited exemptions. To e-file, you must first create an account with an e-filing service provider. Visit http://efile.illinoiscourts.gov/service-providers.htm to learn more and to select a service provider. If you need additional help or have trouble e-filing, visit www.illinoiscourts.gov/FAQ/gethelp.asp, or talk to your local circuit clerk's office.
PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THE PLAINTIFF'S ATTORNEY IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION WILL BE USED FOR THAT PURPOSE.
McCalla Raymer Leibert Pierce, LLC
Attorney for Plaintiff
1 N. Dearborn St. Suite 1200
Chicago, IL 60602
Ph. (312) 346-9088
File No. 265590-147720
13111720
(4517773)

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IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS
PLATINUM HOME MORTGAGE CORPORATION,
PLAINTIFF,
VS.
EFREN LINGAT; NELSA LINGAT; THE CAMBRIDGE AT HEATHERSTONE DETACHED AND DUPLEX HOMES HOMEOWNERS ASSOCIATION; UNKNOWN OWNERS AND NON-RECORD CLAIMANTS;
DEFENDANTS.
18 CH 00001295
3940 NORTH QUEENSBURY LANE
BEACH PARK, IL 60083
NOTICE BY PUBLICATION
NOTICE IS HEREBY GIVEN TO YOU,
Nelsa Lingat
Unknown Owners and Non-Record Claimants
defendants, that this case has been commenced in this Court against you and other defendants, asking for the foreclosure of a certain Mortgage conveying the premises described as follows, to-wit:
LOT 61 IN CAMBRIDGE AT HEATHERSTONE PHASE 1, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTH-EAST QUARTER OF SECTION 25, TOWNSHIP 46 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 2002 AS DOCUMENT NO. 4920124, IN LAKE COUNTY, ILLINOIS.
Commonly known as: 3940 North Queensbury Lane
Beach Park, IL 60083
and which said Mortgage was made by,
Efren Lingat, Nelsa Lingat
Mortgagor(s), to
Mortgage Electronic Registration Systems, Inc., as nominee for Platinum Home Mortgage Corporation
Mortgagee, and recorded in the Office of the Recorder of Deeds of Lake County, Illinois, as Document No. 7198336; and for other relief.
UNLESS YOU file your answer or otherwise file your appearance in this case, on or before March 11, 2019, A JUDGMENT OR DECREE MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT. E-filing is now mandatory for documents in civil cases with limited exemptions. To e-file, you must first create an account with an e-filing service provider. Visit http://efile.illinoiscourts.gov/service-providers.htm to learn more and to select a service provider. If you need additional help or have trouble e-filing, visit www.illinoiscourts.gov/FAQ/gethelp.asp, or talk to your local circuit clerk's office.
PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THE PLAINTIFF'S ATTORNEY IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION WILL BE USED FOR THAT PURPOSE.
McCalla Raymer Leibert Pierce, LLC
Attorney for Plaintiff
1 N. Dearborn St. Suite 1200
Chicago, IL 60602
Ph. (312) 346-9088
File No. 267949-176359
13111729
(4517801)

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IN THE COMPLAINT. E-filing is now mandatory for documents in civil cases with limited exemptions. To e-file, you must first create an account with an e-filing service provider. Visit http://efile.illinoiscourts.gov/service-providers.htm to learn more and to select a service provider. If you need additional help or have trouble e-filing, visit www.illinoiscourts.gov/FAQ/gethelp.asp, or talk to your local circuit clerk's office.
PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THE PLAINTIFF'S ATTORNEY IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION WILL BE USED FOR THAT PURPOSE.
McCalla Raymer Leibert Pierce, LLC
Attorney for Plaintiff
1 N. Dearborn St. Suite 1200
Chicago, IL 60602
Ph. (312) 346-9088
File No. 265590-147720
13111738
(4517817)

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS
DITECH FINANCIAL LLC,
PLAINTIFF,
VS.
EUGENIA M. DULAY; ROBERT C DULAY; TJ INVESTMENTS, LLC; MARY BETH HOLLAND; THE FAIRWAY RIDGE UMBRELLA ASSOCIATION; UNKNOWN OWNERS AND NON-RECORD CLAIMANTS,
DEFENDANTS.
18 CH 00001465
6260 CROSSLAND BOULEVARD GURNEE, IL 60031
NOTICE BY PUBLICATION
NOTICE IS HEREBY GIVEN TO YOU,
Unknown Owners and Non-Record Claimants
Mary Beth Holland
defendants, that this case has been commenced in this Court against you and other defendants, asking for the foreclosure of a certain Mortgage conveying the premises described as follows, to-wit:
LOT 19 IN FAIRWAY RIDGE UNIT 2, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 18, 1992 AS DOCUMENT 3158988, IN LAKE COUNTY, ILLINOIS.
Commonly known as: 6260 Crossland Boulevard
Gurnee, IL 60031
and which said Mortgage was made by,
Eugenia M Dulay
Mortgagor(s), to
TOWNSTONE FINANCIAL INC.
Mortgagee, and recorded in the Office of the Recorder of Deeds of Lake County, Illinois, as Document No. 5948630; and for other relief.
UNLESS YOU file your answer or otherwise file your appearance in this case, on or before March 11, 2019, A JUDGMENT OR DECREE BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT. E-filing is now mandatory for documents in civil cases with limited exemptions. To e-file, you must first create an account with an e-filing service provider. Visit http://efile.illinoiscourts.gov/service-providers.htm to learn more and to select a service provider. If you need additional help or have trouble e-filing, visit www.illinoiscourts.gov/FAQ/gethelp.asp, or talk to your local circuit clerk's office.
PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THE PLAINTIFF'S ATTORNEY IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION WILL BE USED FOR THAT PURPOSE.
Law Offices of
Daniel J. Pontes
Attorney for Plaintiff
1 N. Dearborn St. Suite 1200
Chicago, IL 60602
Ph. (312) 346-9088
File No. 268116-177629
13111878 (4517832)

Name Changes

Legal Notice
STATE OF ILLINOIS
IN THE CIRCUIT COURT FOR THE 22nd JUDICIAL CIRCUIT,
MCHENRY COUNTY
In the matter of the petition of
Tucker Davey Toft-Dupuy
for Change of Name
Case No. 19MR000077
Notice of Publication
Public notice is hereby given that on I have filed a Petition for Change of Name and scheduled a hearing on my Petition for May 2, 2019 at 9:00 a.m. in the Circuit Court of the Twenty-Second Judicial Circuit, 2200 North Seminary Ave., Woodstock, McHenry County, Illinois praying for the change of my name from
Tucker Davey Toft-Dupuy
to that of
Tucker Davey Benjamin,
pursuant to Illinois
Compiled Statues on Change of Names.
Dated at February 1, 2019 , McHenry County, Illinois
/s/Tucker Toft-Dupuy
Petitioner
Published in Daily Herald
Feb. 7, 14, 21, 2019 (4517895)

shall be sufficient to satisfy such judgment to wit:
LOT 15 IN BLOCK 174 IN ROUND LAKE BEACH, RENEHAN BEACH SECOND ADDITION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 28, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 5, 1938 AS DOCUMENT 451215, IN BOOK "Z" OF PLATS, PAGES 1, 2 AND 3 IN LAKE COUNTY, ILLINOIS.
C/K/A: 116 East Pineview Drive, Round Lake Park, IL 60073
PIN: 06-28-133-022
The person to contact regarding information regarding this property is: Sales Dept., The Wirbicki Law Group, 33 W. Monroe St., Suite 1540, Chicago, IL 60603. Any questions regarding this sale should refer to file number W17-0873. The terms of the sale are Cash. 10% at time of sale, with the balance due within 24 hours. The property is sold subject to: Single Family Home. The Property is not open for inspection prior to sale. The real estate, together with all buildings and improvements thereon, and tenements, hereditament and appurtenances thereunto belonging shall be sold under such terms.
Russell C. Wirbicki (6186310)
Christopher J. Irk (6300084)
Thomas J. Cassady (6307705)
Cory J. Harris (6319221)
David A. Drescher (6301378)
Amanda Rubel Portes (6297441)
Tracey M. Coons (6311050)
Laurence J. Goldstein (0999318)(of counsel)
The Wirbicki Law Group LLC
Attorney for Plaintiff
33 W. Monroe St., Suite 1540
Chicago, IL 60603
Phone: 312-360-9455
W17-0873
pleadings.il@wirbicki-law.com
(3111627
(4517770)

"THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE"
IN THE CIRCUIT COURT OF THE 19TH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS
Bayview Loan Servicing, LLC,
Plaintiff,
vs.
William Plasky; Farmington Green Estates Homeowner Association; JPMorgan Chase Bank, N.A.;
Defendants.
18 CH 616
NOTICE OF JUDICIAL SALE OF REAL ESTATE
MORTGAGE FORECLOSURE
NOTICE IS HEREBY GIVEN, that pursuant to a judgment heretofore entered by the said court occurred in the above entitled cause, Sheriff John D. Idleburg, Sheriff of Lake, Illinois, will on March 12, 2019 at the hour of 09:30 AM at the Lake County Courthouse, RM# 01110, 18 N. County St., Waukegan, IL 60085, sell at public auction to the highest bidder for cash, all and singular, the following described real estate in the said judgment mentioned, situated in the County of Lake, State of Illinois, or so much thereof as shall be sufficient to satisfy said judgment to wit:
LOT 101 IN FARMINGTON GREEN ESTATES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 1998, AS DOCUMENT 4095704, AND CERTIFICATE OF CORRECTION RECORDED MAY 9, 2001 AS DOCUMENT NUMBER 4688397 IN LAKE COUNTY, ILLINOIS.
C/K/A: 3085 Farmington Drive, Lindenhurst, IL 60046
PIN: 02-36-407-032
The person to contact regarding information regarding this property is: Sales Dept., The Wirbicki Law Group, 33 W. Monroe St., Suite 1540, Chicago, IL 60603. Any questions regarding this sale should refer to file number W18-0616. The terms of the sale are Cash. 10% at time of sale, with the balance due within 24 hours. The property is Improved by: Single Family Home. The Property is not open for inspection prior to sale.
The real estate, together with all buildings and improvements thereon, and tenements, hereditament and appurtenances thereunto belonging shall be sold under such terms.
Russell C. Wirbicki (6186310)
Christopher J. Irk (6300084)
Thomas J. Cassady (6307705)
Cory J

Genus/Species	Quantity	Unit Price
Acer ginnala (Amur Maple)	1	$ 195.00
Acer saccharum (Green Mountain Sugar Maple)	1	$ 205.00
Aesculus glabra (Ohio Buckeye)	1	$ 180.00
Aesculus hippocastanum (Horse Chestnut)	1	$ 180.00
Alnus glutinosa (European Black Alder)	1	$ 190.00
Amelanchier grandiflora (Autumn Brilliance Serviceberry)	1	$ 200.00
Carpinus betulus (Frans Fontaine)	1	$ 220.00
Catalpa erubescens 'Purpurea' (Purple Catalpa)	1	$ 195.00
Catalpa speciosa (Northern Catalpa)	1	$ 195.00
Cercis Canadensis (Appalachian Red Redbud)	1	$ 215.00
Cercis Canadensis (Eastern Redbud)	1	$ 215.00
Cercidiphyllum japonicum (Katsura Tree)	1	$ 205.00
Cladrastis kentukea (Yellowwood)	1	$ 275.00
Eucommia ulmoides (Hardy Rubbertree)	1	$ 260.00
Ginkgo biloba (Magyar Ginkgo)	1	$ 245.00
Ginkgo biloba (Princeton Sentry Ginkgo)	1	$ 265.00
Gleditsia triacanthis inermis (Shademaster Honeylocust)	1	$ 235.00
Gleditsia tria. inermis 'Wandell' (Perfection Honeylocust)	1	$ 235.00
Liquidambar styraciflua (Sweetgum)	1	$ 275.00
Liquidambar styraciflua 'Hapdell' (Happidaze Sweetgum)	1	$ 300.00
Liriodendron tulipifera 'Fastigiatum' (Arnold Tuliptree)	1	$ 249.00
Magnolia acuminate (Cucumber Magnolia)	1	$ 210.00
Magnolia stellata (Royal Star Magnolia)	1	$ 220.00
Ostrya virginiana (Hop Hornbeam)	1	$ 230.00
Platanus acerifolia 'Morton Euclid' (Ovation Planetree)	1	$ 240.00
Platanus occidentalis (American Sycamore)	1	$ 240.00
Pyrus calleryana (Autumn Blaze Pear)	1	$ 200.00
Quercus alba (White Oak)	1	$ 320.00
Quercus coccinea (Scarlet Oak)	1	$ 300.00
Quercus 'Crimschmidt' (Crimson Spire Oak)	1	$ 300.00
Quercus muehlenbergii (Chinkapin Oak)	1	$ 285.00
Quercus palustris (Pin Oak)	1	$ 255.00
Quercus velutina (Black Oak)	1	$ 320.00
Styphnolobium japonica (Japanese Pagodatree)	1	$ 320.00
Syringa pekinensis 'Morton' (China Snow Peking Lilac)	1	$ 250.00
Syringa pekinensis (Pekin Lilac)	1	$ 250.00
Ulmus americana (Princeton Elm)	1	$ 210.00
Ulmus parvifolia (Chinese Elm)	1	$ 210.00
Ulmus (Patriot Elm)	1	$ 210.00
Viburnum prunifolium (Blackhaw Viburnum)	1	$ 240.00
40 Arboretum Trees Total Cost		**$ 9,544.00**

Genus/Species	Quantity	Unit Price
Acer campestre (Hedge Maple)	1	$ 220.00
Acer freemanii (Marmo Maple)	1	$ 210.00
Acer freemanii (Sienna Glen Maple)	1	$ 205.00
Acer ginnala (Amur Maple)	1	$ 195.00
Acer griseum (Paperbark Maple)	1	$ -
Acer nigrum (Black Maple)	1	$ 220.00
Acer nigrum (Green Columnar Black Maple)	1	$ 325.00
Acer palmatum (Japanese Maple)	1	$ 325.00
Acer platanoides (Columnar Norway Maple)	1	$ 250.00
Acer platanoides (Deborah Norway Maple)	1	$ 210.00
Acer rubrum (Armstrong Maple)	1	$ 180.00
Acer saccharum (Green Mountain Sugar Maple)	1	$ 205.00
Aesculus glabra (Ohio Buckeye)	1	$ 180.00
Aesculus hippocastanum (Horse Chestnut)	1	$ 180.00
Alnus glutinosa (European Black Alder)	1	$ 190.00
Alnus incana (Grey Alder)	1	$ -
Amelanchier grandiflora (Autumn Brilliance Serviceberry)	1	$ 200.00
Carpinus betulus (Frans Fontaine)	1	$ 220.00
Catalpa erubescens ‘Purpurea’ (Purple Catalpa)	1	$ 195.00
Catalpa speciosa (Northern Catalpa)	1	$ 195.00
Cercis Canadensis (Appalachian Red Redbud)	1	$ 215.00
Cercis Canadensis (Eastern Redbud)	1	$ 215.00
Cercidiphyllum japonicum (Katsura Tree)	1	$ 205.00
Cladrastis kentukea (Yellowwood)	1	$ 275.00
Cornus florida (Yellow Flowering Dogwood)	1	$ -
Cornus florida ‘rubra’ (Pink Flowering Dogwood)	1	$ 210.00
Eucommia ulmoides (Hardy Rubbertree)	1	$ 260.00
Ginkgo biloba (Magyar Ginkgo)	1	$ 245.00
Ginkgo biloba (Princeton Sentry Ginkgo)	1	$ 265.00
Gleditsia triacanthis inermis (Shademaster Honeylocust)	1	$ 235.00
Gleditsia tria. inermis ‘Wandell’ (Perfection Honeylocust)	1	$ 235.00
Liquidambar styraciflua (Sweetgum)	1	$ 275.00
Liquidambar styraciflua ‘Hapdell’ (Happidaze Sweetgum)	1	$ 300.00
Liriodendron tulipifera ‘Fastigiatum’ (Arnold Tuliptree)	1	$ 249.00
Magnolia acuminate (Cucumber Magnolia)	1	$ 210.00
Magnolia stellata (Royal Star Magnolia)	1	$ 220.00
Malus (Donald Wyman)	1	$ 210.00
Malus ioensis (Iowa Crabapple)	1	$ 200.00
Malus ioensis (Prairie Rose)	1	$ 200.00

Malus (Pink Sparkles)	1	$	-
Malus (Prairie Fire Crabapple)	1	$	200.00
Malus sargentii (Sargent Crabapple)	1	$	210.00
Malus 'Schmidtcutleaf' (Golden Raindrops Crabapple)	1	$	215.00
Malus (Spring Snow Crabapple)	1	$	210.00
Nyssa sylvatica (Black Gum / Tupelo)	1	$	239.00
Ostrya virginiana (Hop Hornbeam)	1	$	230.00
Platanus acerifolia (Bloodgood Planetree)	1	$	-
Platanus acerifolia (London Planetree)	1	$	-
Platanus acerifolia 'Morton Euclid' (Ovation Planetree)	1	$	240.00
Platanus occidentalis (American Sycamore)	1	$	240.00
Populus alba (White Poplar)	1	$	-
Populus deltoides (Siouxland Poplar)	1	$	260.00
Prunus pendula (Weeping Cherry)	1	$	270.00
Prunus serotine (Black Cherry)	1	$	270.00
Prunus subhirtella 'Autumnalis' (Fall Flowering Cherry)	1	$	260.00
Prunus virginiana (Chokecherry)	1		
Pyrus calleryana (Autumn Blaze Pear)	1	$	200.00
Pyrus calleryana 'Gladzam' (Gladiator Pear)	1		
Quercus alba (White Oak)	1	$	320.00
Quercus coccinea (Scarlet Oak)	1	$	300.00
Quercus 'Crimschmidt' (Crimson Spire Oak)	1	$	300.00
Quercus muehlenbergii (Chinkapin Oak)	1	$	285.00
Quercus palustris (Pin Oak)	1	$	255.00
Quercus velutina (Black Oak)	1	$	320.00
Robinia pseudoacacia (Chicago Blues Black Locust)	1		
Styphnolobium japonica (Japanese Pagodatree)	1	$	320.00
Syringa pekinensis 'Morton' (China Snow Peking Lilac)	1	$	250.00
Syringa pekinensis (Pekin Lilac)	1	$	250.00
Syringa pekinensis (Summer Charm Peking Lilac)	1		
Tilia cordata 'Corzam' (Corinthian Littleleaf Linden)	1		
Ulmus americana (Princeton Elm)	1	$	210.00
Ulmus parvifolia (Chinese Elm)	1	$	210.00
Ulmus (Patriot Elm)	1	$	210.00
Viburnum prunifolium (Blackhaw Viburnum)	1	$	240.00
Zelkova serrate (Musashino Zelkova)	1	$	-
Zelkova serrata (Village Green Zelkova	1	$	-
total for all 63 species		**$**	**14,643.00**

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Jovana Dacic	Public Works	March 19, 2019

DESCRIPTION:
Consideration of a Resolution Authorizing the Execution of a Purchase Order to KSA Lighting Inc. in the not-to-exceed amount of $30,000

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
COW	March 19, 2019

BACKGROUND:
Street Lights are expensive, take long time to manufacture and are extremely prone to vehicular and other accidents. Its difficult to predict how many will be damaged in a year span and the Street Division crew does their best to make temporary or permanent repairs. Some lights are not as lucky.

We plan to purchase ten (10) Sternberg 10' poles for the decorative lights. Six (6) shall be an immediate replacements, four (4) shall go in the inventory.

We are also purchasing (10) Sternberg Clamshell Steel Bases (10" throat) for the Irving Park light pole replacements. Six (6) shall be an immediate replacements, four (4) shall go in the inventory.

KEY ISSUES:
KSA Lighting is the sole proprietor of these particular poles and bases. Because the fabrication can take up to two months (10-12 weeks), we are trying to get ahead of the year and make sure we have replacements in our inventory.

ALTERNATIVES:
Discretion of the Committee.

RECOMMENDATION:
Staff Recommends Approval of the Resolution.

BUDGET IMPACT:
The funds ($25,000) are available in 11050420-552670

Minimum shipment cost for these clamshells bases and poles is $500

The damaged poles with police report attached to them shall have their funds taken out of Liability account.

ACTION REQUIRED:
Approval of a Resolution Authorizing a Purchase Order to KSA Lighting Inc. in the not-to-exceed amount of $30,000.

ATTACHMENTS:

Description	Upload Date	Type

RES - 2019 - Street Light Inventory Purchase	3/13/2019	Resolution Letter
Quote- KSA	3/14/2019	Cover Memo
Sternberg Lighting Catalogue	3/13/2019	Backup Material

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A PURCHASE ORDER TO KSA LIGHTING INC. IN THE NOT-TO-EXCEED AMOUNT OF $30,000

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 *et seq*.; and

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

WHEREAS the Village of Bensenville, in an effort to maintain streetlights, purchases parts and supplies as necessary, and

WHEREAS the Village street lights, bases and poles are subject to accidents and/or damage, and

WHEREAS the Village plans to purchase ten (10) poles and ten (10) clamshell bases, and

WHEREAS the KSA Lighting Inc. is the sole proprietor of these particular poles and bases, and

WHEREAS the Village is abiding by the purchasing ordinance limits set upon the Village Manager by requesting the Village Board approve this purchase order, 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 to KSA Lighting Inc. in the not-to-exceed amount of $30,000

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 March 26, 2019

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

KSA
LIGHTING & CONTROLS

Quote

Job Name: BENSENVILLE, IL
Quote #: 19-31964-0
Quote Label: Quick Quote Initial Version
Issue Date: 3/13/2019
Good Through: 4/9/2019
Quoted By: Bach, Kelly

KSA LIGHTING INC
1220 CENTRAL AVE
HANOVER PARK, IL 60133-5420
(Phn) 630-307-6955 EXT:
(Fax) 630-307-6965

Quoted To: KSA LIGHTING INC
1220 CENTRAL AVE
HANOVER PARK, IL 60133-5420

Type	Qty	Manufacturer/Brand	Catalog #	Line Comment	Unit $	Ext $
	10	Sternberg Lighting	508-682-3910FP4-GFILPIUC-2-677PM/BK	10' POLE ONLY - SIMILAR TO PREVIOUS ORDER C12164, GFILPIUC IN LIEU OF GFI-IUC. SUPPLIED WITH WELDED 508 FITTER, 682 ELECTRICAL COMPARTMENT COLLAR AND (2) 677PM BANNER PADS	$1,417.00	$14,170.00
	10	Sternberg Lighting	9301-SS/BK	CLAMSHELL BASE ONLY WITH 10" THROAT FOR PREVIOUS ORDER C36443	$1,534.00	$15,340.00
			10 - 12 WEEKS			

Grand Total: $29,510.00

Notes

* Lamps NOT Included Except as Noted
* Manufacturer's Standard Freight Terms and Conditions for Sale Apply
* Any deviation voids this quote.
* Alternate Fixtures are not included in the total.
* Final confirmation of quantities and design intent is the responsibility of the contractor.
* Subject to approval; No plans or specs were provided at bid time.
* Certain assumptions have been made to assemble a functional system from the supplied documents. Final verification that all necessary equipment has been specified and ordered is the responsibility of the specifier/contractor. Please read the accompanying Bill of Materials carefully to verify that all items are correct.
* Please reference KSA quote number on purchase order.
* A set of submittals marked “Approved as Noted”, or KSA Release Waiver Form, will be required for all project orders.
* Partial releases are subject to additional freight charges.
* Linear product over eight foot runs will require Factory Drawings approved. Distributor Hold For Release po is required to get factory drawings - which can take 1-2 weeks. Order will not be released to production until factory drawings are approved. Standard catalog cuts/specs will NOT be accepted.
* KSA does not take responsibility for accuracy of submittals unless they are done by KSA or reviewed by KSA prior to submitting.
* All control products will require submittal sets generated by KSA. Full Submittal sets are available upon receipt of HFR Purchase orders and require approximately 2 weeks to produce. Device color, voltage and counts must be verified prior to project release.

KSA
LIGHTING & CONTROLS

Quote

Job Name: BENSENVILLE, IL
Quote #: 19-31964-0
Quote Label: Quick Quote Initial Version
Issue Date: 3/13/2019
Good Through: 4/9/2019
Quoted By: Bach, Kelly

Notes

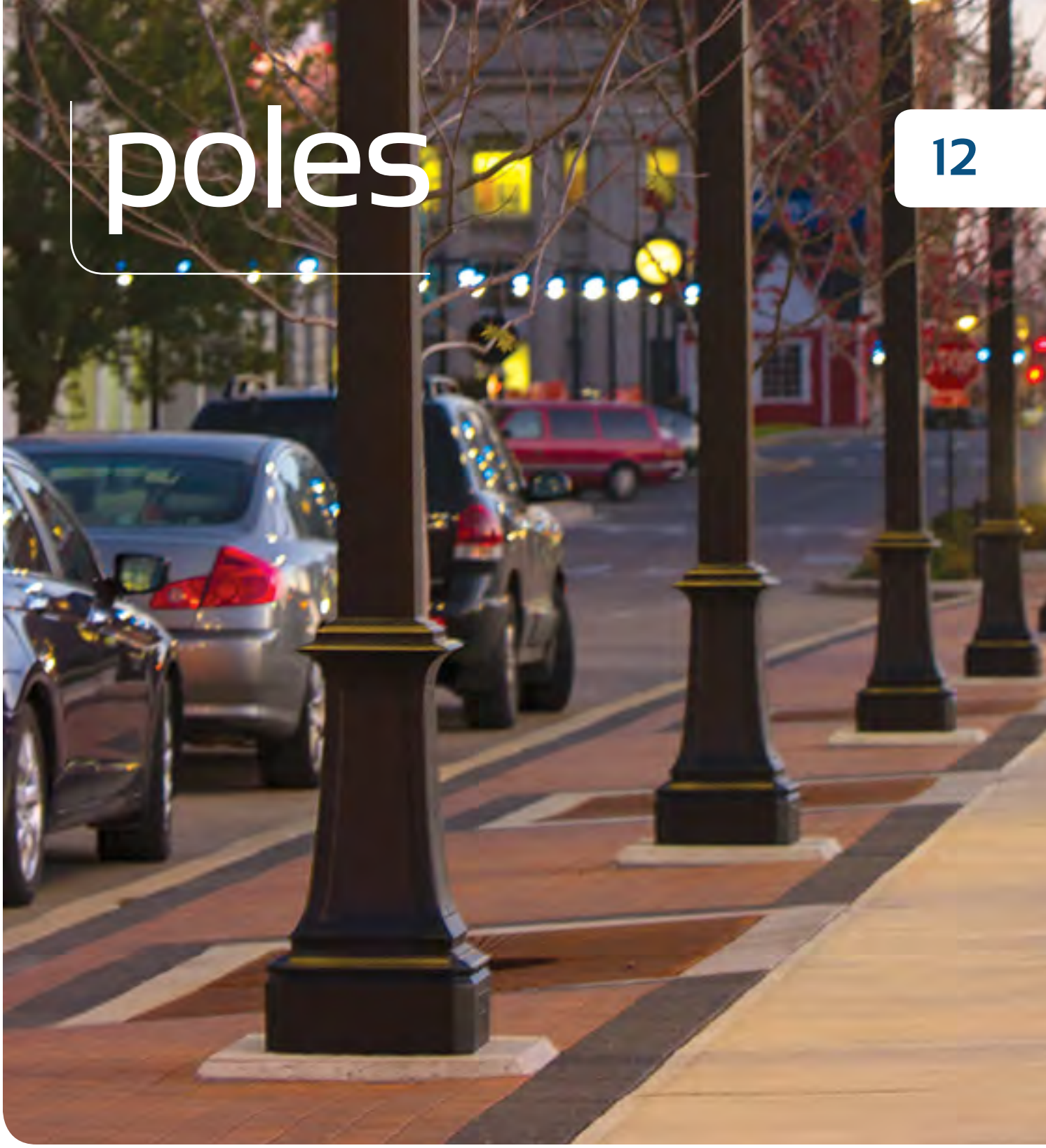
* nLight devices require CAT 5 cable connections between devices. 1500 ft max cable length per zone. The preferred CAT 5 cable pin out for the nLight network is T568B.

Freight/Order Terms

Sternberg Lighting:	All shipments will be FOB origin. Most orders will be shipped common carrier and freight prepaid (freight allowed) by Sternberg. Consult factory quotation for the specific freight terms. $50.00 minimum order. Sternberg Lighting Terms of Sale: 1) Freight terms: Full freight allowed for one shipment & quoted quantities. 2) All orders $10,000.00 and over require approved drawings prior to release. 3) Price good until expiration date. Lamps not included unless noted in part number. 4) Sternberg Lighting reserves the right to correct any typographical errors. 5) Cancellation of released purchase orders are subject to a 50% cancellation fee.	Freight Minimum:	Always Covered	Qualifies: Yes
		Order Minimum:	$50.00	Qualifies: Yes

poles

12



SternbergLighting

ESTABLISHED 1923 / EMPLOYEE OWNED

www.sternberglighting.com

Like Us On:

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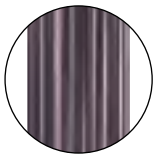
STERNBERG
STERNBERG

support

POLES

BASES



TECH

WINDLOAD

Sternberg Lighting poles provide style, authenticity, distinction and character to street or landscape lighting projects. Sternberg has the largest variety of pole designs on the market today with a mix of styles from historical to contemporary, and products to fit municipal, higher education, park and commercial applications.

features

3 introduction
5 ornamental
6 ornamental poles matrix
9 architectural poles matrix
11 roadway clamshell bases
12 roadway clamshell matrix
15 urbanline poles
17 wood poles
18 concrete poles matrix
21 technical
23 wind load

ornamental

Ornamental poles from Sternberg Lighting are constructed of heavy gauge cast aluminum decorative elements that enhance surrounding architecture, help set a theme or just provide an assembly that projects strength and substance to site design. Over time pole base designs have followed many different style paths. Sternberg has faithfully reproduced many of them and also created some of our own to meet the needs of specific projects. Subsequently they have become part of the product line. Victorian, Art Deco, Colonial, Mediterranean and Modern styles are found in Sternberg's extensive pole product offering.

QUICK FACTS

- Sternberg poles are in most cases one piece with integral bolt anchor flanges.
- Shafts are double circumferentially welded for strength.
- Pole bases are painted inside and out to protect against corrosion.
- Sternberg can apply a number of historical finishes including Verde Green for an authentic appearance.
- Base castings are substantial enough size to allow mounting of driver/ballast assemblies for easy servicing.

Art Deco Pole

Baltimore Pole

Virginia Pole

Vernon Pole

Kenilworth Pole

ornamental poles

matrix

650 Milford | 1000 Dorado | 1100 Tinley Park | 1200 Fort Wayne | 1600 Naples | 1800 Mesa | 2100 Newport | 2500 Lincoln | 2600 Vernon | 2700 Somerset | 3400 Georgetown | 3500 Charleston

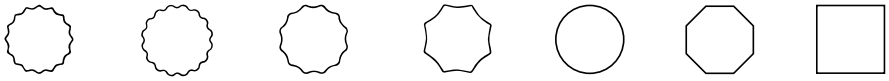
3600 Williamsburg | 3700 Virginia | 3800 Leesburg | 3900 Richmond | 4200 Augusta | 4400 Denver | 4400AD Art Deco | 4500 Decatur | 4600 Pioneer | 4700 Austin | 4800 Springfield | 5200 Barrington

5300 Kenilworth | 5400 Hamilton | 5500 Liberty | 5600 Louisville | 5700 Plainfield | 5800 Boston | 5900 Providence | 6100 Dover | 6200 Oxford | 6300 Scottsdale | 6500 Stanton | 6600 Morristown

6700 Manchester | 7100 Windsor | 7312TO Brighton | 7700 Birmingham | 8100 Deerfield | 8200 Fort Collins | 8300 Baltimore | 8400 Monrovia | 8600 Rockford | 8700 Geneva | 9100 Lancaster | 9312TO Champaign

Shaft Type (Pole Shapes)

All Tapered Shafts have a taper of 0.14 inch per foot of length. Most shafts are available in steel and / or aluminum.



16 Sharp Flute | 16 Flat Flute | 12 Flat Flute | 8 Sharp Flute | Round | Octagonal | Square

POLE BASE	BASE SIZE		BOLT		STRAIGHT FLUTED SHAFT				STRAIGHT SMOOTH SHAFT				SMOOTH TAPERED SHAFT						TAPERED AND FLUTED SHAFT					STRAIGHT SQUARE SHAFT			
	WIDTH	HT	BOLT CIRCLE* DIA.	BOLT DIA.	FP4	FP5	FP6	FP7	P4	P5	P6	P7	T4	T5	T54	T6	T64	T74	TFP4	TFP5	TFP6	ETFP6	ETFP7	SQ4	SQ5	SQ6	SQ7
650 Milford	15”	9”	7”D	3/4”		■				■				■		■					■						
1000 Dorado	20”	45”	16”D	1”			■				■					■					■						
1100 Tinley Park	18-5/8”	44”	14”	3/4”		■	■			■	■			■	■	■	■										
1200 Fort Wayne	18-5/8”	44”	14”D	3/4”		■	■			■	■			■	■	■	■										
1600 Naples	15”	52”	10”D	3/4”		■				■				■						■							
1800 Mesa	14”	40”	14”D	3/4”		■								■						■	■						
2100 Newport	10-3/4”	54”	7”D	3/4”		■				■				■						■							
2500 Lincoln	20”	50”	16”D	3/4”		■				■				■						■							
2600 Vernon	20”	34”	16”D	3/4”		■				■				■						■							
2700 Somerset	19”	48”	14”D	3/4”		■				■				■						■							
3400 Georgetown	18”	30”	12”D	1/2”	■	■			■	■			■	■													
3500 Charleston	11-3/4”S	29-1/2”	12-3/8”S	1/2”	■	■			■	■			■	■													
3600 Williamsburg	11-1/2”	28”	8” D	1/2”	■	■			■	■			■	■													
3700 Virginia	11-3/4”S	48”	12-3/8”S	1/2”	■	■			■	■			■	■													
3800 Leesburg	15”	34”	7” D	3/4”	■	■			■	■			■	■													
3900 Richmond	11-1/2”	41”	8”D	1/2”	■	■			■	■			■	■					■								
4200 Augusta	17”	19”	12”D	1/2”	■	■			■	■			■	■						■							
4400 Denver	18”	25”	12”D	1/2”	■				■				■														
4400AD Art Deco	18”	25”	12”D	1/2”					■				■														
4500 Decatur	10-1/2”	29”	8”D	1/2”	■				■				■														
4600 Pioneer	17”	41”	12”D	1/2”	■	■			■	■			■	■					■								
4700 Austin	10”S	43”	7”D	5/8”	■	■			■	■			■	■						■							
4800 Springfield	10-1/2”	44”	6-1/2”D	1/2”	■	■			■	■			■	■													
5200 Barrington	20”	24”	16”D	3/4”		■	■			■	■			■		■					■	■					
5300 Kenilworth	17-1/2”	48”	14”D	3/4”		■	■			■				■						■		■					
5400 Hamilton	22”	43”	14”D	1”		■	■							■		■				■	■	■					
5500 Liberty	12”	30”	8-5/16”D	3/4”		■				■				■													
5600 Louisville	17-1/2”	48”	14”D	3/4”		■	■			■				■		■				■		■					
5700 Plainfield	17-1/2”	48”	14”D	3/4”		■	■			■	■			■		■				■		■					
5800 Boston	17-1/2”	36”	14”	3/4”		■				■				■						■							
5900 Providence	17-1/2”	55”	14”D	3/4”		■				■				■													
6100 Dover	15”	21”	11-1/2”D	1/2”	■				■				■														
6200 Oxford	18”	27”	14”D	3/4”		■	■							■		■					■	■					
6300 Scottsdale	17-1/2”	42”	14”D	3/4”		■				■				■						■							
6500 Stanton	15”	34”	7”D	3/4”		■				■				■						■							
6600 Morristown	14”	36”	10”D	3/4”	■	■							■	■													
6700 Manchester	16”	42”	10”D	3/4”		■				■				■						■							
7100 Windsor	19”	26”	13-1/2”D	3/4”		■	■			■	■			■		■					■	■					
7312TO Brighton	20”	28”	12”S	3/4”	Consult spec sheets for heights and bolt circles																						
7700 Birmingham	16”	48”	10”D	3/4”		■				■				■						■							
8100 Deerfield	19”S	26”	14”D	3/4”																					■	■	■
8200 Fort Collins	19”S	26”	14”D	3/4”		■	■	■			■	■				■		■			■	■	■		■	■	
8300 Baltimore	19”S	57”	14”D	3/4”		■				■				■						■							
8400 Monrovia	15”S	30”	10”D	3/4”		■	■			■	■			■		■					■	■			■	■	
8600 Rockford	15”S	56”	10”D	3/4”		■				■				■						■							
8700 Geneva	11”	43”	6-1/2”D	5/8”	■	■			■	■			■	■						■							
9100 Lancaster	18”	24”	12”D	3/4”		■				■				■						■							

* D=Diamond Anchor Bolt Pattern, S=Square Anchor Bolt Pattern

Leander, TX

architectural

Sternberg Lighting has an impressive array of modern Architectural poles that are clean and simple in design yet strong enough to meet today's rigorous and demanding street lighting requirements for vibration and for wind loading. As with all Sternberg poles a variety of mounting options are available from arm mount to post top. Pole top tenons range from the standard 3" x 3" round to 4"x4" or slip over designs where the pole inserts into the luminaire fitter. Consult luminaire specification sheets for proper luminaire/ pole compatibility.

For bolt circle information see bolt circle templates

POLE BASE	BASE SIZE		BOLT		STRAIGHT FLUTED SHAFT				STRAIGHT SMOOTH SHAFT				SMOOTH TAPERED SHAFT				STRAIGHT SQUARE SHAFT		
	WIDTH	HT	CIRCLE	DIA.	FP4	FP5	FP6	FP7	P4	P5	P6	P7	T4	T5	T6	T7	SQ4	SQ5	SQ6
450 Lexington	10-1/2"	3"	8"D	1/2"	■				■				■						
550 Concord	12"	4"	8-5/16"D	3/4"		■				■				■					
2800 Concourse	11-1/2"Dia.	48"	8-3/4"S	3/4"					■	■									
2900 Concourse	13"	48"	13"S	3/4"					■	■									
3200 Gateway	15-3/4"	48	9-1/2"S	3/4"					■				■						
3300 Gateway	18"	48"	11-1/2"S	1"						■	■			■					
SQ4 Square	10"	2"	9"S	1/2"													■		
SQ5 Square	11"	2-1/2"	11"S	3/4"														■	
SQ6 Square	13"	3"	12-1/2"S	1"															■

For bolt circle dimensions **"S"** = square pattern and **"D"** = diamond pattern for poured anchor bolts

450 Lexington	550 Concord	2800 Concourse	2900 Concourse	3200 Gateway	3300 Gateway	SQ4 Square	SQ5 Square	SQ6 Square

roadway

Sternberg Lighting has an impressive collection of roadway pole options characterized by the large scale base sizes. Roadway poles are typically taller than decorative roadway assemblies and therefore need to be more robust in construction. The height of these poles dictates that an anchor plate design be used. This non-decorative element is then dressed up with large scale two-piece base castings that clamshell around the bottom of the pole presenting a decorative appearance.

QUICK FACTS

- Roadway bases are heavy cast aluminum.
- Cast bases are painted inside and out for corrosion protection.
- Heavy wall construction provides long service life.
- Tamper resistant hardware is available for security.
- Cast bases are available in several family sizes to provide the same look throughout a project site.
- Roadway bases can accommodate a variety of pole shaft diameters and present a clean joint line between pole shaft and base casting.

Williamsburg Clamshell

Birmingham Clamshell

Virginia Clamshell

Birmingham Clamshell

roadway clamshell

matrix

1701SS
Virginia

2001SS
Mesa

2201SS
Stratford

2301SS
Gateway

2401SS
Gateway

3001SS
Clayton

3101SS
Rockford

5201SS
Barrington

5401SS
Hamilton

6001SS
Columbus

6401SS
Hamilton

6901SS
Oxford

7201SS
Birmingham

7601SS
Oxford

7801SS
Williamsburg

7901SS
Birmingham

8501SS
Barrington

9201SS
Oxford

9301SS
Oxford

9401SS
Marshall

9501SS
Champaign

9601SS
Monrovia

9701SS
Birmingham

9801SS
Scottsdale

C100
Gateway
Composite

C200
Loop
Composite

C300
Pedestrian
Composite

POLE BASE	BASE SIZE		THROAT SIZE	SHAFT MATERIAL			SHAFT SHAPE						
	WIDTH	HT		STEEL	ALUMINUM	GALVANIZED	RTF	RTS	RSF	RSS	OTS	SQ	SQT
1701SS Virginia	22”	41”	11” to 13-3/8”	■	■	■	■	■	■	■	■		
2001SS Mesa	14”	40”	7-1/2”	■	■	■	■	■	■	■	■		
2201SS Stratford	22”	52”	6” to 9”	■	■	■	■	■	■	■	■		
2301SS Gateway	16”	9-1/2”	6”	■	■	■	■	■	■	■	■		
2401SS Gateway	18”	11”	8”	■	■	■	■	■	■	■	■		
3001SS Clayton	20”	16”	10”	■	■	■	■	■	■	■	■		
3101SS Rockford	16”	5”	8”	■	■	■	■	■	■	■	■		
5201SS Barrington	20”	23”	5” to 6”	■	■	■	■	■	■	■	■		
5401SS Hamilton	22”	43”	5” or 6”	■	■	■	■	■	■	■	■		
6001SS Columbus	23”	45”	8” to 10”	■	■	■	■	■	■	■	■		
6401SS Hamilton	23”	48”	8” to 11”	■	■	■	■	■	■	■	■		
6901SS Oxford	20”	36”	8” to 10”	■	■	■	■	■	■	■	■		
7201SS Birmingham	32”	60”	12” to 16”	■	■	■	■	■	■	■	■		
7601SS Oxford	17”	35”	6” to 8”	■	■	■	■	■	■	■	■		
7801SS Williamsburg	20”	35”	7” to 10”	■	■	■	■	■	■	■	■		
7901SS Birmingham	27”	60”	10” to 14”	■	■	■	■	■	■	■	■		
8501SS Barrington	26”	33”	7” to 9-1/2”	■	■	■	■	■	■	■	■		
9201SS Oxford	24”	45”	7” to 10”	■	■	■	■	■	■	■	■		
9301SS Oxford	26”	45”	10” to 14”	■	■	■	■	■	■	■	■		
9401SS Marshall	22”	32”	7” to 11”	■	■	■	■	■	■			■	■
9501SS Champaign	26”	31”	8” to 10”	■	■	■	■	■	■	■	■		
9601SS Monrovia	24”	44”	8” to 10”	■	■	■	■	■	■			■	■
9701SS Birmingham	24”	60”	6” to 8”	■	■	■	■	■	■	■	■		
9801SS Scottsdale	26”	54”	8” to 12”	■	■	■	■	■	■	■	■		
C100 Gateway Composite	22-1/2”	45-1/2”	9”	■	■	■			■				
C200 Loop Composite	24”	43-1/2”	7”	■	■	■			■				
C300 Pedestrian Composite	24”	31-1/8”	6”						■				

RTF = Round Tapered Fluted **RTS** = Round Tapered Smooth **RSF** = Round Straight Fluted **RSS** = Round Straight Smooth **OTS** = Octagonal Tapered Smooth **SQ** = Square Straight **SQT** = Square Tapered

urbanline

Sternberg Lighting's Urbanline pole family is a group of square and round straight shafts with complimentary low profile base castings that provide a clean transition from pole shaft to the mounting surface whether it is concrete, brick paver or turf. Urbanline poles are available in either aluminum or steel. Mounting luminaires to this family of poles is accomplished by either drillings in the vertical surfaces in the case of a side mount luminaire or by pole top tenon for post top or post top arm mounting options. The clean simple designs of these poles compliment the contemporary styling of Sternberg's Urbanline luminaire families with a choice of soft rounded corners or sharp cornered shafts that mate with luminaire edge and corner details.

QUICK FACTS

- Pole shafts can be fabricated from Aluminum or Steel.
- Powder paint is applied with color selections from the Urbanline paint collection to match perfectly with Urbanline luminaires.
- Poles can be ordered with standard square or round base covers or custom covers to match specific luminaire families.
- Poles come pre-drilled to accept luminaire mounting.
- Anchor bolts can be pre-shipped ahead of poles for underground work completion.

Round Base Series

Round Base Solana Series

Square Base Series

Square Base Millenia Series

Square Straight Aluminum

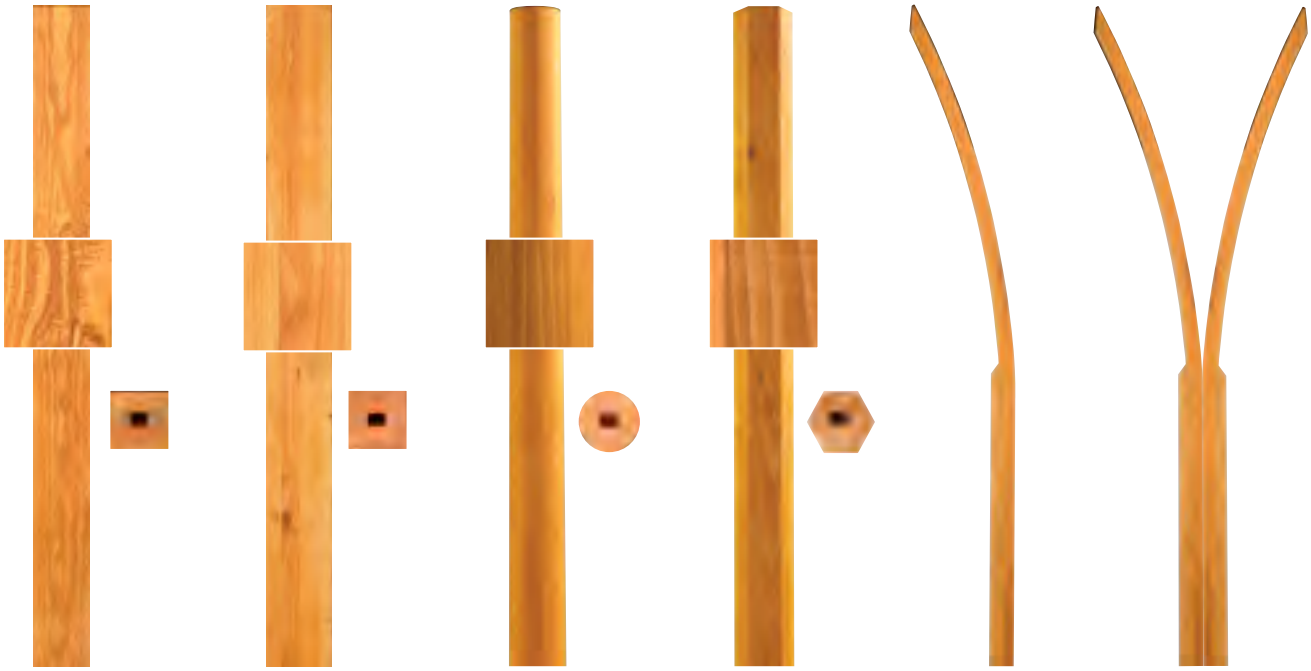
Sisters, OR

wood

Wood poles by Sternberg Lighting are a beautiful way to bring a rustic feel to a project site. Laminated poles provide strength, longevity and beauty to outdoor lighting installations. Wood poles are also a sustainable product that can qualify projects for LEED™ points. Modern wood fabrication techniques have surpassed the strength characteristics of Mother Nature. Lamination techniques using industrial adhesives and tremendous pressures yield a super strong version of wooden beams. Although the appearance is that of rough-hewn or sanded dimension or custom lumber components the actual products are far from the base materials grown in the forests of the American northwest.

QUICK FACTS

- Wood poles come in many sizes and configurations.
- A variety of finish treatments are available.
- Rough-hewn or smooth sanded products are available.
- Square, round and hexagonal shaft options as well as curved pole designs are part of the Sternberg pole offering.
- A built-in electrical raceway allows for electric feed to luminaires.
- Laminated construction is 10X stronger than solid dimension lumber.



Square Pole Rough | **Square Pole Smooth** | **Round Pole** | **Hex Pole** | **Curved Pole Single** | **Curved Pole Double**

poles

concrete

ROCHESTER RC

Base Size: 18" Oct. Diameter

Base Width: 18"

Height: 8' - 20' Available

Material: Pre-stressed Concrete

Finish: Etched

Installation: Direct Embedment

ANCHOR BOLT MTG. AVAILABLE

Model Numbers with Post Heights

RC Number & Finish	Above Grade	Embed-ment Depth	Overall Length
RC10E	10'	4'-4"	14'-4"
RC12E	12'	5'	17'
RC14E	14'	5'	19'
RC16E	16'	5'	21'
RC20E	20'	5'	25'

CLAREMONT CM

Base Size: 18" Diameter

Base Width: 18"

Height: 8' - 25' Available

Material: Pre-stressed Concrete

Finish: Etched

Installation: Direct Embedment

ANCHOR BOLT MTG. AVAILABLE

Model Numbers with Post Heights

CM Number & Finish	Above Grade	Embed-ment Depth	Overall Length
CM10E	10'	4'-6"	14'-6"
CM12E	12'	4'-6"	16'-6"
CM14E	14'	4'-6"	18'-6"
CM16E	16'	4'-6"	20'-6"
CM20E	20'	5'	25'
CM25E	25'	5'	30'

EXETER EX

Base Size: 15-5/16" Oct. Diameter

Base Width: 15-5/16"

Height: 8' - 20' Available

Material: Pre-stressed Concrete

Finish: Etched

Installation: Direct Embedment

ANCHOR BOLT MTG. AVAILABLE

Model Numbers with Post Heights

EX Number & Finish	Above Grade	Embed-ment Depth	Overall Length
EX10E	10'	5'	15'
EX12E	12'	5'	17'
EX14E	14'	5'	19'
EX16E	16'	5'	21'
EX20E	20'	5'	25'

OAKLAND OK

Base Size: 6-5/8" - 8-1/2" Oct. Dia.

Base Width: Varies

Height: 8' - 30' Available

Material: Pre-stressed Concrete

Finish: Etched or Polished

Installation: Direct Embedment

ANCHOR BOLT MTG. AVAILABLE

Model Numbers with Post Heights

CK Number & Finish	Above Grade	Embed-ment Depth	Overall Length
OK10E or P	10'	4'	14'
OK12E or P	12'	4'	16'
OK14E or P	14'	4'-6"	18'-6"
OK16E or P	16'	4'-6"	20'-6"
OK20E or P	20'	5'	25'
OK25E or P	25'	5'	30'

Midnight Sky Etched

Cinnamon Etched

Eclipse Etched

Salt & Pepper Polished

All Styles are Available in 6 Colors*. Colors Available:

Midnight Sky, Cinnamon, Eclipse, Salt & Pepper, Bronze, Kelly Green

*All colors shown are approximate and may have a slight variation

MILAN ML

Base Size: 14-3/8" Oct. Diameter

Base Width: 14-3/8"

Height: 8' - 16' Available

Material: Pre-stressed Concrete

Finish: Etched

Installation: Direct Embedment

ANCHOR BOLT MTG. AVAILABLE

Model Numbers with Post Heights

RC Number & Finish	Above Grade	Embed-ment Depth	Overall Length
ML10E	10'	4'-6"	14'-6"
ML12E	12'	4'-6"	16'-6"
ML15E	15'	4'-6"	19'-6"

Cinnamon Etched

WILMINGTON WM

Base Size: 18" Diameter

Base Width: 18"

Height: 8' - 15' Available

Material: Pre-stressed Concrete

Finish: Etched

Installation: Direct Embedment

ANCHOR BOLT MTG. AVAILABLE

Model Numbers with Post Heights

CM Number & Finish	Above Grade	Embed-ment Depth	Overall Length
WM10E	10'	4'-6"	14'-6"
WM12E	12'	4'-6"	16'-6"
WM13E	13'	4'-6"	17'-6"
WM15E	15'	4'-6"	19'-6"

Bronze Etched

VANCOUVER VC

Base Size: 13" Diameter

Base Width: 13"

Height: 13' Available

Material: Pre-stressed Concrete

Finish: Etched

Installation: Direct Embedment

ANCHOR BOLT MTG. AVAILABLE

Model Numbers with Post Heights

EX Number & Finish	Above Grade	Embed-ment Depth	Overall Length
VC10E	10'	4'-3"	14'-3"
VC12E	12'	4'-3"	16'-3"
VC13E	13'	4'-3"	17'-3"

Kelly Green Etched

ROCKLAND RL

Base Size: 18" Oct. Dia.

Base Width: 18"

Height: 8' - 14' Available

Material: Pre-stressed Concrete

Finish: Etched

Installation: Direct Embedment

ANCHOR BOLT MTG. AVAILABLE

Model Numbers with Post Heights

CK Number & Finish	Above Grade	Embed-ment Depth	Overall Length
RL10E	10'	4'-6"	14'-6"
RL12E	12'	4'-6"	16'-6"
RL14E	14'	4'-6"	18'-6"

Cinnamon Etched

technical

Specifying Poles

A pole part number can be broken down into 4 items, the base style (first two numbers), the height (second two numbers), the shaft type (one, two or 3 letters) and the shaft diameter (last number). An example part number for an Oxford, 12' pole with a 6" diameter tapered fluted shaft: 6212TFP6.

Exceptions to this format: 450, 550 and 650 poles state the 3 digit base first, the shaft type second then the shaft diameter followed by the pole height: 450FP4-12. No shaft type or diameter notation is required on the square 4SQ, 5SQ and 6SQ poles.

BUILDING A PART NUMBER

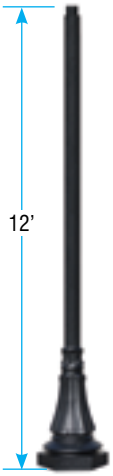
Model Height Shaft

3412FP6

STEP 1

Select a Base

STEP 2

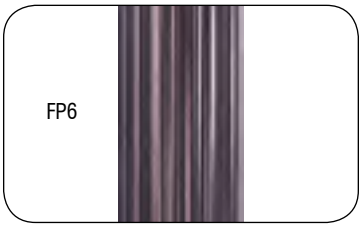


Select a Height

Heights are generally noted in 2' increments starting at 8', but with extruded shafts odd heights are available and the overall height can be specified down to the height of the base. Cast shafts have set lengths, limiting available heights to those catalogued.

The maximum height of the desired assembly is dependent on the Effective Projected Area (EPA) and weight of the fixtures, arms and accessories to be mounted and the area wind speed requirement. Please inform factory of any desired accessories, especially banners and signage. Recommendations such as using a different shaft or larger scale base can be made to meet your structural or aesthetic requirements.

STEP 3



Select a Pole Shaft and Shaft Diameter

Select from available options for each base.

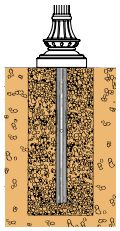
T4:	4"-3" Smooth Tapered Shaft
T5:	5"-3" Smooth Tapered Shaft
T6:	6"-3" Smooth Tapered Shaft
T7:	7"-3" Smooth Tapered Shaft
FP4:	4" Straight Fluted Shaft
FP5:	5" Straight Fluted Shaft
FP6:	6" Straight Fluted Shaft
P3:	3" Straight Smooth Shaft
P4:	4" Straight Smooth Shaft
P5:	5" Straight Smooth Shaft
P6:	6" Straight Smooth Shaft
FP7:	7" Straight Fluted Shaft
TFP5:	5"-3.5" Tapered Fluted Shaft
TFP6:	6"-3.5" Tapered Fluted Shaft
SQ4:	4" Straight Square Shaft
SQ5:	5" Straight Square Shaft
SQ6:	6" Straight Square Shaft

Installation of Poles

Standard poles mount with four "L" type anchor bolts. Refer to base template for bolt size and orientation. Depending on requirements, we may be able to modify some bases to use existing anchor bolts. Only install anchor bolts after receiving the sternberg anchor bolt template for your project.

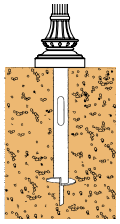
The alternative to anchor base installation is direct burial (DB) or helix burial (HB). Add DB or HB to the end of your pole part number, i.e.; 6212TFP6-DB.

Sternberg does not make footing recommendations as local codes and soil conditions will vary.



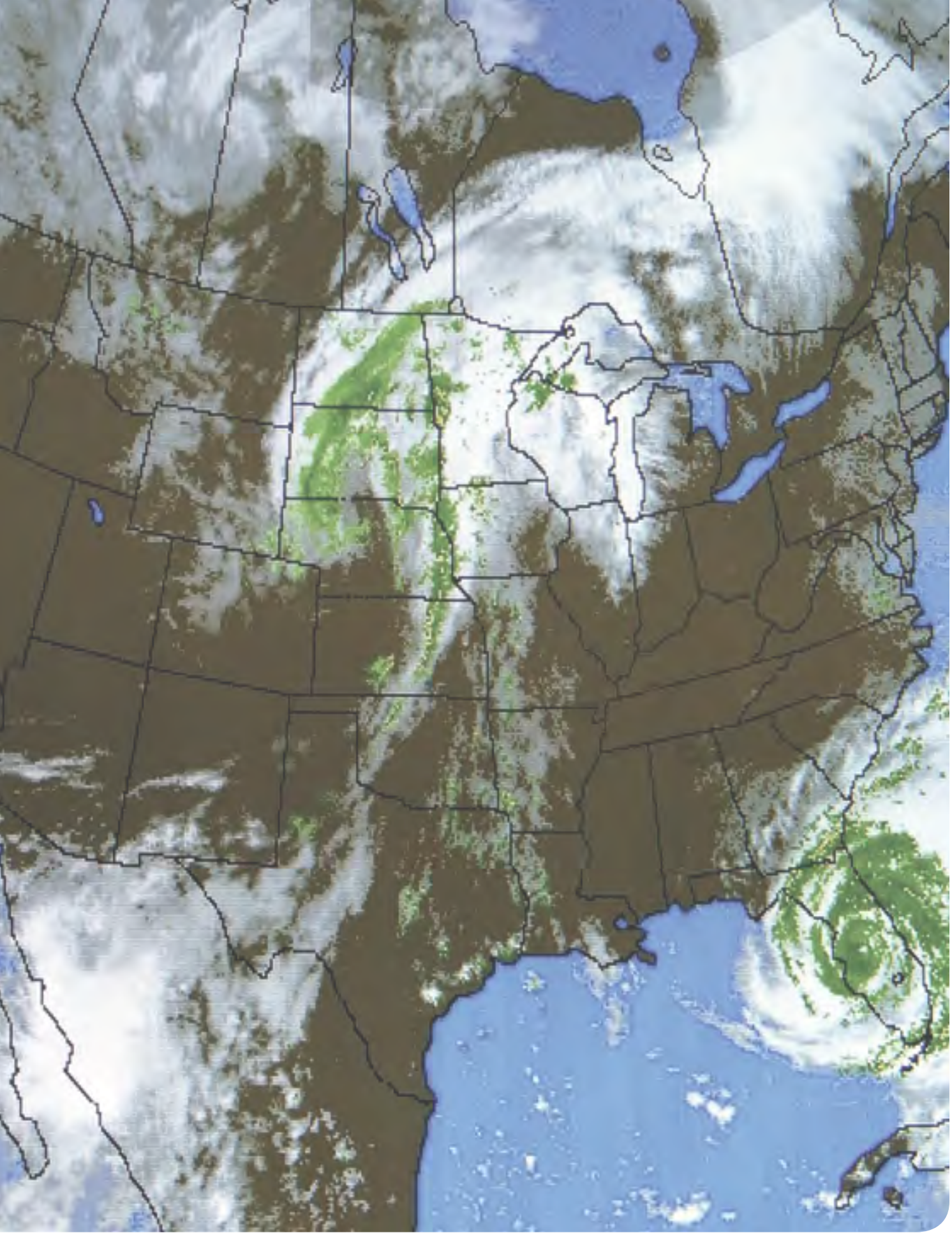
Direct Burial Installation

Sternberg's ornamental poles may be installed by the Direct Burial method of installation. A hole is dug wide and deep enough to accommodate the pole burial section and backfill material. The pole is lowered into the hole, the below grade wires are fed through the pole and the hole is backfilled and tamped using the appropriate backfill material for the soil conditions present. The pole's burial section will vary with size of pole and soil conditions. To specify, simply add DB at the end of the Sternberg pole's catalog number.



Helix Burial Installation

Sternberg's Helix foundation system allows the installation of poles with or without the need of pouring a concrete foundation or even boring a hole. A steel helix foundation, properly sized for the particular lightpole, is screwed into the solid ground using a rotating boom digger-derrick truck. The helix foundation is screwed into the ground until its top plate is at the desired height. The last step is to pull the wires through the foundation and bolt the streetlight pole base to its top plate. To specify, add HB at the end of the Sternberg pole's catalog number.



wind load

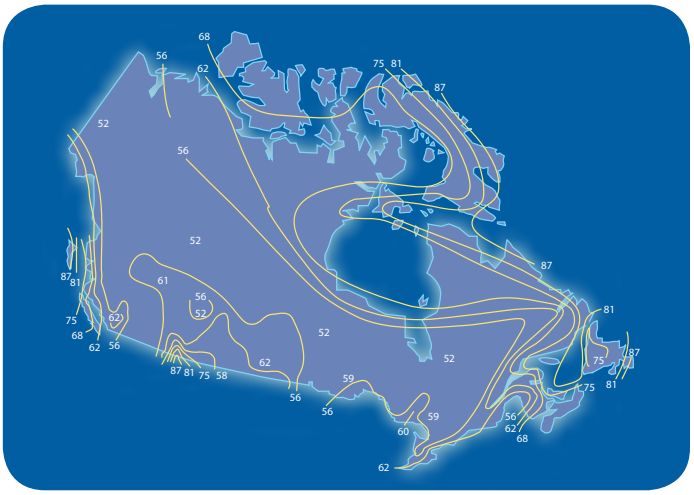
The wind load is a key factor when determining the design of your new lighting system. Wind speeds from AASHTO wind load map are used to engineer your system's structural integrity. Wind speed values are based on peak mean hourly wind speeds for a 50 year return period, 32.8 feet above the ground. This is stated in the AASHTO standards specifications for structural supports for highway signs, luminaires and traffic signals. When using this map, caution is advised in using the wind velocity contours in special wind areas such as mountain, great lakes and coastal regions. Hawaii uses a 105 MPH wind velocity, while Canadian data is based on peak mean hourly wind speeds for a 30 year return period, 30 feet above ground. This map is intended as a general guide and more localized analysis may be required. Please consult factory.

NOTES FOR U.S.

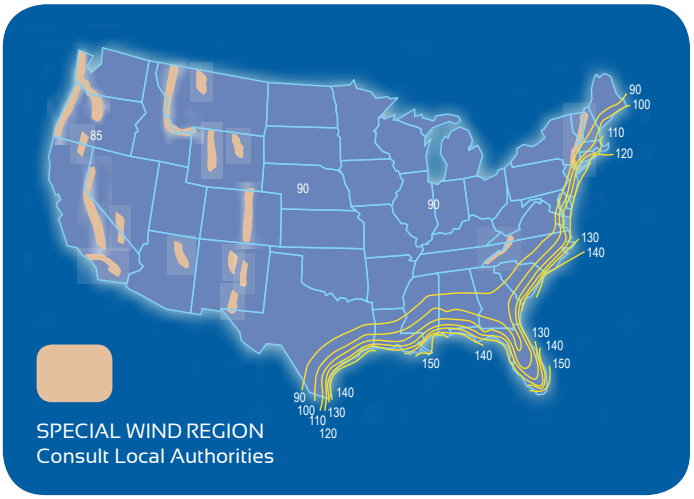
1. Values are 3-second gust speeds in MPH at 10 m (32.8 ft) above ground for Exposure C category and are associated with an annual probability of 0.02 (50 year mean recurrence interval).
2. Linear interpolation between wind speed contours is permitted.
3. Islands and coastal areas shall use wind speed contour of coastal area.
4. Mountainous terrain, gorges, ocean promontories, and special wind regions shall be examined for unusual wind conditions.

Hawaii	105MPH
Puerto Rico	145MPH
Guam	170MPH
Virgin Islands	145MPH
American Samoa	125MPH

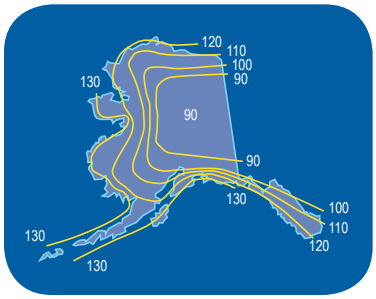
Canada



United States



Alaska



Note:
For coastal areas and islands, use nearest contour.

Map Data: AASHTO Standard 2001

Sternberg Lighting is:

- ✓ *Employee Owned!*
- ✓ *Made in The USA!*

Since 1923, Sternberg lighting has maintained its position as a leader in the street lighting industry by utilizing the latest technological advancements.

Today, our energy efficient LED street lighting luminaires have set a new standard for municipalities, universities, utilities and commercial entities seeking energy cost savings.

Sternberg Lighting is a US manufacturer located in Roselle, IL and is employee owned.

See our complete catalog on-line at:

www.sternberglighting.com

SternbergLighting

ESTABLISHED 1923 / EMPLOYEE OWNED

555 Lawrence Ave., Roselle IL 60172

800-621-3376 | info@sternberglighting.com | www.sternberglighting.com

MADE IN USA

Proud TO BE EMPLOYEE OWNED

STERNBERG LIGHTING IS A MEMBER OF THE INTERNATIONAL DARK SKY ASSOCIATION (IDA)

PRESERVATION OF THE NIGHT SKY

Illuminating ENGINEERING SOCIETY Sustaining Member

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	M. Ribando	Village Manager's Office	March 19, 2019

DESCRIPTION:

Consideration of a Resolution Authorizing the Execution of an Agreement and Purchase Order with Diversified Audio Group for Lighting and Sound for the 2019 Music in the Park Series in the Not-to-Exceed Amount of $17,100.00

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
COW	03/19/19

BACKGROUND:

Annually, the Village of Bensenville has a Music in the Park live concert series. During the series a stage, sound, and lighting are needed for the performances. Diversified Audio Group Inc. "DAG" has been providing quality sound and lighting for this concert series for several years.

KEY ISSUES:

Per the Village's Special Events Consultant, Diversified Audio Group Inc. is the best choice for the shows in Bensenville. DAG uses the highest quality of equipment. Currently DAG furnishes Bensenville with over $100,000 of equipment at each show. Our Consultant has been extremely happy with the services they have provided throughout the years.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

The Village's Special Events Consultant recommends approval Resolution Authorizing the Execution of an Agreement and Purchase Order with Diversified Audio Group for Lighting and Sound For the 2019 Music in the Park Series in the Not-to-Exceed Amount of $17,100.00.

BUDGET IMPACT:

Per the Village's Special Events Consultant, $17,100.00, for the agreement with Diversified Audio Group under the Music in the Park 2019 Series budget.

ACTION REQUIRED:

Approval of Resolution Authorizing the Execution of an Agreement and Purchase Order with Diversified Audio Group for Lighting and Sound For the 2019 Music in the Park Series in the Not-to-Exceed Amount of $17,100.00.

ATTACHMENTS:

Description	Upload Date	Type
Contract	3/14/2019	Cover Memo
Resolution	3/14/2019	Cover Memo

Engagement Contract

January 22, 2019

This contract is made for the services of production for the event described below, made this date January 22, 2019 between **Diversified Audio Group, Inc.** (Contractor) and **Gary Thorsen** (Purchaser)

EVENT: Bensenville Music in the Park 2019

EVENT DATES: Ten Shows: June 12- August 21, 2019

CONTRACTOR TO PROVIDE: Sound: Nexo Alpha concert sound system with 10 Alpha B1 speakers, 4 Alpha M3, 2 Alpha M8, and four S2 subs. Soundcraft MH4/40 FOH console, and four-send FOH monitor system to artist specifications with EV XW-15 wedges and EV drum subs. This price includes microphones, stands, Ramlatch snake, onstage cabling, 100' feeder and power distribution; set up, operation, and removal of equipment at the completion of each show. Lights: 24K par 64 1000 watt conventional lighting system with Leprecon controller and dimmer; includes all power and Socapex cabling, and operator.

TOTAL PRICE: $17,100
Deposit: $8550 due May 1; Balance due on August 21, 2019

(a) Purchaser shall pay wage, in the amount described above, to contractor prior to completion of engagement. Make all currency payable to Diversified Audio Group, Inc. in U.S. funds. (b) In the event that said engagement is canceled greater than 96 hours to said date, the purchaser agrees to compensate contractor one-half (50%) of wage. If less than 96 hours, purchaser agrees to full compensation of wage to contractor. (c) Purchaser is responsible for any additional charges that may be incurred, (union labor, electrical, insurance, dock charge). (d) Contractor reserves the right to terminate engagement contract on site if conditions are deemed unsafe, i.e. Weather, staging, electrical, security. (e) In the event contractor's equipment is to remain on site multiple days adequate security must be provided by purchaser at no expense to contractor. Purchaser is liable for any theft, loss, or damage to Diversified Audio Group equipment during this event.

By signing this document we acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract.

Diversified Audio Group, Inc.	
Contractors Name	Purchaser's Name
Contractors Signature:	Purchaser's Signature:
1765 Cortland Ct. Suite G	
Contractors Address	Purchaser's Address
Addison, IL 60101	
City State Zip	City State Zip
(630) 613-9675	
Telephone	Telephone

RESOLUTION NO.
A RESOLUTION APPROVING A CONTRACT FOR DIFERSIFIED AUDIO GROUP INC. FOR LIGHTING AND SOUND FOR THE MUSIC IN THE PARK SERIES 2019

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

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates parcels of land and operates special events throughout the year; and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license a sound and lighting equipment for the purposes of hosting our Wednesday night concert series known as "Music in the Park"; and

WHEREAS, an organization known as Diversified Audio Group Inc, an Illinois based company, and the VILLAGE will enter into an agreement pursuant to the terms and conditions as expressed in contract contained within; and

WHEREAS, Diversified Audio Group has expressed a desire to enter into an Agreement for providing sound and lighting equipment in accordance with the terms and conditions as expressed in the agreement (hereinafter the "AGREEMENT") attached hereto and incorporated by reference herein as Exhibit "A"; and

WHEREAS, Village President and the Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with Diversified Audio Group

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

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

SECTION TWO: The Village Manager is hereby authorized to execute a purchase order and agreement in the not to exceed amount of $17,100.00 with Diversified Audio Group to provide all sound and lighting equipment for the 10 shows scheduled for Music in the Park series for 2019. Payments are to be made in two installments. First installment of $8,550 upon signing of the contract, and the second installment of $8,550 the day of the final show on August 21, 2019.

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

PASSED AND APPROVED by the Village President and the Board of Trustees of the Village of Bensenville, Illinois this 26th day of March 2019.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

Ayes: _____
Nays: _____
Absent: _____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	M. Ribando	Village Manager	03.19.19

DESCRIPTION:

Consideration of a Resolution Authorizing the Execution of an Agreement and Purchase Order with American Mobile Staging in the Not-to-Exceed Amount of $17,450.00 for the Staging for the 2019 Music in the Park Concert Series

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
COW	03/19/19

BACKGROUND:

American Mobile Staging has provided the stage and setup at Music in the Park for the past several years providing high quality staging and excellent customer service at moderate pricing. They are familiar with the Village setup procedures and have been accommodating to any Village requests made in the past. Their pricing has remained the same from 2018.

KEY ISSUES:

Music in the Park which consists of ten concerts require staging.

ALTERNATIVES:

Discretion of the Committee of the Whole.

RECOMMENDATION:

Staff recommends approval of the Resolution and execution of an agreement and purchase order with American Mobile Staging in the not to exceed amount of $17,450.00 for staging for the Music in the Park concert series for 2019.

BUDGET IMPACT:

$17,450.00 budgeted under the 2019 Music in the Park account. A non-refundable deposit of $8,725.00 is required to execute the agreement.

ACTION REQUIRED:

Approval of the Resolution authorizing the Resolution and execution of an agreement and purchase order with American Mobile Staging in the not to exceed amount of $17,450.00 for staging for the Music in the Park concert series for 2019.

ATTACHMENTS:

Description	Upload Date	Type
Agreement	2/26/2019	Cover Memo
Resolution	2/26/2019	Cover Memo

American Mobile Staging Inc.
1841 Mitchell Blvd.
Schaumburg, IL. 60193

ATTENTION NEW ADDRESS

American Mobile Staging, Inc.
Phone 847-584-0350 Fax 847-584-0352

Village of Bensenville
Attn. Evan Summers
12 South Center
Bensenville , IL 60106

Dear Evan,

Thank you for choosing American Mobile Staging, Inc. for your event production company. The following is an outline to process your contract.

1. This contract is sent unsigned by AMS.
2. Customer must sign at all X's and return all pages of this contract with a 50% nonrefundable deposit.
3. **Your date is not confirmed until deposit and signed contract are received by AMS.**
4. Any deposit checks returned NSF will void contract.
5. We cannot hold dates without contract and deposit . Any contract and deposit not returned in 20 days is void.
6. Please include directions to your event to ensure on-time delivery.
7. Please make check payable to: American Mobile Staging, Inc.
8. Mail to: American Mobile Staging, Inc.
   1841 Mitchell Blvd.
   Schaumburg, IL. 60193

Thank you again for choosing American Mobile Staging, Inc.

Sincerely,
Nicholas R. Serino
President American Mobile Staging, Inc.

American Mobile Staging Inc.

1841 Mitchell Blvd. Schaumburg, IL. 60193
Ph. 847-584-0350 Fax. 847-584-0352

ATTENTION NEW ADDRESS

CONTRACT AGREEMENT

1. This contract is entered into this date **1/22/2019**.
2. Between American Mobile Staging, Inc. ("AMS")and **Village of Bensenville**("customer").
3. To provide services, personnel and/or equipment for **Bensenville Concerts in the Park 2019**.
4. The services shall be provided by American Mobile Staging, Inc. to customer from:**6/12/2019** to **8/21/2019**.
5. All personnel and equipment shall be returned to AMS by **8/22/2019**.
6. Customer agrees to pay to AMS **a total fee of:**

$17450.00

7. A non-refundable deposit shall be paid with the execution of this contract in the amount of: **$8725.00**
8. With the balance **due prior to set up**: **6/12/2019** In the amount of: **$8725.00**
9. Unless otherwise defined transportation costs are included in this contract.
10. Unless otherwise defined in this contract, setup and dismantle labor shall be provided by AMS but limited to the time restrictions on line 11.
11. Labor is limited to **3 hour(s)** for setup and **3 hour(s)** for dismantle labor is included in this contract. Any overages will be invoiced and payable Net 30 days of line 5 above.
12. **No services and, or equipment shall be considered reserved until this contract is signed by customer and received by AMS with the deposit amount (from line 7).**

Customer:
Village of Bensenville
Attn. Evan Summers
12 South Center
Bensenville
IL 60106
Phone: 630-670-3395
Fax:

Services to be Provided And Amendments to this agreement shall be set forth on **Schedule A**.
Additional Terms, Conditions and Change Orders shall be set forth on **Schedule B and are in addition to the contract price above**.
Staging Rider shall be set forth on Schedule C. Customer shall pay all additional costs and expenses reflected therein.

GENERAL TERMS AND CONDITIONS: All the general terms and conditions attached to this agreement are incorporated by reference herein as though set forth at length. All such terms and conditions as well as riders have been read and understood by the parties to this agreement.

AUTHORITY: Each party executing this agreement, or any changes thereto, warrants and represents to the other that they have the right and authority to enter into this agreement on behalf of, and legally bind, the party for whom they are signing.

Nicholas R. Serino, President
American Mobile Staging, Inc.

Customer, on behalf of:

X Signature Required.

Schedule A
Services to be Provided And Amendments

Year: 2019 Invoice # 9524
Date Out: 6/12/2019
Date In: 8/21/2019
Show: Bensenville Concerts in the Park 2019

Stages come with: Stage	1	2	3	4
Banner Bars.....	Yes			
Sound Wings.....	Yes			
House Mix Site....				
Drum Riser.....				
Back Drop.....	Yes			
Monitor Mix Site..				
Skirting.....	Yes			
Extra Stair Units..				

SERVICES PROVIDED

1.
2.
3.
4.
5. 1 24'x16'x4' Superstage
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.

Discount:

Sub Total	$17,450.00
Total Equipment:	$17,450.00

Amendments:

16. We will provide a 24 x 16 Stage for the following dates only:
17. June: 12, 19, 26
18. July: 10, 17, 24, 31
19. August: 7, 14, 21
20.
21.
22.
23.
24.
25.

Amendment Total:

Expenses:

Total Expenses:

LABOR

Date	Crew	Rate	OT	OT Total	Total

Total Labor:

Total Labor:	
Total Expenses:	
Transportation Local:	
Total Equipment:	$17,450.00
Amendments:	
On Site Additions:	
Total:	$17,450.00
Payments:	
Balance Due:	$17,450.00

Customer, On behalf of:

X Signature Required.

Schedule B
Additional Terms, Conditions and Change Orders

	Change to contract	Fee	Approved By:
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

GENERAL TERMS AND CONDITIONS

Equipment: AMS warrants and represents that the equipment furnished under this Agreement is in good and efficient working order. In the event of equipment failure through no fault of Customer, AMS shall repair or replace said equipment as quickly as possible so as to minimize any delay or inconvenience to Customer. AMS makes no warranty or representation of any kind as to the suitability of said equipment for any given purpose. Customer warrants and represents that said equipment shall be used only under those conditions, and for those purposes, for which it was designed and intended. Customer agrees to hold AMS harmless from any and all loss, damage and expenses caused by or arising out of the use of said equipment. As well as transportation if transported by customer. Customer shall return all equipment to AMS in the same condition as delivered to Customer, except for normal wear and tear in similar service.

Insurance: Customer will be held responsible for any loss, damage, injury, and/or expense caused by or arising out of the use of said equipment, or by the negligence or intentional act of any person other than the AMS agent or employees. Customer shall provide sufficient, Casualty and Public Liability Insurance coverage for any loss, damage, injury or expense caused to the AMS equipment or personnel for which the Customer is responsible under the terms of this Agreement.

AMS Personnel: Unless otherwise specifically required by terms of this Agreement, AMS shall not be required to provide personnel who are members of any union or guild. AMS personnel shall not be required to perform any services not contemplated under this agreement. AMS personnel shall not be required to certified by any organization unless mandated by any branch of government of the United States of America.

Indemnity: Each Party agrees to indemnify, defend and hold the other Party and its respective officers, officials, agents, and employees harmless from and against any and all claims, damages, liability, loss and expenses (including reasonable attorney fees), by reason of any negligent or wrongful act or omission of the Indemnifying Party, including the Indemnifying Party's officers, officials, agents, employees and invitees.

Credits: If any portions of the services produced by the AMS during the term of this Agreement are broadcast or reproduced for commercial exhibition or release, other than news coverage, Customer agrees that an appropriate credit will be given to AMS for the Services under the Agreement. No additional fees will result, provided appropriate credit is given. Bad faith or inadvertent failure to give such credit shall be deemed a breach of this Agreement and will result in additional fees being paid to AMS by Customer for such commercial use.

Customer Duties: Customer shall provide adequate and timely access to the place of performance to allow AMS personnel sufficient time and ability to perform its obligations under this Agreement. Customer shall also be responsible for providing adequate security for the safety of the AMS equipment and personnel. In addition, Customer shall be responsible for providing for any and all ancillary and necessary Services and conditions not specifically required of AMS under this Agreement in order to allow AMS to perform its obligations under this Agreement. Any additional costs and expenses incurred by AMS to fulfill Customer's duties under this Agreement shall be paid by Customer.

Unsafe Conditions: In the event that AMS, or their designated representative, shall in good faith determine that the conditions (whether due to access, exposure, weather, or otherwise) are unsafe to AMS personnel and/or equipment, the performer(s) or any other person(s) or property, AMS or their designated representative shall have the right to delay or refuse render any further Services under this Agreement without liability or breach of this Agreement unless and until the Customer shall acknowledge such conditions in writing and specifically indemnify and hold AMS and his personnel harmless from any and all loss, damage, injury, and/or expense arising from or relating to the use of equipment during the term of this Agreement.

Force Majeure: AMS shall not be liable for any delay or failure to perform under this Agreement if such delay or failure is caused or prohibited by conditions of force majeure, including strikes, labor disputes, fire, breakdown of transportation,weather, acts of God, acts of restraints of any government agency or any similar such events which are beyond the reasonable control of AMS.

Time is of the Essence: It is understood and agreed by all parties to this Agreement that time is of the essence.

Modifications and Changes: Any modifications, changes or amendments to this Agreement, whether oral or in writing, which are made between the date of this Agreement and commencement of Services and obligations to be performed by Contractor, shall be set forth in writing as part of **Schedule B** to this Agreement and signed by Customer prior to the rendering of any Services by AMS.

Early Delivery: In the event of early delivery or late pickup whether beneficial to the Customer or AMS, and agreed upon in writing or verbally by both sides, all terms and conditions, schedules and riders shall readjust and be in full force to include those dates.

General Provisions: This Agreement may be executed in counterparts, each of which will be deemed and original for all intents and purposes. In the event of any action at law or equity, including any arbitration proceedings, the prevailing party shall be entitled to reasonable attorney's fees and costs. Notwithstanding the fact that one or more parties hereto may have executed this Agreement outside the State of Illinois, it is acknowledged and agreed that this Agreement shall be governed by and construed under the law of the State of Illinois and in the event of any suit to enforce or interpret this Agreement or any of its terms and conditions, the parties agree that this Agreement shall be deemed to have been executed within the State of Illinois, and any action shall be instituted in the court of competent jurisdiction in the County of Cook, State of Illinois.

Finance Charge: Customer agrees to pay a finance charge of 1.5% interest per month for any invoice not paid net 30 days of line 5.

Payments: No equipment or service shall be considered reserved until 50% deposit and this signed contract has been received by AMS Balance is due upon delivery of stage. Any additional charges shall be due Net 30 of line 5 of contract agreement.

Customer, _____ on behalf of: _____

X Signature Required.

Schedule C

Staging Contract Rider

The following terms and conditions will act as part of the AMS Contract.

1. The customer shall secure any and all permits and/or fees for the placement and use of products of attached contract.

2. The placement of all stages will be on solid and level ground.

3 It is the customer's responsibility to install a solid surface such as plywood to ensure a safe delivery and pickup of AMS products. Any questionable soft surface, should marked and protected by customer prior to delivery to help stay within the time limits of this contract. Any damage unless caused by the direct negligence of AMS to any surface as a result of delivery or pickup including, but not to be limited to, baseball or soccer fields, parks and sprinkler systems is the responsibility of the customer.

4. The customer understands and agrees to pay for any damages to AMS equipment other than that of normal wear and tear or caused by AMS.

5. The customer understands they have the option to have onsite labor at a cost of $300.00 per day for the first 8 hours of each day and $ 45.00 per hour thereafter during show days. This fee is to supply the customer with one person to manage the functions of the stage such as roof movement, and safety monitoring. This is an additional cost the the customer and will be invoiced in addition to this contract price. By declining onsite labor the responsibilities and liability of the stage becomes that of the customer and undersigner.

I accept onsite labor._____. I decline onsite labor_____.

X Signature Required.

6. The customer understands and agrees not to cover, hide or remove the AMS logo or phone number on any rented stage.

7. The customer agrees to send AMS directions to the event as well as setup and take down times 7 days prior to the event to assure an on time delivery.

8. The customer is responsible for the actions of anyone attending the event, and agrees to provide reasonable security to protect the equipment and staff of AMS.

9. The customer understands and agrees to pay any additional fees such as optional labor or charges set forth in schedule B and C net 30 days of setup in date.

10. The customer agrees not to exceed the stage roofs uniform distributed load weight limits as follows: Unless a rigging plot is provided and approved by AMS 14 days prior to delivery date.

1.	16'X16'X3' American Mobile Stage	(250 pounds on a Uniform Distributed Load basis.)
2.	16'x16'x3' American Mobile MaxStage	(350 pounds on a Uniform Distributed Load basis.)
3.	24'x16'x4' Superstage	(500 pounds on a Uniform Distributed Load basis.)
4.	28'x14'x3' Century Stage	(250 pounds on a Uniform Distributed Load basis.)
5.	32'x14'x3' WengerStage	(250 pounds on a Uniform Distributed Load basis.)
6.	SL100 24'x20'x5' Stageline Stage	(750 pounds on a Uniform Distributed Load basis.)
7.	32'x20'x4' Superstage Stage	(1000 pounds on a Uniform Distributed Load basis.)
8.	32'x24'x4' Superstage Stage	(1000 pounds on a Uniform Distributed Load basis.)
9.	SL-250 Stageline New Generation	(2000 pounds on a Uniform Distributed Load basis.)
10.	40'x24' Century Front Row Stage	(2000 pounds on a Uniform Distributed Load basis.)
11.	40'x28' Century Front Row Stage	(2000 pounds on a Uniform Distributed Load basis.)
12.	44'x30' Superstage	(2000 pounds on a Uniform Distributed Load basis.)

11. The customer understands and agrees that any labor provided by Customer (whether paid labor or volunteered on behalf of Customer) shall not be entitled to any benefits afforded employees of AMS, including, but not limited to workers' compensation benefits health Insurance or payment for services provided. Customer further understands and agrees that it is their solely responsible for complying with all state and local laws as it applies to providing labor to a third party. At no time is anyone working or performing on the stage considered an employee AMS unless they are compensated directly by AMS.

12. AMS shall be allowed additional compensation in the event the customer fails in their obligations set forth at length under the amendments section of this contract as it pertains to costs incurred by AMS to complete their obligations under this contract.

13. Any banners, backdrops, advertisements or decorations etc. of any kind that are provided by the customer whether attached to the stage by the Customer or AMS shall be the sole responsibility and liability of the customer as it pertains to loss, damage and injury of any kind. All supplies to hang, adhere or attach banners, backdrops, advertisements or decorations etc. shall be provided by the customer . Any help given for such services provided by AMS is merely a courtesy and not part or required by this contract.

14. It is understood by all parties involved that AMS. onsite call time is based on a **3 hour** set up and a **3 hour** take down time limit. If AMS exceed time limits due to changes implemented on the site and or are delayed by customer's other sub contractors or other reasons beyond our control. Customer agrees to pay $30.00 per hour per person that was delayed beyond **3 hour(s)** of labor . The cost of the time will be included on the invoice as additional labor charges. No additional charges will be occurred if the delay is caused by weather or AMS.

_____ Customer,

_____ on behalf of:

X Signature Required.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PURCHASE ORDER WITH AMERICAN MOBIL STAGING IN THE NOT-TO-EXCEED AMOUNT OF $17,450.00

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

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

WHEREAS, it is sometimes necessary, in furtherance of its statutory functions, for the VILLAGE to engage various outside services required by the VILLAGE; and

WHEREAS, the Village of Bensenville has requested American Mobil Staging to provide staging to the Village of Bensenville for the total of ten selected Wednesday concert dates for the 2019 Music in Park concert series beginning on Wednesday, June 12, 2019 and ending on Wednesday, August 21, 2019;

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

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

SECTION TWO: The Village President is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest to, as the agreement for the Services, the agreement attached hereto and

incorporated herein by reference as Exhibit "A," with such additions and revisions thereto as the Village Attorney shall require.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 26th day of March 2019.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent:_____