

Village Board

Village President

Frank DeSimone

Trustees

Rosa Carmona

Ann Franz

Marie T. Frey

McLane Lomax

Nicholas Panicola Jr.

Armando Perez

Village Clerk

Nancy Quinn

Village Manager

Evan K. Summers



Village of Bensenville, Illinois VILLAGE BOARD COMMITTEE OF THE WHOLE AGENDA 6:30 PM March 17, 2020

- 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 21, 2020 Committee of the Whole Meeting Minutes*
- VI. **REPORTS OF VILLAGE DEPARTMENTS**
 - A. Administration – No Report
 - B. Community and Economic Development
 1. *Consideration of an Ordinance Denying a Variation to Allow Recreational Vehicle Parking in the Front Yard at 249 S. Church Road*
 2. *Consideration of a Resolution to Authorize the Village Manager to Enter into an Agreement with Net Assets Corporation for Rental Registrar Services Beginning with the 2021 Registration Year*
 - C. Finance
 1. *Consideration of an Ordinance Abating the Tax Heretofore Levied for the Year 2019 to Pay Debt Service on \$1,500,000 series 2001B General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*
 - D. Police Department
 1. *Consideration of an Ordinance Amending Title 3, Chapter 3, Section 5 of the Bensenville Village Code to Reduce the Number of Class E-1 Liquor Licenses Outstanding at Any One Time from Ten to Nine*
 - E. Public Works

1. *Consideration of a Resolution Authorizing the Execution of a Construction Engineering Services Agreement for the 2020 Watermain Improvements Project with Hancock Engineering Company in the Not to Exceed Amount of \$108,856.00*
2. *Consideration of a Resolution Authorizing the Award of a Construction Contract for the 2020 Village Watermain Replacement Project to Swallow Construction Corporation in the Amount of \$2,062,407.18*
3. *Consideration of a Resolution Establishing Guidelines and Procedures for 2020 Senior/Disabled Grass Cutting Program*
4. *Consideration of a Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Ground Corp. for the 2020 Senior/Disabled Grass Cutting Program*
5. *Consideration of a Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the 2020 Senior/Disabled Grass Cutting Program*
6. *Consideration of a Resolution Authorizing the Execution of a Contract with Tomas Herrera Landscaping for the 2020 Senior/Disabled Grass Cutting Program*

F. Recreation

1. *Consideration of a Resolution Authorizing the Approval of an Estoppel Certificate for Roosevelt University and the Assignment and Assumption of Lease Between Robert Morris University Illinois (Assignor) and Roosevelt University (Assignee)*

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:Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**March 17, 2020**DESCRIPTION:**February 21, 2020 Committee of the Whole Meeting Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

DRAFT_200218_COW

Upload Date

3/11/2020

Type

Cover Memo

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

**MINUTES OF THE COMMITTEE OF THE WHOLE
February 18, 2020**

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

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

Carmona, Franz, Frey, Lomax, Panicola

Absent: Perez

A quorum was present.

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

Public Comment: There was no Public Comment.

Approval of Minutes: The January 21, 2020 Committee of the Whole Meeting minutes were presented.

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

All were in favor. Motion carried.

Amending 4-3: Village Manager, Evan Summer, presented an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Chapter Three of Title Four of the Bensenville Village Code to Prohibit the Use of Tobacco Products, Alternative Nicotine Products and Electronic Cigarettes in the Village's Parks.

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.

**Amending Code
Cannabis
Possession:**

Village Manager, Evan Summers, presented an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending the Bensenville Village Code Regarding Possession of Cannabis and Drug Paraphernalia.

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 Frey seconded the motion.

All were in favor. Motion Carried.

Motion: Trustee Lomax made a motion to remove the January 21, 2020 tabled item regarding 754-758 Industrial Drive from the table for discussion. Trustee Panicola seconded the motion.

All were in favor. Motion carried.

**754-758 Industrial
Drive:**

Village Manager, Evan Summers, presented an Ordinance Approving a Special Use Permit to Allow Motor Vehicle Repair at 754-758 Industrial Drive.

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 Franz seconded the motion.

All were in favor. Motion Carried.

4N251 Hawthorne

Ave.: Village Manager, Evan Summers, presented an Ordinance Approving the Annexation Agreement for 4N251 Hawthorne Avenue (Parcel number: 03-23-307-002).

There were no questions from the Committee.

Motion: Trustee Panicola made a motion to table this item.
Trustee Franz seconded the motion.

All were in favor. Motion Carried.

4N251 Hawthorne

Ave.: Village Manager, Evan Summers, presented an Ordinance Annexing 4N251 Hawthorne Ave. into the Village of Bensenville.

There were no questions from the Committee.

Motion: Trustee Franz made a motion to table this item.
Trustee Panicola seconded the motion.

All were in favor. Motion Carried.

**2020 Zoning
Map:**

Village Manager, Evan Summers, presented a Resolution Approving the Adoption of the 2020 Village of Bensenville Zoning Map.

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 Frey seconded the motion.

All were in favor. Motion Carried.

LAR Lawn & Grounds

Agreement: Village Manager, Evan Summers, presented a Resolution for a Contract Extension with LAR Lawn & Ground for the Tall Grass Program.

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.

**MAP Agreement
Amendment:**

Village Manager, Evan Summers, presented a Resolution Authorizing a Side Letter of Agreement to the Contract with the Metropolitan Appliance Union (Patrol) Effective from January 1, 2019 through December 31, 2022.

Village Manager, Evan Summers, requested to table this item until a later date.

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.

No action was taken on the above motion.

Motion: Trustee Franz made a motion to table this item until a future date. Trustee Lomax seconded the motion.

All were in favor. Motion Carried.

**Schroeder
Asphalt:**

Village Manager, Evan Summers, presented a Resolution Awarding a Construction Contract to Schroeder Asphalt Services, Inc of Huntley, IL for the 2019 Street Improvements Project-CDBG in the amount of \$1,065,598.20.

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.

Hancock

Engineering:

Village Manager, Evan Summers, presented a Resolution Awarding a Construction Engineering Services Agreement for the 2019 Street Improvements Project-CDBG to Hancock Engineering Company in the Not-to-Exceed Amount of \$91,103.00.

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 Lomax seconded the motion.

All were in favor. Motion Carried.

LAA IDOT:

Village Manager, Evan Summers, presented a Resolution Authorizing a Local Agency Agreement (LAA) with IDOT for Grant Funding Associated with the IL83 CMAQ-TCM Shared Use Path Project.

There were no questions from the Committee.

Motion:

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

All were in favor. Motion Carried.

BLA, Inc.:

Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of an Engineering Services Agreement with BLA, Inc for the IL83 CMAQ-TCM Shared Use Path Project in the Not-to-Exceed Amount of \$126,545.48.

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.

IL83 CMAQ-TCM: Village Manager, Evan Summers, presented a Resolution Appropriating the Required Local Match Funds in the amount of \$705,443.00 Associated with the Federally Funded Project the IL83 CMAQ-TCM Shared Use Path Project.

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 Frey seconded the motion.

All were in favor. Motion Carried.

**Amending
R-16-2018:**

Village Manager, Evan Summers, presented a Resolution Amending Resolution R-16-2018 Appropriating the Required Local Match Funds in the Estimated Amount of \$730,682 Associated with the Federally Funded Railroad Ave Improvements Project.

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.

Larry Roesch: Village Manager, Evan Summers, presented a Resolution Waiving Competitive Bidding and Authorizing the Purchase Order to Larry Roesch Ford of Bensenville, IL for the Purchase of Five (5) Police Vehicles in the Not-to-Exceed Amount of \$182,352.

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.

MDS

Technologies: Village Manager, Evan Summers, presented a Resolution Authorizing a Contract with MDS Technologies, Inc. (MDST) for 2020 Pavement Evaluation Study in the Not-to-Exceed Amount of \$17,810.00.

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 Lomax seconded the motion.

All were in favor. Motion Carried.

**St. Aubin
Nursery:**

Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of a Contract with St. Aubin Nursery & Landscaping, Inc. for the 2020 Tree Purchase and Delivery in the Not-to-Exceed Amount of \$24,000.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

Pulse Design: Village Manager, Evan Summers, presented a Resolution Waiving Competitive Bidding and Authorizing a Purchase Order to Pulse Design of Midlothian, IL for the Purchase of Arboretum Signs in the Not-to-Exceed Amount of \$25,000.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

T-Mobile: Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of a Purchase Order with T-Mobile for the GPS Tracking Services in the Not-To-Exceed Amount of \$13,000.

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.

John Neri Construction: Village Manager, Evan Summers, presented a Resolution Authorizing a Purchase Order to John Neri Construction Co., Inc. for an Emergency Water Main Repairs on Marshall Road in the Not-to-Exceed Amount of \$17,507.

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.

Greeley & Hansen: Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of a Purchase Order With Greeley and Hansen to Prepare a Technical Report and Probable Constructions Costs to Repair the East Rink Floor Defect.

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.

Informational Items: There was no informational items.

Unfinished

Business: There was no unfinished business.

Executive

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

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

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 7:12 p.m.

Corey Williamsen
Deputy Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, March 2020

TYPE:Ordinance**SUBMITTED BY:**K. Fawell**DEPARTMENT:**CED**DATE:**03.17.20**DESCRIPTION:**

Consideration of an Ordinance Denying a Variation to Allow Recreational Vehicle Parking in the Front Yard at 249 S. Church Road

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole.

DATE:

03.17.20

BACKGROUND:

1. The Petitioner is requesting a Variation to continue parking their camper on a concrete pad in the front yard.
2. The Petitioner received a correction notice for parking the above cited recreational vehicle as well as a trailer in the front yard on December 16, 2019.
 1. The Petitioner removed the trailer from the property on February 24, 2020.

KEY ISSUES:

1. Recreational vehicle parking is only allowed in the interior side yard and/or rear yard per Village Zoning Ordinance.

ALTERNATIVES:

1. Discretion of the Committee of the Whole.

RECOMMENDATION:

1. Staff recommended that the Variation be approved.
2. At the Community Development Commission Public Hearing on March 3, 2020, a Motion to recommend approval of the request failed (1 - 4), therefore the request comes to the Committee with a CDC recommendation to deny the variation.
3. A 2/3 favorable vote of the Village Trustees is required to approve the application if the CDC recommends denial.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of an Ordinance Denying a Variation to allow recreational vehicle parking in the front yard at 249 S. Church Road.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Aerial & Zoning Maps	3/9/2020	Backup Material
Application	3/9/2020	Backup Material
Approval Criteria	3/9/2020	Backup Material

Staff Report	3/9/2020	Executive Summary
Plat of Survey	3/9/2020	Backup Material
Plans	3/9/2020	Backup Material
Draft CDC Minutes	3/10/2020	Backup Material
Draft Ordinance	3/10/2020	Ordinance



Village of Bensenville

249 S Church Rd

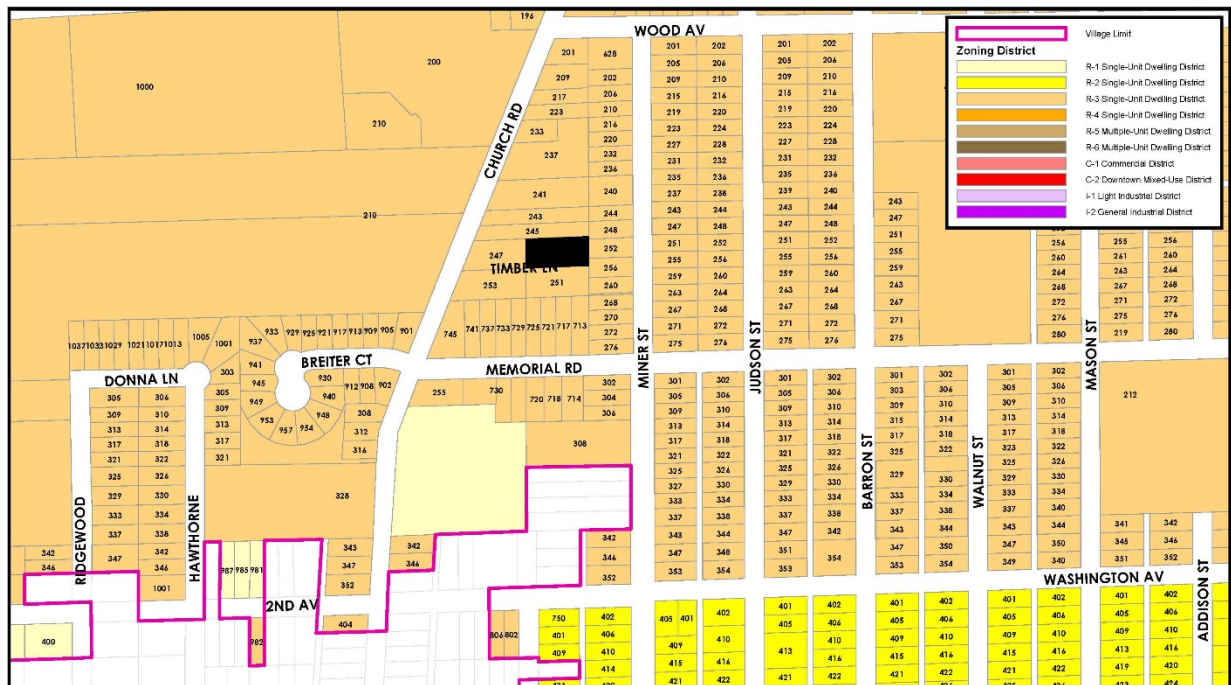


Date: 1/20/2020



Village of Bensenville

Zoning Map



Date: 1/20/2020

For Office Use Only		
Date of Submission: <u>1/17/20</u>	MUNIS Account #: <u>9788</u>	CDC Case #: <u>2020-02</u>

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 249 S CHURCH RD. BENSENVILLE IL 60106

Property Index Number(s) (PIN): 03-14-318-012-0000

A. PROPERTY OWNER:

Name RYAN LEE Corporation (if applicable) _____

Street 249 S CHURCH RD

City BENSENVILLE State IL Zip Code 60106

Contact Person RYAN LEE Telephone Number & Email Address 630-272-7651 JAVELINHONDA@SBC GLOBAL.NET

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

B. APPLICANT: ☒ Check box if same as owner

Name _____ Corporation (if applicable) _____

Street _____

City _____ State _____ Zip Code _____

Contact Person _____ Telephone Number & Email Address _____

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

*See staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS:

- ☐ Affidavit of Ownership** (signed/notarized)
- ☐ Application**
- ☐ Approval Criteria**
- ☐ Plat of Survey/Legal Description
- ☐ Site Plan
- ☐ Building Plans & Elevations
- ☐ Engineering Plans
- ☐ Landscape Plan
- ☐ Application Fees
- ☐ Fees agreement**

**Item located within this application packet.

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

I WOULD LIKE TO KEEP MY CAMPER ON THE WEST CORNER OF
MY FRONT LOADING DRIVEWAY. BECAUSE OF THE VERY DIFFERENT LAYOUT
OF THE PROPERTY ON THIS PRIVATE DRIVE, THIS IS THE BEST LOCATION FOR STORAGE,
ACCESSIBILITY, AND KEEPING IT OUT OF VIEW.

D. PROJECT DATA:

1. General description of the site: single-family home
2. Acreage of the site: .50 Building Size (if applicable): 1400 SQ FT
3. Is this property within the Village limits? (Check applicable below)
☒ Yes
☐ No, requesting annexation
☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.
4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	<u>R-3</u>	<u>Residential</u>	<u>Bensenville</u>
North:	<u>↓</u>	<u>↓</u>	<u>↓</u>
South:	<u>↓</u>	<u>↓</u>	<u>↓</u>
East:	<u>↓</u>	<u>↓</u>	<u>↓</u>
West:	<u>↓</u>	<u>↓</u>	<u>↓</u>

E. APPROVAL CRITERIA:

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

Approval Criteria for Variances

Questions and Answer's

Ryan Lee

1 - Special Circumstances

Due to the unique circumstances of my property layout with the front yard, side yard, and placement of house and driveway off of a private drive, it is my opinion that the best spot for the camper is where it currently is parked, on the west side of my front load driveway, which is on the private drive. This location has a tree shading the area, and tall bushes that I will extend in the spring of 2020. It is very concealed from view in this described area.

2 - Hardship or Practical Difficulties

Any other area will not work for placement of the camper due to the visibility of where it would be in relation to the main road called church (at the end of my private drive). The shag bark hickory would have to be removed, and a brick flower box would have to be demolished and removed. (Please see enclosed picture in packet)

3 - Circumstances that Relate to Property

All of my request is due to the circumstances of my property. The visibility, being closer to Neighbors, removal of trees, and brick flower box are all circumstances that would be of negative effect if the camper had to be moved from its current screened position.

4 - Not Resulting from Applicant Action

This is not resulting from applicant action. I am not trying to hide this situation from the Village. This camper has been parked here for 5 years, and I am now trying to work with the Village since this has been brought to their attention.

5 - Preserves Rights Conferred by District

This variance would preserve the rights conferred by the district. It is the best, most suitable spot to store the camper on this very different property lay-out situation.

6 - Necessary for Use of Property

This is necessary for the property. My family enjoys camping several times a year, and the camper needs to be on site to prepare for camping trips. The current parking situation that it is on, (what I'm asking for a variance for) is the best spot to prepare, load, hitch and

maneuver the camper on and off my property. I don't have to drive through front, or side yard grass to achieve this.

7 - Not Alter Local Character

This variance would not alter the local character in any way.

8 - Consistent with Ordinance and Plan

This variance would be completely consistent with ordinance and plan of the Village

9 - Minimum Variance Needed

My request is the minimum variance needed. The camper would remain out of view, and also would not require extensive construction and tree removal to place it, essentially, in the view of Church road and Neighbors.

STAFF REPORT

HEARING DATE: March 3, 2020
CASE #: 2020 – 02
PROPERTY: 249 S. Church Road
PROPERTY OWNER: Ryan Lee
APPLICANT: Same
SITE SIZE: 21,345 SF
BUILDING SIZE: 1,400 SF
PIN NUMBER: 03-14-318-022
ZONING: R-3 Single-Unit Dwelling District
REQUEST: Variation, Recreational Vehicle Parking Location
Municipal Code Section 10 – 8 – 10 – F

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday, February 13, 2020. 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 14, 2020.
3. On Friday, February 14, 2020, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner is requesting a Variation to continue parking their camper in the front yard on a concrete pad. Recreational vehicle parking is only allowed in the interior side yard and/or rear yard per Village Zoning Ordinance.

SURROUNDING LAND USES:

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

DEPARTMENT COMMENTS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

Finance:

- 1) Account up to date.

Police:

- 1) No objection.

Engineering and Public Works:

Public Works:

- 1) No comments.

Engineering:

- 1) No comments.

Community & Economic Development:

Fire Safety:

- 1) No comments.

Building:

- 1) Using the submitted drawing, appears the camper can be parked in the interior side yard on an approved surface in accordance with the current Village Code.

Planning:

- 1) The 2015 Comprehensive Plan indicates “Single-Family Residential” for this property.
- 2) The current zoning is R-3 Single-Unit Dwelling District.
- 3) On December 16, 2019, the Applicant received a correction notice for parking a recreational vehicle in the front yard and has since been working with Village Staff to correct this issue.
- 4) Per § 10-8-10-F, recreational vehicle parking is allowed only in the interior side yard and/or rear yard.
- 5) Allowing a recreational vehicle to be parked in the front yard of a property is not a typical Variation request.
- 6) In the event that the request is granted, Staff recommends that significant landscape screening be required as a condition of approval.

APPROVAL CRITERIA FOR VARIATIONS:

- 1) **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the Variations 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: Due to the unique circumstances of my property layout with the front yard, side yard, and placement of house and driveway off of a private drive, it is my opinion that the best spot for the camper is where it currently is parked, on the west side of my front load driveway, which is on the private drive. This location has a tree shading the area, and tall bushes that I will extend in the spring of 2020. It is very concealed from view in this described area.

- 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: Any other area will not work for placement of the camper due to the visibility of where it would be in relation to the main road called church (at the end of my private drive). The shag bark hickory would have to be removed, and a brick flower box would have to be demolished and removed. (Please see enclosed picture in packet).

- 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: All of my request is due to the circumstances of my property. The visibility, being closer to Neighbors, removal of trees, and brick flower box are all circumstances that would be of negative effect if the camper had to be moved from its current screened position.

- 4) **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the Variation 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 Variation, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

Applicant's Response: This is not resulting from applicant action. I am not trying to hide this situation from the Village. This camper has been parked here for 5

years, and I am now trying to work with the Village since this has been brought to their attention.

- 5) **Preserve Rights Conferred by District:** A Variation 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: This variance would preserve the rights conferred by the district. It is the best, most suitable spot to store the camper on this very different property lay-out situation.

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

Applicant's Response: This is necessary for the property. My family enjoys camping several times a year, and the camper needs to be on site to prepare for camping trips. The current parking situation that it is on, (what I'm asking for a variance for) is the best spot to prepare, load, hitch and maneuver the camper on and off my property. I don't have to drive through front, or side yard grass to achieve this.

- 7) **Not Alter Local Character:** The granting of the Variation 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: This variance would not alter the local character in any way.

- 8) **Consistent with Title and Plan:** The granting of a Variation 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: This variance would be completely consistent with ordinance and plan of the Village.

- 9) **Minimum Variation Needed:** The Variation 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: My request is the minimum variance needed. The camper would remain out of view, and also would not require extensive construction and tree removal to place it, essentially, in the view of Church road and Neighbors.

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

RECOMMENDATIONS:

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Variation to allow a recreational vehicle to be parked in the front yard with the following condition:

- 1) The recreational vehicle shall be screened by landscape elements on three sides. A landscape plan shall be submitted and approved by Village Staff.

Respectfully Submitted,

Department of Community & Economic Development

PLAT OF SURVEY

THE WEST 213 FEET OF THE EAST 396 FEET OF THE NORTH 100 FEET OF THE SOUTH 433 FEET, BOTH AS MEASURED ON THE EAST LINES THEREOF, OF THAT PART LYING EAST OF THE CENTER OF CHURCH ROAD OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Commonly Known as: 249 S CHURCH ROAD
BENSENVILLE, ILLINOIS.

STATE OF ILLINOIS)
COUNTY OF DU PAGE) S.S.)

I GREGORY L. POWELL, DO HEREBY CERTIFY THAT THE PLAT SHOWN
HEREON IS A CORRECT REPRESENTATION OF A SURVEY OF THE LAND
PURSUANT TO THE "MINIMUM STANDARDS OF PRACTICE," 68
IL.ADMIN.CODE, SECTION 1270.56(b)(6)(F) PERFORMED AT AND
UNDER MY DIRECTION. THIS PROFESSIONAL SERVICE CONFORMS TO
THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY
SURVEY.

ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

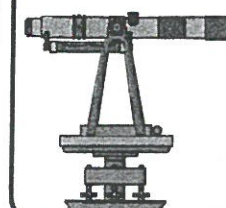
GIVEN UNDER MY HAND AND SEAL THIS 19TH DAY OF SEPTEMBER, A.D. 2012. MY LICENSE EXPIRES ON 03/30/2012

GREGORY POWELL
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3187

ORDER NO.	12-151
Drawn by	glp
Checked	GLP
Approved	GLP
Scale	1" = 30'

Prepared for:

Hunt, Kaiser,
Aranda & Subach
1035 South York Road
Bensenville, Illinois. 60106

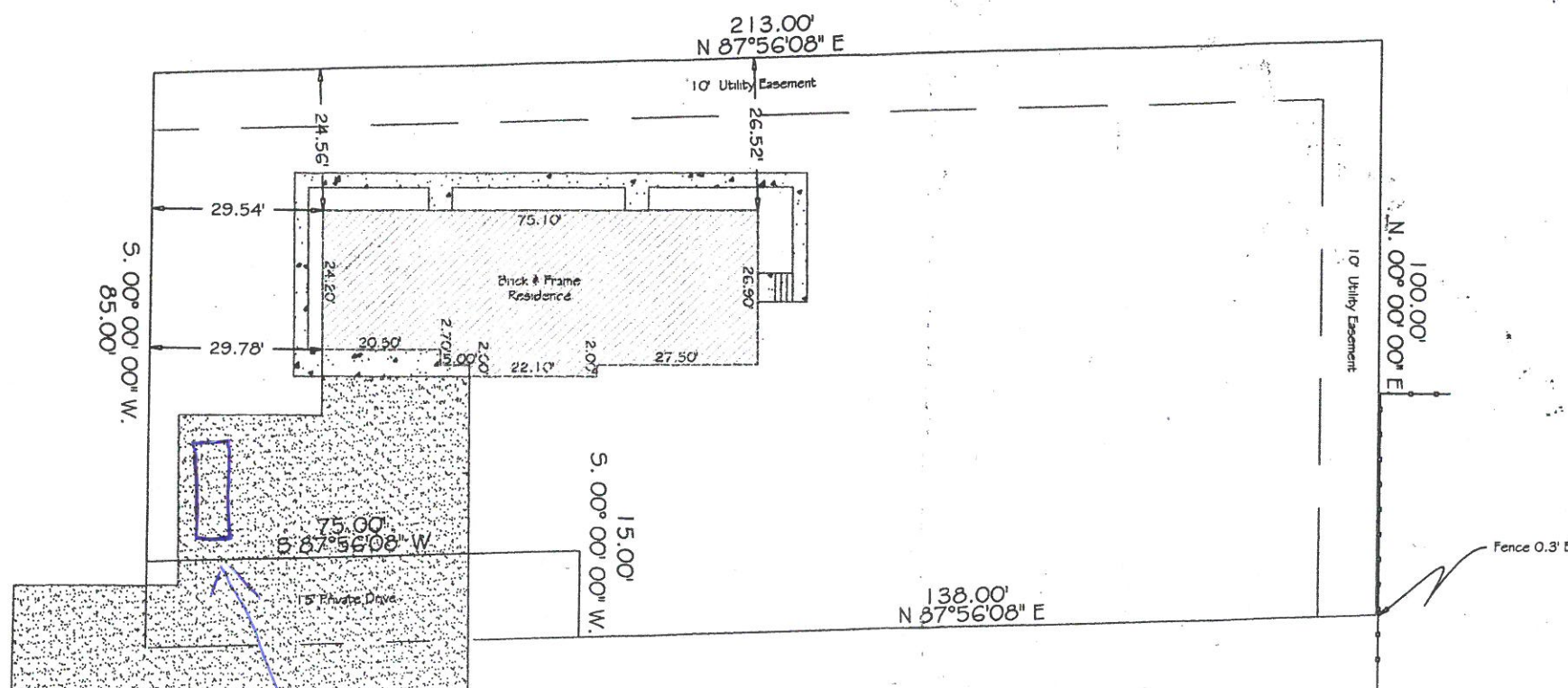


G. Powell
Professional Land
Surveyors

5892 Chatsworth Court
Hanover Park, Illinois 60133
Phone (630) 540-2557
Fax (630) 540-2558

SURVEYOR'S NOTE:

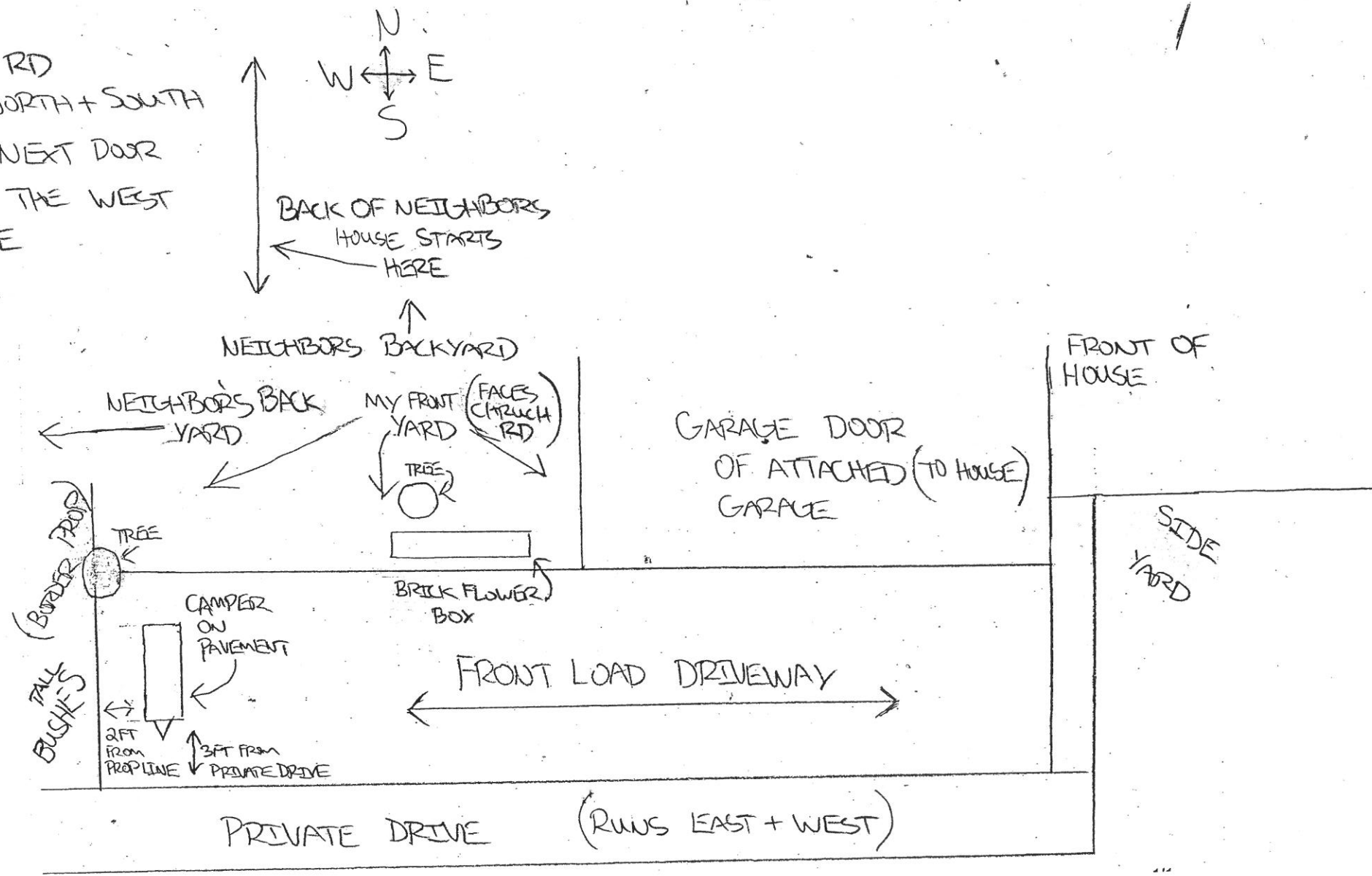
IRON PIPE'S AT ALL PROPERTY CORNERS UNLESS NOTED OTHERWISE



CAMPER)
25FT 7IN LONG
7FT 5IN WIDE

Church Road

NOTE -
CHURCH RD
RUNS NORTH + SOUTH
AFTER NEXT DOOR
LOT TO THE WEST
OF ME



Public Hearing: CDC Case Number 2020-02
Petitioner: Ryan Lee
Location: 249 South Church Road
Request: Variation, Recreational Vehicle Parking Location
Municipal Code Section 10 – 8 – 10 – F

Motion: Commissioner Ciula made a motion to open CDC Case No. 2020-02.
Commissioner King seconded the motion.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Ciula, Czarnecki, King, Wasowicz
Absent: Marcotte, Rodriguez
A quorum was present.

Chairman Rowe opened CDC Case No. 2020-02 at 6:58 p.m.

Village Planner, Kelsey Fawell was present and previously sworn in by Chairman Rowe. Ms. Fawell stated a Legal Notice was published in the Bensenville Independent on February 13, 2020. Ms. Fawell stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Ms. Fawell stated Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on February 14, 2020. Ms. Fawell stated on February 14, 2020 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. Ms. Fawell stated an affidavit of mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours. Ms. Fawell stated the Petitioner is requesting a Variation to continue parking their camper in the front yard on a concrete pad. Ms. Fawell stated recreational vehicle parking is only allowed in the interior side yard and/or rear yard per Village Zoning Ordinance.

Ryan Lee, property owner, was present and sworn in by Chairman Rowe. Mr. Lee stated that the tool box has been removed from the property and will not be coming back. Mr. Lee stated that the camper is currently being used by his brother-in-law. Mr. Lee stated that he has met with the Village Manager and Director of Community and Economic Development and both feel this is the process that needs to happen for him to store his camper on site. Mr. Lee stated he has the support of his neighbors to leave the camper as is.

Chairman Rowe asked how long the camper has been at the property. Mr. Lee responded four years or so.

Public Comment

Richard Johnson – 243 South Church Road

Mr. Johnson was present and sworn in by Chairman Rowe. Mr. Johnson spoke in objection to the proposed variance request. Mr. Johnson stated he has a camper that he stores offsite. Mr. Johnson stated the United Methodist Church on Church Road offers storage of campers for a reasonable cost. Mr. Johnson stated he was under the impression the current camper was sold and a new one was being purchased. Mr. Johnson stated a precedence would be set in Bensenville if this variance were approved.

Marion Bell - 251 South Church Road

Ms. Bell was present and sworn in by Chairman Rowe. Ms. Bell stated she currently has a boat parked in her driveway and has accommodations for it to be removed in the Spring. Ms. Bell wanted it to be known that she has never been issued a citation for the boat parked in her driveway. Ms. Bell stated she lives right across the street from the petitioner and has no issues with the variance request.

Commissioner Wasowicz asked that Ms. Bell understand that a Church parking lot is different from a driveway. Ms. Bell stated she understood that and that the Church parking lot is more visible than the proposed storage in the driveway.

Pattie Johnson – 243 South Church Road

Mrs. Johnson was present and previously sworn in by Chairman Rowe. Mrs. Johnson stated she does not have issues with the current situation at 249 S. Church Road; she is concerned with setting a precedence in Bensenville regarding the parking of campers in driveways.

Barbra Bartik - 245 South Church Road

Ms. Bartik was present and sworn in by Chairman Rowe. Ms. Bartik stated she was the property to the north of the petitioner. Ms. Bartik stated if the variance was allowed as is, she was fine with it. Ms. Bartik stated if the petitioner had to cut down trees and move the camper, it would face her porch and she would be in objection to that.

Susan Jordan – 251 South Church Road

Ms. Jordan was present and sworn in by Chairman Rowe. Ms. Jordan stated if the variance request stays as presented, she has no issues with it. Ms. Jordan stated if additional concrete was required to be installed, she would have concerns because of flooding.

Elizabeth Bell – 251 South Church Road

Ms. Bell was present and sworn in by Chairman Rowe. Ms. Bell stated she has no objections to the proposed variance. Ms. Bell complained the Village does not maintain their street and doesn't understand why. Ms. Bell stated the Village should be maintaining their street if they are enforcing their properties. Ms. Bell complained houses in the area are missing siding on their homes and blocking the sidewalks with their vehicles and no enforcement is being done to them.

Commissioner King raised concern with the precedence the Commission would be setting by allowing this type of request.

Ms. Fawell stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Variation to allow a recreational vehicle to be parked in the front yard with the following condition:

- 1) The recreational vehicle shall be screened by landscape elements on three sides. A landscape plan shall be submitted and approved by Village Staff.

There were no questions from the Commission.

Motion: Commissioner King made a motion to close the Public Hearing for CDC Case No. 2020-02. Commissioner Ciula seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Czarnecki, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 7:38 p.m.

Motion: Commissioner Ciula made a combined motion to approve the findings of fact and the proposed variance with Staff's recommendations as presented. Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe

Nays: Ciula, Czarnecki, King, Wasowicz

Motion failed.

ORDINANCE # _____

**AN ORDINANCE DENYING A VARIATION REQUEST
TO ALLOW RECREATIONAL VEHICLE PARKING IN THE FRONT YARD
AT 249 S. CHURCH ROAD, BENSENVILLE, ILLINOIS**

WHEREAS, Ryan Lee (“Owner”) and (“Applicant”) filed an application for Variation, Recreational Vehicles Parking Location, Municipal Code Section 10 – 8 – 10 – F of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 249 S .Church Road, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the Variation sought by the Applicant was published in the Bensenville Independent on Thursday, February 13, 2020 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 3, 2020 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 reviewed the findings of fact submitted by Applicant, recommending approval of the Variation and, thereafter, voted (1-4) to recommend denial of the Variation, and forwarded its recommendations, including the Staff Report and findings relative to the Variation 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 17, 2020 the Village Board Committee of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that denial of the requested Variation as recommended by the Community Development Commission to not allow the Variation is consistent with the Zoning Ordinance.

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

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

SECTION TWO: That the Staff Report and Recommendation to approve the Variation sought, as allowed by the Zoning Ordinance, Section 10 – 8 – 10 – F, as denied by the Community Development Commission as shown in Exhibit “B” are hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Variation is not proper and necessary.

SECTION THREE: That the Variation for Recreational Vehicles Parking Location sought by the Owner/Applicant on the Subject Property is hereby denied.

SECTION FOUR: That all requirements of the Zoning Ordinance shall be applicable except as allowed by the Variation denied herein.

SECTION FIVE: 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 SIX: 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 24th day of March 2020.

Frank DeSimone, Village President

ATTEST:

_____,
Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # ____ - 2020
Exhibit "A"

The Legal Description is as follows:

THE WEST 213 FEET OF THE EAST 396 FEET OF THE NORTH 100 FEET OF THE SOUTH 433 FEET, BOTH AS MEASURED ON THE EAST LINES THEREOF, OF THAT PART LYING EAST OF THE CENTER OF CHURCH ROAD OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 40 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS 249 S. CHURCH ROAD, BENSENVILLE, IL 60106.

Ordinance # ____ - 2020
Exhibit “B”
Findings of Fact

- 1) **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the Variations 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: Due to the unique circumstances of my property layout with the front yard, side yard, and placement of house and driveway off of a private drive, it is my opinion that the best spot for the camper is where it currently is parked, on the west side of my front load driveway, which is on the private drive. This location has a tree shading the area, and tall bushes that I will extend in the spring of 2020. It is very concealed from view in this described area.

- 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: Any other area will not work for placement of the camper due to the visibility of where it would be in relation to the main road called church (at the end of my private drive). The shag bark hickory would have to be removed, and a brick flower box would have to be demolished and removed. (Please see enclosed picture in packet).

- 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: All of my request is due to the circumstances of my property. The visibility, being closer to Neighbors, removal of trees, and brick flower box are all circumstances that would be of negative effect if the camper had to be moved from its current screened position.

- 4) **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the Variation 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 Variation, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

Applicant's Response: This is not resulting from applicant action. I am not trying to hide this situation from the Village. This camper has been parked here for 5 years, and I am now trying to work with the Village since this has been brought to their attention.

- 5) **Preserve Rights Conferred by District:** A Variation 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: This variance would preserve the rights conferred by the district. It is the best, most suitable spot to store the camper on this very different property lay-out situation.

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

Applicant's Response: This is necessary for the property. My family enjoys camping several times a year, and the camper needs to be on site to prepare for camping trips. The current parking situation that it is on, (what I'm asking for a variance for) is the best spot to prepare, load, hitch and maneuver the camper on and off my property. I don't have to drive through front, or side yard grass to achieve this.

- 7) **Not Alter Local Character:** The granting of the Variation 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: This variance would not alter the local character in any way.

- 8) **Consistent with Title and Plan:** The granting of a Variation 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: This variance would be completely consistent with ordinance and plan of the Village.

- 9) **Minimum Variation Needed:** The Variation 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: My request is the minimum variance needed. The camper would remain out of view, and also would not require extensive construction and tree removal to place it, essentially, in the view of Church road and Neighbors

Ms. Fawell stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Variation to allow a recreational vehicle to be parked in the front yard with the following condition:

- 1) The recreational vehicle shall be screened by landscape elements on three sides. A landscape plan shall be submitted and approved by Village Staff.

There were no questions from the Commission.

Motion: Commissioner King made a motion to close the Public Hearing for CDC Case No. 2020-02. Commissioner Ciula seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Czarnecki, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 7:38 p.m.

Motion: Commissioner Ciula made a combined motion to approve the findings of fact and the proposed variance with Staff's recommendations as presented. Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe

Nays: Ciula, Czarnecki, King, Wasowicz

Motion failed.

Ronald Rowe, Chairman
Community Development Commission

TYPE:Resolution**SUBMITTED BY:**R. Herff**DEPARTMENT:**Community & Economic
Development**DATE:**03.17.2020**DESCRIPTION:**

Consideration of a Resolution to Authorize the Village Manager to Enter into an Agreement with Net Assets Corporation for Rental Registrar Services Beginning with the 2021 Registration Year

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

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>

*Financially Sound Village**Quality Customer Oriented Services**Safe and Beautiful Village*

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

*Enrich the lives of Residents**Major Business/Corporate Center**Vibrant Major Corridors***COMMITTEE ACTION:**

Committee of the Whole

DATE:**BACKGROUND:**

1. The Village registers and inspects rental residential dwelling units on a yearly basis.
2. Staff has investigated options to improve efficiency and customer service.
3. We identified Net Assets Corporation's "Rental Registrar " service as an appropriate technology to assist the Village.
4. This is a rolling agreement that will continue year after year. However, agreement contains a provision that allows the Village to cancel with a sixty (60) day written notice.

KEY ISSUES:

1. This is a totally web - based service.
2. Incomplete registration forms are a constant problem for us and under this program incomplete forms cannot be submitted.
3. The system can use the Village's existing online payment portal.
4. We envision having a laptop available at the CED office for those few landlords without internet access.
5. We request the agreement be approved subject to final Village Attorney review.

ALTERNATIVES:

1. Discretion of the Committee.

RECOMMENDATION:

Staff respectfully recommends approval of the Resolution to Authorize the Village Manager to Enter into an Agreement with Net Assets Corporation for Rental Registrar Services Beginning with the 2021 Registration Year.

BUDGET IMPACT:

1. The fee for the Rental Registrar is \$10 per property plus \$1 per dwelling unit.
2. Using 2019 figures the fee would have been approximately \$7,500.
3. Staff proposes amending the Rental Registration Fee to build this cost into the registration fee.

ACTION REQUIRED:

Approval of the Resolution to Authorize the Village Manager to Enter into an Agreement with Net Assets Corporation for Rental Registrar Services Beginning with the 2021 Registration Year.

ATTACHMENTS:

Description

Agreement- DRAFT
Resolution

Upload Date

2/6/2020
3/12/2020

Type

Backup Material
Resolution Letter



Rental Registrar™ Service Agreement

EFFECTIVE DATE: 1/14/2020

PARTIES:

NETASSETS CORPORATION ("NETASSETS")

109 River Ave, Eugene, Oregon 97404

Village of Bensenville ("ORGANIZATION")

12 S Center Street

Bensenville, IL 60106

AGREEMENT

This Agreement is made as of the date stated above, (the "Effective Date") and sets forth the terms and conditions under which the Web App known as Rental Registrar™ will be used by ORGANIZATION, and made available for use by NETASSETS.

1. Definitions

- 1.1. "Rental Registrar", as created by NETASSETS, including web pages, graphics, data formats, and server components, shall mean the Web App used for residential rental property registration.
- 1.2. "Intellectual Property Rights" shall mean any and all now known or hereafter known tangible and intangible, and in any media, means and forms of exploitation throughout the universe exploiting current or future technology yet to be developed, (a) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).
- 1.3. "Web App" shall mean the online web application service known as Rental Registrar.
- 1.4. "End-user(s)" shall mean any individual, company, or entity outside of ORGANIZATION that uses the Web App Rental Registrar.
- 1.5. "Registration(s)" shall mean any information entered into Rental Registrar by an End-user and submitted to ORGANIZATION.
- 1.6. "Dwelling Unit" shall mean an individual residential unit, whether in a single unit or multiple unit property, whether occupied or unoccupied.

2. Payment

- 2.1. Registration Fees. ORGANIZATION agrees to pay NETASSETS a fee of \$10 for each Registration or Registration renewal and \$1 per Dwelling Unit submitted by an End-user.
- 2.2. Payment Transaction fees. ORGANIZATION agrees to pay NETASSETS a 1% fee of the total transaction amount for each EFT (electronic funds transaction) handled by the payment gateway supplied by NETASSETS. There are no payment transaction fees when the payment gateway is provided by ORGANIZATION. NETASSETS reserves the right to allow ORGANIZATIONS to provide only NETASSETS approved payment gateways.
- 2.3. Payment Method. NETASSETS will invoice ORGANIZATION monthly at its address as ORGANIZATION has designated through the information entered into Rental Registrar. Payment will be due within fifteen (15) days of the invoice date. Payments shall be made to NETASSETS' address or by electronic funds transfer as mutually agreed upon.

3. Use of Rental Registrar

- 3.1. Prohibited Actions. ORGANIZATION shall not adopt, translate, copy or modify Rental Registrar, or disassemble, decompile, reverse engineer, reverse compile, cross compile or otherwise attempt to derive source code from Rental Registrar.
- 3.2. Ownership Rights. Ownership of all Intellectual Property Rights in Rental Registrar will at all times remain the property of NETASSETS. ORGANIZATION agrees not to remove or obliterate any copyright, trademark or proprietary rights notices of NETASSETS or NETASSETS's suppliers from Rental Registrar.
- 3.3. Data rights. All Registration data that is associated with the ORGANIZATION in Rental Registrar are dually owned by NETASSETS and the ORGANIZATION. Registration data will be accessible in the Web App as long as the agreement is in effect and for a period of no less than thirty (30) days upon termination of this agreement to ORGANIZATION. Registration data will also be provided by means of a data export to the ORGANIZATION for that same period.

4. Term of Agreement/Termination

- 4.1. Term. This agreement is effective from the Effective Date, until the date of termination under this Section 4.
- 4.2. Termination by ORGANIZATION. ORGANIZATION may terminate this Agreement:
 - 4.2.1. At any time, with or without cause, effective upon sixty (60) days prior written notice to NETASSETS, or

4.2.2. Thirty (30) days after delivery of written notice to NETASSETS by ORGANIZATION that NETASSETS has breached any provision of this Agreement, if NETASSETS has not cured such breach within the thirty (30) day period.

4.3. Termination by NETASSETS. NETASSETS may terminate this Agreement:

4.3.1. At any time, with or without cause, effective upon sixty (60) days prior written notice to ORGANIZATION; or

4.3.2. Immediately upon written notice to ORGANIZATION in the event of any breach of Sections 2, 3.1 or 3.2; or

4.3.3. Thirty (30) days after delivery of written notice to ORGANIZATION that ORGANIZATION has breached any provision of this Agreement other than Sections 2, 3.1 or 3.2, and has not cured such breach within the thirty (30) day period.

4.4. Actions Upon Termination.

4.4.1. ORGANIZATION 'S Actions. Upon termination ORGANIZATION shall immediately discontinue use of Rental Registrar.

4.4.2. NETASSETS' Actions. Upon termination NETASSETS shall cease to make Rental Registrar available. NETASSETS shall allow ORGANIZATION access to all Registrations for a period of no less than Thirty (30) days after termination. After termination NETASSETS may archive data solely for NETASSETS' business purposes.

5. Limitation of Liability and Indemnification

5.1. Exclusion of Consequential Damages. IN NO EVENT SHALL NETASSETS BE LIABLE FOR ANY LOSSES OF OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THE TERMS OF THIS AGREEMENT, OR RESULTING FROM THE FURNISHING, PERFORMANCE, OR USE OR LOSS OF ANY SOFTWARE OR OTHER MATERIALS DELIVERED TO ORGANIZATION HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, WHETHER RESULTING FROM BREACH OF CONTRACT OR BREACH OF WARRANTY OR OTHERWISE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.2. Maximum Monetary Liability for Breach of Agreement. Notwithstanding anything herein to the contrary, the maximum aggregate amount of money damages for which NETASSETS may be liable to ORGANIZATION under this Agreement, resulting from any cause whatsoever, shall be limited to the amounts actually paid by ORGANIZATION to NETASSETS under this Agreement during the ninety (90) days immediately preceding the date NETASSETS is notified in writing of a claim by ORGANIZATION for breach of agreement.

- 5.3. Third Party Providers. ORGANIZATION acknowledges that in connection with Rental Registrar, information will be transmitted over local exchange, interexchange and internet backbone carrier lines and through routers, switches and other devices owned, maintained and serviced by third party local exchange and long distance carriers, utilities, internet service providers and others, all of which are beyond the control of NETASSETS. Accordingly, NETASSETS assumes no liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with use of Rental Registrar.
- 5.4. Indemnification with Respect to End-users. NETASSETS has no contractual relationship or other legal duty to End-user(s) and it assumes no liability with respect to the use of Rental Registrar by End-user(s). Accordingly, NETASSETS and ORGANIZATION agrees to defend and hold each other harmless for any losses, costs, claims, or other liabilities arising out of the misuse of Rental Registrar by End-users.

6. Support and Maintenance

- 6.1. General Support. NETASSETS shall provide to ORGANIZATION the maintenance and support services as set forth in Appendix A: Service Level.
- 6.2. End-User Support. NETASSETS agrees to provide all initial support to End-Users of Rental Registrar. Any support issues relating to ORGANIZATION policy or issue that cannot be dealt with by NETASSETS will be forwarded to ORGANIZATION to provide support.

7. Miscellaneous Provisions

- 7.1. No Assignment. Neither this Agreement nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by ORGANIZATION, and any purported assignment or transfer shall be null and void.
- 7.2. Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected. It is expressly understood and agreed that each and every provision of this Agreement which provides for a limitation of liability is intended by the parties to be severable and independent of any other provision and to be enforced as such.
- 7.3. Entire Agreement/Modification. This Agreement and its attachments constitute the entire agreement between the parties concerning Rental Registrar and supersede all prior agreements, whether written or verbal, between the parties. No purchase order, other ordering document or any other document which purports to modify or supplement this Agreement or any attachment hereto shall add to or vary the terms and conditions of this Agreement, unless executed by both NETASSETS and ORGANIZATION and expressly identified therein as a modification to this

Agreement. No amendment shall be considered to have been made to this Agreement unless it is in writing and is executed by both parties.

- 7.4. Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from acts of God, or any causes beyond the reasonable control of such party, including without limitation interruption of power or communications facilities or failure of data storage hardware or software that is not caused solely by the party's acts or omission.
- 7.5. Governing Law, Venue, Jurisdiction. The parties agree that this Agreement shall be governed and construed by the laws of the State of Oregon. The parties hereby submit to the jurisdiction and venue of the Circuit Court of the State of Oregon for Lane County or, if appropriate, the federal courts of the District of Oregon.
- 7.6. Attorney Fees. In the event action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

Net Assets Corporation:

By: _____
David J. Gates, President

Date: _____

Village of Bensenville

By: _____

Date: _____

Printed Name: _____

Title: _____

Appendix A: Service Level

1. Rental Registrar will be available 99.9% of the time during ORGANIZATION's normal business hours. During any month, any individual outage in excess of 20 minutes or 4 outages exceeding 5 minutes each will constitute a violation.
2. 80% of Rental Registrar transactions will exhibit 10 seconds or less response time, defined as the interval from the time the server receives a transaction request to the time a response is generated and sent back. Missing the metric for business transactions measured over any business week will constitute a violation.
3. Net Assets will respond to service incidents that affect multiple users within 24 hours, resolve the problem within 48 hours, and update status every 12 hours. Missing any of these metrics on an incident will constitute a violation.
4. Net Assets will respond to service incidents that affect individual users within 24 hours, resolve the problem within 72 hours, and update status every 12 hours. Missing any of these metrics on an incident will constitute a violation.
5. Net Assets will respond to non-critical inquiries within 24 business hours. Missing this metric on an incident will constitute a violation.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A RENTAL REGISTRAR
SERVICE AGREEMENT BY AND BETWEEN NET ASSETS
CORPORATION AND THE VILLAGE OF BENSENVILLE**

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

WHEREAS, the Village requires the registration of residential rental properties and their owners; and

WHEREAS, the Village President and Board of Trustees of the Village of Bensenville have determined that it is in the best interests of the Village and its residents to enter into a service agreement with Net Assets Corporation to provide a web app for such residential rental property registrations.

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

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

SECTION TWO: The Rental Registrar Service Agreement by and between Net Assets Corporation and the Village of Bensenville (the “*Agreement*”), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved.

SECTION THREE: The Village Manager and the Deputy Village Clerk are hereby authorized and directed to execute and deliver the Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

SECTION FOUR: The officials, officers, and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Resolution and the Agreement.

SECTION FIVE: If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

SECTION SIX: All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION SEVEN: This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this ____ day of _____ 2020, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Exhibit A

Rental Registrar Service Agreement

TYPE:Ordinance**SUBMITTED BY:**Julie McManus**DEPARTMENT:**Finance**DATE:**March 17, 2020**DESCRIPTION:**

Consideration of an Ordinance Abating the Tax Heretofore Levied for the Year 2019 to Pay Debt Service on \$1,500,000 series 2001B General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

pasting

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

COMMITTEE ACTION:

Committee of the Whole

DATE:**BACKGROUND:**

The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds then these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an Ordinance(s) abating the respective levy. Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2001B General Obligation Bonds (Alternate Revenue Source) bond issue.

KEY ISSUES:

This Ordinance needs to be approved and filed with both Cook and DuPage County by March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

ALTERNATIVES:

1. Approve the Ordinance
2. Committee Discretion

RECOMMENDATION:

Approval of the Ordinance Abating the Tax Heretofore Levied for the Year 2019 to Pay Debt Service on \$1,500,000 series 2001B General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.

BUDGET IMPACT:

Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the Village. The total amount of debt service being abated is \$168,720.

ACTION REQUIRED:

Approval of the Ordinance Abating the Tax Heretofore Levied for the Year 2019 to Pay Debt Service on \$1,500,000 series 2001B General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.

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

2019 Series 2001B Abatement Ordinance

3/12/2020

Cover Memo

ORDINANCE # _____
AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR
2019 TO PAY DEBT SERVICE ON \$1,500,000 SERIES 2001B GENERAL
OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE
VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the April 15, 2001 (the "Ordinance"), did provide for the issue of \$1,500,000 General Obligation Bonds (Alternate Revenue Source) Series 2001B (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2019 to pay such debt service on the Bonds be abated.

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

SECTION ONE: APPLICATION OF PLEDGED REVENUES. The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

SECTION TWO: ABATEMENT OF TAX. The tax heretofore levied for the year 2019 in the Ordinance is hereby abated in its entirety.

SECTION THREE: FILING OF ORDINANCE. Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2019 in accordance with the provisions hereof.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this 17th day of March, 2020.

Frank DeSimone, Village President

ATTEST:

Nancy Quinn Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:Ordinance**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**March 17, 2020**DESCRIPTION:**

Consideration of an Ordinance Amending Title 3, Chapter 3, Section 5 of the Bensenville Village Code to Reduce the Number of Class E-1 Liquor Licenses Outstanding at Any One Time from Ten to Nine

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

COW

DATE:

March 17, 2020

BACKGROUND:

Section 3-3-5-E.3 of the Bensenville Village Code limits the number of Class E 1 liquor licenses issued and outstanding at one time. Class E 1 licenses authorize the retail sale of liquor for consumption on the premise when food is offered. Jade Dragon located at 1075 South York Road was a holder of an E 1 liquor license. The Village was informed in the last week of February 2020 that Jade Dragon would be closing on March 6, 2020.

KEY ISSUES:

Reducing the number of licenses to only those in use allows the Village more discretion to issue future licenses by requiring a Village Code amendment to make such a license available rather than having to issue an open license to the next applicant meeting the eligibility criteria.

ALTERNATIVES:

Discretion of the Committee

RECOMMENDATION:

Staff recommends approval of the Ordinance reducing the number of Class E 1 liquor licenses.

BUDGET IMPACT:

Forfeiture of the \$2,500 annual fee for Class E 1 liquor licenses.

ACTION REQUIRED:

Board approval of the Ordinance reducing the number of Class E 1 liquor licenses.

ATTACHMENTS:**Description**

DRAFT_Ordinance_E1_LL_Reduction

Upload Date

3/11/2020

Type

Cover Memo

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, SECTION 5 OF THE
BENSENVILLE VILLAGE CODE TO REDUCE THE NUMBER OF CLASS E-1 LIQUOR
LICENSES OUTSTANDING AT ANY ONE TIME FROM TEN (10) TO NINE (9)**

WHEREAS, the Village of Bensenville (“Village”) is a municipality duly organized and operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, and is authorized to provide for the licensing of the sales and service of alcoholic beverages within its boundaries pursuant to the Liquor Control Act of 1934, 235 ILCS 5/1-1 *et seq.*, and Title 3, Chapter 3 of the Village Code; and

WHEREAS, pursuant to its authority under the Illinois Municipal Code and the Liquor Control Act of 1934, the Village has established in Section 3-3-5 of the *Bensenville Village Code* classes of licenses governing the sales and service of alcoholic beverages; and

WHEREAS, Section 3-3-5. E. of the *Bensenville Village Code* presently provides that there shall be no more than ten (10) class E-1 licenses issued and outstanding at any one time; and

WHEREAS, presently, there are only nine (9) class E-1 licenses in valid status and use by licensees of the Village; and

WHEREAS, for reasons of public health and safety, the President and Board of Trustees have determined that it is in the best interests of the Village and the Citizens of the Village to reduce the number of class E-1 licenses issued and outstanding at any one time from ten (10) to nine (9); and

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

SECTION ONE: The foregoing recitals hereby incorporated by reference as if fully set forth.

SECTION TWO: Title 3, Chapter 3, Section 3-3-5 E. 3. is hereby amended as follows:

Outstanding E-1 Licenses: There shall be no more than nine
(9) class E-1 licenses issued and outstanding at any one time.

SECTION THREE: 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 FOUR: 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 24th day of March, 2020.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS _____

ABSENT: _____

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**March 17, 2020**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Construction Engineering Services Agreement for the 2020 Watermain Improvements Project with Hancock Engineering Company in the Not to Exceed Amount of \$108,856.00

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

Committee of the Whole

DATE:

March 17, 2020

BACKGROUND:

In recent years, as the Village moves towards adopting a complete street policy, the Village staff has focused on improving the infrastructure as a whole for any street project including but not limited to pavement, C&G, sidewalk, underground utilities, aesthetics, bicycle accommodations, etc. Based on the age of the watermain (1960s) and break history the Village staff has identified Hillside Drive as a candidate for watermain replacement project. The project limits are along Hillside Dr are from IL-83 to east end. The watermain in the proposed project area is original which was installed in 1960s and nearing its useful life cycle. Furthermore, the Pavement Condition Index evaluation study performed in 2017 indicate the average PCI of all different segments of Hillside Dr is forty (40). The PCI ratings falls in the rehabilitation category of Mill, patch and overlay but given the study is now over 2.5 years old, staff feels full-depth pavement replacement will be a better approach.

KEY ISSUES:

In 2017, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide design as well as construction engineering services for the upcoming years. Hancock Engineering Company (Hancock) is one of the short listed firms to provide construction-engineering services.

Hancock brings forth a very experienced project team that has successfully provided similar services to the Village on the 2018 and 2019 Watermain projects. The proposed assignment scope includes on-site inspections, review of project layout, construction documentation, material testing and preparation of record drawings. The material testing required for the project will be performed by Rubino Engineering as a sub-consultant, and includes all sub-grade, concrete and asphalt pavement assessments and observations. Hancock's original proposed work effort and fee totals \$112,046.00. After negotiations, the fees are reduced to \$108,856.00 resulting in the savings of \$3,190.00. This not-to-exceed fee equates to 6.0% of the Engineer's estimated cost of \$1,816,000 for the project. Typically, the construction engineering costs for locally funded project falls within 8-10% range.

ALTERNATIVES:

Discretion of the Committee

RECOMMENDATION:

Staff recommends approval of the engineering service agreement

BUDGET IMPACT:

In FY 2020, a total of \$182,000.00 has been budgeted for the construction engineering services in account 51080860-536515

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Construction Engineering Services Agreement for the 2020 Watermain Improvements Project with Hancock Engineering Company in the not to exceed amount of \$108,856.00.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	3/9/2020	Resolution Letter
Location Map	3/5/2020	Backup Material
Proposal - Revised	3/5/2020	Backup Material
Proposal - Draft	3/5/2020	Backup Material

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONSTRUCTION ENGINEERING
SERVICES AGREEMENT FOR THE
2020 WATERMAIN IMPROVEMENTS PROJECT WITH
HANCOCK ENGINEERING COMPANY
IN THE NOT-TO-EXCEED AMOUNT OF \$108,856.00**

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 Hillside Drive as the candidate for the 2020 Village Watermain Improvement Project; and

WHEREAS the 2017 pavement condition index (PCI) ratings of Hillside drive is forty (40); and

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

WHEREAS Hancock Engineering Company (Hancock) is one of the short listed firms; and

WHEREAS Hancock has an extensive amount of experience working on municipal projects including construction engineering services for the 2018 and 2019 Watermain Project for the Village; and

WHEREAS the Village requested a proposal from Hancock Engineering; and

WHEREAS after negotiations the total construction engineering cost proposal received is in the not-to-exceed amount of \$108,856.00; and

WHEREAS the Village feels confident of hiring Hancock due to their knowledge and familiarity with similar projects.

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing an engineering services agreement with Hancock Engineering Company for the 2020 Watermain Improvements Project in the not to exceed amount of \$108,856.00

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 24, 2020.

APPROVED:

Frank DeSimone, Village President

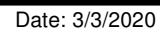
ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



Statement of Qualifications

Construction Engineering Services for 2020 Watermain Improvements

Bensenville, IL

Name of Firm:	Hancock Engineering
Office Location:	9933 Roosevelt Road, Westchester, Illinois
Contact for SOQ:	Hancock Engineering Mark W. Volk, P.E. Vice President, Principal
Contact Phone #:	708-865-0300
Contact email:	MWVolk@ehancock.com

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PROJECT APPROACH

Project Understanding

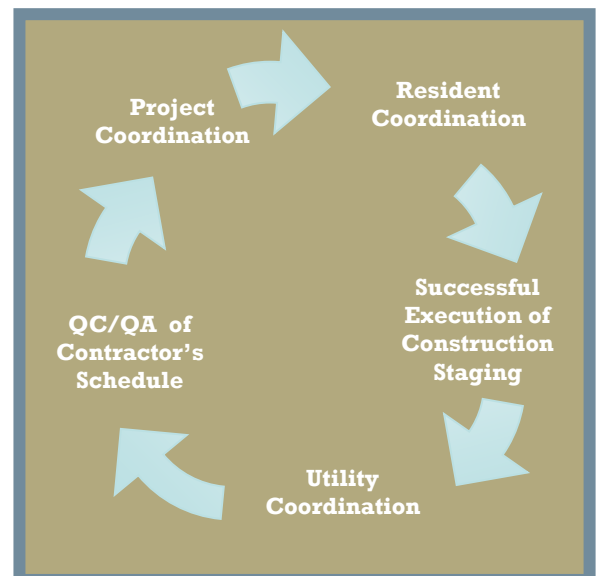
We conducted a comprehensive review of the project documents (including final plans) and reviewed the project with our proposed team. Our team has walked the potential project sites and performed a photographic survey of the area. We have a thorough understanding of the project's goals and a comprehensive plan on how we propose to implement them.

We understand that the proposed project will include water main installation on Hillside Avenue between IL-Route 53 and the cul-de-sac at the north limits, milling and resurfacing of pavement, intermittent curb and gutter replacement, intermittent sidewalk replacement, upgrading sidewalk ramps to meet ADA compliance, and other related work.

The Village anticipates a bid opening on March 5, 2020, with construction starting late March, substantial completion by July 31st, and final completion by September 25. Hancock Engineering will strive to have the project finalized and closed-out within 60 days after completion.

Critical Issues

Hancock Engineering has been serving municipalities for over 100 years. Furthermore, **every employee** designated to be involved in these improvements **has over 25 years of experience** providing construction oversight on projects comparable to these proposed improvements. Our dedication to the municipal sector has allowed us to gain an exceptional amount of experience in all facets of municipal infrastructure improvements. This experience provides us insight on potential construction problems and crucial elements that must be monitored to ensure the project runs smoothly from start to finish. We have identified the following items that will be key elements to ensure that construction of this significant project is a success.



Project Coordination

For a project to be successful, **communication** must be made a focal point. From the onset of the project we will ensure that all stakeholders have the opportunity to have a voice concerning important project issues. We will hold a kick-off meeting with Village staff and other interested parties to discuss the project scope and our intended plan of attack.

At a minimum, the following entities will be invited:

PROJECT APPROACH

<u>Entity</u>	<u>Phone Number</u>
Bensenville Public Works/Engineering	630-350-3435
School District 2**	630-766-5940
Bensenville Police Department	630-350-3455
Bensenville Fire Department	630-350-3441
Bensenville Park District	630-766-7015

**School District 2 will be contacted to discuss school bus routing if necessary

It is important that the team meet prior to the Preconstruction Conference to discuss intended timelines, critical issues, goals, expectations, and communication schedule.

Our Resident Engineer, Jeff Kearney, will be in constant contact with Mehul Patel and the Village of Bensenville, promptly responding to any issues or questions as they arise. However, in addition to these informal conversations, Hancock Engineering believes it beneficial to provide the Village with **Progress Reports** outlining the current and upcoming construction activities on a weekly basis

We will attend weekly progress meetings at the office of the Assistant Public Works Director.

We have submitted previous proposal for the Phase III Engineering for the 2019 CDBG Improvements which consists of similar work directly adjacent to this project. Both projects will be going on concurrently and with a similar completion time frame. Coordination between the two separate contracts is necessary, especially with respect to restoration of work areas, maintenance of traffic control, and contractor operations. We are fully capable of and prepared to perform to services for both projects concurrently.

We will provide ongoing communication with Bensenville Public Works as to any potential issues that residents, business owners, motorists, or pedestrians may encounter. **We will work with the Contractor to schedule improvements to minimize the impact to all residents and motorists.**

Project Permits

We understand that these improvements encroach into IL Route 19 (Irving Park Road) and that an **IDOT Permit** will be required and that work within the State right-of-way must be performed within Permit requirements. We will assist the Village and the Contractor in understanding and meeting IDOT requirements.

We understand that an **IEPA Construction Permit** has or will be issued prior to starting water main work, and that construction must follow IEPA regulations and be shown to be safe for public use prior to being put into service under a required Operating Permit. We will assist the Village and the

PROJECT APPROACH

Contractor in understanding and meeting IEPA requirements and in obtaining an **IEPA Operating Permit**

Resident Coordination

Every construction project includes a certain amount of inconvenience to adjacent residents and business owners. Our goal is to minimize the inconvenience to these constituents. We have found that if effective communication of construction schedules and activities, as well as early notice of interruption to access is provided, the property owners are more likely to be understanding of the inconveniences. It is also important to explain the village's goals for the project and **provide the residents with a line of communication** should they have any concerns during the construction of the project. For these reasons, we attempt to provide area residents, business owners and other adjacent properties with channels to have their opinions heard early in the process.

The cell-phone number for the Resident Engineer will be included in the initial project notice that will be sent to impacted residents to help manage their concerns. Residents will have their calls returned by the end of each working day. We also understand that many of the residents have full-time jobs and are not able to meet on project site during typical hours. We will make provisions to meet with these residents at a time that is convenient to their schedule. *We view interaction with residents, not as a burden, but as an opportunity to create a successful project.*

Successful Execution of Construction Staging

To fully keep the area residents satisfied, we must do more than keep them up to date on the project. It is essential that every effort be made to minimize their disturbances.

We will work with contractor to ensure that interruptions to the resident's driveway access are kept to a minimum. We will also coordinate with the contractor to ensure the residents are notified of any disruptions to their driveway access (e.g. installation of driveway aprons, roadway excavation, deep milling, etc.) a minimum of 24 hours in advance. We will ensure that prior to removing a driveway apron, notice has been provided to allow the resident the opportunity to remove the car from their property. We also recommend that the Material Testing firm cast additional concrete cylinders during concrete driveway apron pours so that "breaks" can be made prior to 7 days. We have found that today's concrete mixes are often able to reach their design strength of 3,500 PSI in 3-4 days. This allows the driveways to be opened earlier and thus reduces the length of interruption to access.

Hancock Engineering proposes to utilize Rubino Engineering on the Village's behalf for the Village's QA testing requirements.

We will also ensure that notices are handed out to affected residents a minimum of 24 hours prior to water shut-downs. The Resident Engineer will distribute these fliers, but we will work with the

PROJECT APPROACH

Village to assist in determining the limits of affected residents. We will provide updated water main shut-down information on a continual basis.

It is essential that intersections and roadways be passable at all times. We understand that the Village of Bensenville utilizes GIS story maps and also puts weekly updates on the Village website. We will inform the Village of any anticipated closures with substantial notice so that these can be included in the weekly updates.

To allow for a successful staging plan, and ultimately a timely project completion, it is imperative that the Contractor provide a safe and traversable roadway. Our Resident Engineer will **provide daily barricade checks** prior to the start of the day's construction, during construction, and at the completion of the Contractor's daily effort. The Contractor will be required to provide a 24-hour traffic protection phone number so that if at any time, between the end of the workday and the start of the next day, he can be contacted to correct the issue. Maintaining a safe project area will be a top priority of our office.

For a project to be genuinely safe, it must be kept clean. Our firm's daily checks will also include **inspection of the cleanliness of the project site** to ensure that:

- Proper sight requirements are not disturbed due to stockpiles or other construction equipment
- Construction dust is kept to a minimum
- No debris exists upon the driving surfaces
- Surface aggregate is both compacted and traversable until temporary asphalt pavement can be installed
- Sidewalks are continually kept ADA accessible and compliant

Any deficiencies will be logged and then immediately brought to the Contractor's attention with the expectation that they be remedied immediately.

We understand the Village of **Bensenville's residents are accustomed to pedestrian and bicycle friendly facilities**. It will be a priority of our daily traffic checks to ensure that construction does not interfere with the local resident's and potential business user's ability to access the roadway and sidewalks with their preferred mode of transportation.

Utility Coordination

It is our experience that public utilities can delay an otherwise successful project's timeline. For this reason, **Hancock uses a proactive approach** with the public utilities (Nicor, ComEd, AT&T, Comcast, etc.) which has proven to avoid costly interruptions due to existing utilities. On our recent Cornell Avenue Improvements within the Village of Melrose Park, we worked with Nicor and

PROJECT APPROACH

their consultant, EN-Engineering, to relocate a 4" gas main prior to construction commencing. We are also currently working with ComEd's area supervisors, Joe Stacho and Mark Tulach to ensure that all power poles designated for relocation are repositioned prior to installation of applicable concrete items.

If awarded the Phase III Engineering, we will complete a thorough review of all planned utility crossings. If deemed necessary, we will have the Contractor complete "exploratory excavation" at strategically designated locations to verify the elevation of any suspect utilities. If executed early in the Contract, we have had success convincing the utility company to quickly move forward with a relocate of any conflicting structures. A worst-case scenario has the public utility company reimbursing the Village for any necessary redesign and potential additional material. Our proposed Resident Engineer's years of design experience would allow him to accurately redesign any necessary utility conflicts with little additional time. We understand that the Village is not anticipating any major conflicts except for potentially gas services.

QC/ QA of Contractor's Schedule

For a project to go smoothly during construction, the Resident Engineer must be constantly assessing and reassessing the Contractor's schedule. At the Preconstruction Meeting the Contractor will be required to submit an overall project timeline. This project provides for a **June 26th substantial completion date** for the improvements and we will ensure that the plan submitted not only meets this date but is expeditious and operational. Progress Reports (completed weekly) will evaluate the Contractor's progress and we will report to the Village. *If it is determined that the Contractor has deviated from the plan by more than two days, they will be directed to resubmit a project schedule, outlining how they intend on catching up to the original schedule.*

Many contractors have a practice of leaving jobsites for extended time periods to attend to "other responsibilities." Unless documented in a submitted schedule, these **unexplained absences will not be tolerated**. It is our experience that nothing frustrates area residents more than "sunny days with no work going on." We have had great success keeping our Contractors on task and moving forward. Our documentation of the Contractor's daily work record will enable the Village to quickly pursue any liquidated damages that may be due to them by Contractor inefficiencies. We believe the time frame given to complete the job is adequate time to fully implement these improvements.

PROJECT APPROACH

Project Scope

Hancock Engineering thoroughly understands the project scope and the Village's expectations of our firm for the 2020 Watermain Improvements project. We will furnish an exceptional team of Engineers to team with the Village and provide the following services:

Task 1 – Preconstruction Services

Hancock Engineering will ascertain the standard practices of the Village and become thoroughly familiar with the contract documents, the plans for the construction project and any approved changes there to. We understand that the Village of Bensenville will schedule a pre-construction conference.

At this meeting the Contractor will be required to submit:

- Proposed Project Schedule outlining how they plan to substantially complete the project before July 31, 2020, and final completion by September 25, 2020. Hancock Engineering will thoroughly review and comment on the validity of this proposed schedule. If changes are necessary, the Contractor will be required to submit a revised schedule within the week.
- Name and 24-hour cell-phone number for the Superintendent in charge of overseeing the Traffic Control and Protection.
- Shop Drawings for requested submittals.
- List of proposed suppliers and sub-contractors.

This meeting will provide the Village and our office an avenue to discuss the expectations of the Contractor as they pertain to:

- Acquiring Village License and/or bond
- Certified Payroll release
- Notification Process
- Required permit follow-through
- Erosion Control Expectations
- Requirements and schedule for pay estimates
- Staging and access requirements

Task 2 – Notification of Residents Affected by Construction

Hancock Engineering understands and supports the Village's policy of providing affected area residents with notice of construction. We will supply a 24-hour phone number for each the Resident Engineer and Project Manager.

Task 3 – Verify Layout of Proposed Work

Hancock Engineering will confirm that the Contractor's layout meets with the plans. Our field engineers will verify that, for example:

PROJECT APPROACH

- A drainage structure will not be placed directly on a gas main or other utility
- ADA compliance grading at all public sidewalk keystones and intersections
- Proper separation between proposed water main and existing sewers and other utilities
- Location and limits of restoration items

Over the last ten years, **our firm has provided various degrees of construction layout on over 1,500 projects** for our clients.

Task 4 – Construction Observation

Hancock Engineering excels at providing extensive on-site observations of construction work in progress. Our Resident Engineer will provide field checks of materials and equipment on a **full-time continuous** basis. Each of our engineers, including Mark Volk, our Client Manager and Company Vice-President, will be reachable 24 hours a day on their cellular telephones. Jeff and Mark will be available to quickly respond to any “after-hours” emergency situations that may arise.

Additionally, our team will:

- Be on-site anytime work is being completed on the project. It is not uncommon for our engineers to remain on-site well past the end of the Contractor’s day completing paperwork and resolving resident issues. *It is very important to note that the Village of Bensenville will **never be charged over 8 hours in a day** for our on-site Engineer.*
- Serve as the Village’s liaison with the Contractor and their Sub-Contractor’s.
- Cooperate with the Contractor in dealing with the Bensenville Police and Fire Departments, and various other local agencies having jurisdiction within the project limits.
- Continually keep the Village informed as to whether the work is proceeding in accordance with Contract Documents. We will strongly guard the Village against defects and deficiencies in the work, immediately advise the Village of any observed deficiencies and reject all work failing to conform to the Contract Documents. **The Contractor will not be paid for work that is unsatisfactory.**
- Attend Weekly progress meetings at Public Works
- Review Contractor’s progress on a regular basis. As discussed above we will submit weekly Progress Reports which will compare the actual progress to the Contractor’s approved schedule. If the Contractor has fallen behind schedule, we will work with the Contractor to determine the appropriate course of action to return to schedule.

PROJECT APPROACH

- Work with the Village to ensure that necessary QC/QA Material Testing is adequately provided.
- Coordinate with residents on a continual basis.
- Review and maintain a file of Shop Drawings and Contractor Submittals.
- Keep an inspector's Daily Report book in the Village's format recording hours on the jobsite, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and a list of viewing officials. These documents will be used to create our weekly Progression Reports.
- **We are very experienced with observing and documenting pressure tests for proposed water mains. We will be on-site anytime the Contractor performs his tests and subsequent chlorination tests.**

Our office understands that the Resident Engineer and other field engineers will not authorize any deviation from the Contract Documents except upon written instructions from the Village.

Task 5 – Construction Documentation

As part of our construction services, Hancock Engineering will provide comprehensive documentation.

This involves maintaining orderly files of correspondence that include:

- | | |
|-------------------------------------|--|
| ○ Preconstruction Minutes | ○ Correspondence with Public Utilities and other Agencies |
| ○ Daily Project Diary | ○ Pertinent information for Contractors, Sub-Contractors, and major material suppliers |
| ○ Weekly Progress Reports | ○ Shop drawings |
| ○ Traffic Protection Reports | ○ QC/QA Reports |
| ○ Quantity Book | ○ Pressure Test Results |
| ○ Minutes from Development Meetings | |
| ○ Contract Documents | |
| ○ Chlorination Results | |

Task 6 – Construction Project Close-Out

Hancock Engineering acknowledges that it is in all parties' best interests to have the project closed out as efficiently as possible. It is our policy to complete a preliminary "Pre-Final" inspection in which we provide the Contractor with a list of deficiencies that must be corrected prior to project close-out. As part of this inspection, we will, at a minimum:

PROJECT APPROACH

- Open all drainage structures and verify their cleanliness
- Inspect all concrete items for cracking and/or ponding
- Inspect all sodded parkways to ensure knitted seams and proper drainage
- Verify that all domestic water service boxes are keyable
- Capture photographs of the improvements

Once these items have been corrected, we will invite the Village to conduct a Final Inspection. If any items are found to need correction, we will provide instruction to the Contractor to correct the issues. After all items have been amended, we will make a recommendation to the Village concerning project acceptance.

Record drawings in CAD and PDF format will be furnished to the Village prior to project close-out.

Our office understands that the Village will be assisting with the project close-out. We will assist the Village with the process as requested during the designated time frame to ensure this project is closed out **within 60 days** of final completion.

Organizational Chart

Hancock Engineering employs well-trained engineers that work together to form a company with the reputation of working efficiently and professionally to address the concerns of our municipalities and their constituents of local businesses, schools, and homeowners. Hancock Engineering employees are very aware that to provide our standard of service, we must understand and reflect the views and intention of the municipality.



Client/Project Manager
Mark Volk, P.E. Vice-President

Resident Engineer
Jeff Kearney

Field Engineer
Drew Sciarini

Jeff Kearney
Senior Engineering Technician

Education

Bachelor of Science in Industrial Technology, Illinois State University, 1992

Work Experience

Hancock Engineering. – 1998 to present

Illinois Department of Transportation. – 1992 to 1998

Certifications/Registrations/Technical Training

- IDOT Documenting Certification
- ICORS Certified

Professional Experience

Jeff has been in the civil engineering business for over 25 years, including six years working as a Resident Engineer for the State of Illinois. He has amassed tremendous experience in serving as Resident Engineer for a multitude of locally funded and State funded projects. He is an IDOT certified documenter and has mastered the “art” of project close-out. Jeff has recently overseen the construction of a Federally Funded bicycle path in the Village of Melrose Park. Jeff brings a wealth of experience to our projects and is a very valued member of our team.

Recent Engineering projects include:

- 2018 Watermain Replacement, Bensenville
 - Resident Engineer for approximate \$1.3 Million Dollar watermain improvements within the Village of Bensenville. The project was spread across four residential streets. One of the roadways, Washington Street had the Bridgeway Complex, a senior residence facility, that Jeff provided continual communication with to ensure all residents were kept safe and received minimal disturbance.
- Custer Avenue Improvements (STP), Brookfield
 - Resident Engineer for approximate \$2 Million Dollar Federally Funded Roadway project on the south limits of the Village of Brookfield. The project shares a border with the Village of Lyons and required constant communication with both villages. The project included roadway resurfacing, reconstruction and sewer replacement
- IL RTE 64 Commuter Bike Path (STP), Melrose Park
 - Construction Inspector for approximate \$2 Million Dollar bike path project along North Avenue through the Village of Melrose Park. The project had several crossings of railroad property and fronted many businesses. Jeff was in constant contact with the business owners to ensure there were minimal disruptions.
- MESDT Roadway, Watermain, and Sewer Improvements, Village of Glen Ellyn

PROJECT TEAM

- Resident Engineer for \$3.5 Million Dollar improvements on five roadways within the Village of Glen Ellyn. The project included approximately 3,000 feet of PVCO watermain replacement on residential streets. Jeff worked hand-in-hand with the water department to ensure that no water service was disrupted without 48-hour notice.
- Overhill Avenue Improvements (STP), Norridge
 - Resident Engineer for Federally funded roadway reconstruction projects valued at approximately \$2 Million. The project includes full-depth asphalt pavement, installation of storm sewer system, replacement of water main and installation of street lighting.
- Montrose LAFO Improvements, Norridge
 - Resident Engineer for Federally funded roadway resurfacing project valued at approximately \$800,000. The project includes milling and resurfacing of asphalt roadway, replacement of intermittent curb and gutter, sidewalk, driveway, and other landscaping items. The project also included the installation of storm sewer improvements.
- St Charles Roadway, Maywood
 - Resident Engineering Services for a federally funded roadway improvement project. The improvements consisted of the milling and resurfacing and/or reconstructing of approximately a mile of deteriorated roadway, curb and gutter replacement, sidewalk improvements, and storm sewer installation. The project was valued at approximately \$ 3 Million.
- Balmoral Avenue Improvements, Westchester
 - Field Engineering Services for a federally funded roadway improvement project. The improvements consisted of the milling and resurfacing and/or reconstructing of approximately a mile of deteriorated roadway, curb and gutter replacement, sidewalk improvements, and storm sewer installation. The project was valued at \$ 1.1 Million.
- Southwest Highway Improvements, Oak Lawn
 - Field Engineering Services for a federally funded roadway improvement project. The improvements consisted of the milling and resurfacing and/or reconstructing of approximately half a mile of deteriorated roadway, curb and gutter replacement, sidewalk improvements, and storm sewer installation. The project was valued at \$ 700,000.
- Fifth Avenue Roadway Improvements, Maywood
 - Resident Engineering Services for a locally roadway reconstruction project. The improvements consisted of the milling and resurfacing the center two lanes of an existing roadway and reconstructing the outside two lanes, including replacing curb and gutter, sidewalk improvements, and storm sewer installation. Additionally, watermain improvements were also completed. The project was valued at approximately \$ 5 Million.

Drew Sciarini
Engineer

Education

Bachelor of Science in Civil Engineering, Bradley University, 2019

Work Experience

Hancock Engineering – 2019 to present

Affiliations/Memberships

American Society of Civil Engineers, Student Member

Professional Experience

Drew Sciarini served as an intern for Hancock Engineering prior to obtaining full-time employment upon graduation. As an intern, Drew assisted our team with field inspection for a \$2 Million Watermain and Roadway Improvement project for the Village of LaGrange Park. His tasks included:

- Supervising field work to ensure projects were built according to specifications.
- Coordinating with Director of Public Works with daily updates as to project's progress.
- Working directly with contractors in field to identify and resolve design conflicts.
- Becoming familiar with GPS and Total Station surveying equipment to complete site layout prior to construction.
- Collected quantities to guarantee correct distribution of project funds.

Recent Engineering projects include:

- Assisted Design Engineer with Quantity take-off for Paving project within the Village of River Grove
- Completed Long-Term Operation and Maintenance Program and Private Sector Plans for several Clients to satisfy MWRD requirements.
- Completed Invest in Cook Application for the Village of River Grove's Palmer Street and West Street Roadway and Utility Improvements, including preliminary design and Engineer's Opinion of Probable Cost
- Served as member of topographic survey team for watermain project in LaGrange Park, alley improvements in Melrose Park, and various other design projects throughout the Chicagoland area.

PROJECT SCHEDULE

Project Timeline

Hancock Engineering understands the necessity for this project to be completed in an expeditious manner. We understand the Village expects construction of this project to begin in late March of this year.

We have analyzed the necessary construction tasks and associated timetables and evaluated our current capacity of resources. **We will be able to meet your proposed timeline.**

Engineering Task	Estimated Completion Dates
Receive Award of Contract	March 24, 2020 (Assumed)
Pre-Construction Meeting with Contractors	About March 25, 2020
Verify Contractor's Initial Layout	About March 27, 2020
Begin Full-Time Construction Observation	About March 30, 2020
Submit First Progression Report (submitted weekly)	April 3, 2020
Hold 1 st Development Meeting (Biweekly)	April 13, 2020
Contractor to substantially complete work	July 31, 2020
Complete Preliminary Project Punch-list	August 15, 2020*
Conduct Final Job Walk-Thru with Village	September 30, 2020
Submit Preliminary Project Documents to Village	September 15, 2020
Submit Final Project Documentation to Village	October 31, 2020

*Early project completion possible under good conditions. Landscaping may carry into the fall.

Hancock Engineering has a strong history of providing exceptional construction engineering services in a prompt and timely manner. Hancock Engineering has the staff available to work on this construction project to meet this proposed schedule.

PROPOSED COST

Hourly Rate Breakdown

Hancock Engineering has submitted a Proposal for the completion of Construction Engineering services for the 2020 Watermain Improvements project within the Village of Bensenville, Illinois.

Projected Hours per Employee	Volk	Kearney	Sciarini	CADD
Pre-Construction	20	20	0	0
During Construction	142	144	504	0
Post-Construction	40	40	0	30
Total Projected Hours	940			

Proposed Fees

Hancock Engineering submits the following Hourly, Not-To Exceed amounts:

- **Total NTE cost for Construction Engineering Services:** **\$102,956**
- **Material Testing (Rubino) Costs:** **\$5,900**
- **Total Estimated Fee, CE Services and Sub-Consultants:** **\$108,856**

This Not-to-Exceed cost will cover services outlined in this document for the **2020 Watermain Improvement Project** in Bensenville. We have included costs for coordinating material testing, We will charge only the actual cost to the Village without any markup or additional cost for administering the subcontracts.

Hancock Engineering acknowledges that “no cost overruns or additional charges” will be made unless previously authorized by the Village of Bensenville. Furthermore, Hancock Engineering does not anticipate billing for any additional work within the scope of this project, but if the necessity arises, we acknowledge that prior approval must be granted from the Village.

PROPOSED COST

Construction Engineering Costs

Preconstruction Engineering Services

Volk	20	hrs	\$143/hr	\$ 2,860
Kearney	20	hrs	\$118/hr	\$ 2,360

During Construction Engineering Services (17 Weeks)

Volk	142	hrs	\$143/hr	\$20,306
Kearney	144	hrs	\$118/hr	\$16,992
Sciarini	506	hrs	\$93/hr	\$47,058

Post Construction (Including Landscaping) Engineering Services

Volk	40	hrs	\$143/hr	\$ 5,720
Kearney	40	hrs	\$118/hr	\$ 4,720

CADD – As-Builts

Burns	30	hrs	\$98/hr	\$ 2,940
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Total NTE Cost for Construction Engineering Services: \$102,956

Material Testing (Rubino) Costs

Proportioning and Testing of Materials, Concrete Strengths, Asphalt Compaction or Density Tests	<u>\$ 5,900*</u>
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Total Sub-Consultant Costs \$5,900*

Total Hourly, Not-To-Exceed Cost

Including Construction Engineering and Sub-Consultant Fees: \$108,856*

PROPOSED COST

Hourly Rates

PERSONNEL CLASSIFICATION	(Team Members)	TOTAL BILLING RATE
ENGINEER –VI	(Volk)	\$ 143.00
ENGINEER -V		\$ 133.00
ENGINEER -IV		\$ 123.00
ENGINEER -III		\$ 118.00
ENGINEER -II		\$ 105.00
ENGINEER -I	(Sciarini)	\$ 93.00
CADD MANAGER		\$ 118.00
CADD TECHNICIAN -II		\$ 108.00
CADD TECHNICIAN -I		\$ 98.00
ENGINEERING TECHNICIAN – V	(Kearney)	\$ 118.00
ENGINEERING TECHNICIAN – IV		\$ 105.00
ENGINEERING TECHNICIAN – III		\$ 85.00
ENGINEERING TECHNICIAN – II		\$ 65.00
ENGINEERING TECHNICIAN – I		\$ 40.00
ADMINISTRATIVE ASSISTANT		\$ 65.00

Note: The Schedule of Hourly Rates are subject to change annually as of March 1st. The most current Schedule of Hourly Rates will be in effect at the date of service.

*All hourly rates include costs for out-of-pocket expenses including mileage, tolls, photocopying, etc. and no additional compensation will be sought for these items. **Hancock Engineering has no hidden fees.***

If the Village seeks actual employee rates, we can provide these numbers at your request.

February 27, 2020

To: Chris Baker
Edwin Hancock Engineering Co.
9933 Roosevelt Road
Westchester, IL 60154

Re: **QA Construction Materials Testing Services**
2020 Water Main Improvements, Phase III
Bensenville, IL

Proposal No. Q20.086

Via email: cbaker@ehancock.com

Dear Mr. Baker,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA construction materials testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from you via email on February 27, 2020 and the following outlines our understanding of the requested scope of services:

Project Name and Description

2020 Water Main Improvements, Bensenville

General Scope of Services

BITUMINOUS PAVING AND EXTERIOR CONCRETE

- QA Field testing of uncured concrete – Slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured concrete – Strength
- QA Field testing of hot mix asphalt (HMA) – Density by the nuclear method
- QA Laboratory testing of HMA – Bulk SG, Max SG, and Loss on Ignition

Extras

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

Based on your email on February 27, 2020, the following summarizes our estimate for testing and is subject to change based on final scheduling:

Material	Estimated Number of trips	Half / Full Day *
BITUMINOUS PAVING	6	Half (4 hours)
CONCRETE	3	Half (4 hours)

***Portal to Portal**

FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request. The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

2020 Water Main Improvements, Phase III, Bensenville								
Item Description	Quantity	Unit	Material Tester 1 (hr)	Vehicle (day)	Project Manager (hr)	Nuc Density Gauge (day)	Cylinders (each)	Sample Pickup
			\$98.00	\$65.00	\$125.00	\$44.00	\$17.00	\$250.00
Hot-Mix Asphalt Binder Course, IL-19.0, N50	3,101	TONS	8	2	1	2		
Hot-Mix Asphalt Surface Course, Mix "D", N50	1,552	TONS	8	2	1	2		
Hot-Mix Asphalt Driveway Pavement, 5"	1,059	SY	4	1	0.5	1		
Prime Coat	30,000	POUNDS	4	1	0.5			
Portland Cement Concrete Sidewalk, 5 inch	3,524	SF	4	1	0.5		5	1
Combination Curb & Gutter, R&R	2,099	FOOT	8	2	1		10	2
			36	9	4.5	5	15	3
GRAND TOTAL = \$5,900.50			\$3,528.00	\$685.00	\$662.50	\$220.00	\$255.00	\$750.00

PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

<https://rubinoeng.com/schedule-field-testing>

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

Please call the office with any questions or changes to the schedule 8am to 4pm. After hours calls can go to Tim Dunne's cell phone at 847-343-0749.

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President

michelle.lipinski@rubinoeng.com

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS _____	DAY OF _____	, 20__.
BY (please print): _____		
TITLE: _____		
COMPANY: _____		
SIGNATURE: _____		

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:

() Copies To: _____ Attn: _____ Email: _____	() Copies To: _____ Attn: _____ Email: _____
() Copies To: _____ Attn: _____ Email: _____	() Copies To: _____ Attn: _____ Email: _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.

Schedule of Construction Materials Testing Services & Fees through December 1, 2020 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES

Compression testing of concrete, mortar and grout specimens by ASTM procedures	Per Cylinder	\$ 17.00
Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4) (Does not include vehicle charge)	Per hour	\$ 92.00
Asphalt		
Maximum Theoretical Specific Gravity	Each	\$ 110.00
Bulk Specific Gravity	Each	\$ 95.00
Ignition Oven Test / Reflux Extraction + Sieve Analysis	Each	\$ 126.00
Core Densities	Each	\$ 45.00
Sieve Analysis (Washed)	Each	\$ 90.00
Sample preparation for the above tests	Each	\$ 40.00

MATERIAL TESTER - 1 - Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Per Hour	\$ 98.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 147.00
Per Hour Overtime Sundays and Holidays	\$ 196.00

MATERIAL TESTER - 2 - Field inspection of fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

Per Hour	\$ 102.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 153.00
Per Hour Overtime Sundays and Holidays	\$ 204.00

EQUIPMENT CHARGES

Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gauge	Per Day	\$ 44.00

ENGINEERING SERVICES

Principal Engineer	Per Hour	\$ 185.00
Project Engineer/Manager	Per Hour	\$ 125.00
Administrative Assistant	Per Hour	\$ 65.00
Report Review	Each	\$ 65.00

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.

- This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 14) Unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
 - 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
 - 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
 - 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577

RUBINENG

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2019

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200		CONTACT NAME: Laurie Cloninger PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: laurie.cloninger@usi.com	
INSURED Rubino Engineering, Inc. 425-435 Shepard Dr Ste H Elgin, IL 60123		INSURER(S) AFFORDING COVERAGE INSURER A : RLI Insurance Company NAIC # 13056 INSURER B : Berkley Insurance Company 32603 INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSB0003777	09/01/2019	09/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PSA0001881	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0002142	09/01/2019	09/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PSW0002789	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			AEC903377800	09/01/2019	09/01/2020	\$2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

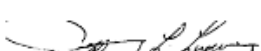
Professional Liability is written on a 'claims made' policy form.

Some or all officers are excluded from Workers Compensation coverage.

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

CERTIFICATE HOLDER

CANCELLATION

Rubino Engineering, Inc.	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 
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GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

STANDARD TERMS AND CONDITIONS

For purposes of this Agreement, the Subconsultant shall be defined as: Rubino Engineering, Inc.

RESPONSIBILITY OF SUBCONSULTANT – Subconsultant will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

CHANGES IN SCOPE – Hancock Engineering reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the Subconsultant and Hancock Engineering shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. No Extra Work shall be undertaken by the Subconsultant without prior written authorization from the Hancock Engineering.

SUSPENSION OF SERVICES – Hancock Engineering may, at any time, by written order to Subconsultant (Suspension of Services Order) require Subconsultant to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Subconsultant shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Hancock Engineering, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order.

TERMINATION – This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Hancock Engineering, under the same terms, whenever Hancock Engineering shall determine that termination is in its best interests. Costs incurred by Subconsultant shall be reimbursed by Hancock Engineering.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

COMPLIANCE WITH LAWS – The Subconsultant will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

DELAYS – Subconsultant will not be liable for the delays due to force majeure or any conditions beyond its control.

DISPUTE RESOLUTION – Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

HAZARDOUS MATERIALS/POLLUTANTS – Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site.

RIGHT OF ACCESS – Subconsultant shall have access to the job site in order to perform its work.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

SEVERABILITY – Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Hancock Engineering and Subconsultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by the law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS – If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

STANDARD OF CARE – The standard of care for all professional engineering, survey or related professional services performed or furnished by the Subconsultant under this agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

REUSE OF DOCUMENTS – All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Subconsultant pursuant to this Agreement are intended for use on the Project only. They cannot be used by Hancock Engineering or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Subconsultant, shall be at Hancock Engineering's, or others, sole risk.

SUBCONTRACTS – Subconsultant may subcontract portions of the work, but each subcontractor must be approved by Hancock Engineering in writing.

PAYMENT

Hancock Engineering shall be invoiced once each month for work performed during the preceding period. Hancock Engineering will pay each invoice to the Subconsultant within fifteen (15) days of receiving payment from its Client (Village).

INSURANCE – Subconsultant will maintain insurance coverage in the following minimum amounts:

- Professional Liability - \$2,000,000 per claim/aggregate
- General Liability –
 1. 1,000,000 Each Occurrence – Bodily Injury
 2. 1,000,000 Each Occurrence – Property Damage
 3. 2,000,000 Aggregate
- Automotive Liability (including non-ownership and hired car coverage) - \$1,000,000 Per Person/Per Occurrence
- Employer's Liability - \$500,000 Each
- Worker's Compensation – Per Statutory

INDEMNIFICATION

Subconsultant shall indemnify and hold harmless Hancock Engineering from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Subconsultant.

Hancock Engineering shall indemnify and hold harmless Subconsultant under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for person injuries (including death) or property damage arising out of the sole negligent act, error omission of Hancock Engineering.

In the event of joint or concurrent negligence of Subconsultant and Hancock Engineering, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Statement of Qualifications

Construction Engineering Services for 2020 Watermain Improvements

Bensenville, IL

Name of Firm:	Hancock Engineering
Office Location:	9933 Roosevelt Road, Westchester, Illinois
Contact for SOQ:	Hancock Engineering Mark W. Volk, P.E. Vice President, Principal
Contact Phone #:	708-865-0300
Contact email:	MWVolk@ehancock.com

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PROJECT APPROACH

Project Understanding

We conducted a comprehensive review of the project documents (including final plans) and reviewed the project with our proposed team. Our team has walked the potential project sites and performed a photographic survey of the area. We have a thorough understanding of the project's goals and a comprehensive plan on how we propose to implement them.

We understand that the proposed project will include water main installation on Hillside Avenue between IL-Route 53 and the cul-de-sac at the north limits, milling and resurfacing of pavement, intermittent curb and gutter replacement, intermittent sidewalk replacement, upgrading sidewalk ramps to meet ADA compliance, and other related work.

The Village anticipates a bid opening on March 5, 2020, with construction starting late March, substantial completion by July 31st, and final completion by September 25. Hancock Engineering will strive to have the project finalized and closed-out within 60 days after completion.

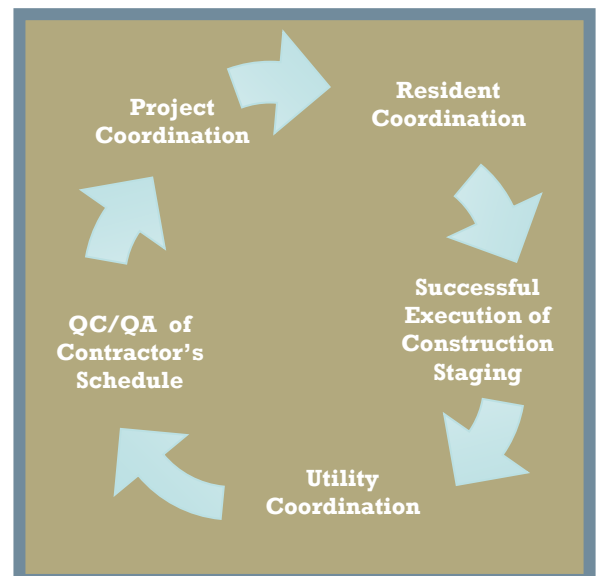
Critical Issues

Hancock Engineering has been serving municipalities for over 100 years. Furthermore, **every employee** designated to be involved in these improvements **has over 25 years of experience** providing construction oversight on projects comparable to these proposed improvements. Our dedication to the municipal sector has allowed us to gain an exceptional amount of experience in all facets of municipal infrastructure improvements. This experience provides us insight on potential construction problems and crucial elements that must be monitored to ensure the project runs smoothly from start to finish. We have identified the following items that will be key elements to ensure that construction of this significant project is a success.

Project Coordination

For a project to be successful, **communication** must be made a focal point. From the onset of the project we will ensure that all stakeholders have the opportunity to have a voice concerning important project issues. We will hold a kick-off meeting with Village staff and other interested parties to discuss the project scope and our intended plan of attack.

At a minimum, the following entities will be invited:



PROJECT APPROACH

Entity	Phone Number
Bensenville Public Works/Engineering	630-350-3435
School District 2**	630-766-5940
Bensenville Police Department	630-350-3455
Bensenville Fire Department	630-350-3441
Bensenville Park District	630-766-7015

**School District 2 will be contacted to discuss school bus routing if necessary

It is important that the team meet prior to the Preconstruction Conference to discuss intended timelines, critical issues, goals, expectations, and communication schedule.

Our Resident Engineer, Jeff Kearney, will be in constant contact with Mehul Patel and the Village of Bensenville, promptly responding to any issues or questions as they arise. However, in addition to these informal conversations, Hancock Engineering believes it beneficial to provide the Village with **Progress Reports** outlining the current and upcoming construction activities on a weekly basis

We will attend weekly progress meetings at the office of the Assistant Public Works Director.

We have submitted previous proposal for the Phase III Engineering for the 2019 CDBG Improvements which consists of similar work directly adjacent to this project. Both projects will be going on concurrently and with a similar completion time frame. Coordination between the two separate contracts is necessary, especially with respect to restoration of work areas, maintenance of traffic control, and contractor operations. We are fully capable of and prepared to perform to services for both projects concurrently.

We will provide ongoing communication with Bensenville Public Works as to any potential issues that residents, business owners, motorists, or pedestrians may encounter. **We will work with the Contractor to schedule improvements to minimize the impact to all residents and motorists.**

Project Permits

We understand that these improvements encroach into IL Route 19 (Irving Park Road) and that an **IDOT Permit** will be required and that work within the State right-of-way must be performed within Permit requirements. We will assist the Village and the Contractor in understanding and meeting IDOT requirements.

We understand that an **IEPA Construction Permit** has or will be issued prior to starting water main work, and that construction must follow IEPA regulations and be shown to be safe for public use prior to being put into service under a required Operating Permit. We will assist the Village and the

PROJECT APPROACH

Contractor in understanding and meeting IEPA requirements and in obtaining an **IEPA Operating Permit**

Resident Coordination

Every construction project includes a certain amount of inconvenience to adjacent residents and business owners. Our goal is to minimize the inconvenience to these constituents. We have found that if effective communication of construction schedules and activities, as well as early notice of interruption to access is provided, the property owners are more likely to be understanding of the inconveniences. It is also important to explain the village's goals for the project and **provide the residents with a line of communication** should they have any concerns during the construction of the project. For these reasons, we attempt to provide area residents, business owners and other adjacent properties with channels to have their opinions heard early in the process.

The cell-phone number for the Resident Engineer will be included in the initial project notice that will be sent to impacted residents to help manage their concerns. Residents will have their calls returned by the end of each working day. We also understand that many of the residents have full-time jobs and are not able to meet on project site during typical hours. We will make provisions to meet with these residents at a time that is convenient to their schedule. *We view interaction with residents, not as a burden, but as an opportunity to create a successful project.*

Successful Execution of Construction Staging

To fully keep the area residents satisfied, we must do more than keep them up to date on the project. It is essential that every effort be made to minimize their disturbances.

We will work with contractor to ensure that interruptions to the resident's driveway access are kept to a minimum. We will also coordinate with the contractor to ensure the residents are notified of any disruptions to their driveway access (e.g. installation of driveway aprons, roadway excavation, deep milling, etc.) a minimum of 24 hours in advance. We will ensure that prior to removing a driveway apron, notice has been provided to allow the resident the opportunity to remove the car from their property. We also recommend that the Material Testing firm cast additional concrete cylinders during concrete driveway apron pours so that "breaks" can be made prior to 7 days. We have found that today's concrete mixes are often able to reach their design strength of 3,500 PSI in 3-4 days. This allows the driveways to be opened earlier and thus reduces the length of interruption to access.

Hancock Engineering proposes to utilize Rubino Engineering on the Village's behalf for the Village's QA testing requirements.

We will also ensure that notices are handed out to affected residents a minimum of 24 hours prior to water shut-downs. The Resident Engineer will distribute these fliers, but we will work with the

PROJECT APPROACH

Village to assist in determining the limits of affected residents. We will provide updated water main shut-down information on a continual basis.

It is essential that intersections and roadways be passable at all times. We understand that the Village of Bensenville utilizes GIS story maps and also puts weekly updates on the Village website. We will inform the Village of any anticipated closures with substantial notice so that these can be included in the weekly updates.

To allow for a successful staging plan, and ultimately a timely project completion, it is imperative that the Contractor provide a safe and traversable roadway. Our Resident Engineer will **provide daily barricade checks** prior to the start of the day's construction, during construction, and at the completion of the Contractor's daily effort. The Contractor will be required to provide a 24-hour traffic protection phone number so that if at any time, between the end of the workday and the start of the next day, he can be contacted to correct the issue. Maintaining a safe project area will be a top priority of our office.

For a project to be genuinely safe, it must be kept clean. Our firm's daily checks will also include **inspection of the cleanliness of the project site** to ensure that:

- Proper sight requirements are not disturbed due to stockpiles or other construction equipment
- Construction dust is kept to a minimum
- No debris exists upon the driving surfaces
- Surface aggregate is both compacted and traversable until temporary asphalt pavement can be installed
- Sidewalks are continually kept ADA accessible and compliant

Any deficiencies will be logged and then immediately brought to the Contractor's attention with the expectation that they be remedied immediately.

We understand the Village of **Bensenville's residents are accustomed to pedestrian and bicycle friendly facilities**. It will be a priority of our daily traffic checks to ensure that construction does not interfere with the local resident's and potential business user's ability to access the roadway and sidewalks with their preferred mode of transportation.

Utility Coordination

It is our experience that public utilities can delay an otherwise successful project's timeline. For this reason, **Hancock uses a proactive approach** with the public utilities (Nicor, ComEd, AT&T, Comcast, etc.) which has proven to avoid costly interruptions due to existing utilities. On our recent Cornell Avenue Improvements within the Village of Melrose Park, we worked with Nicor and

PROJECT APPROACH

their consultant, EN-Engineering, to relocate a 4" gas main prior to construction commencing. We are also currently working with ComEd's area supervisors, Joe Stacho and Mark Tulach to ensure that all power poles designated for relocation are repositioned prior to installation of applicable concrete items.

If awarded the Phase III Engineering, we will complete a thorough review of all planned utility crossings. If deemed necessary, we will have the Contractor complete "exploratory excavation" at strategically designated locations to verify the elevation of any suspect utilities. If executed early in the Contract, we have had success convincing the utility company to quickly move forward with a relocate of any conflicting structures. A worst-case scenario has the public utility company reimbursing the Village for any necessary redesign and potential additional material. Our proposed Resident Engineer's years of design experience would allow him to accurately redesign any necessary utility conflicts with little additional time. We understand that the Village is not anticipating any major conflicts except for potentially gas services.

QC/ QA of Contractor's Schedule

For a project to go smoothly during construction, the Resident Engineer must be constantly assessing and reassessing the Contractor's schedule. At the Preconstruction Meeting the Contractor will be required to submit an overall project timeline. This project provides for a **June 26th substantial completion date** for the improvements and we will ensure that the plan submitted not only meets this date but is expeditious and operational. Progress Reports (completed weekly) will evaluate the Contractor's progress and we will report to the Village. *If it is determined that the Contractor has deviated from the plan by more than two days, they will be directed to resubmit a project schedule, outlining how they intend on catching up to the original schedule.*

Many contractors have a practice of leaving jobsites for extended time periods to attend to "other responsibilities." Unless documented in a submitted schedule, these **unexplained absences will not be tolerated**. It is our experience that nothing frustrates area residents more than "sunny days with no work going on." We have had great success keeping our Contractors on task and moving forward. Our documentation of the Contractor's daily work record will enable the Village to quickly pursue any liquidated damages that may be due to them by Contractor inefficiencies. We believe the time frame given to complete the job is adequate time to fully implement these improvements.

PROJECT APPROACH

Project Scope

Hancock Engineering thoroughly understands the project scope and the Village's expectations of our firm for the 2020 Watermain Improvements project. We will furnish an exceptional team of Engineers to team with the Village and provide the following services:

Task 1 – Preconstruction Services

Hancock Engineering will ascertain the standard practices of the Village and become thoroughly familiar with the contract documents, the plans for the construction project and any approved changes there to. We understand that the Village of Bensenville will schedule a pre-construction conference.

At this meeting the Contractor will be required to submit:

- Proposed Project Schedule outlining how they plan to substantially complete the project before July 31, 2020, and final completion by September 25, 2020. Hancock Engineering will thoroughly review and comment on the validity of this proposed schedule. If changes are necessary, the Contractor will be required to submit a revised schedule within the week.
- Name and 24-hour cell-phone number for the Superintendent in charge of overseeing the Traffic Control and Protection.
- Shop Drawings for requested submittals.
- List of proposed suppliers and sub-contractors.

This meeting will provide the Village and our office an avenue to discuss the expectations of the Contractor as they pertain to:

- Acquiring Village License and/or bond
- Certified Payroll release
- Notification Process
- Required permit follow-through
- Erosion Control Expectations
- Requirements and schedule for pay estimates
- Staging and access requirements

Task 2 – Notification of Residents Affected by Construction

Hancock Engineering understands and supports the Village's policy of providing affected area residents with notice of construction. We will supply a 24-hour phone number for each the Resident Engineer and Project Manager.

Task 3 – Verify Layout of Proposed Work

Hancock Engineering will confirm that the Contractor's layout meets with the plans. Our field engineers will verify that, for example:

PROJECT APPROACH

- A drainage structure will not be placed directly on a gas main or other utility
- ADA compliance grading at all public sidewalk keystones and intersections
- Proper separation between proposed water main and existing sewers and other utilities
- Location and limits of restoration items

Over the last ten years, **our firm has provided various degrees of construction layout on over 1,500 projects** for our clients.

Task 4 – Construction Observation

Hancock Engineering excels at providing extensive on-site observations of construction work in progress. Our Resident Engineer will provide field checks of materials and equipment on a **full-time continuous** basis. Each of our engineers, including Mark Volk, our Client Manager and Company Vice-President, will be reachable 24 hours a day on their cellular telephones. Jeff and Mark will be available to quickly respond to any “after-hours” emergency situations that may arise.

Additionally, our team will:

- Be on-site anytime work is being completed on the project. It is not uncommon for our engineers to remain on-site well past the end of the Contractor’s day completing paperwork and resolving resident issues. *It is very important to note that the Village of Bensenville will **never be charged over 8 hours in a day** for our on-site Engineer.*
- Serve as the Village’s liaison with the Contractor and their Sub-Contractor’s.
- Cooperate with the Contractor in dealing with the Bensenville Police and Fire Departments, and various other local agencies having jurisdiction within the project limits.
- Continually keep the Village informed as to whether the work is proceeding in accordance with Contract Documents. We will strongly guard the Village against defects and deficiencies in the work, immediately advise the Village of any observed deficiencies and reject all work failing to conform to the Contract Documents. **The Contractor will not be paid for work that is unsatisfactory.**
- Attend Weekly progress meetings at Public Works
- Review Contractor’s progress on a regular basis. As discussed above we will submit weekly Progress Reports which will compare the actual progress to the Contractor’s approved schedule. If the Contractor has fallen behind schedule, we will work with the Contractor to determine the appropriate course of action to return to schedule.

PROJECT APPROACH

- Work with the Village to ensure that necessary QC/QA Material Testing is adequately provided.
- Coordinate with residents on a continual basis.
- Review and maintain a file of Shop Drawings and Contractor Submittals.
- Keep an inspector's Daily Report book in the Village's format recording hours on the jobsite, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and a list of viewing officials. These documents will be used to create our weekly Progression Reports.
- **We are very experienced with observing and documenting pressure tests for proposed water mains. We will be on-site anytime the Contractor performs his tests and subsequent chlorination tests.**

Our office understands that the Resident Engineer and other field engineers will not authorize any deviation from the Contract Documents except upon written instructions from the Village.

Task 5 – Construction Documentation

As part of our construction services, Hancock Engineering will provide comprehensive documentation.

This involves maintaining orderly files of correspondence that include:

- | | |
|-------------------------------------|--|
| ○ Preconstruction Minutes | ○ Correspondence with Public Utilities and other Agencies |
| ○ Daily Project Diary | ○ Pertinent information for Contractors, Sub-Contractors, and major material suppliers |
| ○ Weekly Progress Reports | ○ Shop drawings |
| ○ Traffic Protection Reports | ○ QC/QA Reports |
| ○ Quantity Book | ○ Pressure Test Results |
| ○ Minutes from Development Meetings | |
| ○ Contract Documents | |
| ○ CDBG Forms and Reports | |
| ○ Chlorination Results | |

Task 6 – Construction Project Close-Out

Hancock Engineering acknowledges that it is in all parties' best interests to have the project closed out as efficiently as possible. It is our policy to complete a preliminary "Pre-Final" inspection in

PROJECT APPROACH

which we provide the Contractor with a list of deficiencies that must be corrected prior to project close-out. As part of this inspection, we will, at a minimum:

- Open all drainage structures and verify their cleanliness
- Inspect all concrete items for cracking and/or ponding
- Inspect all sodded parkways to ensure knitted seams and proper drainage
- Verify that all domestic water service boxes are keyable
- Capture photographs of the improvements

Once these items have been corrected, we will invite the Village to conduct a Final Inspection. If any items are found to need correction, we will provide instruction to the Contractor to correct the issues. After all items have been amended, we will make a recommendation to the Village concerning project acceptance.

Record drawings in CAD and PDF format will be furnished to the Village prior to project close-out.

Our office understands that the Village will be assisting with the project close-out. We will assist the Village with the process as requested during the designated time frame to ensure this project is closed out **within 60 days** of final completion.

Organizational Chart

Hancock Engineering employs well-trained engineers that work together to form a company with the reputation of working efficiently and professionally to address the concerns of our municipalities and their constituents of local businesses, schools, and homeowners. Hancock Engineering employees are very aware that to provide our standard of service, we must understand and reflect the views and intention of the municipality.



Client/Project Manager
Mark Volk, P.E. Vice-President

Resident Engineer
Jeff Kearney

Field Engineer
Drew Sciarini

Jeff Kearney
Senior Engineering Technician

Education

Bachelor of Science in Industrial Technology, Illinois State University, 1992

Work Experience

Hancock Engineering. – 1998 to present

Illinois Department of Transportation. – 1992 to 1998

Certifications/Registrations/Technical Training

- IDOT Documenting Certification
- ICORS Certified

Professional Experience

Jeff has been in the civil engineering business for over 25 years, including six years working as a Resident Engineer for the State of Illinois. He has amassed tremendous experience in serving as Resident Engineer for a multitude of locally funded and State funded projects. He is an IDOT certified documenter and has mastered the “art” of project close-out. Jeff has recently overseen the construction of a Federally Funded bicycle path in the Village of Melrose Park. Jeff brings a wealth of experience to our projects and is a very valued member of our team.

Recent Engineering projects include:

- 2018 Watermain Replacement, Bensenville
 - Resident Engineer for approximate \$1.3 Million Dollar watermain improvements within the Village of Bensenville. The project was spread across four residential streets. One of the roadways, Washington Street had the Bridgeway Complex, a senior residence facility, that Jeff provided continual communication with to ensure all residents were kept safe and received minimal disturbance.
- Custer Avenue Improvements (STP), Brookfield
 - Resident Engineer for approximate \$2 Million Dollar Federally Funded Roadway project on the south limits of the Village of Brookfield. The project shares a border with the Village of Lyons and required constant communication with both villages. The project included roadway resurfacing, reconstruction and sewer replacement
- IL RTE 64 Commuter Bike Path (STP), Melrose Park
 - Construction Inspector for approximate \$2 Million Dollar bike path project along North Avenue through the Village of Melrose Park. The project had several crossings of railroad property and fronted many businesses. Jeff was in constant contact with the business owners to ensure there were minimal disruptions.
- MESDT Roadway, Watermain, and Sewer Improvements, Village of Glen Ellyn

PROJECT TEAM

- Resident Engineer for \$3.5 Million Dollar improvements on five roadways within the Village of Glen Ellyn. The project included approximately 3,000 feet of PVCO watermain replacement on residential streets. Jeff worked hand-in-hand with the water department to ensure that no water service was disrupted without 48-hour notice.
- Overhill Avenue Improvements (STP), Norridge
 - Resident Engineer for Federally funded roadway reconstruction projects valued at approximately \$2 Million. The project includes full-depth asphalt pavement, installation of storm sewer system, replacement of water main and installation of street lighting.
- Montrose LAFO Improvements, Norridge
 - Resident Engineer for Federally funded roadway resurfacing project valued at approximately \$800,000. The project includes milling and resurfacing of asphalt roadway, replacement of intermittent curb and gutter, sidewalk, driveway, and other landscaping items. The project also included the installation of storm sewer improvements.
- St Charles Roadway, Maywood
 - Resident Engineering Services for a federally funded roadway improvement project. The improvements consisted of the milling and resurfacing and/or reconstructing of approximately a mile of deteriorated roadway, curb and gutter replacement, sidewalk improvements, and storm sewer installation. The project was valued at approximately \$ 3 Million.
- Balmoral Avenue Improvements, Westchester
 - Field Engineering Services for a federally funded roadway improvement project. The improvements consisted of the milling and resurfacing and/or reconstructing of approximately a mile of deteriorated roadway, curb and gutter replacement, sidewalk improvements, and storm sewer installation. The project was valued at \$ 1.1 Million.
- Southwest Highway Improvements, Oak Lawn
 - Field Engineering Services for a federally funded roadway improvement project. The improvements consisted of the milling and resurfacing and/or reconstructing of approximately half a mile of deteriorated roadway, curb and gutter replacement, sidewalk improvements, and storm sewer installation. The project was valued at \$ 700,000.
- Fifth Avenue Roadway Improvements, Maywood
 - Resident Engineering Services for a locally roadway reconstruction project. The improvements consisted of the milling and resurfacing the center two lanes of an existing roadway and reconstructing the outside two lanes, including replacing curb and gutter, sidewalk improvements, and storm sewer installation. Additionally, watermain improvements were also completed. The project was valued at approximately \$ 5 Million.

Drew Sciarini
Engineer

Education

Bachelor of Science in Civil Engineering, Bradley University, 2019

Work Experience

Hancock Engineering – 2019 to present

Affiliations/Memberships

American Society of Civil Engineers, Student Member

Professional Experience

Drew Sciarini served as an intern for Hancock Engineering prior to obtaining full-time employment upon graduation. As an intern, Drew assisted our team with field inspection for a \$2 Million Watermain and Roadway Improvement project for the Village of LaGrange Park. His tasks included:

- Supervising field work to ensure projects were built according to specifications.
- Coordinating with Director of Public Works with daily updates as to project's progress.
- Working directly with contractors in field to identify and resolve design conflicts.
- Becoming familiar with GPS and Total Station surveying equipment to complete site layout prior to construction.
- Collected quantities to guarantee correct distribution of project funds.

Recent Engineering projects include:

- Assisted Design Engineer with Quantity take-off for Paving project within the Village of River Grove
- Completed Long-Term Operation and Maintenance Program and Private Sector Plans for several Clients to satisfy MWRD requirements.
- Completed Invest in Cook Application for the Village of River Grove's Palmer Street and West Street Roadway and Utility Improvements, including preliminary design and Engineer's Opinion of Probable Cost
- Served as member of topographic survey team for watermain project in LaGrange Park, alley improvements in Melrose Park, and various other design projects throughout the Chicagoland area.

PROJECT SCHEDULE

Project Timeline

Hancock Engineering understands the necessity for this project to be completed in an expeditious manner. We understand the Village expects construction of this project to begin in late March of this year.

We have analyzed the necessary construction tasks and associated timetables and evaluated our current capacity of resources. **We will be able to meet your proposed timeline.**

Engineering Task	Estimated Completion Dates
Receive Award of Contract	March 10, 2020 (Assumed)
Pre-Construction Meeting with Contractors	About March 11, 2020
Verify Contractor's Initial Layout	About March 21, 2020
Begin Full-Time Construction Observation	About March 30, 2020
Submit First Progression Report (submitted weekly)	April 3, 2020
Hold 1 st Development Meeting (Biweekly)	April 13, 2020
Contractor to substantially complete work	July 31, 2020
Complete Preliminary Project Punch-list	August 15, 2020*
Conduct Final Job Walk-Thru with Village	September 30, 2020
Submit Preliminary Project Documents to Village	September 15, 2020
Submit Final Project Documentation to Village	October 31, 2020

*Early project completion possible under good conditions. Landscaping may carry into the fall.

Hancock Engineering has a strong history of providing exceptional construction engineering services in a prompt and timely manner. Hancock Engineering has the staff available to work on this construction project to meet this proposed schedule.

PROPOSED COST

Hourly Rate Breakdown

Hancock Engineering has submitted a Proposal for the completion of Construction Engineering services for the 2020 Watermain Improvements project within the Village of Bensenville, Illinois.

Projected Hours per Employee	Volk	Kearney	Sciarini
Pre-Construction	20	20	0
During Construction	142	160	520
Post-Construction	40	40	0
Total Projected Hours	942		

Proposed Fees

Hancock Engineering submits the following Hourly, Not-To Exceed amounts:

- **Total NTE cost for Construction Engineering Services:** **\$106,146**
- **Material Testing (Rubino) Costs:** **\$5,900**
- **Total Estimated Fee, CE Services and Sub-Consultants:** **\$112,046**

This Not-to-Exceed cost will cover services outlined in this document for the **2020 Watermain Improvement Project** in Bensenville. We have included costs for coordinating material testing, We will charge only the actual cost to the Village without any markup or additional cost for administering the subcontracts.

Hancock Engineering acknowledges that “no cost overruns or additional charges” will be made unless previously authorized by the Village of Bensenville. Furthermore, Hancock Engineering does not anticipate billing for any additional work within the scope of this project, but if the necessity arises, we acknowledge that prior approval must be granted from the Village.

PROPOSED COST

Construction Engineering Costs

Preconstruction Engineering Services

Volk	20 hrs	\$143/hr	\$ 2,860
Kearney	20 hrs	\$118/hr	\$ 2,360

During Construction Engineering Services (17 Weeks)

Volk	142 hrs	\$143/hr	\$20,306
Kearney	160 hrs	\$118/hr	\$18,880
Sciarini	520 hrs	\$93/hr	\$48,360

Post Construction (Including Landscaping) Engineering Services

Volk	40 hrs	\$143/hr	\$ 5,720
Kearney	40 hrs	\$118/hr	\$ 4,720

CADD – As-Builts

Burns	30 hrs	\$98/hr	\$ 2,940
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Total NTE Cost for Construction Engineering Services: \$106,146

Material Testing (Rubino) Costs

Proportioning and Testing of Materials, Concrete Strengths, Asphalt Compaction or Density Tests	\$ 5,900*
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Total Sub-Consultant Costs \$5,900*

Total Hourly, Not-To-Exceed Cost

Including Construction Engineering and Sub-Consultant Fees: \$112,046*

PROPOSED COST

Hourly Rates

PERSONNEL CLASSIFICATION	(Team Members)	TOTAL BILLING RATE
ENGINEER –VI	(Volk)	\$ 143.00
ENGINEER -V		\$ 133.00
ENGINEER -IV		\$ 123.00
ENGINEER -III		\$ 118.00
ENGINEER -II		\$ 105.00
ENGINEER -I	(Sciarini)	\$ 93.00
CADD MANAGER		\$ 118.00
CADD TECHNICIAN -II		\$ 108.00
CADD TECHNICIAN -I		\$ 98.00
ENGINEERING TECHNICIAN – V	(Kearney)	\$ 118.00
ENGINEERING TECHNICIAN – IV		\$ 105.00
ENGINEERING TECHNICIAN – III		\$ 85.00
ENGINEERING TECHNICIAN – II		\$ 65.00
ENGINEERING TECHNICIAN – I		\$ 40.00
ADMINISTRATIVE ASSISTANT		\$ 65.00

Note: The Schedule of Hourly Rates are subject to change annually as of March 1st. The most current Schedule of Hourly Rates will be in effect at the date of service.

*All hourly rates include costs for out-of-pocket expenses including mileage, tolls, photocopying, etc. and no additional compensation will be sought for these items. **Hancock Engineering has no hidden fees.***

If the Village seeks actual employee rates, we can provide these numbers at your request.

February 27, 2020

To: Chris Baker
Edwin Hancock Engineering Co.
9933 Roosevelt Road
Westchester, IL 60154

Re: **QA Construction Materials Testing Services**
2020 Water Main Improvements, Phase III
Bensenville, IL

Proposal No. Q20.086

Via email: cbaker@ehancock.com

Dear Mr. Baker,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA construction materials testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from you via email on February 27, 2020 and the following outlines our understanding of the requested scope of services:

Project Name and Description

2020 Water Main Improvements, Bensenville

General Scope of Services

BITUMINOUS PAVING AND EXTERIOR CONCRETE

- QA Field testing of uncured concrete – Slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured concrete – Strength
- QA Field testing of hot mix asphalt (HMA) – Density by the nuclear method
- QA Laboratory testing of HMA – Bulk SG, Max SG, and Loss on Ignition

Extras

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

Based on your email on February 27, 2020, the following summarizes our estimate for testing and is subject to change based on final scheduling:

Material	Estimated Number of trips	Half / Full Day *
BITUMINOUS PAVING	6	Half (4 hours)
CONCRETE	3	Half (4 hours)

***Portal to Portal**

FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request. The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

2020 Water Main Improvements, Phase III, Bensenville								
Item Description	Quantity	Unit	Material Tester 1 (hr)	Vehicle (day)	Project Manager (hr)	Nuc Density Gauge (day)	Cylinders (each)	Sample Pickup
			\$98.00	\$65.00	\$125.00	\$44.00	\$17.00	\$250.00
Hot-Mix Asphalt Binder Course, IL-19.0, N50	3,101	TONS	8	2	1	2		
Hot-Mix Asphalt Surface Course, Mix "D", N50	1,552	TONS	8	2	1	2		
Hot-Mix Asphalt Driveway Pavement, 5"	1,059	SY	4	1	0.5	1		
Prime Coat	30,000	POUNDS	4	1	0.5			
Portland Cement Concrete Sidewalk, 5 inch	3,524	SF	4	1	0.5		5	1
Combination Curb & Gutter, R&R	2,099	FOOT	8	2	1		10	2
			36	9	4.5	5	15	3
GRAND TOTAL = \$5,900.50			\$3,528.00	\$685.00	\$662.50	\$220.00	\$255.00	\$750.00

PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

<https://rubinoeng.com/schedule-field-testing>

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

Please call the office with any questions or changes to the schedule 8am to 4pm. After hours calls can go to Tim Dunne's cell phone at 847-343-0749.

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President

michelle.lipinski@rubinoeng.com

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS _____	DAY OF _____	, 20__.
BY (please print): _____		
TITLE: _____		
COMPANY: _____		
SIGNATURE: _____		

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:

() Copies To: _____ Attn: _____ Email: _____	() Copies To: _____ Attn: _____ Email: _____
() Copies To: _____ Attn: _____ Email: _____	() Copies To: _____ Attn: _____ Email: _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.

Schedule of Construction Materials Testing Services & Fees through December 1, 2020 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES

Compression testing of concrete, mortar and grout specimens by ASTM procedures	Per Cylinder	\$ 17.00
Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4) (Does not include vehicle charge)	Per hour	\$ 92.00
Asphalt		
Maximum Theoretical Specific Gravity	Each	\$ 110.00
Bulk Specific Gravity	Each	\$ 95.00
Ignition Oven Test / Reflux Extraction + Sieve Analysis	Each	\$ 126.00
Core Densities	Each	\$ 45.00
Sieve Analysis (Washed)	Each	\$ 90.00
Sample preparation for the above tests	Each	\$ 40.00

MATERIAL TESTER - 1 - Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Per Hour	\$ 98.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 147.00
Per Hour Overtime Sundays and Holidays	\$ 196.00

MATERIAL TESTER - 2 - Field inspection of fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

Per Hour	\$ 102.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 153.00
Per Hour Overtime Sundays and Holidays	\$ 204.00

EQUIPMENT CHARGES

Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gauge	Per Day	\$ 44.00

ENGINEERING SERVICES

Principal Engineer	Per Hour	\$ 185.00
Project Engineer/Manager	Per Hour	\$ 125.00
Administrative Assistant	Per Hour	\$ 65.00
Report Review	Each	\$ 65.00

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.

- This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 14) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
 - 15) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
 - 16) Services and fees not listed on this schedule may be quoted on request.
 - 17)

Client#: 1171577

RUBINENG

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 9/10/2019

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200		CONTACT NAME: Laurie Cloninger PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: laurie.cloninger@usi.com	
INSURED Rubino Engineering, Inc. 425-435 Shepard Dr Ste H Elgin, IL 60123		INSURER(S) AFFORDING COVERAGE INSURER A : RLI Insurance Company NAIC # 13056 INSURER B : Berkley Insurance Company 32603 INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSB0003777	09/01/2019	09/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PSA0001881	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0002142	09/01/2019	09/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PSW0002789	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			AEC903377800	09/01/2019	09/01/2020	\$2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

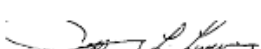
Professional Liability is written on a 'claims made' policy form.

Some or all officers are excluded from Workers Compensation coverage.

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

CERTIFICATE HOLDER

CANCELLATION

Rubino Engineering, Inc.	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 
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GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

STANDARD TERMS AND CONDITIONS

For purposes of this Agreement, the Subconsultant shall be defined as: Rubino Engineering, Inc.

RESPONSIBILITY OF SUBCONSULTANT – Subconsultant will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

CHANGES IN SCOPE – Hancock Engineering reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the Subconsultant and Hancock Engineering shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. No Extra Work shall be undertaken by the Subconsultant without prior written authorization from the Hancock Engineering.

SUSPENSION OF SERVICES – Hancock Engineering may, at any time, by written order to Subconsultant (Suspension of Services Order) require Subconsultant to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Subconsultant shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Hancock Engineering, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order.

TERMINATION – This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Hancock Engineering, under the same terms, whenever Hancock Engineering shall determine that termination is in its best interests. Costs incurred by Subconsultant shall be reimbursed by Hancock Engineering.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

COMPLIANCE WITH LAWS – The Subconsultant will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

DELAYS – Subconsultant will not be liable for the delays due to force majeure or any conditions beyond its control.

DISPUTE RESOLUTION – Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

HAZARDOUS MATERIALS/POLLUTANTS – Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site.

RIGHT OF ACCESS – Subconsultant shall have access to the job site in order to perform its work.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

SEVERABILITY – Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Hancock Engineering and Subconsultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by the law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS – If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

STANDARD OF CARE – The standard of care for all professional engineering, survey or related professional services performed or furnished by the Subconsultant under this agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

REUSE OF DOCUMENTS – All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Subconsultant pursuant to this Agreement are intended for use on the Project only. They cannot be used by Hancock Engineering or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Subconsultant, shall be at Hancock Engineering's, or others, sole risk.

SUBCONTRACTS – Subconsultant may subcontract portions of the work, but each subcontractor must be approved by Hancock Engineering in writing.

PAYMENT

Hancock Engineering shall be invoiced once each month for work performed during the preceding period. Hancock Engineering will pay each invoice to the Subconsultant within fifteen (15) days of receiving payment from its Client (Village).

INSURANCE – Subconsultant will maintain insurance coverage in the following minimum amounts:

- Professional Liability - \$2,000,000 per claim/aggregate
- General Liability –
 1. 1,000,000 Each Occurrence – Bodily Injury
 2. 1,000,000 Each Occurrence – Property Damage
 3. 2,000,000 Aggregate
- Automotive Liability (including non-ownership and hired car coverage) - \$1,000,000 Per Person/Per Occurrence
- Employer's Liability - \$500,000 Each
- Worker's Compensation – Per Statutory

INDEMNIFICATION

Subconsultant shall indemnify and hold harmless Hancock Engineering from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Subconsultant.

Hancock Engineering shall indemnify and hold harmless Subconsultant under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for person injuries (including death) or property damage arising out of the sole negligent act, error omission of Hancock Engineering.

In the event of joint or concurrent negligence of Subconsultant and Hancock Engineering, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**March 17, 2020**DESCRIPTION:**

Consideration of a Resolution Authorizing the Award of a Construction Contract for the 2020 Village Watermain Replacement Project to Swallow Construction Corporation in the Amount of \$2,062,407.18

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

March 17, 2020

BACKGROUND:

In recent years, as the Village moves towards adopting a complete street policy, the Village staff has focused on improving the infrastructure as a whole for any street project including but not limited to pavement, C&G, sidewalk, underground utilities, aesthetics, bicycle accommodations, etc. Based on the age of the watermain (1960s) and break history the Village staff has identified Hillside Drive as a candidate for watermain replacement project. The project limits are along Hillside Dr are from IL-83 to east end. The watermain in the proposed project area is original which was installed in 1960s and nearing its useful life cycle. Furthermore, the Pavement Condition Index evaluation study performed in 2017 indicate the average PCI of all different segments of Hillside Dr is forty (40). The PCI ratings falls in the rehabilitation category of Mill, patch and overlay but given the study is now over 2.5 years old, staff feels full-depth pavement replacement will be a better approach.

KEY ISSUES:

Bids were received on March 5, 2020 for the project. Five (5) contractors submitted bids. Swallow Construction submitted the lowest responsible bid. A summary of the results is included below.

Contractor	Bid Amount	Rank
Swallow Construction Corp	\$2,062,407.18	1
John Neri Construction	\$2,083,710.50	2
Acqua Contractors	\$2,100,000.00	3
Performance Construction & Engineering	\$2,558,244.00	4
Mauro Sewer Construction	\$2,579,865.00	5
Engineer's Estimate	\$2,119,270.50	N/A

ALTERNATIVES:

Discretion of the Committee

RECOMMENDATION:

Award to Swallow Construction Corporation in the amount of \$2,062,407.18

BUDGET IMPACT:

In CY-2020, a total of \$1,816,000 is budgeted for this project in utility fund account 51080860-596000. The overage can be supplemented by the \$74,000 in savings resulted in the construction engineering contract for the same project. Staff will continue to find savings in the contract during construction.

One of the major difference attributing to the increase from last year is the increase in concrete related items. Other increases are attributed to water service prices.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Award of a Construction Contract for the 2020 Village Watermain Replacement Project to Swallow Construction Corporation in the amount of \$2,062,407.18.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	3/9/2020	Resolution Letter
Location Map	3/9/2020	Backup Material
bid tab	3/9/2020	Backup Material

RESOLUTION NO.

**AUTHORIZING AN AWARD OF A CONSTRUCTION CONTRACT FOR
THE 2020 VILLAGE WATERMAIN REPLACEMENT PROJECT
TO SWALLOW CONSTRUCTION CORPORATION
IN THE AMOUNT OF \$2,062,407.18**

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 Hillside Dr as the candidate for the 2020 Village Watermain Improvement Project; and

WHEREAS the 2017 pavement condition index (PCI) ratings of Hillside drive is forty (40); and

WHEREAS the project was advertised for bid on Feb 20, 2020 with a bid opening date of March 5, 2020; and

WHEREAS Swallow Construction Corporation of Downers Grove, IL submitted the lowest responsible bid at the March 5, 2020 bid opening in the amount of \$2,062,407.18.

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 2020 Village Watermain Improvements Project to Swallow Construction Corporation in the amount of \$2,062,407.18

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 24, 2020.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



Village of Bensenville

2020 Water Main Improvement





JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

March 6, 2020

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

Re: Village of Bensenville
2020 Water Main Improvements Project
Recommendation of Award

Dear Mr. Caracci:

On March 5, 2020 at 11:00 A.M., the Village of Bensenville received and opened five (5) proposals submitted for the **2020 Water Main Improvements 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 no calculation errors in any of the bid amounts.

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

- | | |
|---|----------------|
| 1) Swallow Construction Corporation | \$2,062,407.18 |
| 2) John Neri Construction Company, Inc. | \$2,083,710.50 |
| 3) Acqua Contractors | \$2,100,000.00 |
| 4) Performance Construction & Engineering | \$2,558,244.00 |
| 5) Mauro Sewer Construction, Inc. | \$2,579,865.00 |

The lowest bid was submitted by Swallow Construction Corporation of Downers Grove, Illinois. Their proposal in the amount of \$2,062,407.18 is 2.7% less than our engineer's estimate of \$2,119,270.50. The largest item contributing to the decrease was:

- | | |
|--|-------------|
| • Hot-Mix Asphalt Binder Course, IL-19.0, N50 (Item #13) | \$37,212.00 |
| • Zinc Coated Ductile Iron Water Main 8" (Item # 24) | \$29,729.00 |

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

Our firm has personal experience working with Swallow Construction Corporation 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 Swallow Construction Corporation is qualified to perform the work.

This review concludes that the low bid of \$2,062,407.18 from Swallow Construction Corporation is reasonable and responsible. Therefore, it is our recommendation that the contract for the

construction of the 2020 Water Main Improvements Project be awarded to Swallow Construction Corporation of Downers Grove in the amount of \$2,062,407.18.

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: 2020 WATER MAIN IMPROVEMENTS PROJECT
JOB NO. 1596

BID TABULATION SHEET

BIDS OPENED: MARCH 5, 2020 BID AT 11:00 A.M.

ITEM NO.	PAY ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		SWALLOW CONSTRUCTION CORP.		LOW BID COMPARISON		UNIT PRICE COMPARISON			
				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	\$220.00	\$1,100.00	\$45.00	\$225.00	\$100.00	\$500.00	\$274.00	\$256.67
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,177	\$35.00	\$41,195.00	\$40.00	\$47,080.00	\$5.00	\$5,885.00	\$25.00	\$49.00	\$36.20	\$35.67
3	CONTAMINATED WASTE DISPOSAL	CU YD	50	\$100.00	\$5,000.00	\$1.00	\$50.00	(\$99.00)	(\$4,950.00)	\$1.00	\$150.00	\$85.20	\$91.67
4	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1,310	\$4.00	\$5,240.00	\$3.50	\$4,585.00	(\$0.50)	(\$655.00)	\$1.50	\$9.00	\$5.60	\$5.83
5	SUPPLEMENTAL WATERING	UNIT	318	\$20.00	\$6,360.00	\$0.01	\$3.18	(\$19.99)	(\$6,356.82)	\$0.01	\$100.00	\$22.20	\$3.67
6	INLET FILTERS	EACH	29	\$175.00	\$5,075.00	\$55.00	\$1,595.00	(\$120.00)	(\$3,480.00)	\$55.00	\$250.00	\$143.00	\$136.67
7	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	440	\$50.00	\$22,000.00	\$42.00	\$18,480.00	(\$8.00)	(\$3,520.00)	\$25.00	\$72.00	\$50.40	\$51.67
8	PREPARATION OF BASE	SQ YD	13,080	\$2.00	\$26,160.00	\$0.60	\$7,848.00	(\$1.40)	(\$18,312.00)	\$0.55	\$2.50	\$1.33	\$1.20
9	AGGREGATE BASE REPAIR	TON	655	\$35.00	\$22,925.00	\$34.00	\$22,270.00	(\$1.00)	(\$655.00)	\$15.00	\$48.00	\$32.40	\$33.00
10	AGGREGATE FOR TEMPORARY ACCESS	TON	1,155	\$20.00	\$23,100.00	\$1.00	\$1,155.00	(\$19.00)	(\$21,945.00)	\$1.00	\$40.00	\$13.00	\$8.00
11	BITUMINOUS MATERIALS (TACK COAT)	POUND	5,900	\$0.20	\$1,180.00	\$0.01	\$59.00	(\$0.19)	(\$1,121.00)	\$0.01	\$0.50	\$0.12	\$0.02
12	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	175	\$15.00	\$2,625.00	\$19.25	\$3,368.75	\$4.25	\$743.75	\$10.00	\$25.00	\$18.65	\$19.42
13	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	3,101	\$77.00	\$238,777.00	\$65.00	\$201,565.00	(\$12.00)	(\$37,212.00)	\$65.00	\$74.50	\$68.70	\$68.00
14	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	1,552	\$81.00	\$125,712.00	\$73.50	\$114,072.00	(\$7.50)	(\$11,640.00)	\$73.00	\$85.00	\$77.90	\$77.17
15	BITUMINOUS MATERIALS (PRIME COAT)	POUND	30,000	\$0.20	\$6,000.00	\$0.01	\$300.00	(\$0.19)	(\$5,700.00)	\$0.01	\$0.10	\$0.03	\$0.02
16	PROTECTIVE COAT	SQ YD	955	\$1.50	\$1,432.50	\$2.00	\$1,910.00	\$0.50	\$477.50	\$1.00	\$2.00	\$1.65	\$1.75
17	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	103	\$70.00	\$7,210.00	\$84.35	\$8,688.05	\$14.35	\$1,478.05	\$79.00	\$85.00	\$83.27	\$84.12
18	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	3,524	\$6.00	\$21,144.00	\$8.35	\$29,425.40	\$2.35	\$8,281.40	\$8.00	\$10.00	\$8.67	\$8.45
19	DETECTABLE WARNINGS	SQ FT	180	\$30.00	\$5,400.00	\$22.00	\$3,960.00	(\$8.00)	(\$1,440.00)	\$22.00	\$45.00	\$31.40	\$30.00
20	HOT-MIX ASPHALT SURFACE REMOVAL, 6"	SQ YD	12,907	\$6.50	\$83,895.50	\$6.00	\$77,442.00	(\$0.50)	(\$6,453.50)	\$6.00	\$6.50	\$6.10	\$6.00
21	DRIVEWAY PAVEMENT REMOVAL	SQ YD	1,175	\$10.00	\$11,750.00	\$2.50	\$2,937.50	(\$7.50)	(\$8,812.50)	\$2.50	\$18.00	\$10.10	\$10.00
22	SIDEWALK REMOVAL	SQ FT	3,921	\$2.50	\$9,802.50	\$1.05	\$4,117.05	(\$1.45)	(\$5,685.45)	\$1.05	\$5.00	\$2.66	\$2.42
23	CLASS D PATCHES, 6 INCH, SPECIAL	SQ YD	43	\$75.00	\$3,225.00	\$99.00	\$4,257.00	\$24.00	\$1,032.00	\$81.00	\$150.00	\$104.60	\$97.33
24	ZINC COATED DUCTILE IRON WATER MAIN 8"	FOOT	4,247	\$90.00	\$382,230.00	\$83.00	\$352,501.00	(\$7.00)	(\$29,729.00)	\$70.00	\$110.00	\$88.80	\$88.00
25	SELECT GRANULAR BACKFILL	CU YD	3,586	\$40.00	\$143,440.00	\$41.00	\$147,026.00	\$1.00	\$3,586.00	\$30.00	\$45.00	\$37.40	\$37.33
26	STEEL CASING PIPE, 16"	FOOT	348	\$100.00	\$34,800.00	\$120.00	\$41,760.00	\$20.00	\$6,960.00	\$1.00	\$179.00	\$116.60	\$134.33
27	WATER SERVICE, NEAR SIDE, 1 1/2"	EACH	40	\$2,500.00	\$100,000.00	\$3,500.00	\$140,000.00	\$1,000.00	\$40,000.00	\$1,950.00	\$3,500.00	\$2,520.00	\$2,383.33
28	WATER SERVICE, FAR SIDE, 1 1/2"	EACH	51	\$3,500.00	\$178,500.00	\$4,000.00	\$204,000.00	\$500.00	\$25,500.00	\$2,650.00	\$4,000.00	\$3,300.00	\$3,283.33
29	WATER SERVICE LINE 1"	FOOT	250	\$20.00	\$5,000.00	\$36.80	\$9,200.00	\$16.80	\$4,200.00	\$10.00	\$65.00	\$36.56	\$35.93
30	WATER MAIN CONNECTION "A" (NON-PRESSURE)	LSUM	1	\$6,000.00	\$6,000.00	\$6,750.00	\$6,750.00	\$750.00	\$750.00	\$2,100.00	\$24,000.00	\$10,110.00	\$8,150.00
31	WATER MAIN CONNECTION "B" (NON-PRESSURE)	LSUM	1	\$4,500.00	\$4,500.00	\$6,600.00	\$6,600.00	\$2,100.00	\$2,100.00	\$2,400.00	\$25,000.00	\$10,530.00	\$8,416.67
32	WATER MAIN CONNECTION "C" (NON-PRESSURE)	LSUM	1	\$4,500.00	\$4,500.00	\$6,600.00	\$6,600.00	\$2,100.00	\$2,100.00	\$2,400.00	\$24,000.00	\$10,130.00	\$8,083.33
33	WATER MAIN CONNECTION "D" (NON-PRESSURE)	LSUM	1	\$6,000.00	\$6,000.00	\$6,250.00	\$6,250.00	\$250.00	\$250.00	\$4,500.00	\$30,000.00	\$11,580.00	\$7,800.00
34	WATER MAIN CONNECTION "E" (NON-PRESSURE)	LSUM	1	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$4,500.00	\$28,000.00	\$11,130.00	\$7,716.67
35	WATER MAIN CONNECTION "F" (NON-PRESSURE)	LSUM	1	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00	\$4,000.00	\$4,000.00	\$2,600.00	\$24,000.00	\$10,110.00	\$7,983.33
36	WATER MAIN CONNECTION "G" (NON-PRESSURE)	LSUM	1	\$4,500.00	\$4,500.00	\$7,000.00	\$7,000.00	\$2,500.00	\$2,500.00	\$2,100.00	\$25,000.00	\$10,360.00	\$8,233.33
37	WATER MAIN CONNECTION "H" (NON-PRESSURE)	LSUM	1	\$4,500.00	\$4,500.00	\$8,000.00	\$8,000.00	\$3,500.00	\$3,500.00	\$2,400.00	\$25,000.00	\$10,620.00	\$8,566.67
38	WATER MAIN CONNECTION "I" (NON-PRESSURE)	LSUM	1	\$4,500.00	\$4,500.00	\$9,000.00	\$9,000.00	\$4,500.00	\$4,500.00	\$2,100.00	\$25,000.00	\$10,760.00	\$8,900.00
39	WATER MAIN CONNECTION "J" (NON-PRESSURE)	LSUM	1	\$4,500.00	\$4,500.00	\$6,500.00	\$6,500.00	\$2,000.00	\$2,000.00	\$2,100.00	\$25,000.00	\$10,260.00	\$8,066.67
40	WATER MAIN CONNECTION "K" (NON-PRESSURE)	LSUM	1	\$4,500.00	\$4,500.00	\$8,000.00	\$8,000.00	\$3,500.00	\$3,500.00	\$2,250.00	\$25,000.00	\$10,590.00	\$8,566.67

VILLAGE OF BENSENVILLE: 2020 WATER MAIN IMPROVEMENTS PROJECT
JOB NO. 1596

BID TABULATION SHEET

BIDS OPENED: MARCH 5, 2020 BID AT 11:00 A.M.

ITEM NO.	PAY ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		SWALLOW CONSTRUCTION CORP.		LOW BID COMPARISON		UNIT PRICE COMPARISON			
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT DIFF.	BID DIFF.	LOW UNIT PRICE	HIGH UNIT PRICE	AVE. UNIT PRICE	WEIGHTED AVE. UNIT PRICE
41	WATER MAIN CONNECTION "L" (NON-PRESSURE)	LSUM	1	\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00	\$500.00	\$500.00	\$3,600.00	\$25,000.00	\$10,710.00	\$8,316.67
42	GATE VALVE 8", VALVE VAULT 5' DIA., TYPE 1 FRAME, CLOSED LID	EACH	17	\$5,000.00	\$85,000.00	\$3,325.00	\$56,525.00	(\$1,675.00)	(\$28,475.00)	\$3,325.00	\$8,000.00	\$5,375.00	\$5,183.33
43	GATE VALVE 12", VALVE VAULT 5' DIA., TYPE 1 FRAME, CLOSED LID	EACH	2	\$6,000.00	\$12,000.00	\$4,500.00	\$9,000.00	(\$1,500.00)	(\$3,000.00)	\$4,500.00	\$9,000.00	\$6,740.00	\$6,733.33
44	FIRE HYDRANTS TO BE REMOVED	EACH	11	\$800.00	\$8,800.00	\$85.00	\$935.00	(\$715.00)	(\$7,865.00)	\$85.00	\$800.00	\$487.00	\$516.67
45	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	10	\$4,500.00	\$45,000.00	\$7,500.00	\$75,000.00	\$3,000.00	\$30,000.00	\$6,000.00	\$10,000.00	\$7,150.00	\$6,583.33
46	DOMESTIC WATER METER VAULTS TO BE REMOVED	EACH	31	\$200.00	\$6,200.00	\$674.00	\$20,894.00	\$474.00	\$14,694.00	\$100.00	\$674.00	\$404.80	\$416.67
47	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1	\$200.00	\$200.00	\$84.00	\$84.00	(\$116.00)	(\$116.00)	\$84.00	\$200.00	\$156.80	\$166.67
48	SANITARY SERVICE TO BE ADJUSTED	EACH	15	\$1,000.00	\$15,000.00	\$265.00	\$3,975.00	(\$735.00)	(\$11,025.00)	\$200.00	\$2,250.00	\$853.00	\$605.00
49	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	2	\$1,500.00	\$3,000.00	\$930.00	\$1,860.00	(\$570.00)	(\$1,140.00)	\$930.00	\$2,000.00	\$1,476.00	\$1,483.33
50	FRAMES AND GRATES, TYPE 23	EACH	4	\$350.00	\$1,400.00	\$355.00	\$1,420.00	\$5.00	\$20.00	\$350.00	\$675.00	\$466.00	\$435.00
51	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	1	\$350.00	\$350.00	\$265.00	\$265.00	(\$85.00)	(\$85.00)	\$265.00	\$450.00	\$368.00	\$375.00
52	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	7	\$350.00	\$2,450.00	\$265.00	\$1,855.00	(\$85.00)	(\$595.00)	\$265.00	\$450.00	\$368.00	\$375.00
53	REMOVING INLETS	EACH	2	\$500.00	\$1,000.00	\$443.00	\$886.00	(\$57.00)	(\$114.00)	\$100.00	\$443.00	\$218.60	\$183.33
54	VALVE BOXES TO BE FILLED	EACH	13	\$300.00	\$3,900.00	\$34.00	\$442.00	(\$266.00)	(\$3,458.00)	\$34.00	\$200.00	\$107.80	\$101.67
55	VALVE VAULTS TO BE FILLED	EACH	6	\$400.00	\$2,400.00	\$220.00	\$1,320.00	(\$180.00)	(\$1,080.00)	\$200.00	\$400.00	\$284.00	\$273.33
56	CONCRETE CURB, TYPE B	FOOT	20	\$15.00	\$300.00	\$51.50	\$1,030.00	\$36.50	\$730.00	\$35.00	\$79.00	\$50.30	\$45.83
57	SIGN PANEL - TYPE 1	SQ FT	100	\$32.00	\$3,200.00	\$18.00	\$1,800.00	(\$14.00)	(\$1,400.00)	\$18.00	\$100.00	\$39.60	\$26.67
58	TELESCOPING STEEL SIGN SUPPORT	FOOT	24	\$25.00	\$600.00	\$15.50	\$372.00	(\$9.50)	(\$228.00)	\$15.00	\$400.00	\$95.10	\$20.17
59	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	700	\$4.00	\$2,800.00	\$4.25	\$2,975.00	\$0.25	\$175.00	\$2.75	\$16.00	\$6.40	\$4.42
60	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	150	\$15.00	\$2,250.00	\$6.65	\$997.50	(\$8.35)	(\$1,252.50)	\$6.65	\$50.00	\$18.23	\$11.50
61	SODDING, SALT TOLERANT (SPECIAL)	SQ YD	10,600	\$13.00	\$137,800.00	\$12.75	\$135,150.00	(\$0.25)	(\$2,650.00)	\$11.00	\$20.00	\$14.35	\$13.58
62	STORM SEWER REMOVAL	FOOT	52	\$10.00	\$520.00	\$0.75	\$39.00	(\$9.25)	(\$481.00)	\$0.75	\$25.00	\$11.35	\$10.33
63	STORM SEWERS, PVC C-900, 12"	FOOT	52	\$40.00	\$2,080.00	\$53.00	\$2,756.00	\$13.00	\$676.00	\$53.00	\$120.00	\$90.20	\$92.67
64	SANITARY MANHOLES TO BE ADJUSTED	EACH	6	\$800.00	\$4,800.00	\$775.00	\$4,650.00	(\$25.00)	(\$150.00)	\$600.00	\$950.00	\$735.00	\$708.33
65	SANITARY MANHOLES TO TBE RECONSTRUCTED	EACH	1	\$1,500.00	\$1,500.00	\$750.00	\$750.00	(\$750.00)	(\$750.00)	\$750.00	\$2,000.00	\$1,520.00	\$1,616.67
66	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 5"	SQ YD	1,069	\$55.00	\$58,795.00	\$45.00	\$48,105.00	(\$10.00)	(\$10,690.00)	\$45.00	\$65.00	\$53.00	\$51.67
67	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	2,099	\$28.00	\$58,772.00	\$33.25	\$69,791.75	\$5.25	\$11,019.75	\$30.50	\$45.00	\$34.95	\$33.08
68	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	10	\$500.00	\$5,000.00	\$165.00	\$1,650.00	(\$335.00)	(\$3,350.00)	\$165.00	\$575.00	\$373.00	\$375.00
69	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	4	\$1,200.00	\$4,800.00	\$750.00	\$3,000.00	(\$450.00)	(\$1,800.00)	\$750.00	\$1,650.00	\$1,160.00	\$1,133.33
70	DRAINAGE STRUCTURES TO BE CLEANED	EACH	1	\$400.00	\$400.00	\$125.00	\$125.00	(\$275.00)	(\$275.00)	\$125.00	\$550.00	\$285.00	\$250.00
71	CONSTRUCTION LAYOUT	L SUM	1	\$15,000.00	\$15,000.00	\$5,500.00	\$5,500.00	(\$9,500.00)	(\$9,500.00)	\$5,500.00	\$29,950.00	\$13,490.00	\$10,666.67
72	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$40,000.00	\$40,000.00	\$70,000.00	\$70,000.00	\$30,000.00	\$30,000.00	\$68,000.00	\$250,000.00	\$127,003.96	\$105,673.27
73	STREET SWEEPING	HOOR	20	\$150.00	\$3,000.00	\$135.00	\$2,700.00	(\$15.00)	(\$300.00)	\$100.00	\$300.00	\$194.00	\$190.00
74	DUST CONTROL WATERING	UNIT	40	\$100.00	\$4,000.00	\$25.00	\$1,000.00	(\$75.00)	(\$3,000.00)	\$25.00	\$250.00	\$110.00	\$91.67
75	EXPLORATORY EXCAVATION	EACH	12	\$700.00	\$8,400.00	\$50.00	\$600.00	(\$650.00)	(\$7,800.00)	\$50.00	\$400.00	\$235.00	\$241.67
TOTAL:				\$2,119,270.50									
(1) BIDDER'S HAND ENTERED TOTAL BID						(1) \$2,062,407.18							
(2) SUMMATION OF HAND ENTERED TOTALS EXTENDED:						(2) \$2,062,407.18							
(3) DIFFERENCE IN BID SUMMATIONS:						(3) \$0.00							
(4) ACTUAL ENTERED BID:						(4) \$2,062,407.18							

VILLAGE OF BENSENVILLE: 2020 WATER MAIN IMPROVEMENTS PROJECT
JOB NO. 1596

BID TABULATION SHEET

BIDS OPENED: MARCH 5, 2020 BID AT 11:00 A.M.

ITEM NO.	PAY ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		SWALLOW CONSTRUCTION CORP.		JOHN NERI CONSTRUCTION CO., INC.		ACQUA CONTRACTORS		MAURO SEWER CONSTRUCTION, INC.	
				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	\$220.00	\$1,100.00	\$250.00	\$1,250.00	\$100.00	\$500.00	\$300.00	\$1,500.00
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,177	\$35.00	\$41,195.00	\$40.00	\$47,080.00	\$42.00	\$49,434.00	\$25.00	\$29,425.00	\$49.00	\$57,673.00
3	CONTAMINATED WASTE DISPOSAL	CU YD	50	\$100.00	\$5,000.00	\$1.00	\$50.00	\$75.00	\$3,750.00	\$100.00	\$5,000.00	\$150.00	\$7,500.00
4	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1,310	\$4.00	\$5,240.00	\$3.50	\$4,585.00	\$6.00	\$7,860.00	\$1.50	\$1,965.00	\$8.00	\$10,480.00
5	SUPPLEMENTAL WATERING	UNIT	318	\$20.00	\$6,360.00	\$0.01	\$3.18	\$1.00	\$318.00	\$0.01	\$3.18	\$100.00	\$31,800.00
6	INLET FILTERS	EACH	29	\$175.00	\$5,075.00	\$55.00	\$1,595.00	\$150.00	\$4,350.00	\$125.00	\$3,625.00	\$135.00	\$3,915.00
7	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	440	\$50.00	\$22,000.00	\$42.00	\$18,480.00	\$45.00	\$19,800.00	\$25.00	\$11,000.00	\$72.00	\$31,680.00
8	PREPARATION OF BASE	SQ YD	13,080	\$2.00	\$26,160.00	\$0.60	\$7,848.00	\$2.50	\$32,700.00	\$1.00	\$13,080.00	\$2.00	\$26,160.00
9	AGGREGATE BASE REPAIR	TON	655	\$35.00	\$22,925.00	\$34.00	\$22,270.00	\$20.00	\$13,100.00	\$15.00	\$9,825.00	\$45.00	\$29,475.00
10	AGGREGATE FOR TEMPORARY ACCESS	TON	1,155	\$20.00	\$23,100.00	\$1.00	\$1,155.00	\$1.00	\$1,155.00	\$20.00	\$23,100.00	\$40.00	\$46,200.00
11	BITUMINOUS MATERIALS (TACK COAT)	POUND	5,900	\$0.20	\$1,180.00	\$0.01	\$59.00	\$0.05	\$295.00	\$0.01	\$59.00	\$0.50	\$2,950.00
12	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	175	\$15.00	\$2,625.00	\$19.25	\$3,368.75	\$25.00	\$4,375.00	\$20.00	\$3,500.00	\$10.00	\$1,750.00
13	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	3,101	\$77.00	\$238,777.00	\$65.00	\$201,565.00	\$74.50	\$231,024.50	\$66.00	\$204,666.00	\$73.00	\$226,373.00
14	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	1,552	\$81.00	\$125,712.00	\$73.50	\$114,072.00	\$84.00	\$130,368.00	\$74.00	\$114,848.00	\$85.00	\$131,920.00
15	BITUMINOUS MATERIALS (PRIME COAT)	POUND	30,000	\$0.20	\$6,000.00	\$0.01	\$300.00	\$0.03	\$900.00	\$0.01	\$300.00	\$0.10	\$3,000.00
16	PROTECTIVE COAT	SQ YD	955	\$1.50	\$1,432.50	\$2.00	\$1,910.00	\$1.25	\$1,193.75	\$2.00	\$1,910.00	\$2.00	\$1,910.00
17	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	103	\$70.00	\$7,210.00	\$84.35	\$8,688.05	\$85.00	\$8,755.00	\$85.00	\$8,755.00	\$79.00	\$8,137.00
18	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	3,524	\$6.00	\$21,144.00	\$8.35	\$29,425.40	\$8.00	\$28,192.00	\$8.00	\$28,192.00	\$10.00	\$35,240.00
19	DETECTABLE WARNINGS	SQ FT	180	\$30.00	\$5,400.00	\$22.00	\$3,960.00	\$35.00	\$6,300.00	\$22.00	\$3,960.00	\$45.00	\$8,100.00
20	HOT-MIX ASPHALT SURFACE REMOVAL, 6"	SQ YD	12,907	\$6.50	\$83,895.50	\$6.00	\$77,442.00	\$6.50	\$83,895.50	\$6.00	\$77,442.00	\$6.00	\$77,442.00
21	DRIVEWAY PAVEMENT REMOVAL	SQ YD	1,175	\$10.00	\$11,750.00	\$2.50	\$2,937.50	\$18.00	\$21,150.00	\$6.00	\$7,050.00	\$10.00	\$11,750.00
22	SIDEWALK REMOVAL	SQ FT	3,921	\$2.50	\$9,802.50	\$1.05	\$4,117.05	\$2.25	\$8,822.25	\$5.00	\$19,605.00	\$2.00	\$7,842.00
23	CLASS D PATCHES, 6 INCH, SPECIAL	SQ YD	43	\$75.00	\$3,225.00	\$99.00	\$4,257.00	\$98.00	\$4,214.00	\$81.00	\$3,483.00	\$150.00	\$6,450.00
24	ZINC COATED DUCTILE IRON WATER MAIN 8"	FOOT	4,247	\$90.00	\$382,230.00	\$83.00	\$352,501.00	\$96.00	\$407,712.00	\$85.00	\$360,995.00	\$110.00	\$467,170.00
25	SELECT GRANULAR BACKFILL	CU YD	3,586	\$40.00	\$143,440.00	\$41.00	\$147,026.00	\$45.00	\$161,370.00	\$30.00	\$107,580.00	\$36.00	\$129,096.00
26	STEEL CASING PIPE, 16"	FOOT	348	\$100.00	\$34,800.00	\$120.00	\$41,760.00	\$1.00	\$348.00	\$175.00	\$60,900.00	\$179.00	\$62,292.00
27	WATER SERVICE, NEAR SIDE, 1 1/2"	EACH	40	\$2,500.00	\$100,000.00	\$3,500.00	\$140,000.00	\$2,100.00	\$84,000.00	\$2,500.00	\$100,000.00	\$1,950.00	\$78,000.00
28	WATER SERVICE, FAR SIDE, 1 1/2"	EACH	51	\$3,500.00	\$178,500.00	\$4,000.00	\$204,000.00	\$2,850.00	\$145,350.00	\$3,500.00	\$178,500.00	\$2,650.00	\$135,150.00
29	WATER SERVICE LINE 1"	FOOT	250	\$20.00	\$5,000.00	\$36.80	\$9,200.00	\$10.00	\$2,500.00	\$30.00	\$7,500.00	\$65.00	\$16,250.00
30	WATER MAIN CONNECTION "A" (NON-PRESSURE)	LSUM	1	\$6,000.00	\$6,000.00	\$6,750.00	\$6,750.00	\$2,100.00	\$2,100.00	\$8,750.00	\$8,750.00	\$8,950.00	\$8,950.00
31	WATER MAIN CONNECTION "B" (NON-PRESSURE)	LSUM	1	\$4,500.00	\$4,500.00	\$6,600.00	\$6,600.00	\$2,400.00	\$2,400.00	\$9,700.00	\$9,700.00	\$8,950.00	\$8,950.00
32	WATER MAIN CONNECTION "C" (NON-PRESSURE)	LSUM	1	\$4,500.00	\$4,500.00	\$6,600.00	\$6,600.00	\$2,400.00	\$2,400.00	\$8,700.00	\$8,700.00	\$8,950.00	\$8,950.00
33	WATER MAIN CONNECTION "D" (NON-PRESSURE)	LSUM	1	\$6,000.00	\$6,000.00	\$6,250.00	\$6,250.00	\$4,500.00	\$4,500.00	\$8,200.00	\$8,200.00	\$8,950.00	\$8,950.00
34	WATER MAIN CONNECTION "E" (NON-PRESSURE)	LSUM	1	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$4,500.00	\$4,500.00	\$8,200.00	\$8,200.00	\$8,950.00	\$8,950.00
35	WATER MAIN CONNECTION "F" (NON-PRESSURE)	LSUM	1	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00	\$2,600.00	\$2,600.00	\$8,000.00	\$8,000.00	\$8,950.00	\$8,950.00
36	WATER MAIN CONNECTION "G" (NON-PRESSURE)	LSUM	1	\$4,500.00	\$4,500.00	\$7,000.00	\$7,000.00	\$2,100.00	\$2,100.00	\$8,750.00	\$8,750.00	\$8,950.00	\$8,950.00
37	WATER MAIN CONNECTION "H" (NON-PRESSURE)	LSUM	1	\$4,500.00	\$4,500.00	\$8,000.00	\$8,000.00	\$2,400.00	\$2,400.00	\$8,750.00	\$8,750.00	\$8,950.00	\$8,950.00
38	WATER MAIN CONNECTION "I" (NON-PRESSURE)	LSUM	1	\$4,500.00	\$4,500.00	\$9,000.00	\$9,000.00	\$2,100.00	\$2,100.00	\$8,750.00	\$8,750.00	\$8,950.00	\$8,950.00
39	WATER MAIN CONNECTION "J" (NON-PRESSURE)	LSUM	1	\$4,500.00	\$4,500.00	\$6,500.00	\$6,500.00	\$2,100.00	\$2,100.00	\$8,750.00	\$8,750.00	\$8,950.00	\$8,950.00
40	WATER MAIN CONNECTION "K" (NON-PRESSURE)	LSUM	1	\$4,500.00	\$4,500.00	\$8,000.00	\$8,000.00	\$2,250.00	\$2,250.00	\$8,750.00	\$8,750.00	\$8,950.00	\$8,950.00

VILLAGE OF BENSENVILLE: 2020 WATER MAIN IMPROVEMENTS PROJECT
JOB NO. 1596

BID TABULATION SHEET

BIDS OPENED: MARCH 5, 2020 BID AT 11:00 A.M.

ITEM NO.	PAY ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		SWALLOW CONSTRUCTION CORP.		JOHN NERI CONSTRUCTION CO., INC.		ACQUA CONTRACTORS		MAURO SEWER CONSTRUCTION, INC.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
41	WATER MAIN CONNECTION "L" (NON-PRESSURE)	LSUM	1	\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00	\$3,600.00	\$3,600.00	\$9,500.00	\$9,500.00	\$8,950.00	\$8,950.00
42	GATE VALVE 8", VALVE VAULT 5' DIA., TYPE 1 FRAME, CLOSED LID	EACH	17	\$5,000.00	\$85,000.00	\$3,325.00	\$56,525.00	\$5,400.00	\$91,800.00	\$5,500.00	\$93,500.00	\$4,650.00	\$79,050.00
43	GATE VALVE 12", VALVE VAULT 5' DIA., TYPE 1 FRAME, CLOSED LID	EACH	2	\$6,000.00	\$12,000.00	\$4,500.00	\$9,000.00	\$6,200.00	\$12,400.00	\$6,500.00	\$13,000.00	\$7,500.00	\$15,000.00
44	FIRE HYDRANTS TO BE REMOVED	EACH	11	\$800.00	\$8,800.00	\$85.00	\$935.00	\$800.00	\$8,800.00	\$300.00	\$3,300.00	\$450.00	\$4,950.00
45	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	10	\$4,500.00	\$45,000.00	\$7,500.00	\$75,000.00	\$6,000.00	\$60,000.00	\$6,000.00	\$60,000.00	\$6,250.00	\$62,500.00
46	DOMESTIC WATER METER VAULTS TO BE REMOVED	EACH	31	\$200.00	\$6,200.00	\$674.00	\$20,894.00	\$100.00	\$3,100.00	\$100.00	\$3,100.00	\$550.00	\$17,050.00
47	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1	\$200.00	\$200.00	\$84.00	\$84.00	\$200.00	\$200.00	\$150.00	\$150.00	\$150.00	\$150.00
48	SANITARY SERVICE TO BE ADJUSTED	EACH	15	\$1,000.00	\$15,000.00	\$265.00	\$3,975.00	\$200.00	\$3,000.00	\$1,250.00	\$18,750.00	\$300.00	\$4,500.00
49	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	2	\$1,500.00	\$3,000.00	\$930.00	\$1,860.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,450.00	\$2,900.00
50	FRAMES AND GRATES, TYPE 23	EACH	4	\$350.00	\$1,400.00	\$355.00	\$1,420.00	\$500.00	\$2,000.00	\$350.00	\$1,400.00	\$675.00	\$2,700.00
51	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	1	\$350.00	\$350.00	\$265.00	\$265.00	\$375.00	\$375.00	\$325.00	\$325.00	\$450.00	\$450.00
52	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	7	\$350.00	\$2,450.00	\$265.00	\$1,855.00	\$375.00	\$2,625.00	\$325.00	\$2,275.00	\$450.00	\$3,150.00
53	REMOVING INLETS	EACH	2	\$500.00	\$1,000.00	\$443.00	\$886.00	\$100.00	\$200.00	\$150.00	\$300.00	\$150.00	\$300.00
54	VALVE BOXES TO BE FILLED	EACH	13	\$300.00	\$3,900.00	\$34.00	\$442.00	\$125.00	\$1,625.00	\$200.00	\$2,600.00	\$100.00	\$1,300.00
55	VALVE VAULTS TO BE FILLED	EACH	6	\$400.00	\$2,400.00	\$220.00	\$1,320.00	\$400.00	\$2,400.00	\$200.00	\$1,200.00	\$250.00	\$1,500.00
56	CONCRETE CURB, TYPE B	FOOT	20	\$15.00	\$300.00	\$51.50	\$1,030.00	\$35.00	\$700.00	\$51.00	\$1,020.00	\$79.00	\$1,580.00
57	SIGN PANEL - TYPE 1	SQ FT	100	\$32.00	\$3,200.00	\$18.00	\$1,800.00	\$23.00	\$2,300.00	\$25.00	\$2,500.00	\$100.00	\$10,000.00
58	TELESCOPING STEEL SIGN SUPPORT	FOOT	24	\$25.00	\$600.00	\$15.50	\$372.00	\$25.00	\$600.00	\$15.00	\$360.00	\$400.00	\$9,600.00
59	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	700	\$4.00	\$2,800.00	\$4.25	\$2,975.00	\$4.00	\$2,800.00	\$5.00	\$3,500.00	\$16.00	\$11,200.00
60	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	150	\$15.00	\$2,250.00	\$6.65	\$997.50	\$18.00	\$2,700.00	\$7.00	\$1,050.00	\$50.00	\$7,500.00
61	SODDING, SALT TOLERANT (SPECIAL)	SQ YD	10,600	\$13.00	\$137,800.00	\$12.75	\$135,150.00	\$16.00	\$169,600.00	\$11.00	\$116,600.00	\$20.00	\$212,000.00
62	STORM SEWER REMOVAL	FOOT	52	\$10.00	\$520.00	\$0.75	\$39.00	\$5.00	\$260.00	\$25.00	\$1,300.00	\$20.00	\$1,040.00
63	STORM SEWERS, PVC C-900, 12"	FOOT	52	\$40.00	\$2,080.00	\$53.00	\$2,756.00	\$68.00	\$3,536.00	\$120.00	\$6,240.00	\$100.00	\$5,200.00
64	SANITARY MANHOLES TO BE ADJUSTED	EACH	6	\$800.00	\$4,800.00	\$775.00	\$4,650.00	\$750.00	\$4,500.00	\$600.00	\$3,600.00	\$950.00	\$5,700.00
65	SANITARY MANHOLES TO TBE RECONSTRUCTED	EACH	1	\$1,500.00	\$1,500.00	\$750.00	\$750.00	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00	\$1,950.00	\$1,950.00
66	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 5"	SQ YD	1,069	\$55.00	\$58,795.00	\$45.00	\$48,105.00	\$52.00	\$55,588.00	\$46.00	\$49,174.00	\$65.00	\$69,485.00
67	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	2,099	\$28.00	\$58,772.00	\$33.25	\$69,791.75	\$30.50	\$64,019.50	\$32.00	\$67,168.00	\$45.00	\$94,455.00
68	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	10	\$500.00	\$5,000.00	\$165.00	\$1,650.00	\$325.00	\$3,250.00	\$400.00	\$4,000.00	\$575.00	\$5,750.00
69	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	4	\$1,200.00	\$4,800.00	\$750.00	\$3,000.00	\$800.00	\$3,200.00	\$1,400.00	\$5,600.00	\$1,650.00	\$6,600.00
70	DRAINAGE STRUCTURES TO BE CLEANED	EACH	1	\$400.00	\$400.00	\$125.00	\$125.00	\$400.00	\$400.00	\$200.00	\$200.00	\$550.00	\$550.00
71	CONSTRUCTION LAYOUT	L SUM	1	\$15,000.00	\$15,000.00	\$5,500.00	\$5,500.00	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00	\$29,950.00	\$29,950.00
72	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$40,000.00	\$40,000.00	\$70,000.00	\$70,000.00	\$68,000.00	\$68,000.00	\$120,019.82	\$120,019.82	\$127,000.00	\$127,000.00
73	STREET SWEEPING	hour	20	\$150.00	\$3,000.00	\$135.00	\$2,700.00	\$100.00	\$2,000.00	\$225.00	\$4,500.00	\$300.00	\$6,000.00
74	DUST CONTROL WATERING	UNIT	40	\$100.00	\$4,000.00	\$25.00	\$1,000.00	\$25.00	\$1,000.00	\$150.00	\$6,000.00	\$250.00	\$10,000.00
75	EXPLORATORY EXCAVATION	EACH	12	\$700.00	\$8,400.00	\$50.00	\$600.00	\$100.00	\$1,200.00	\$400.00	\$4,800.00	\$350.00	\$4,200.00
TOTAL:				\$2,119,270.50									
(1) BIDDER'S HAND ENTERED TOTAL BID						(1)	\$2,062,407.18	(1)	\$2,083,710.50	(1)	\$2,100,000.00	(1)	\$2,579,865.00
(2) SUMMATION OF HAND ENTERED TOTALS EXTENDED:						(2)	\$2,062,407.18	(2)	\$2,083,710.50	(2)	\$2,100,000.00	(2)	\$2,579,865.00
(3) DIFFERENCE IN BID SUMMATIONS:						(3)	\$0.00	(3)	\$0.00	(3)	\$0.00	(3)	\$0.00
(4) ACTUAL ENTERED BID:						(4)	\$2,062,407.18	(4)	\$2,083,710.50	(4)	\$2,100,000.00	(4)	\$2,579,865.00

VILLAGE OF BENSENVILLE: 2020 WATER MAIN IMPROVEMENTS PROJECT
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BIDS OPENED: MARCH 5, 2020 BID AT 11:00 A.M.

ITEM NO.	PAY ITEM	UNIT	QUANTITY	PERFORMANCE CONST. & ENGINEERING, LLC		UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
				UNIT COST	TOTAL COST				
1	TREE ROOT PRUNING	EACH	5	\$500.00	\$2,500.00				
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,177	\$25.00	\$29,425.00				
3	CONTAMINATED WASTE DISPOSAL	CU YD	50	\$100.00	\$5,000.00				
4	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1,310	\$9.00	\$11,790.00				
5	SUPPLEMENTAL WATERING	UNIT	318	\$10.00	\$3,180.00				
6	INLET FILTERS	EACH	29	\$250.00	\$7,250.00				
7	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	440	\$68.00	\$29,920.00				
8	PREPARATION OF BASE	SQ YD	13,080	\$0.55	\$7,194.00				
9	AGGREGATE BASE REPAIR	TON	655	\$48.00	\$31,440.00				
10	AGGREGATE FOR TEMPORARY ACCESS	TON	1,155	\$3.00	\$3,465.00				
11	BITUMINOUS MATERIALS (TACK COAT)	POUND	5,900	\$0.01	\$59.00				
12	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	175	\$19.00	\$3,325.00				
13	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	3,101	\$65.00	\$201,565.00				
14	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	1,552	\$73.00	\$113,296.00				
15	BITUMINOUS MATERIALS (PRIME COAT)	POUND	30,000	\$0.01	\$300.00				
16	PROTECTIVE COAT	SQ YD	955	\$1.00	\$955.00				
17	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	103	\$83.00	\$8,549.00				
18	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	3,524	\$9.00	\$31,716.00				
19	DETECTABLE WARNINGS	SQ FT	180	\$33.00	\$5,940.00				
20	HOT-MIX ASPHALT SURFACE REMOVAL, 6"	SQ YD	12,907	\$6.00	\$77,442.00				
21	DRIVEWAY PAVEMENT REMOVAL	SQ YD	1,175	\$14.00	\$16,450.00				
22	SIDEWALK REMOVAL	SQ FT	3,921	\$3.00	\$11,763.00				
23	CLASS D PATCHES, 6 INCH, SPECIAL	SQ YD	43	\$95.00	\$4,085.00				
24	ZINC COATED DUCTILE IRON WATER MAIN 8"	FOOT	4,247	\$70.00	\$297,290.00				
25	SELECT GRANULAR BACKFILL	CU YD	3,586	\$35.00	\$125,510.00				
26	STEEL CASING PIPE, 16"	FOOT	348	\$108.00	\$37,584.00				
27	WATER SERVICE, NEAR SIDE, 1 1/2"	EACH	40	\$2,550.00	\$102,000.00				
28	WATER SERVICE, FAR SIDE, 1 1/2"	EACH	51	\$3,500.00	\$178,500.00				
29	WATER SERVICE LINE 1"	FOOT	250	\$41.00	\$10,250.00				
30	WATER MAIN CONNECTION "A" (NON-PRESSURE)	LSUM	1	\$24,000.00	\$24,000.00				
31	WATER MAIN CONNECTION "B" (NON-PRESSURE)	LSUM	1	\$25,000.00	\$25,000.00				
32	WATER MAIN CONNECTION "C" (NON-PRESSURE)	LSUM	1	\$24,000.00	\$24,000.00				
33	WATER MAIN CONNECTION "D" (NON-PRESSURE)	LSUM	1	\$30,000.00	\$30,000.00				
34	WATER MAIN CONNECTION "E" (NON-PRESSURE)	LSUM	1	\$28,000.00	\$28,000.00				
35	WATER MAIN CONNECTION "F" (NON-PRESSURE)	LSUM	1	\$24,000.00	\$24,000.00				
36	WATER MAIN CONNECTION "G" (NON-PRESSURE)	LSUM	1	\$25,000.00	\$25,000.00				
37	WATER MAIN CONNECTION "H" (NON-PRESSURE)	LSUM	1	\$25,000.00	\$25,000.00				
38	WATER MAIN CONNECTION "I" (NON-PRESSURE)	LSUM	1	\$25,000.00	\$25,000.00				
39	WATER MAIN CONNECTION "J" (NON-PRESSURE)	LSUM	1	\$25,000.00	\$25,000.00				
40	WATER MAIN CONNECTION "K" (NON-PRESSURE)	LSUM	1	\$25,000.00	\$25,000.00				

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ITEM NO.	PAY ITEM	UNIT	QUANTITY	PERFORMANCE CONST. & ENGINEERING, LLC		UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
				UNIT COST	TOTAL COST				
41	WATER MAIN CONNECTION "L" (NON-PRESSURE)	LSUM	1	\$25,000.00	\$25,000.00				
42	GATE VALVE 8", VALVE VAULT 5' DIA., TYPE 1 FRAME, CLOSED LID	EACH	17	\$8,000.00	\$136,000.00				
43	GATE VALVE 12", VALVE VAULT 5' DIA., TYPE 1 FRAME, CLOSED LID	EACH	2	\$9,000.00	\$18,000.00				
44	FIRE HYDRANTS TO BE REMOVED	EACH	11	\$800.00	\$8,800.00				
45	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	10	\$10,000.00	\$100,000.00				
46	DOMESTIC WATER METER VAULTS TO BE REMOVED	EACH	31	\$600.00	\$18,600.00				
47	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1	\$200.00	\$200.00				
48	SANITARY SERVICE TO BE ADJUSTED	EACH	15	\$2,250.00	\$33,750.00				
49	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	2	\$2,000.00	\$4,000.00				
50	FRAMES AND GRATES, TYPE 23	EACH	4	\$450.00	\$1,800.00				
51	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	1	\$425.00	\$425.00				
52	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	7	\$425.00	\$2,975.00				
53	REMOVING INLETS	EACH	2	\$250.00	\$500.00				
54	VALVE BOXES TO BE FILLED	EACH	13	\$80.00	\$1,040.00				
55	VALVE VAULTS TO BE FILLED	EACH	6	\$350.00	\$2,100.00				
56	CONCRETE CURB, TYPE B	FOOT	20	\$35.00	\$700.00				
57	SIGN PANEL - TYPE 1	SQ FT	100	\$32.00	\$3,200.00				
58	TELESCOPING STEEL SIGN SUPPORT	FOOT	24	\$20.00	\$480.00				
59	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	700	\$2.75	\$1,925.00				
60	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	150	\$9.50	\$1,425.00				
61	SODDING, SALT TOLERANT (SPECIAL)	SQ YD	10,600	\$12.00	\$127,200.00				
62	STORM SEWER REMOVAL	FOOT	52	\$6.00	\$312.00				
63	STORM SEWERS, PVC C-900, 12"	FOOT	52	\$110.00	\$5,720.00				
64	SANITARY MANHOLES TO BE ADJUSTED	EACH	6	\$600.00	\$3,600.00				
65	SANITARY MANHOLES TO TBE RECONSTRUCTED	EACH	1	\$2,000.00	\$2,000.00				
66	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 5"	SQ YD	1,069	\$57.00	\$60,933.00				
67	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	2,099	\$34.00	\$71,366.00				
68	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	10	\$400.00	\$4,000.00				
69	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	4	\$1,200.00	\$4,800.00				
70	DRAINAGE STRUCTURES TO BE CLEANED	EACH	1	\$150.00	\$150.00				
71	CONSTRUCTION LAYOUT	L SUM	1	\$18,000.00	\$18,000.00				
72	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$250,000.00	\$250,000.00				
73	STREET SWEEPING	HOOR	20	\$210.00	\$4,200.00				
74	DUST CONTROL WATERING	UNIT	40	\$100.00	\$4,000.00				
75	EXPLORATORY EXCAVATION	EACH	12	\$275.00	\$3,300.00				
TOTAL:									
(1) BIDDER'S HAND ENTERED TOTAL BID				(1)	\$2,558,244.00	(1)		(1)	
(2) SUMMATION OF HAND ENTERED TOTALS EXTENDED:				(2)	\$2,558,244.00	(2)		(2)	
(3) DIFFERENCE IN BID SUMMATIONS:				(3)	\$0.00	(3)		(3)	
(4) ACTUAL ENTERED BID:				(4)	\$2,558,244.00	(4)		(4)	

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**March 17, 2020**DESCRIPTION:**

Consideration of a Resolution Establishing Guidelines and Procedures for 2020 Senior/Disabled Grass Cutting Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

March 17, 2020

BACKGROUND:

In 2018, President DeSimone and the Village Board established Senior/Disabled Grass Cutting Program meant to benefit Bensenville seniors and/or disabled residents. Public Works was tasked to implement the program. Because of the positive feedback, the Village will continue with the program in 2020 with one minor change to the guidelines.

KEY ISSUES:

The program guidelines have been simplified over the years to ensure easier operational and administrative functions. After feedback from the residents and discussions with contractors, staff has determined that the services provided will remain the same and include:

- Spring Cleanup
- Weekly Cutting of Grass
- Edging of Hardscape
- Fall Cleanup

Total cost is \$25 per visit. The resident will pay \$12.50 and the Village will subsidize \$12.50.

The one change in the program this year will affect larger lot sizes. In order to make it fair to our contractors, properties that include multiple PINs (according to the DuPage County records), will be required to pay additional costs for services. This new guideline will be evaluated throughout the year.

A full list of eligibility requirements is attached to this Resolution. Accounts will be mapped, divided geographically and assigned to three (3) different contractors who agreed to perform the work.

ALTERNATIVES:

Discretion of the Committee

RECOMMENDATION:

Staff recommends approval of the Resolution

BUDGET IMPACT:

The Senior/Disabled Grass Cutting Program will be subsidized by the Village. The program is set up to be a 50/50 cost share. The impact on the budget will depend on the number of the accounts and the number of services for the season.

ACTION REQUIRED:

Approval of a Resolution Establishing Guidelines and Procedures for 2020 Senior/Disabled Grass Cutting Program

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
RES - 2020 Senior and Disabled Grass Cutting Program Adoption	3/10/2020	Resolution Letter
2020 Senior/Disabled Grass Cutting Program - Complete Package	3/10/2020	Backup Material

RESOLUTION NO.

ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2020 SENIOR / DISABLED GRASS CUTTING PROGRAM

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

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

WHEREAS the Village President and Board of Trustees of the Village of Bensenville (the “*Corporate Authorities*”) have determined that a significant public interest is served by establishing a program to provide grass cutting services to residents that are elderly or disabled and have no one else within their household to perform such task (the “*Program*”), and

WHEREAS, the Village will continue to implement the Program into 2020 with minor changes made to the Guidelines, and

WHEREAS it is the desire of the Corporate Authorities to implement the Program and promulgate general guidelines and establish certain procedures for the fair and effective implementation of the Program, a copy of which is attached hereto and made a part hereof, as Exhibit A.

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

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

SECTION TWO: The Corporate Authorities hereby authorize the Program and approve the criteria enumerated in Exhibit A to create and implement the Program, with such necessary changes as authorized by the Village President, Village Manager, or Director of Public Works to effectively operate the Program.

SECTION THREE: The Director of Public Works is hereby further authorized to obtain proposals and prepare such necessary agreements to contract for grass cutting, in accordance with the Program criteria herein contemplated, and present same to the Board of Trustees for final approval.

SECTION FOUR: The officers and employees of the Village are hereby authorized and directed to take any and all such actions as is required to enact the Program and carry out its intent and purpose.

SECTION FIVE: If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

SECTION SIX: All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION SEVEN: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 24, 2020

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

VILLAGE OF BENSENVILLE
2020 GRASS CUTTING PROGRAM CRITERIA AND REQUIREMENTS

QUALIFICATIONS:

1. Resident(s) must be 65 years or older or disabled/handicapped and there is no one else in the household that can cut the grass.
2. Each household resident must provide documentation of ownership and senior status (via a copy of latest property tax bill) and/or demonstrate disability status (via Secretary of State License Disability Placard or registration of disability with the Illinois Department of Aging).
3. Each household (regardless of age, disability, handicap, or medical condition of any individual resident in the same household) must demonstrate a combined income of \$65,000.00 or less to participate in the Program. Qualifying households may be asked to provide proof of income documentation, as determined acceptable by the Village.

TERMS:

An application must be completed and signed on an annual basis, to enroll in the program. The application is to be mailed or delivered to the Department of Public Works, 717 E. Jefferson Street, Bensenville, IL 60106, and Attention: Director of Public Works.

1. The Department will review the application and accompanying documentation and determine if the applicant qualifies for the program.
2. The following service will be provided to an applicant upon completion of the application and approval by the Department:
 - The lawn will be cut as needed, as determined by the Village, weather permitting, but in no event will the lawn be cut more than once per week. Cutting will begin no earlier than April 8, 2019, and will continue through the last week of October. The intent of the program is to cut the grass weekly. The Village, at its own discretion, may choose to change the frequency of the cutting due to weather. The contractor will utilize grass clipping collecting mowers and remove grass clippings/debris from the site.
 - Hardscapes (sidewalk, driveway, patios, etc.) will be edged (weed whipping) and power blew of excess grass clippings.
 - A Spring Cleanup will be performed the first week of service and will include general cleaning of the yard and bagging/disposal of all accumulated materials.
 - A Fall Cleanup will be performed at the end of the season (at a time determined by the Village) and will include general cleaning of the yard and bagging/disposal of all accumulated materials.
 - A monthly bill will be sent to you from the Village' Finance Department. The charge is \$12.50 per cut / per PIN. In the event payment is not received within thirty (30) days of the date of the invoice, the applicant hereby authorizes and agrees that the Village shall have the unilateral right to add the delinquent amount due to the water bill for the

property and has the further right to disqualify the applicant and property from the program and discontinue future service.

3. The applicant agrees to the following:

- The lawn must be free of all pet waste. The Village and/or their contractor reserves the right to not perform grass cutting services due to pet waste on the lawn. If the service is not performed in two consecutive weeks due to pet waste, the applicant will be terminated from the program.
 - The basic program does not include:
 - a. Fertilizing the grass.
 - b. Trimming the bushes, trees or other plants.
 - c. Watering the grass, plants, bushes, trees, etc.
4. The applicant may withdraw from the program by providing the Department with written notice. Such notice shall include a specific withdrawal date which shall not be less than seven (7) days from the date the notice is received by the Village. The applicant shall pay the Village for any services rendered prior to the withdrawal date.
5. The Village may terminate, suspend or close the enrollment period for the program, at any time.
6. The Village may limit the number of participants in the program. In such case, space in the program will be filled on a first come, first serve basis. Completed applications must be received by the Public Works Department.
7. If there are any issues with service for a particular event, the Village requires the resident(s) to call the Village promptly after each grass cutting. This will alleviate any discrepancies between resident and contractor for billing purposes.
8. The applicant hereby agrees to hold the Village, its officers, officials, employees, contractors, and agents harmless for any damage or loss to the property, which arises directly or indirectly from the Village's grass cutting program.

VILLAGE BOARD

President
Frank DeSimone

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

Village Clerk
Nancy Quinn

Village Manager
Evan K. Summers

February 28, 2020

Dear,

Our Senior/Disabled Grass and Snow Programs have been very popular. So popular in fact, we had to put a cap on our Grass Program, so we encourage you to sign up early! The program is limited in space so for those of you in the program last season, you will have until March 20, 2020 to turn in your application to guarantee your spot in the program. After March 20, 2020, the remaining spots will be open to all applicants and will be filled on a first come, first served basis.

The program worked so well last year we are going to continue with the all-inclusive program that will include a spring cleanup, standard grass cutting services (including edging and bagging), and a fall cleanup. We will again subsidize 50% of the cost of the program.

Taking care of our seniors and disabled residents is important to me and this program has helped reduce the burden of cutting your grass while also reducing the cost to you. Developing this service was a personal goal of mine and I believe programs like this make Bensenville an even greater place to live.

Please take the time to read the information and guidelines included in this letter. If you wish to participate, please follow the directions on the application page. Any questions regarding this program can be directed to our Public Works Department by calling (630) 350-3435.

Sincerely,



Frank DeSimone
Village President



VILLAGE OF BENSENVILLE
2020 SENIOR / DISABLED GRASS CUTTING PROGRAM
APPLICATION

Name _____

Street Address _____

Phone Number _____

Reason for Application (please check all that apply)

_____ I am 65 years of age or older, own the property, have no household member able to cut my grass, and my household income is under \$65,000 per year; or

_____ I am under age 65, disabled, own my property, have no other household member able to cut my grass, and my household income is under \$65,000 per year; and

_____ I have enclosed a copy of my most recent property tax bill indicating ownership and senior status (exemption); or

_____ I have enclosed a copy of Secretary of State License Disability Placard or other means of proof of registration of disability.

Please list ALL household member(s) and their birthdays – including yourself.

Household Member Name

Birth Date

Services: (Please check service requested)

[] Basic Grass Cutting Program (including Spring/Fall cleanup) - \$12.50 per cut / per PIN

Checklist: (Please **initial** all that apply)

[] I have read, understand, and accept the Program Criteria and Requirements.

[] I understand that my lawn must be free of hazards (i.e. pet waste) or the contractor may not provide service.

[] I understand that I will be billed for the service (\$12.50 per week / per PIN) on a monthly basis.

[] I understand that the Village may terminate my service if I violate any of the guidelines presented.

The resident(s) hereby release and hold the Village, its officers, officials, employees, and contractors harmless for any damage to property or other liability that arises directly or indirectly from the Village's grass cutting program.

Signature _____

Date _____

Application Received _____ Scanned _____ Acceptance Letter Sent _____

Village of Bensenville **Senior / Disabled Grass Cutting Program**

The Village of Bensenville is pleased to announce the return of the Senior / Disabled Grass Cutting Program. The program is designed to help those in our community who need assistance to obtain a low-cost solution to grass cutting on their properties.

The Village will hire independent contractors and provide discounted rates for common grass cutting services. The Village will also subsidize fifty percent (50%) of the cost. This year, we have simplified the program by combining all the services into one package; and we have added a fall cleanup to the program.

Grass Cutting Service	Cost of Service (per visit / per PIN)	Village Subsidy (per visit / Per PIN)	Cost to Resident (per visit / Per PIN)
Standard Service includes Spring cleanup, grass cutting, edging of hardscape, and a Fall cleanup	\$25.00	\$12.50	\$12.50

The Public Works Department will administer the program. Grass cutting services will begin on or about the week of April 13, 2020 and continue through November 1, 2020. Visits will occur on a weekly basis. During extreme dry weather, the Village may instruct the contractor to extend the time between visits. This decision will be made by the Village and will be applied to all participants in the program.

The Standard Service Plan (\$12.50 per visit / per PIN) will include the following:

1. Spring cleanup (This will include a standard spring cleanup of leaves, twigs, branches, debris, etc. that has accumulated on the property over the winter months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This service will take place during the first week of the Program.)
2. Cutting of grass (This will include standard lawn mowing of the property, regardless of size. The contractor shall utilize grass clipping collecting mowers and haul off all debris)
3. Edging of hardscape (This will include edging/weed whipping along any hardscape including but not limited to sidewalk, driveway, patio, etc. This does not include edging of landscaping beds, tree mulch rings, or other soft scape features.)
4. Fall cleanup (This service will include a standard fall cleanup of leaves, twigs, branches, etc. that have accumulated on the property over the summer/fall months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done after grass cutting is complete and scheduled with the Public Works Department. It is anticipated that this work will be completed during the first two weeks of November.)

The program does have specific eligibility requirements (listed below) that require documentation to prove eligibility.

Senior Program	Disabled Program
Applicant must be over 65 years old	Applicant must be disabled (copy of Secretary of State Disability placard or other means of proof or registration of disability)
Applicant must own property (copy of recent property tax bill required)	Applicant must own property (copy of recent property tax bill required)
Applicant annual household income must be less than \$65,000	Applicant annual household income must be less than \$65,000
The household must not have any other person able to cut grass	The household must not have any other person able to cut grass

The Program application and guidelines are enclosed. Please read the enclosed package carefully. If you are interested in participating in the program, please fill out the application form, read the “Guidelines”, and provide the appropriate documentation to prove eligibility. Application packages can be mailed or dropped off to:

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

If you have any questions regarding the program, please contact the Department of Public Works at 630-350-3435.

Frequently Asked Questions (FAQs)

Will I have the same cutting day each week?

Each account will be assigned an independent contractor for the summer. Although it will be at the discretion of the contractor as to when they cut the grass, they will try to schedule for the same day each week.

What happens if it rains or the grass is too wet to cut?

If the grass is too wet to cut, the contractor will come back as soon as possible after it dries out to cut the grass.

Will I be billed for service if the contractor cannot cut the grass due to weather?

You will only be billed when the contractor performs service.

VILLAGE OF BENSENVILLE
2020 GRASS CUTTING PROGRAM CRITERIA AND REQUIREMENTS

QUALIFICATIONS:

1. Resident(s) must be 65 years or older or disabled/handicapped and there is no one else in the household that can cut the grass.
2. Each household resident must provide documentation of ownership and senior status (via a copy of latest property tax bill) and/or demonstrate disability status (via Secretary of State License Disability Placard or registration of disability with the Illinois Department of Aging).
3. Each household (regardless of age, disability, handicap, or medical condition of any individual resident in the same household) must demonstrate a combined income of \$65,000.00 or less to participate in the Program. Qualifying households may be asked to provide proof of income documentation, as determined acceptable by the Village.

TERMS:

An application must be completed and signed on an annual basis, to enroll in the program. The application is to be mailed or delivered to the Department of Public Works, 717 E. Jefferson Street, Bensenville, IL 60106, and Attention: Director of Public Works.

1. The Department will review the application and accompanying documentation and determine if the applicant qualifies for the program.
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 - A Spring Cleanup will be performed the first week of service and will include general cleaning of the yard and bagging/disposal of all accumulated materials.
 - A Fall Cleanup will be performed at the end of the season (at a time determined by the Village) and will include general cleaning of the yard and bagging/disposal of all accumulated materials.
 - A monthly bill will be sent to you from the Village' Finance Department. The charge is \$12.50 per cut / per PIN. In the event payment is not received within thirty (30) days of the date of the invoice, the applicant hereby authorizes and agrees that the Village shall have the unilateral right to add the delinquent amount due to the water bill for the

property and has the further right to disqualify the applicant and property from the program and discontinue future service.

3. The applicant agrees to the following:

- The lawn must be free of all pet waste. The Village and/or their contractor reserves the right to not perform grass cutting services due to pet waste on the lawn. If the service is not performed in two consecutive weeks due to pet waste, the applicant will be terminated from the program.
 - The basic program does not include:
 - a. Fertilizing the grass.
 - b. Trimming the bushes, trees or other plants.
 - c. Watering the grass, plants, bushes, trees, etc.
4. The applicant may withdraw from the program by providing the Department with written notice. Such notice shall include a specific withdrawal date which shall not be less than seven (7) days from the date the notice is received by the Village. The applicant shall pay the Village for any services rendered prior to the withdrawal date.
5. The Village may terminate, suspend or close the enrollment period for the program, at any time.
6. The Village may limit the number of participants in the program. In such case, space in the program will be filled on a first come, first serve basis. Completed applications must be received by the Public Works Department.
7. If there are any issues with service for a particular event, the Village requires the resident(s) to call the Village promptly after each grass cutting. This will alleviate any discrepancies between resident and contractor for billing purposes.
8. The applicant hereby agrees to hold the Village, its officers, officials, employees, contractors, and agents harmless for any damage or loss to the property, which arises directly or indirectly from the Village's grass cutting program.

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**March 17, 2020**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Ground Corp. for the 2020 Senior/Disabled Grass Cutting Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

March 17, 2020

BACKGROUND:

The Village of Bensenville established a Senior/Disabled Grass Cutting Program in 2018 and will continue the Program into 2020 with minor changes to the guidelines.

KEY ISSUES:

The program has been a great success and received a lot of positive feedback. L.A.R. Lawn & Ground Corp. is one of the Contractors who will perform the service. The contract includes the terms and expectations set forth by the Program.

ALTERNATIVES:

Discretion of the Committee

RECOMMENDATION:

Staff Recommends Approval of the Resolution

BUDGET IMPACT:

The program is subsidized by the Village as a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of services performed for the season.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Ground Corp. for the 2020 Senior/Disabled Grass Cutting Program

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

RES - 2020 Senior - Disabled Grass Cutting Program - Contract - L.A.R. Lawn & Ground Corp

3/9/2020

Resolution Letter

2020 Senior Grass Cutting Program - Contract - L.A.R. Lawn & Ground Corp (signed)

3/9/2020

Backup Material

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH L.A.R. LAWN &
GROUND CORP. FOR THE 2020 SENIOR / DISABLED GRASS CUTTING
PROGRAM**

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

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

WHEREAS the Village of Bensenville established a Senior / Disabled Grass Cutting Program in 2018, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the grass cutting services, and

WHEREAS L.A.R. Lawn & Ground Corp. has submitted a contract to provide the necessary services for the Village of Bensenville Senior / Disabled Grass Cutting Program.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with L.A.R. Lawn & Ground Corp. for grass cutting services as part of the 2020 Senior / Disabled Grass Cutting Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 24, 2020

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and L.A.R. Landscaping & Grounds Corp., located 501 E. Washington Street, Bensenville, IL 60106 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

WITNESSETH

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

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and an existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing grass cutting services; and

C. The Village requires grass cutting services as part of its 2020 Grass Cutting Program for Senior and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting services for the Program.

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

SECTION 1. SCOPE OF SERVICES

A. The Contractor shall provide and perform grass cutting services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended by the Village with a five (5) day notice from the Village.

B. The "Services" shall include:

1. Spring cleanup (This will include a standard spring cleanup of leaves, twigs, branches, debris, etc. that has accumulated on the property over the winter months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done during the first visit of the spring and included in the weekly cost.)
2. Cutting of grass (This will include standard lawn mowing of the property, regardless of size. The contractor shall utilize grass clipping collecting mowers and haul off all debris. This service is included in the weekly cost.)
3. Edging of hardscape (This will include edging/weed whipping along any hardscape including but not limited to sidewalk, driveway, patio, etc. This does not include edging of landscaping beds, tree mulch rings, or other soft scape features. This service is included in the weekly cost.)
4. Fall cleanup (This service will include a standard fall cleanup of leaves, twigs, branches, etc. that have accumulated on the property over the summer/fall months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done after grass cutting is complete and scheduled with the Public Works Department. It is anticipated that this work will be completed during the first two weeks of November. This service is included in the weekly cost.)

C. The Services shall be provided on a weekly basis starting the week of April 13, 2020 and continue through November 1, 2020. The Village may, at its direction, extend the length between services or modify the end date, as necessary.

D. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Services the amount of Twenty-five and no/100 Dollars (\$25.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Options provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service Option.

The Village shall have fifteen (15) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within fifteen (15) days from receipt of the invoice. The Contractor shall have fifteen (15) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Village is subject to the Prompt Payment Act. All payments shall be made within thirty (30) days from receipt of invoice, barring any aforementioned discrepancies.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars (\$1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage, shall not relieve the Contractor of any and all indemnifications, representations, warranties, and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives, and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection

therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives, and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. The venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of DuPage County, Illinois, and the Parties expressly agrees to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement

incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of the said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warrant. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees, and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair

its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by the United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Bensenville
Department of Public Works
717 E. Jefferson Street
Bensenville, Illinois 60106
Attn: Joe Caracci

If to Contractor: L.A.R. Landscaping & Grounds Corp.
501 E. Washington Street
Bensenville, Il 60106
Attn: Luis Reyes

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its

officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers, and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. The contractor, its employees, and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of November 2020.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

EXECUTED this _____ day of _____, 2020.

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

By: _____
Village President

Attest:

Village Clerk

EXECUTED this 25 day of February 2020.

Contractor,

By: 

Its: Luis Reyes

By: _____

Its: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2020

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 FRED YANEZIII (23358) 314 W EGGLESTON AVE ELMHURST, IL 60126-0000	CONTACT NAME: FRED YANEZIII	FAX (A/C, No): 630-279-7912	
	PHONE (A/C, No, Ext): 630-279-6429	E-MAIL ADDRESS: ALFRED.YANEZ@COUNTRYFINANCIAL.COM	
INSURED 4512417 REYES LUIS DBA LAR LAWN AND GROUNDS 501 E WASHINGTON ST BENSENVILLE, IL 601062620	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: COUNTRY Mutual Insurance Company		20990
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESSOWNERS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			AM9273312	12/1/2019	12/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AV9273316	12/1/2019	12/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

VILLAGE OF BENSENVILLE
12 S CENTER STREET
BENSENVILLE, IL 60106

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

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TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**March 17, 2020**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the 2020 Senior/Disabled Grass Cutting Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

March 17, 2020

BACKGROUND:

The Village of Bensenville established a Senior/Disabled Grass Cutting Program in 2018 and will continue the Program into 2020 with minor changes to the guidelines.

KEY ISSUES:

The program has been a great success and received a lot of positive feedback. Panoramic Landscaping is one of the contractors who will perform the service. The contract includes the terms and expectations set forth by the Program.

ALTERNATIVES:

Discretion of the Committee

RECOMMENDATION:

Staff Recommends Approval of the Resolution.

BUDGET IMPACT:

The program is subsidized by the Village as a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of services performed for the season.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the 2020 Senior/Disabled Grass Cutting Program.

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

RES - 2020 Senior - Disabled Grass Cutting Program - Contract - Panoramic Landscaping

3/9/2020

Resolution Letter

2020 Senior Grass Cutting Program - Contract - Panoramic Landscaping (signed)

3/9/2020

Backup Material

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH PANORAMIC
LANDSCAPING FOR THE 2020 SENIOR / DISABLED GRASS CUTTING
PROGRAM**

WHEREAS the VILLAGE OF BENSENVILLE (hereinafter "Village") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *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 established a Senior / Disabled Grass Cutting Program in 2018, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the grass cutting services, and

WHEREAS Panoramic Landscaping has submitted a contract to provide the necessary services for the Village of Bensenville Senior / Disabled Grass Cutting Program.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with Panoramic Landscaping for grass cutting services as part of the 2020 Senior / Disabled Grass Cutting Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 24, 2020

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and Panoramic Landscaping, located 2957 Martin Avenue, Melrose Park, IL 60164 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

WITNESSETH

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

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and an existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing grass cutting services; and

C. The Village requires grass cutting services as part of its 2020 Grass Cutting Program for Senior and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting services for the Program.

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

SECTION 1. SCOPE OF SERVICES

A. The Contractor shall provide and perform grass cutting services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended by the Village with a five (5) day notice from the Village.

B. The "Services" shall include:

1. Spring cleanup (This will include a standard spring cleanup of leaves, twigs, branches, debris, etc. that has accumulated on the property over the winter months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done during the first visit of the spring and included in the weekly cost.)
2. Cutting of grass (This will include standard lawn mowing of the property, regardless of size. The contractor shall utilize grass clipping collecting mowers and haul off all debris. This service is included in the weekly cost.)
3. Edging of hardscape (This will include edging/weed whipping along any hardscape including but not limited to sidewalk, driveway, patio, etc. This does not include edging of landscaping beds, tree mulch rings, or other soft scape features. This service is included in the weekly cost.)
4. Fall cleanup (This service will include a standard fall cleanup of leaves, twigs, branches, etc. that have accumulated on the property over the summer/fall months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done after grass cutting is complete and scheduled with the Public Works Department. It is anticipated that this work will be completed during the first two weeks of November. This service is included in the weekly cost.)

C. The Services shall be provided on a weekly basis starting the week of April 13 2020 and continue through November 1, 2020. The Village may, at its direction, extend the length between services or modify the end date, as necessary.

D. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Services the amount of Twenty-five and no/100 Dollars (\$25.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Options provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service Option.

The Village shall have fifteen (15) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within fifteen (15) days from receipt of the invoice. The Contractor shall have fifteen (15) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Village is subject to the Prompt Payment Act. All payments shall be made within thirty (30) days from receipt of invoice, barring any aforementioned discrepancies.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars (\$1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage, shall not relieve the Contractor of any and all indemnifications, representations, warranties, and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives, and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection

therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives, and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. The venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of DuPage County, Illinois, and the Parties expressly agrees to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement

incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of the said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warrant. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees, and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair

its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by the United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Bensenville
Department of Public Works
717 E. Jefferson Street
Bensenville, Illinois 60106
Attn: Joe Caracci

If to Contractor: Panoramic Landscaping
2957 Martin Avenue
Melrose Park, IL 60164
Attn: Luisa Gomez

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its

officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers, and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. The contractor, its employees, and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of November 2020.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

EXECUTED this _____ day of _____, 2020.

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

By: _____
Village President

Attest:

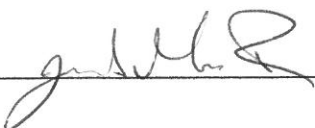
Village Clerk

EXECUTED this 27 day of FEB. 2020.

Contractor,

By: PANORAMIC LANDSCAPING LLC

Its: _____

By: 

Its: Owner.

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**March 17, 2020**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Contract with Tomas Herrera Landscaping for the 2020 Senior/Disabled Grass Cutting Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

March 17, 2020

BACKGROUND:

The Village of Bensenville established a Senior/Disabled Grass Cutting Program in 2018 and will continue the Program into 2020 with minor changes to the guidelines.

KEY ISSUES:

The program has been a great success and received a lot of positive feedback. Tomas Herrera Landscaping is one of the contractors who will perform the service. The contract includes the terms and expectations set forth by the Program.

ALTERNATIVES:

Discretion of the Committee

RECOMMENDATION:

Staff Recommends Approval of the Resolution

BUDGET IMPACT:

The program is subsidized by the Village as a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of services performed for the season.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Contract with Tomas Herrera Landscaping for the 2020 Senior/Disabled Grass Cutting Program.

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

RES - 2020 Senior - Disabled Grass Cutting Program - Contract - Tomas Herrera Landscaping

3/9/2020

Resolution Letter

2020 Senior Grass Cutting Program - Contract - Tomas Herrera Landscaping - signed

3/9/2020

Backup Material

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH TOMAS
HERRERA LANDSCAPING FOR THE 2020 SENIOR / DISABLED GRASS
CUTTING PROGRAM**

WHEREAS the VILLAGE OF BENSENVILLE (hereinafter "Village") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *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 established a Senior / Disabled Grass Cutting Program in 2018, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the grass cutting services, and

WHEREAS Tomas Herrera Landscaping has submitted a contract to provide the necessary services for the Village of Bensenville Senior / Disabled Grass Cutting Program.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with Tomas Herrera Landscaping for grass cutting services as part of the 2020 Senior / Disabled Grass Cutting Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 24, 2020

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and Tomas Herrera Landscaping, located 348 Belle Drive, Northlake IL 60164 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

WITNESSETH

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

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and an existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing grass cutting services; and

C. The Village requires grass cutting services as part of its 2020 Grass Cutting Program for Senior and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting services for the Program.

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

SECTION 1. SCOPE OF SERVICES

A. The Contractor shall provide and perform grass cutting services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended by the Village with a five (5) day notice from the Village.

B. The "Services" shall include:

1. Spring cleanup (This will include a standard spring cleanup of leaves, twigs, branches, debris, etc. that has accumulated on the property over the winter months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done during the first visit of the spring and included in the weekly cost.)
2. Cutting of grass (This will include standard lawn mowing of the property, regardless of size. The contractor shall utilize grass clipping collecting mowers and haul off all debris. This service is included in the weekly cost.)
3. Edging of hardscape (This will include edging/weed whipping along any hardscape including but not limited to sidewalk, driveway, patio, etc. This does not include edging of landscaping beds, tree mulch rings, or other soft scape features. This service is included in the weekly cost.)
4. Fall cleanup (This service will include a standard fall cleanup of leaves, twigs, branches, etc. that have accumulated on the property over the summer/fall months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done after grass cutting is complete and scheduled with the Public Works Department. It is anticipated that this work will be completed during the first two weeks of November. This service is included in the weekly cost.)

C. The Services shall be provided on a weekly basis starting the week of April 13, 2020 and continue through November 1, 2020. The Village may, at its direction, extend the length between services or modify the end date, as necessary.

D. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Services the amount of Twenty-five and no/100 Dollars (\$25.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Options provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service Option.

The Village shall have fifteen (15) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in

writing to the Contractor and made within fifteen (15) days from receipt of the invoice. The Contractor shall have fifteen (15) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Village is subject to the Prompt Payment Act. All payments shall be made within thirty (30) days from receipt of invoice, barring any aforementioned discrepancies.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars (\$1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage, shall not relieve the Contractor of any and all indemnifications, representations, warranties, and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives, and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives, and employees shall cooperate

in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. The venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of DuPage County, Illinois, and the Parties expressly agree to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of the said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warrant. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees, and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of

which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by the United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Bensenville
Department of Public Works
717 E. Jefferson Street
Bensenville, Illinois 60106
Attn: Joe Caracci

If to Contractor: Tomas Herrera Landscaping
348 Belle Drive
Northlake, IL 60164
Attn: Tomas Herrera

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to

the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers, and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. The contractor, its employees, and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of November 2020.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

EXECUTED this _____ day of _____, 2020.

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

By: _____
Village President

Attest:

Village Clerk

EXECUTED this 04 day of March 2020.

Contractor,

By: Tomas Herrera

Its: President Owner

By: Tomas Herrera

Its: Owner

TYPE:Resolution**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation**DATE:**March 17, 2020**DESCRIPTION:**

Consideration of a Resolution Authorizing the Approval of an Estoppel Certificate for Roosevelt University and the Assignment and Assumption of Lease Between Robert Morris University Illinois (Assignor) and Roosevelt University (Assignee)

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

COW -

DATE:

March 17, 2020

BACKGROUND:

Robert Morris University is in the third year of a non-exclusive facility usage license agreement with the Village. The agreement allows for use of the baseball and softball fields on a term that expires in December of 2021 as well as for use of the ice arenas and related locker room facilities on a term that expires in March of 2027.

Robert Morris University has been acquired by Roosevelt University, effective March 9, 2020. Robert Morris University Illinois and Roosevelt University are seeking Village approval for the Assignment and Assumption of the current agreement. Additionally, Roosevelt University has requested that Village approves an Estoppel certificate.

KEY ISSUES:

The estoppel requires the Village to certify to the purchaser, Roosevelt University, the following conditions are true and correct:

1. That the Village of Bensenville is the owner authorized to enter into the License and to authorize assignments thereof;
2. A true and complete copy of the License;
3. That the License has not been amended or modified, except as reflected in the License.
4. The term of the License.
5. That Robert Morris University and the Village of Bensenville are in compliance with the terms of the license, there are no defaults by either party and the Village has no knowledge of any violations with respect to the License by either party.
6. Amounts currently payable under the terms of the License.
7. That Robert Morris University is current on all rental terms through February of 2020.

Staff has reviewed and verified that all facts, figures, terms and conditions stated within the Estoppel Certificate for Lease are true and correct.

The Assignment and Assumption of Lease transfers and conveys all rights, title and interests contained within the License agreement from RMU to Roosevelt University. Such assignment is contingent on the approval of the Village of Bensenville.

ALTERNATIVES:

- Discretion of the Committee of the Whole.

RECOMMENDATION:

Staff recommends approval of the Estoppel Certificate and the Assignment and Assumption of Lease between Robert Morris University Illinois and Roosevelt University.

BUDGET IMPACT:

This license is projected to generate \$451,000 in the form of ice arena usage fees, baseball/softball field usage fees and amusement tax. These revenues were included in the 2020 annual budget.

ACTION REQUIRED:

Approve the Resolution Authorizing the Approval of an Estoppel Certificate for Roosevelt University and the Assignment and Assumption of Lease between Robert Morris University Illinois (Assignor) and Roosevelt University (Assignee).

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	3/11/2020	Resolution Letter
Exhibit A - Agreement	3/11/2020	Exhibit
Exhibit B - Assignment and Assumption of Lease	3/11/2020	Exhibit
Exhibit C - Estoppel Certificate for Lease	3/11/2020	Exhibit

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE APPROVAL OF AN ESTOPPEL
CERTIFICATE AND THE ASSIGNMENT AND ASSUMPTIO OF LEASE BETWEEN
ROBERT MORRIS UNIVERSITY ILLINOIS AND ROOSEVELT UNIVERSITY**

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

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the “ARENA”) as well as baseball and softball facilities commonly known as Memorial Field and Liberty Field (collectively “REDMOND PARK”); and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license time and use of the ARENA and REDMOND PARK for the purposes of providing community entertainment, enriching the lives of its residents and generating revenue to fund the costs of maintenance, operation and management of the ARENA and REDMOND PARK; and

WHEREAS, an organization known as ROBERT MORRIS UNIVERSITY ILLINOIS, An Illinois not-for-profit Corporation, currently has a license with the VILLAGE for time and use of the ARENA and REDMOND PARK pursuant to the terms and conditions as expressed in a certain Non-Exclusive Facility Usage License Agreement (hereinafter the “AGREEMENT”) attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, ROBERT MORRIS UNIVERSITY ILLINOIS has expressed a desire to assign the AGREEMENT for the use of the ARENA and REDMOND PARK in accordance with

the terms and conditions as expressed in the subsequent Assignment and Assumption of Lease (hereinafter the “ASSIGNMENT”) attached hereto and incorporated by reference herein as Exhibit “B”; and

WHEREAS, ROOSEVELT UNIVERSITY, an Illinois not-for-profit corporation has expressed a desire to assume ROBERT MORRIS UNIVERSITY ILLINOIS’ interest in the AGREEMENT for use of the ARENA and REDMOND PARK in accordance with the terms and conditions as expressed in the subsequent ASSIGNMENT attached hereto and incorporated by reference herein as Exhibit “B”; and

WHEREAS, ROOSEVELT UNIVERSITY, an Illinois not-for-profit corporation requires the Village of Bensenville to certify the terms and conditions listed on the subsequent Estoppel Certificate for Lease (hereinafter the “ESTOPPEL”) are true and correct and attached hereto and incorporated by reference herein as Exhibit “C”; and

WHEREAS, President and Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to certify the ESTOPPEL and approve the ASSIGNMENT of the AGREEMENT by ROBERT MORRIS UNIVERSITY ILLINOIS to ROOSEVELT UNIVERSITY.

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

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

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Assignment and Assumption of Lease and the Estoppel Certificate for Lease attached

hereto and incorporated herein by reference as Exhibit “B” and Exhibit “C”.

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 24th day of March 2020.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

RESOLUTION NO. R-148-2016

**A RESOLUTION APPROVING A NON-EXCLUSIVE FACILITY USAGE LICENSE
AGREEMENT WITH ROBERT MORRIS UNIVERSITY**

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

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the “ARENA”) as well as sports fields commonly known as Memorial Field and Liberty Field (collectively “REDMOND PARK”); and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license time and use of the ARENA and REDMOND PARK for the purposes of generating revenue to fund the costs of maintenance, operation and management of the ARENA and REDMOND PARK; and

WHEREAS, an organization known as Robert Morris University, an Illinois not for profit corporation, currently has a license with the VILLAGE for time and use of the ARENA and REDMOND PARK pursuant to the terms and conditions as expressed in a certain Ice Arena and Facility Usage License Agreement; and

WHEREAS, Robert Morris University has expressed a desire to renew the Ice Arena and Facility Usage License Agreement for the use of the ARENA and REDMOND PARK in accordance with the terms and conditions as expressed in the subsequent Non-Exclusive License

Agreement (hereinafter the "AGREEMENT") attached hereto and incorporated by reference herein as Exhibit "A"; and

WHEREAS, the continued orderly use, operation, and maintenance of Redmond Park and the Edge, and portions thereof, promotes educational, recreational, and economic development opportunities for the Parties and the local community; and

WHEREAS, President and Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with Robert Morris University.

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


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

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Ice Arena and Facility Use Agreement attached hereto and incorporated herein by reference as Exhibit "A."

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

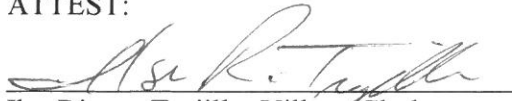
PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 22nd day of November 2016.

APPROVED:



Frank Soto, Village President

ATTEST:


Ilsa Rivera-Trujillo, Village Clerk

Ayes: Jaworska, Majeski, O'Connell, Wesseler

Nays: None

Absent: Carmona, DeSimone

NON-EXCLUSIVE LICENSE AGREEMENT

This License Agreement is entered into as of the 22nd day of November, 2016 (the "Effective Date") by and between the Village of Bensenville, DuPage and Cook Counties (hereinafter the "Village"), an Illinois municipal corporation with offices at 12 S. Center Street, Bensenville, Illinois, and Robert Morris University ("Robert Morris University"), an Illinois not for profit corporation, 401 South State Street, Chicago, Illinois 60605 (hereinafter collectively known as the "Parties").

INTRODUCTION

WHEREAS, the Village is an Illinois Municipality organized by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970; and

WHEREAS, the Village is undertaking this agreement pursuant to the authority set forth in Section 8-1-7(e) of the Illinois Municipal Code (65 ILCS 5/8-1-7(e)), and the Illinois Constitution of 1970, Article 7, Section 10; and

WHEREAS, pursuant to the authority granted to the Village by the laws of the State of Illinois and the Illinois Constitution of 1970, the Village owns and operates baseball and softball facilities commonly known as Redmond Park ("Redmond Park") and ice arenas, located at 735 East Jefferson Street and 545 John Street, Bensenville, commonly known as the Edge Ice Arenas, ("Edge"); and

WHEREAS, for a period many years, the Village has licensed through two separate agreements, as amended from time to time, the non-exclusive use of Redmond Park facilities and the Edge Ice Arenas to Robert Morris University, which has been to the benefit of the Parties and to the residents of the Village of Bensenville as it has resulted in the improvement of athletic opportunities in the Village both at Redmond Park and the Edge; and

WHEREAS, the continued orderly use, operation, and maintenance of Redmond Park and the Edge, and portions thereof, promotes educational, recreational, and economic development opportunities for the Parties and the local community; and

WHEREAS, the Village has determined that extending the Non-Exclusive Licensed Use of the Redmond Park facilities and Edge through this Amended Non-Exclusive License Agreement ("Agreement") with Robert Morris University is in the best interests of the Village as it generates revenues to fund the costs associated with the maintenance, operation and use of the Village's athletic facilities which benefit the community at large.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, it is hereby agreed as follows:

ARTICLE I-GENERAL

TERMS AND CONDITIONS

- 1.1 **PURPOSE.** The purpose of this Agreement is to define the rights and obligations of the Parties for the use, operation, and maintenance of certain facilities located at Redmond Park and the Edge.
- 1.2 **ADMINISTRATION.** This Agreement provides for a cooperative undertaking for the mutual benefit of the Parties without creating any separate legal or administration entity.
- 1.3 **DEFINED TERMS.** As used in this Agreement, all terms shall have the meanings ascribed to herein:
- 1.3.1. "Agreement" means this Non-Exclusive License Agreement.
- 1.3.2 "Redmond Park" shall mean the softball and baseball fields located at 735 East Jefferson Street, Bensenville, Illinois.
- 1.3.3 "Edge" shall mean the ice rinks and all related facilities located at 735 East Jefferson Street and 545 John Street, Bensenville, Illinois.
- 1.3.4 "Effective Date" shall mean the date upon which this document is fully executed by the Parties.
- 1.3.5 "Expenses" shall mean all costs and liabilities of use of the facilities set forth herein and holding events, including but not limited to, materials, labor, Maintenance, insurance, utilities, Taxes, and special assessments.
- 1.3.6 "Force Majeure" shall include Acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America, or any state thereof, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornados, storms, floods, washouts, droughts, arrests, restraining of government and people, civil disturbances, explosions, nuclear accidents, condemnation by the State of Illinois or any political subdivision thereof, wars or failure of utilities. Force Majeure shall not include economic hardship.
- 1.3.7 "Locker Rooms" shall mean three (3) Locker Rooms, and all related amenities and improvements located at the Edge, two of which Locker Rooms are located at the Edge on Jefferson West and One Locker Room, otherwise known as the Premium Locker Room, located at the Edge on Jefferson East.

1.3.8 “Ice Time” shall mean the ice time that Robert Morris University shall purchase, each year, from the Village in accordance with the terms set forth in Article VI.

1.3.9 “Maintenance” shall include all maintenance, repairs and replacement of Redmond Park, or any portion thereof, and the Edge, or any portion thereof, and all related Personal Property, utilities and infrastructure charges, custodial services (including trash pickup and removal). Maintenance shall not include Capital Improvements.

1.3.10 “Party” shall mean Robert Morris University and/or the Village individually and “Parties” shall mean Robert Morris University and the Village collectively.

1.3.11 “Personal Property” shall include all personal property, tools, equipment, and trade fixtures that are not deemed real property and that are necessary or desirable to operate the Locker Rooms, but excluding game equipment and other athletic equipment that is not shared by Robert Morris University and the Village. The expense for personal property that is not shared by Robert Morris University and the Village will be the sole responsibility of each respective Party.

1.3.12 “Taxes” shall include, but are not limited to, any sales, amusement, and occupation taxes, ad valorem (real property) taxes, and personal property taxes.

1.3.13 “Third Party User” means any user, excluding Robert Morris University, to which the Village grants its approval to use facilities at Redmond Park and the Edge Ice Arenas.

1.4 USAGE AND REFERENCES. As used in this Agreement, the terms herein, herewith, hereof and other variations thereof are references to this Agreement, taken as a whole; the terms include, includes, including and other variations thereof mean including, without limitation; and references to a Section, subsection, clause, Article, Exhibit, Appendix or Schedule shall mean a Section, subsection, clause, Article, Exhibit, Appendix or Schedule of this Agreement, as the case may be, unless in any such case the context requires otherwise. All references to a given agreement, instrument or other documents shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made, and reference to a law includes any amendment or modification thereof through the date as of which reference is made. A reference to any Person includes its successors and permitted assigns. The singular shall include the plural and the masculine shall include the feminine and neutral genders, and vice versa.

1.5 COOPERATION. The Parties agree to use their best efforts to cooperate with one another to use, maintain and operate Redmond Park and the Edge in accordance with the terms and spirit of this Agreement. Best efforts shall include necessary

administrative and logistical support to maintain and operate the facilities described herein without undue delay and within the resources identified.

- 1.6 OWNERSHIP OF REDMOND PARK AND EDGE.** Redmond Park, and all portions thereof, and the Edge, and all portions thereof, shall remain the exclusive real property of the Village of Bensenville. This Agreement does not contemplate or approve the conveyance of any real property interest in Redmond Park or any portion thereof, or of the Edge, or any portion thereof.

ARTICLE II

TERM OF THE AGREEMENT

2.1 TERM.

2.1.1 Redmond Park. The term of this Agreement regarding use of Redmond Park and its associated facilities (Liberty and Memorial Fields) shall commence on December 15, 2016 and shall terminate on December 14, 2021. The Parties have the right to extend the Term set forth for one additional five (5) year term, and to set new terms of use and agreement at the time of extension of the option.

2.1.2 The Edge. The term of this Agreement regarding use of the Edge and the Locker Rooms shall commence April 1, 2017 and shall terminate on March 31, 2027.

2.2 EARLY TERMINATION. This Agreement:

2.2.1 May be terminated by the Village only upon permanent closure of the facilities and by giving no less than three hundred sixty-five (365) days written notice of termination, which termination shall be effective on the effective date for termination set forth in that termination notice.

2.2.2 May be terminated by Robert Morris University only upon dissolution of its men's and women's hockey programs and by giving no less than three hundred sixty-five (365) days written notice of termination, which termination shall be effective on the effective date for termination set forth in that termination notice.

ARTICLE III

GENERAL USE PROVISIONS

- 3.1 **PURPOSES.** Robert Morris University shall use the Village's Redmond Park, and Edge, and any portions thereof, in strict accordance with the terms of this Agreement.
- 3.2 **TEMPORARY SUSPENSION OF USE.** If a mechanical failure shall occur at the Edge which would affect the quality of the ice, or the ability of the Village to allow use of the Edge in any way, Robert Morris University shall be relieved of paying any sum for use of the Edge otherwise due and owing under this Agreement, until such time as the use of the Edge can resume. If monies have been paid for ice time not eligible for use as a result of a failure of the Village to provide such use, those sums shall be credited to Robert Morris University.
- 3.3 **FOOD/BEVERAGE.** Food and beverage consumption at the Edge shall be limited to purchase of such food and beverage as is available from the food/beverage company which provides concessions and catering under contract with the Village.
- 3.4 **PERSONNEL.** Neither Party shall have any obligation to the hire or engage staff or volunteers needed for purposes of any programs or other activities carried on by the other Party. Each Party shall use reasonable efforts to avoid the presence at Redmond Park or the Edge of any staff or volunteer hired or engaged by them who has been convicted of any offenses which prohibits employment by either Party. Each Party is prohibited from hiring or otherwise engaging individuals contemporaneously employed by the other Party.
- 3.5 **DAMAGE BY A PARTY.** Each Party shall be liable for, and shall bear the expense of, repairing or replacing any material damage or destruction of all or any portion of Redmond Park or the Edge to the extent (but only to the extent) caused by the negligence or other wrongful act or omission of that Party or its members, agents, assigns, officials, officers, or employees; provided, that neither Party shall be individually liable for normal wear and tear to Redmond Park or the Edge during the term of this Agreement.
- 3.6 **SPECIAL MAINTENANCE.** Robert Morris University shall bear any excess maintenance costs arising out of its use of Redmond Park and/or the Edge. For purposes of this Agreement, "excess maintenance costs" refers to the additional amount of maintenance costs incurred in addition to what would normally be incurred.
- 3.7 **HAZARDS: OTHER NOTICES.** Robert Morris University shall promptly notify the Village of: (i) any unusual safety hazard or any material safety-related defects at Redmond Park or the Edge of which Robert Morris University becomes aware, and (ii) any damage to Redmond Park or the Edge for which Robert Morris

University would be liable, or any personal injuries of which Robert Morris University becomes aware that were incurred at Redmond Park or the Edge during any use thereof by Robert Morris University, other than injuries to any Village employees or invitees.

ARTICLE IV

TRADEMARKS

- 4.1 The Village acknowledges that the name "Robert Morris University" and all derivative marks (hereinafter collectively "Marks"), and the logo associated with Robert Morris University (hereinafter "Logo") are the sole and exclusive property of Robert Morris University. Robert Morris University hereby grants to the Village of Bensenville a limited and non-exclusive license during the term of this Agreement to use the Mark and Logo as provided for in this Article. The Village shall obtain the prior written approval to use the Mark and Logo from Robert Morris University. Said approval shall not be unreasonably withheld.
- 4.2 The Village shall have the right but not the obligation to use, display, or otherwise incorporate the Mark and/or Logo at Redmond Park and the Edge, and in any advertisements, press releases, announcements, or other documents. However, the Village shall obtain the prior written approval to use the Mark and Logo from Robert Morris University. Said approval shall not be unreasonably withheld.
- 4.3 Robert Morris University shall be permitted to display the Mark and/or Logo at Redmond Park and the Edge, subject to the prior written approval of the Village. Said approval shall not be unreasonably withheld.
- 4.4 Robert Morris University shall be permitted to retain, at its expense, the lighted sign depicting the Logo, on the outside frontage of the Edge.
- 4.5 Robert Morris University shall be allocated space throughout the Edge to distribute school materials on an as needed basis.
- 4.6 Robert Morris University will have the opportunity to have its Logo displayed in the ice at cost of \$2,500.00.
- 4.7 Robert Morris University will be provided with a single board space Logo in the stadium rink at the expense of the Village.
- 4.8 Robert Morris University and the Village will collectively, with other user groups, market additional board space/sponsorships within the Edge.

ARTICLE V

SCOPE AND TERMS OF LICENSE - REDMOND PARK

- 5.1 Subject to the terms of this Agreement, Robert Morris University is hereby granted a non-exclusive license to use Redmond Park, specifically the Memorial Stadium baseball facility and Liberty Field softball facility.
- 5.2 Robert Morris University shall pay the Village Twenty Thousand and 00/100 Dollars (**\$20,000**) per year for this non-exclusive license to use the Redmond Park facilities set forth in Section 5.1 herein. Such use shall also be subject to the Village's five percent (5%) Amusement Tax. Payment shall be due in one lump sum payment, due no later than June 1 of each year of the Agreement.
- 5.3 Robert Morris University shall provide the Village with a schedule of specific dates on which the University will use the baseball and softball fields for the coming season. Relative to the baseball and softball fields, Robert Morris University shall provide the Village with said schedule no later than January 1 of each year, unless otherwise agreed to by the Parties in writing.
- 5.4 Robert Morris University shall be entitled to the non-exclusive use of the baseball and softball fields for a cumulative total of not more than sixty-five (65) dates per year. The Village reserves the right to charge additional license fees for all dates in excess of the cumulative total of sixty-five (65) per year. The Village shall give Robert Morris University scheduling priority over others in the use of the baseball and softball fields. The failure of Robert Morris University to use said fields shall not relieve the University of its obligation to pay the license fee as more fully set forth in Section 5.2 herein. The Village shall use its best efforts to make additional dates needed for tournaments and post-season games available to Robert Morris University upon sufficient notice to the Village.
- 5.5 Robert Morris University shall be entitled to the non-exclusive use of the batting cage and during ordinary operating hours.
- 5.6 Robert Morris University shall be solely responsible for equipping Redmond Park in its sole discretion.

ARTICLE VI

SCOPE AND TERMS OF LICENSE

THE EDGE – LOCKER ROOMS AND PURCHASE OF ICE TIME

6.1 USE OF LOCKER ROOMS.

6.1.1 Robert Morris University shall have exclusive use of the Locker Rooms, provided, however, that the Village reserves the right to use the Locker Rooms, or portions thereof, provided: (i) the Village shall make a written request for said use to Robert Morris University, (ii) Robert Morris University approves said request in writing, which approval shall not be unreasonably withheld; and (iii) the Village or Third Party User shall enter into a mutually acceptable agreement with Robert Morris University relating to the use of the Locker Rooms. Said agreement shall require: (a) that equipment owned by Robert Morris University shall not be used by the Village or Third Party User; and (b) that the Village or Third Party User shall provide adequate insurance, and name Robert Morris University as an additional insured party; and (c) the Village or Third Party user shall indemnify Robert Morris University from any and all claims arising out of the use of the Locker Rooms; and (d) that any and all custodial maintenance of the Locker Rooms and/or repair costs thereto, resulting from the Village or Third Party User's use of the Locker Rooms as herein provided shall be the responsibility of the Village or Third Party User.

6.1.2 For such right as set forth in Section 6.2.1, Robert Morris University shall pay to the Village the following:

(a) Forty-Eight Thousand and 00/100 Dollars per year for Two Exclusive Locker Rooms located at Jefferson West.

(b) Twenty-Five Thousand and 00/100 Dollars per year for One Exclusive Locker Room (Premium Locker Room) at Jefferson East.

(c) Payment shall be due quarterly in equal installments on the following dates: September 1, December 1, March 1, and June 1 of each year of this Agreement.

6.1.3 Robert Morris University shall be solely responsible for equipping the Locker Rooms in its sole discretion.

6.1.4 Any equipment purchased by Robert Morris University shall remain the property of Robert Morris University.

6.1.5 Except as provided for in Section 6.1.1, Robert Morris University shall be responsible for the performance and cost of custodial maintenance of the Locker Rooms. Costs associated with the Locker Rooms repair shall be paid by the Village

or its designees, subject to reimbursement on a direct cost basis. The Village shall provide reasonable notice to Robert Morris University prior to any repair work so as to avoid interference with Robert Morris University's use of the Locker Rooms. Notwithstanding the foregoing, all structural and mechanical system maintenance and repaid shall be performed by and paid for by the Village.

6.1.6 The Parties acknowledge that as of the date of this Agreement, the Village is exempt from property taxation, and that certain taxing bodies may impose taxes upon Robert Morris University and/or the Village based upon, among other things, usage of the Locker Rooms. Any and all taxes imposed as a result of Robert Morris University's use of the Locker Rooms are the sole responsibility of Robert Morris University.

6.2 PURCHASE OF ICE TIME; ANNUAL ICE TIME USE SCHEDULE.

6.2.1 No later than thirty (30) days prior to the annual anniversary of this Agreement, the Parties shall agree to an Annual Ice Time Use Schedule in substantially the same form as the Annual Ice Time Use Schedule attached hereto and incorporated herein as Exhibit A.

6.2.2 In no event shall the annual amount of Ice Time be less than eight hundred (800) hours, at a rate of Three Hundred Seventy and 00/100 Dollars (\$370.00) per hour for a minimum total of Two Hundred, Ninety-Six Thousand and 00/100 Dollars (\$296,000.00) per season. Use of the ice shall also be subject to the five percent (5%) Village Amusement Tax. Following the first season of this Agreement, Ice Time Cost shall increase each year of this Agreement by Three Percent (3%), commencing at the start of each new season.

6.2.3 If Robert Morris University fails to use eight hundred (800) hours of Ice Time, Robert Morris University shall pay the Village for the difference between the amount of Ice Time actually used and the eight hundred (800) hours at the rate set forth in Section 6.2.2.

6.2.4 The Village and Robert Morris University will annually (or more often as necessary) meet and reasonably agree on the schedule for all Robert Morris University home games on stadium ice for the then coming season.

ARTICLE VII

INSURANCE AND LIABILITY

7.1 **INSURANCE POLICIES.** Notwithstanding anything to the contrary in this Agreement, each of the parties to this Agreement shall procure and maintain in

effect, the insurance coverage as described below for the entire term of this Agreement.

7.1.1 Village's Liability Insurance. During the term of this Agreement, the Village shall carry General Liability insurance in the amount of \$1,000,000 per occurrence plus an umbrella/excess liability limit of \$10,000,000 per occurrence.

7.1.2 Robert Morris University's Liability Insurance. During the term of this Agreement, Robert Morris University shall include coverage of Redmond Park and the Edge with its general liability insurance program, which shall include general liability insurance coverage with a limit of not less than \$3,000,000 per occurrence provided on an occurrence basis, and commercial umbrella coverage with a limit of not less than \$7,000,000 in excess and umbrella coverage. If Robert Morris University proposes to change carriers during the term of this Agreement, such replacement insurance coverage shall be issued by a carrier or carriers reasonably satisfactory to the Village. All such policies shall provide, and Robert Morris University shall cause each carrier in question to issue a certificate to the Village evidencing that:

- (a) the Village is named as an additional insured under each policy in question with respect to any coverage afforded thereunder;
- (b) such coverage shall not be cancelled or modified without prior thirty (30) day written notice to the Village; and
- (c) the policy in question contains Insurance as Primary and Severability of Interest clauses.

7.2 **WORKER'S COMPENSATION COVERAGE.** Each Party hereto shall maintain and keep in force worker's compensation and employer's liability insurance for its own benefit. Such insurance shall include employer's liability limits of not be less than \$500,000 for each accident resulting in bodily injury by accident and \$500,000 for each accident resulting in bodily injury by accident and \$500,000 for each employee for bodily injury by disease.

7.3 **COVERAGE EVIDENCE.** Each year, Robert Morris University shall provide the Village with a certificate of insurance naming the Village as additional insured.

7.5 **INDEMNIFICATION AND WAIVER.** Robert Morris University agrees to indemnify, defend, protect and hold harmless the Village, its corporate authorities, officers and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in a connection therewith, including but not limited to reasonable attorney's fees, expert witness fees and costs of defense (collectively, the "Losses") directly or

proximately resulting from Robert Morris University's acts or omissions within the scope of this Agreement, except to the extent that the Village is the sole legal cause of said Losses. Nothing set forth in this Agreement shall be deemed a waiver by the Village of any defenses or immunities relating to Robert Morris University, its property or personnel, or to any other person or entity or their property, that are or would be otherwise available to the Village or its corporate authorities, officers and employees under the statutes and common law of the State of Illinois or the United States of America. The provisions of this Section shall survive the expiration or earlier termination of this Agreement or renewal thereof.

ARTICLE VII

REPRESENTATIONS

8.1 ROBERT MORRIS UNIVERSITY'S REPRESENTATIONS. Robert Morris University hereby makes to the Village the representations set forth herein.

8.1.1 Status. Robert Morris University is a not for profit corporation formed under the laws of the State of Illinois and is in good standing.

8.1.2 Authority. Robert Morris University has the full lawful right, power and authority under currently applicable law, to execute and deliver and perform its obligations under the terms of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary corporate action on the part of Robert Morris University. This Agreement (i) constitutes the legal, valid and binding obligation of Robert Morris University and is enforceable in accordance with its terms and provisions, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditor's rights and remedies generally and to the effect of general principles of equity (regardless of whether enforcement is sought in or considered to be in a proceeding law or in equity), and (ii) does not require the consent of any other person or entity. The performance of its obligations under this Agreement by Robert Morris University will not constitute a violation of any law, contract, judgment or order applicable to it, and Robert Morris University will comply with all laws applicable to it in the course of fulfilling its obligation under this Agreement.

8.1.3 Compliance with the laws. To the best knowledge, Robert Morris University's use of Redmond Park and the Edge will comply in all material respects with all applicable Federal, State and local laws.

8.2 VILLAGE'S REPRESENTATIONS. The Village hereby makes to Robert Morris University the representations set forth herein.

8.2.1 Status. The Village is a municipal corporation organized and in good standing under the Illinois Municipal Code.

8.2.2 Authority. Pursuant to Article 7, Section 10 of the Illinois Constitution 1970, and the Illinois Municipal Code, 65 ICLS 5/8-7-1(e), the Village has the full lawful right, power and authority under currently applicable law, to execute and deliver and perform its obligations under the term of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary corporate action on the part of the Village. This Agreement (i) constitutes the legal, valid and binding obligation of the Village and is enforceable in accordance with its terms and provisions. The performance of its obligations under this Agreement by the Village will not constitute a violation of any law, contract, judgment or other applicable to it, and the Village will comply with all laws applicable to it in the course of fulfilling its obligations under this Agreement.

ARTICLE IX

MISCELLANEOUS

- 9.1 TIME OF ESSENCE. Time is of the essence with respect to all rights and obligations created under this Agreement. The Parties shall make every reasonable effort to expedite the fulfillment of the obligations and hereby acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 9.2 ENTIRE AGREEMENT. It is intended by the Parties that this Agreement and the incorporated, attached and referenced documents shall be an integrated contract. This Agreement and the exhibits attached hereto constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements, arrangements and communications of the Parties dealing with such subject matter, whether oral or written. No other promise, agreement understanding, or representation concerning the subject matter of this Agreement will be binding unless made in writing and signed by the Parties. All amendments to this Agreement must be in writing and signed by all the Parties.
- 9.3 GOVERNING LAW. This agreement and the rights and obligations of the parties hereto shall be governed by and constructed in accordance with the internal laws of the State of Illinois, in every respect, including, but not limited to validity, interpretation and performance, notwithstanding that one or more of the parties to this Agreement may now be or hereafter become domiciled in or a resident of another state or foreign country.
- 9.4 FORUM SELECTION. The Parties agree that (i) any Federal Court located within Cook County, Illinois or DuPage County, Illinois, and any state court located in DuPage County, Illinois shall have jurisdiction to adjudicate any dispute between the Parties which arises out of, or in connection with, this Agreement, and (ii) only

the aforementioned courts shall be eligible for use by the Parties for purposes of trial level proceedings, with such election constituting an exclusive forum selection.

- 9.5 **RELATIONSHIP: NO THIRD PARTY BENEFICIARIES.** Nothing provided in this Agreement or in the exhibits attached hereto shall be deemed to create any relationship between the Parties of employment or partnership. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, including but not limited to any school or school district, or to acknowledge, establish, or impose any legal duty to any third party.
- 9.6 **SEVERABILITY.** If for any reason whatsoever, anyone or more of the provisions of this Agreement shall be held or deemed to be invalid, unenforceable, or otherwise inoperative, then it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and is also the intention of the Parties hereto that in lieu of each such illegal provisions or clauses of this Agreement, a clause as similar as legal or possible as may be legal shall be substituted. It is further the intention of the Parties hereto that the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 9.7 **NOTICES.** All notices and other communications required under this Agreement shall be in writing and may be given by any of the following methods: (i) personal delivery; (ii) facsimile or e-mail transmission; (iii) registered or certified mail, postage prepaid, return receipt requested; or (iv) overnight delivery service. Notices shall be sent to the appropriate party at its address, e-mail address or facsimile number given below (or at such other address or facsimile number for such party as shall be specified by notice given hereunder):

If to Village:

Village Manager

12 S. Center Street

Bensenville, IL 60106

esummers@bensenville.il.us

With a copy to:

If to Robert Morris University

Vice President for Extra Curricular
Activities and Athletic Director

401 South State Street

Chicago, IL 60605

msmith@robertmorris.edu

With a copy to:

Bond, Dickson & Associates, P.C.

400 S. Knoll, Unit C

Wheaton, IL 60187

marydickson@bond-dickson.com

All such notices and communications shall be deemed received upon the earlier of (i) actual receipt thereof by the addressee, or (ii) actual delivery thereof to the appropriate address, (iii) in the facsimile transmission, upon transmission thereof by the sender and issuance by the transmitting machine of a confirmation slip confirming that the number of pages constituting the notice have been transmitted without error. In the case of notices sent by e-mail or facsimile transmission, the sender shall contemporaneously mail a copy of the notice to the addressee at the address provided for above. However, such mailing shall in no way alter the time at which the e-mail or facsimile notice is deemed received.

9.9 CAPTIONS. Section headings and numbers herein are included for convenience of reference only, and if there shall be any conflict between any such numbers and headings and the text of this Agreement, the text shall control. Each Party has participated in the drafting of this Agreement to the effect that the rule of construction resolving ambiguity against the drafting Party shall not apply, and no inference in favor of, or against any Party shall be drawn from the fact that one party has drafted the same. Conflicts between this Agreement and any Attachments shall, where possible, be resolved by reading the terms together as a whole, otherwise the terms of this Agreement shall prevail.

9.10 WAIVERS. The failure (with or without intent) of any Party to insist upon the strict performance by any other Party of any provision of this Agreement shall not be deemed to constitute a modification of any of the provisions hereof, or a waiver of the right to insist at any time thereafter upon performance strictly in accordance with the provisions of this Agreement. No waiver of any term, condition or provision shall operate as a waiver of any other term, condition or provision under the Agreement and no waiver of any term, condition or provision shall operate as a continuing waiver.

9.11 SURVIVAL. The ending of the term of this Agreement (for any reason and regardless of how ended) shall not effectuate any termination of the rights and obligations of the Parties hereunder which are expressly contemplated to survive the termination of this Agreement.

9.12 ASSIGNMENTS. No Party may assign or delegate any of the benefits or duties under this Agreement without the prior written consent of each other Party; provided, that such consent shall not be unreasonably withheld.

- 9.13 **ACKNOWLEDGEMENT.** Each of the Parties hereby acknowledges that this Agreement has been entered into for good and valuable consideration, the receipt and sufficiency of which are also hereby acknowledged. The representations, covenants and resuscitations set forth in the foregoing recitals are material to this Agreement and are herein incorporated into and made a part of this Agreement as though they were fully set forth herein.
- 9.14 **FURTHER ASSURANCES.** Each Party hereby acknowledges that this Agreement has been entered into for good and valuable consideration, the receipt and sufficiency of which are also hereby acknowledged. The representations, covenants and resuscitations set forth in the foregoing recitals are material to this Agreement and are herein incorporated into and made a part of this Agreement as though they were fully set forth herein.
- 9.15 **CONFLICTS OF INTEREST.** No officer, employee or agent of the Parties shall have any personal pecuniary interest, direct or indirect, arising out of or related to this Agreement.
- 9.16 **AMENDMENT.** This Agreement may be amended only by the written agreement of the Parties, and as provided by law.
- 9.17 **ENFORCEMENT AND REMEDIES.** This Agreement shall be enforceable when properly executed by all the parties. The non-breaching Party may, in addition to terminating this Agreement pursuant to Section 2.2(a) of this Agreement, seek any remedy at law or in equity without notice or demand, including specific performance. No delay or omission of any Party in exercising any remedies or power accruing upon any event or default shall impair any remedies or power shall be construed as a waiver or any event of default or breach of any acquiescence therein.
- 9.18 **DEFENSE OF AGREEMENT.** In the event that any court or governmental agency having jurisdiction over the subject matter contemplated by this Agreement shall, in the context of proceedings involving any third party, question whether this Agreement is contrary to law, or in the event of legitimacy of the Agreement is otherwise challenged before a court or governmental agency having jurisdiction thereof other than in the context of a dispute between the Parties hereto, then the Parties shall jointly and severally defend the integrity of the Agreement, unless after consultation between them, the mutually agree otherwise.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement pursuant to all requisite authorizing as of the date first above written.


Village of Bensenville

By: 
Frank Soto

Its: Village President

ATTEST: 
Village Clerk

Robert Morris University, LLC.

By: 
Megan Smith Eggert

Its: Vice President for Extra Curricular Activities and Athletic Director


ATTEST: 
Secretary
Nick A. Jarmuz

Exhibit A

Weekly General Ice Layout

September 1 – February 28

Monday

3:30 – 4:45 pm John Street

3:50 – 5:05 pm Jefferson East

Tuesday

3:30 – 5:00 pm Jefferson West

3:30 – 4:50 pm Jefferson East

Wednesday

3:30 – 5:00 pm Jefferson West

3:30 – 4:50 pm Jefferson East

9:20 – 10:20 pm Jefferson East

9:30 – 11:00 pm Jefferson West

Thursday

3:30 – 5:00 pm Jefferson West

3:30 – 4:50 pm Jefferson East

3:30 – 4:50 pm John Street

Friday

7:00 – 10:00 pm Jefferson West (Mens ACHA Division 1 and Women Only)

8:50 – 11:20 pm Jefferson East

9:00 – 11:30 pm John Street

Saturday

7:00 – 10:00 pm Jefferson West (Mens ACHA Division 1 and Women Only)

7:50 – 10:20 pm Jefferson East

8:30 – 11:00 pm John Street

June 1 – August 31

Wednesday

8:30 – 10:00 pm (Any rink)

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease (this "**Assignment**") is made and entered into as of March __, 2020 by and between ROBERT MORRIS UNIVERSITY ILLINOIS, an Illinois not-for-profit corporation ("**Assignor**"), and ROOSEVELT UNIVERSITY, an Illinois not-for-profit corporation ("**Assignee**").

RECITALS

- A. Assignor and Assignee are parties to an Asset Purchase Agreement for the sale of Assets dated February __, 2020 (as same may have been amended before the date hereof, the "**Agreement**").
- B. This Assignment is entered into pursuant to the Agreement and subject to all terms and conditions in the Agreement.
- C. Assignor is the tenant under a lease dated November 22, 2016 (the "**Lease**") between Assignor as tenant and VILLAGE OF BENSENVILLE as ("**Landlord**").
- D. Any defined term that is not redefined herein shall have its meaning in the Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Assignor and Assignee hereby agree as written below.

1. **ASSIGNMENT AND ASSUMPTION.** Assignor assigns, transfers, and conveys to Assignee, and Assignee assumes and receives from Assignor, all of Assignor's rights, title, and interests in, to, and under the Lease attached hereto as Exhibit A and incorporated herein for the Lease between Assignor and Landlord. Assignor hereby indemnifies, protects, defends and holds Assignee, Assignee's affiliates, their respective trustees, officers, directors, and agents and all of their respective successors and assigns (collectively, the "**Assignee Indemnified Parties**" and each, an "**Assignee Indemnified Party**") harmless from and against any and all losses, damages, claims, causes of action, costs and expenses (including, without limitation, attorneys' fees and costs) judgments, damages, and liability of any kind suffered or incurred by Assignee or an Assignee Indemnified Party related to the Lease and accruing prior to the date of this Assignment. Assignee hereby indemnifies, protects, defends and holds Assignor and Assignor's affiliates, their respective trustees, officers, directors, and agents and all of their respective successors and assigns (collectively, the "**Assignor Indemnified Parties**" and each, an "**Assignor Indemnified Party**") harmless from and against any and all losses, damages, claims, causes of action, costs and expenses (including, without limitation, attorneys' fees and costs), judgments, damages, liability of any kind suffered or incurred by Assignor or an

Assignor Indemnified Party related to the Lease and accruing from and after the date of this Assignment.

2. SUCCESSORS AND ASSIGNS. This Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective heirs, legal representatives, successors and assigns.

3. CONTINGENT ON LANDLORD APPROVAL AND CLOSING OF SALE. Assignor and Assignee each acknowledges and agrees that this Assignment is contingent on the approval of the Landlord and the consummation of the sale of the Assets from Assignor to Assignee under the Agreement.

4. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which shall be deemed to part of the same instrument, and all such counterparts shall constitute one Assignment.

5. RECITALS. The recitals are incorporated herein.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption of Lease to be executed as of the date first written above.

ASSIGNOR

ROBERT MORRIS UNIVERSITY
ILLINOIS, an Illinois not-for-profit
corporation

By: _____
Mablene Krueger, President

ASSIGNEE

ROOSEVELT UNIVERSITY,
an Illinois not-for-profit corporation

By: _____
Ali R. Malekzadeh, President

This assignment is accepted and approved and agreed to this __ day of March 2020.

Landlord:

VILLAGE OF BENSENVILLE

By: _____
Name: _____
Title: _____

Exhibit A
Lease

See Attached

ESTOPPEL CERTIFICATE FOR LEASE

February 13, 2020

Roosevelt University
430 S. Michigan Avenue
Chicago, IL 60605
Attn: Ali R. Malekzadeh, President
E-mail: amalekzadeh@roosevelt.edu

Re: Lease between Robert Morris University Illinois an Illinois not for profit corporation ("Tenant") and **VILLAGE OF BENSENVILLE**("Landlord")

Dear President Malekzadeh:

I am writing to certify to the purchaser, Roosevelt University, under its Asset Purchase Agreement between it and Tenant, with respect to that certain lease by and between Tenant and the Landlord dated **November 22, 2016** ("Lease"), that the following is true and correct as of the date hereof:

- 1) Landlord is the owner or designated agent of owner authorized to enter into the Lease and authorize assignments thereof;
- 2) A true, correct and complete copy of the Lease and any amendments thereto is attached hereto as **Exhibit A**;
- 3) The Lease has not been amended or modified, either orally or in writing, except as reflected in **Exhibit A**.
- 4) The term of the Lease commenced on:
 - a) For Redmond Park: **December 15, 2016**, and will expire on **December 14, 2021**, including any presently exercised option or renewal term. Tenant has the option to extend the term of the Lease for **[not specified]** renewal periods. Each renewal offers a term of **[not specified]** years.
 - b) For The Edge Ice Arenas & East/West Locker Rooms: **April 1, 2017** and will expire on **March 31, 2027**, including any presently exercised option or renewal term. Tenant has the option to extend the term of the Lease for **[not specified]** renewal periods. Each renewal offers a term of **[not specified]** years.
 - c) For Additional Jefferson Street Storage Room: **August 15, 2018** and will expire on **August 14, 2020**, including any presently exercised option or renewal term. Tenant has

the option to auto-renew the term of the Lease for subsequent renewal periods. Each renewal offers a term of **one (1)** year.

- 5) Landlord certifies to Roosevelt University that the Tenant and Landlord are in compliance with the Lease, there are no current defaults by either party thereunder, and Landlord has no knowledge of any violations with respect to the Lease by either party thereto;
- 6) The minimum rent currently payable under the Lease is:
 - a) For Redmond Park: **\$21,000/year**. In addition to base rent, Tenant is obligated to pay the following additional rent, if any: **NONE**
 - b) For The Edge Ice Arenas & East/West Locker Rooms: **\$390,676.40/year**. In addition to base rent, Tenant is obligated to pay the following additional rent, if any: **5% amusement tax**
 - c) For the Additional Jefferson Street Storage Room: **\$20,600 per year**. In addition to base rent, Tenant is obligated to pay the following additional rent, if any: **5% amusement tax**
- 7) Landlord certifies that all rent owed by Tenant to Landlord is current through February, 2020 and no rent has been paid in advance;
- 8) The undersigned acknowledges that Roosevelt University will rely on this certificate in agreeing to be bound by and taking and accepting an assignment of the Lease.

The undersigned hereby duly executes this certificate the day and year indicated above.

LANDLORD:

VILLAGE OF BENSENVILLE

By: _____

Name: _____

Title: _____

Exhibit A

Lease and Any Amendments