

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



BENSENVILLE
GATEWAY TO OPPORTUNITY

Village of Bensenville, Illinois VILLAGE BOARD BOARD OF TRUSTEES MEETING AGENDA 6:30 PM February 23, 2021

- 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 9, 2021 Village Board Meeting Minutes*
- VI. WARRANT
 1. *Warrant Report 2-23-2021 21/04 \$760,957.68*
- VII. **CONSENTAGENDA– CONSIDERATION OF AN “OMNIBUS VOTE”**
- VIII. **REPORTS OF VILLAGE DEPARTMENTS**
 - A. Administration – No Report
 - B. Community and Economic Development – No Report
 - C. Finance
 1. *A Resolution Authorizing an Agreement with MWM Consulting Group for Actuarial Services for Fiscal Years 2020 and 2021*
 - D. Police Department – No Report
 - E. Public Works
 1. *Resolution Authorizing the Execution of an Amendment No. 1 to an Existing Engineering Service Contract with Strand Associates, Inc. to Perform Design Engineering Services for the York Rd (LS-10) and Thomas-Foster (LS-15) Lift Station Upgrades in the Revised not-to-exceed amount of \$112,500.00*
 2. *Resolution Authorizing the Execution of a Contract with Superior Road Striping, Inc. of Melrose Park, IL for the 2021 Pavement Striping Program in the Amount of*

\$18,983.19

3. *Resolution Authorizing the Execution of a Four (4) Year Contract with St. Aubin Nursery & Landscaping, Inc. for the 2021-2024 Tree Purchase and Delivery Contract in the Not-to-Exceed Amount of \$142,230*

F. Recreation

1. *Resolution Authorizing an Amendment to the Licensing Agreement for Food and Beverage Service Operations at the Edge Ice Arenas Between Bella Vista Banquets and the Village of Bensenville*

IX. **REPORTS OF VILLAGE OFFICERS:**

A. PRESIDENT'S REMARKS:

1. *Proclamation Recognizing Albertsons-Jewel/Osco of Bensenville, Illinois*
2. *Proclamation of Appreciation to Fenton Community High School and Superintendent James Ongtengco*

B. VILLAGE MANAGER'S REPORT:

C. VILLAGE ATTORNEY'S REPORT:

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. 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)]

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

TYPE:Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**February 23, 2021**DESCRIPTION:**February 9, 2021 Village Board Meeting Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

DRAFT_210209_VB

Upload Date

2/17/2021

Type

Cover Memo

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

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING
February 9, 2021

CALL TO ORDER: 1. President DeSimone called the meeting to order at 6:30 p.m.

ROLL CALL: 2. Upon roll call by Village Clerk, Nancy Quinn, the following Board Members were present:

President DeSimone*, Village Clerk, Nancy Quinn*, Carmona*
Franz* Frey*, Lomax*, Panicola*,

Absent: Perez

A quorum was present.

Staff Present: E. Summers, J. Caracci*, S. Flynn*, J. McManus*, S. Viger, C. Williamsen

**Attended the meeting via electronic means.*

PUBLIC COMMENT: There was no public comment.

APPROVAL OF MINUTES: 3. The January 26, 2021 Village Board Meeting minutes were presented.

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

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola

NAYS: None

All were in favor. Motion carried.

WARRANT NO. 21/03: 4. President DeSimone presented **Warrant No. 21/03** in the amount of \$975,729.26.

Motion: Trustee Carmona made a motion to approve the warrants as presented. Trustee Franz the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola

NAYS: None

Motion carried.

**Resolution No.
R-14-2021:**

5. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-14-2021** entitled a **Resolution Authorizing the Execution of an Intergovernmental Agreement for the Village of Bensenville Continued Participation In the O'Hare Noise Compatibility Commission (ONCC) Through December 31, 2025.**

There were no questions from the Village Board.

Motion: Trustee Carmona made a motion to approve the resolution as presented. Trustee Franz seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-15-2021:**

6. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-15-2021** entitled a **Resolution Authorizing Waiving Competitive Bidding and Executing a Retail Sales Agreement with AVI Systems of Bensenville, Illinois in the Amount of \$23,787.00 for Village Board Room Production Switching Upgrade.**

There were no questions from the Village Board.

Motion: Trustee Carmona made a motion to approve the resolution as presented. Trustee Franz seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-16-2021:**

6. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-16-2021** entitled a **Resolution Approving an Extension of a Letter of Intent for the Contemplation of the Sale of 101 West Main Street and the Village Parking Lot on the East Side of North Center Street North of 13 West Main Street, Bensenville, Illinois.**

There were no questions from the Village Board.

Motion: Trustee Carmona made a motion to approve the resolution as presented. Trustee Franz seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola
NAYS: None
All were in favor. Motion carried.

**Resolution No.
R-17-2021:**

7. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-17-2021** entitled a **Resolution for a Contract Extension with LAR Lawn & Ground for the Tall Grass Program for the Village of Bensenville.**

There were no questions from the Village Board.

Motion: Trustee Carmona made a motion to approve the resolution as presented. Trustee Franz seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola
NAYS: None
All were in favor. Motion carried.

**Ordinance No.
3-2021:**

8. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 3-2021** entitled an **Ordinance Authorizing the Conveyance of a Village Owned Parcel of Real Property to the Bensenville Fire Protection District No.2 and Approving a Plat of Subdivision.**

There were no questions from the Village Board.

Minutes of the Village Board Meeting
February 9, 2021 Page 4

Motion: Trustee Carmona made a motion to adopt the ordinance as presented. Trustee Franz seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-18-2021:**

9. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-18-2021** entitled a **Resolution Authorizing an Agreement with G.W. & Associates, PC for Audit Services for the 2020 Fiscal Year.**

There were no questions from the Village Board.

Motion: Trustee Carmona made a motion to approve the resolution as presented. Trustee Franz seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-19-2021:**

10. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-19-2021** entitled a **Resolution Authorizing an Engineering Service Agreement with James J. Benes and Associates, Inc. (JJB) for the 2021 CDBG Annual Residential Streetlight Project in the Not-to-Exceed Amount of \$49,423.**

There were no questions from the Village Board.

Motion: Trustee Carmona made a motion to approve the resolution as presented. Trustee Franz seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-20-2021:**

11. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-20-2021** entitled a **Resolution Authorizing an Execution of a Construction Contract with Utility Dynamics, Inc. of Oswego, IL for 2021 CDBG Annual Residential Streetlight Project in the Not-to-Exceed Amount of \$839,158.**

There were no questions from the Village Board.

Motion: Trustee Carmona made a motion to approve the resolution as presented. Trustee Franz seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-21-2021:**

12. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-21-2021** entitled a **Resolution Authorizing the Execution of an Engineering Services Agreement with Baxter & Woodman Consulting Engineers for the 2021 Pretreatment Program Assistance in the Not-to-Exceed Amount of \$110,000.**

There were no questions from the Village Board.

Motion: Trustee Carmona made a motion to approve the resolution as presented. Trustee Franz seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-22-2021:**

13. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-22-2021** entitled a **Resolution to Approve Contract Amendment No. 3 to the Agreement Between the Village of Bensenville and Wight Construction Services, Inc.**

There were no questions from the Village Board.

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February 9, 2021 Page 6

Motion: Trustee Carmona made a motion to approve the resolution as presented. Trustee Franz seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S
REMARKS:**

Proclamation: President DeSimone read a proclamation into the record honoring the life of Clifford A. Sell Senior (1927-2021).

Motion: Trustee Carmona made a motion to approve the proclamation as presented. Trustee Franz seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola

NAYS: None

All were in favor. Motion carried.

**MANAGERS
REPORT:**

Village Manager, Evan Summers, announced the Village's plan is to return to in person meetings beginning in June 2021.

Mr. Summers announced the Village is planning to host a 4th of July celebration however, the annual parade has been cancelled.

Mr. Summers announced warming center information can be found on the Village's website or by calling Emergency Management.

**VILLAGE ATTORNEY
REPORT:**

Village Attorney, Joe Montana, had no report.

**UNFINISHED
BUSINESS:**

There was no unfinished business.

**NEW BUSINESS:
EXECUTIVE
SESSION:**

There was no new business.

Village Attorney, Joe Montana, stated there was not a need for Executive Session.

Minutes of the Village Board Meeting
February 9, 2021 Page 7

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

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola

NAYS: None

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 6:57 p.m.

Nancy Quinn
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, February 2021

TYPE:Warrant**SUBMITTED BY:**Tia Filishio**DEPARTMENT:**Finance**DATE:**2/18/2021**DESCRIPTION:**Warrant Report 2-23-2021 21/04 \$760,957.68**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:**Warrant Report 2-23-2021 21/04 \$760,957.68**ATTACHMENTS:****Description****Upload Date****Type**Warrant Report 2-23-2021 21/04 \$760,957.682/18/2021Backup Material

VILLAGE OF BENSENVILLE WARRANT 21/04

February 23, 2021

I hereby certify that the attached warrants are in accord with the current budget as adopted by the Corporate Authorities of the Village of Bensenville, and that sufficient funds are available to promptly pay said warrants, all in accordance with the Village Code and Illinois Statutes.

E. K. Summers

EVAN K SUMMERS
VILLAGE MANAGER

Julie A McManus

JULIE MCMANUS
DIRECTOR OF FINANCE

Approved by the Board of Trustees on February 23, 2021 hereby authorizing the Director of Finance to disburse \$ 760,957.68 the accounts indicated in the attached report.

NANCY QUINN
VILLAGE CLERK

FRANK DESIMONE
VILLAGE PRESIDENT



EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 2/23/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
ACS ENTERPRISES, INC.									
505									
186678	HVAC FILTER SERVICE - ALL VILL	CHICAGO	20210088	03/11/2021	11050440-542110	PW	R&M BUILDING	\$493.55	0
								493.55	
ADVANCE AUTO PARTS									
808									
15518-13004	REF #18359 RETURN FLEETRUNNE	BENSENVILLE		02/10/2021	11050110-542410	FN	R&M VEHICLES	\$-49.49	0
15518-29167	PARTS #277	BENSENVILLE	20210317	02/26/2021	11050420-542410	PW	R & M VEHICLES	\$37.22	0
15518-29563	PARTS #277	BENSENVILLE	20210317	03/03/2021	11050420-542410	PW	R & M VEHICLES	\$57.78	0
15518-29752	CARQUEST INVOICE	BENSENVILLE	20210362	03/04/2021	11060640-542410	CD	R&M VEHICLES	\$25.44	0
15518-29756	SHOP SUPPLIES	BENSENVILLE	20210351	03/04/2021	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$4.59	0
15518-29958	CARQUEST / ADVANCE AUTO	BENSENVILLE	20210386	03/06/2021	11060640-542110	CD	R&M BUILDING	\$114.34	0
15518-30291	CARQUEST / ADVANCE AUTO	BENSENVILLE	20210386	03/10/2021	11060640-542110	CD	R&M BUILDING	\$11.69	0
15518-30449	PARTS #277	BENSENVILLE	20210317	03/10/2021	51050540-542410	PW	R&M VEHICLES	\$75.86	0
15518-30520	PARTS #277	BENSENVILLE	20210317	03/11/2021	51050540-542410	PW	R&M VEHICLES	\$22.13	0
15518-30533	PARTS #277	BENSENVILLE	20210317	03/11/2021	51050540-542410	PW	R&M VEHICLES	\$18.85	0
8751101336774	PART	BENSENVILLE	20210316	02/12/2021	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$8.99	0
8751104038401	INV# 8751104038401 OIL - OLYMP	BENSENVILLE	20210421	03/11/2021	11174100-542610	SF	R&M OLYMPIA	\$14.49	0
								341.89	
AFLAC									
980									
278356	AFLAC JANUARY 2021	COLUMBUS	20210287	02/25/2021	11000000-214130	FN	PAYROLL DEDUCT'N-AFLAC	\$818.04	9006375
								818.04	
AFSCME									
3105									
02052021	MVP NATIONAL PEOPLE CLUB PR		20210292	03/07/2021	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$12.60	9006369
								12.60	
AFTERMATH									
11608									
JC2021-4795	BIOHAZARD CLEAN-UP-SQ #302-IN	AURORA	20210300	02/20/2021	11040110-542110	PD	R&M BUILDING	\$155.00	0
								155.00	
AL WARREN OIL CO, INC.									
700									
W1368825	R-114-20 FUEL TANK RENTAL & FL	HAMMOND	20210009	03/10/2021	11040110-554110	PW	FUEL/GAS/OIL	\$1,474.30	0
W1368825	R-114-20 FUEL TANK RENTAL & FL	HAMMOND	20210009	03/10/2021	11050490-554110	PW	FUEL/GAS/OIL	\$3,314.12	0
W1368825	R-114-20 FUEL TANK RENTAL & FL	HAMMOND	20210009	03/10/2021	11060640-554110	PW	FUEL/GAS/OIL	\$175.90	0
W1368825	R-114-20 FUEL TANK RENTAL & FL	HAMMOND	20210009	03/10/2021	51050540-554110	PW	FUEL/GAS/OIL	\$904.17	0
W1368825	R-114-20 FUEL TANK RENTAL & FL	HAMMOND	20210009	03/10/2021	51050570-554110	PW	FUEL/GAS/OIL	\$341.04	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 2/23/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
W1369601	OIL	HAMMOND	20210402	03/13/2021	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$737.55	0
								6,947.08	
ALEXIAN BROTHERS CORPORATE HE									
12656									
716713	POST ACCIDENT DRUG SCREEN 1	CHICAGO	20203887	03/02/2021	11020130-541210	AD	PHYSICAL EXAMS	\$78.00	0
								78.00	
AMERICAN LEGAL PUBLISHING CORP									
1805									
6208	VILLAGE CODE CODIFICATION NO.	CINCINNATI	20210441	02/19/2021	11010030-541160	AD	PRNTG, BINDING & DUPLICAT	\$66.00	0
								66.00	
ANDERSON LOCK CO.									
6304									
1057866	INV# 1057866 KEYS	DES PLAINES	20210424	02/28/2021	11174100-542310	SF	R&M EQUIPMENT	\$45.03	0
								45.03	
AQUA PURE ENTERPRISES, INC.									
11330									
0134077-IN	INV#0134077-IN MUIATIC ACID 4X	ROMEIOVILLE	20210299	03/04/2021	11070760-554120	SF	CHEMICALS	\$274.83	0
0134109-IN	PARTS TO REPLACE CHLORINE LI	ROMEIOVILLE	20210167	03/06/2021	11070760-542310	SF	R&M EQUIPMENT	\$322.03	0
								596.86	
ARROW ROAD CONSTRUCTION, CO.									
6938									
26455	ASPHALT	ELK GROVE VII	20210338	02/27/2021	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$144.20	0
								144.20	
BATTERY SERVICE CORPORATION									
2716									
0069049	BATTERY SERVICE CORP.	BENSENVILLE	20203884	12/30/2020	11060640-542410	CD	R&M VEHICLES	\$0.55	0
0070735	BATTERY	BENSENVILLE	20210327	03/05/2021	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$26.90	0
0070799	BATTERY SERVICE CORP.	BENSENVILLE	20210326	03/06/2021	11060640-542410	CD	R&M VEHICLES	\$96.54	0
0070850	BATTERY FOR VILLAGE HALL	BENSENVILLE	20210408	03/07/2021	11050440-542110	PW	R&M BUILDING	\$36.64	0
0070991	BATTERY #212	BENSENVILLE	20210356	03/12/2021	11050430-542410	PW	R&M VEHICLES	\$110.95	0
								271.58	
BEST QUALITY FACILITY SERVICES, L									
1619									
36055	CLEANING SERVICE-FEB21-INV #36	FRANKLIN PAR	20210296	03/03/2021	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$2,250.00	0
								2,250.00	
BOND REFUND									
99									
10171-312141	ZARATE, MARTIN - APP 10171			02/04/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 2/23/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
10223-11238	ADT SECURITY SERVICES - APP 10			02/10/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
10227-41430	PETROLEUM TECHNOLOGIES EQU			02/04/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
10248-28612	VOLKAN SIGNS & LIGHTING - APP			02/10/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
10294-42411	BELL FREDERICK - APP 10294			02/10/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
10539-37470	ADT DBA PROTECTION 1 - APP 105			02/16/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
10613-42005	LOW VOLTAGE - APP 10613			02/10/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
10617-42013	ZOEPAZ ALARM COMPANY - APP 1			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
10632-27516	FISHER COMMERCIAL CONSTRUCT			02/16/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$135.00	0
10642-11119	SMG SECURITY SYSTEMS - APP 10			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
10645-40971	VIVINT SOLAR DEVELOPER, LLC -			02/04/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
10665-42189	FISHER CONSTRUCTION - APP 106			02/04/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
10690-41547	ATS DESIGN STUDIO - APP 10690			02/16/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
10691-19842	CHALES, JOSE - APP 10691			02/10/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
10694-42363	THE AIR CONDITIONING AND HEAT			02/04/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
10707-13859	FOUR SEASON HEATING & AIR CO			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
5111-11238	ADT SECURITY SERVICES - APP 51			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$250.00	0
5759-11238	ADT SECURITY SERVICES - APP 57			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
6032-10583	ARMANDO DIAZ - APP 6032			02/16/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$135.00	0
6079-11238	ADT SECURITY SERVICES - APP 60			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
6215-13433	BEDGOOD, JIM - APP 6215			02/04/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$90.00	0
6230-12248	ADT SECURITY SERVICES INC. - AI			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
6236-12248	ADT SECURITY SERVICES INC. - AI			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
6526-34572	INTEGRITY SIGN COMPANY - APP			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
6642-33670	CLIMATE ENGINEERED STRUCTUR			02/04/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$135.00	0
6662-12248	ADT SECURITY SERVICES INC. - AI			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
6719-17762	ADT SECURITY SERVICES - APP 67			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
6728-27072	CORPORATE IDENTIFICATION SOL			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
6913-23978	PAVESTAR INC. - APP 6913			02/04/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
6917-35415	UNIQUE AFFORDABL FENCE - APP			02/04/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
6920-20228	IMAGE FX - APP 6920			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
7092-24084	PRESTA CONSTRUCTION, INC. - AF			02/04/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
7100-24040	TYCO INTEGRATED SECURITY LLC			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
7306-11238	ADT SECURITY SERVICES - APP 73			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
7401-36494	AA ELECTRIC CO. - APP 7401			02/16/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
7479-36316	CNC GRAPHICS LTD. - APP 7479			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
7495-24040	TYCO INTEGRATED SECURITY LLC			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
7682-36867	R.W. DUNTEMAN COMPANY - APP			02/16/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
7715-36897	4B SYSTEM, INC - APP 7715			02/10/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
7873-24040	TYCO INTEGRATED SECURITY LLC			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
7903-26332	FOREST SECURITY - APP 7903			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0

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7938-16559	SONITROL CHICAGOLAND WEST -			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
7949-27038	GUERRERO, ESTELA PEREZ - APP			02/04/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
7950-24193	DRF TRUSTED PROPERTY SOLUTI			02/10/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$90.00	0
8034-37393	EXPERT PLUMBING CO, INC. - APP			02/16/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$90.00	0
8053-12248	ADT SECURITY SERVICES INC. - A			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
8071-25224	GARCIA, JUAN - APP 8071			02/16/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
8141-37500	IN N OUT EXTERIORS INC - APP 81			02/16/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
8148-23978	PAVESTAR INC. - APP 8148			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
8164-301143	BESCH BROS ROOFING INC - APP :			02/16/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
8200-37637	CANO, ADAN - APP 8200			02/10/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$90.00	0
8263-37275	EVERSEAL BASEMENT - APP 8263			02/16/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
8352-38123	ANTONAITIS, ANTHONY - APP 8352			02/10/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$45.00	0
8385-12882	HERNANDEZ, NOELIA - APP 8385			02/16/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
8387-38153	B R/S/G SF REFUND APP 8387			02/16/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
8427-24040	TYCO INTEGRATED SECURITY LLC			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
8430-17762	ADT SECURITY SERVCIES - APP 84			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
8459-11238	ADT SECURIT SERVICES - APP 845			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
8466-11238	ADT SECURITY SERVICES - APP 84			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
8489-35863	WOODS HEATING & A/C - APP 8489			02/10/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
8589-24040	TYCO INTEGRATED SECURITY - AF			02/04/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
8601-38154	UNLIMITED SAFE-T ROOFING LLC -			02/04/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
8688-38708	WINDY CITY SURVEILLANCE CORP			02/15/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
8800-37470	ADT DBA PROTECTION 1 - APP 880			02/15/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
8912-38254	TECHNOLOGY ASSOCIATES EL INC			02/10/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
8922-14148	DOYLE SIGNS INC. - APP 8922			02/16/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
8934-16538	VANGUARD SECURITY COMPANY -			02/10/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$90.00	0
8964-38674	ARS OF ILLINOIS - APP 8964			02/16/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
9383-207533	CASTELLANOS, JUAN - APP 9383			02/10/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
9496-40443	DEKA, VOLODYMTR - APP 9496			02/15/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$90.00	0
9551-40535	EZ-TECH DESIGN - APP 9551			02/04/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
9624-36393	ARROW FLOW CO. - APP 9624			02/15/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
9630-38643	M & J ASPHALT PAVING COMPANY			02/15/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
9725-23027	FLEET PRIDE, INC - APP 9725			02/10/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$45.00	0
9844-309109	ALLIANCE B REFRIGERATION CO -			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
9864-11238	ADT SECURITY SERVICES - APP 98			02/16/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
9893-41196	ESCH CONSTRUCTION - APP 9893			02/04/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
9928-210374	SNYDER INDUSTRIES INC. - APP 99			02/10/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
9944-41172	SOUMAR MASONRY RESTORATIO			02/10/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
9955-21234	METROPOLITAN FIRE PROTECTIO			02/12/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
9983-40273	CLARION CONSTRUCTION - APP 99			02/04/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0

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								12,080.00	
BRIGHT DIRECTIONS									
683									
02052021	BRIGHT DIRECTIONS PR WH 2/5/21	LINCOLN	20210286	03/07/2021	11000000-213500	FN	PAYROLL DEDUCT'N-BRIGHT STAI	\$200.00	9006370
								200.00	
CALL ONE									
512									
375519	SERVICE 2/15/2021-3/14/2021	CLEVELAND	20210446	03/17/2021	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$543.31	0
								543.31	
CAMCO LUBRICANTS									
1303									
57857	INV# 57857 REFRIGERATION OIL	HAM LAKE	20210423	03/11/2021	11174100-554120	SF	CHEMICALS	\$507.57	0
								507.57	
CASE LOTS, INC.									
7307									
2670	INV# 2670 PINE SOL	LYONS	20210360	02/24/2021	11174100-542112	SF	R&M BUILDING-CLEANING	\$99.80	0
								99.80	
CDS OFFICE TECHNOLOGIES									
684									
INV1358044	COPIER SUPPORT 1/1-1/31/2021	SPRINGFIELD	20210346	02/28/2021	11020180-548110	FN	RENTAL & LEASE - EQUIPMENT	\$1,145.82	0
								1,145.82	
CHICAGO PLASTIC SYSTEMS, INC									
1844									
19275	SERVICE	CRYSTAL LAKE	20210355	03/04/2021	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$447.10	0
								447.10	
CHRISTOPHER B BURKE ENGINEERIN									
2738									
163754	2021 STORM WATER REVIEW	ROSEMONT	20210371	03/05/2021	11050110-532100	PW	PROFESSIONAL SERVICES	\$416.00	0
								416.00	
CINTAS									
13176									
4073979249	PW FLOOR MAT CLEANING	MAYWOOD	20210083	02/24/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$42.04	0
4074636422	PW FLOOR MAT CLEANING	MAYWOOD	20210083	03/03/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$42.04	0
4075055765	FLOOR MATS CLEANED @ 12 S CE	MAYWOOD	20210310	03/06/2021	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$118.69	0
4075289146	PW FLOOR MAT CLEANING	MAYWOOD	20210083	03/10/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$42.04	0
4075698673	FLOOR MATS CLEANED @ 12 S CE	MAYWOOD	20210400	03/13/2021	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$118.69	0
8405002364	MEDICAL CABINET SUPPLIES-INV #	MAYWOOD	20210312	03/07/2021	11040110-542110	PD	R&M BUILDING	\$96.28	0
								459.78	

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CIVILTECH ENGINEERING, INC.									
454									
3503-04	R-66-20 CONST ENG SERVIE CO	ITASCA	20210251	03/12/2021	51080860-596000	PW	CAPITAL CONSTRUCTION	\$28,778.35	0
								28,778.35	
COMCAST									
12216									
0002237-0221	COMCAST-0003318-0221	SOUTHEASTEF	20210427	03/06/2021	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$245.24	0
0003318-0221	COMCAST-0003318-0221	SOUTHEASTEF	20210427	03/03/2021	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$136.85	0
0058421-0221	SERVICE 2/14-3/13/2021 @ 12 S CEI	SOUTHEASTEF	20210398	03/09/2021	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$20.96	0
0408014-0221	COMCAST-0003318-0221	SOUTHEASTEF	20210427	02/22/2021	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$196.80	0
0421918-0121	SERVICE 1/12-2/11/2021 @ 345 E GI	SOUTHEASTEF	20210047	02/04/2021	11020180-541310	PD	COMMUNICATION-PHONES (WIRE	\$11.20	9006368
0421918-0121	SERVICE 1/12-2/11/2021 @ 345 E GI	SOUTHEASTEF	20210047	02/04/2021	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$3.35	9006368
934545575-0221	SERVICE 2/1-2/28/2021	SOUTHEASTEF	20210348	03/03/2021	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$985.59	0
								1,599.99	
COMMONWEALTH EDISON									
2668									
0573075279-0121	SERVICE 12/30/2020-1/29/2021 @ PI	CAROL STREAI	20210289	02/28/2021	11050420-541370	FN	ELECTRICITY	\$290.26	0
0704031005-0121	ENERGY SERVICE 12/30/20 - 1/29	CAROL STREAI	20210324	03/03/2021	11050420-541370	PW	ELECTRICITY	\$165.68	0
3447078072-0121	ENERGY SERVICE 12/30/20 - 1/29/2	CAROL STREAI	20210407	03/04/2021	11050420-541370	PW	ELECTRICITY	\$64.78	0
4518004070-0121	ENERGY SERVICE 12/30/20 - 1/29	CAROL STREAI	20210324	02/28/2021	11050420-541370	PW	ELECTRICITY	\$25.04	0
4548117053-0121	ENERGY SERVICE 12/30/20 - 1/29	CAROL STREAI	20210324	02/28/2021	11050420-541370	PW	ELECTRICITY	\$87.61	0
4851030016-0121	ENERGY SERVICE 12/30/20 - 1/29/2	CAROL STREAI	20210407	03/05/2021	11050420-541370	PW	ELECTRICITY	\$1,690.33	0
5595153071-0121	ENERGY SERVICE 12/30/20 - 1/29	CAROL STREAI	20210324	02/28/2021	11050420-541370	PW	ELECTRICITY	\$137.39	0
6282023005-0121	ENERGY SERVICE 12/30/20 - 1/29	CAROL STREAI	20210324	02/28/2021	11050420-541370	PW	ELECTRICITY	\$25.04	0
7058038017-0121	SERVICE 12/30/2020-1/29/2021 @ 3I	CAROL STREAI	20210303	03/04/2021	11040341-577121	PD	TEEN CENTER	\$102.39	0
								2,588.52	
CONSTELLATION ENERGY SERVICES									
13016									
3355640000-1220	CONSTELLATION-6561640000-1220	CAROL STREAI	20203889	02/21/2021	11174100-541370	SF	ELECTRICITY	\$3,340.55	0
6561640000-1220	CONSTELLATION-6561640000-1220	CAROL STREAI	20203889	02/21/2021	11174100-541370	SF	ELECTRICITY	\$4,096.56	0
763464-0-0121	ENERGY SERVICE 12/29/21 2/1/2	CAROL STREAI	20210274	03/04/2021	51050560-541370	PW	ELECTRICITY/GAS	\$81.89	0
763464-10-0121	ENERGY SERVICE 12/30/20 - 1/29	CAROL STREAI	20210384	03/03/2021	51050560-541370	PW	ELECTRICITY/GAS	\$516.74	0
763464-11-0121	ENERGY SERVICE 12/29/21 2/1/2	CAROL STREAI	20210274	03/04/2021	51050560-541370	PW	ELECTRICITY/GAS	\$42.41	0
763464-12-0121	ENERGY SERVICE 12/29/21 2/1/2	CAROL STREAI	20210274	03/04/2021	51050560-541370	PW	ELECTRICITY/GAS	\$38.15	0
763464-18-0121	ENERGY SERVICE 12/29/21 2/1/2	CAROL STREAI	20210274	03/04/2021	51050560-541370	PW	ELECTRICITY/GAS	\$42.01	0
763464-19-0121	ENERGY SERVICE 12/30/20-1/29/20	CAROL STREAI	20210445	03/03/2021	51050560-541370	PW	ELECTRICITY/GAS	\$937.59	0
763464-2-0121	ENERGY SERVICE 12/30/2020-1/29/	CAROL STREAI	20210445	03/03/2021	51050550-541370	PW	ELECTRICITY/GAS	\$3,686.27	0
763464-26-0121	ENERGY SERVICE 12/30/20 - 1/29	CAROL STREAI	20210384	03/03/2021	51050550-541370	PW	ELECTRICITY/GAS	\$4,190.96	0
763464-28-0121	ENERGY SERVICE 12/30/20 - 1/29	CAROL STREAI	20210384	03/03/2021	51050560-541370	PW	ELECTRICITY/GAS	\$1,521.33	0

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763464-38-0121	ENERGY SERVICE 12/30/20 - 1/29	CAROL STREAI	20210384	03/03/2021	51050560-541370	PW	ELECTRICITY/GAS	\$27.97	0
763464-44-0121	ENERGY SERVICE 12/29/21 2/1/2	CAROL STREAI	20210274	03/04/2021	11050420-541370	PW	ELECTRICITY	\$70.16	0
763464-45-0121	ENERGY SERVICE 12/30/20 - 1/29	CAROL STREAI	20210384	03/03/2021	11050420-541370	PW	ELECTRICITY	\$403.13	0
763464-7-0121	ENERGY SERVICE 1/4/21 - 2/2/21	CAROL STREAI	20210344	03/05/2021	51050560-541370	PW	ELECTRICITY/GAS	\$110.87	0
								19,106.59	
COOK COUNTY HIGHWAY DEPARTME									
5310									
2020-4	TRAFFIC SIGNAL MAINT. COUNTY I	CHICAGO	20203888	02/02/2021	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,113.99	0
								1,113.99	
DAILY HERALD									
7111									
02092021-0405202	ACCT# 943695 - DAILY DELIVERY S	CAROL STREAI	20210412	03/19/2021	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$84.00	0
169373	ACCT #107649 - LEGAL NOTICE -TF	CAROL STREAI	20210339	02/23/2021	11050110-532100	PW	PROFESSIONAL SERVICES	\$57.50	0
								141.50	
DELL MARKETING L.P.									
11807									
10425579275	DELL LATITUDE 3410S & DELL DOC	ROUND ROCK	20202624	10/16/2020	11020180-594000	AD	CAPITAL OUTLAY - MACHINERY &	\$17,864.70	0
								17,864.70	
DISCOVERY BENEFITS									
504									
0001261687-IN	COBRA BENEFITS - NOVEMBER 20	FARGO	20203883	12/30/2020	11000000-214110	FN	PAYROLL DEDUCT'N-HEALTH INS	\$85.00	9006376
								85.00	
DUPAGE COUNTY									
269									
AP210106	HIGHWAY APPLICATION FEE	WHEATON	20210401	03/12/2021	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$100.00	0
								100.00	
DUPAGE COUNTY ANIMAL CONTROL									
3917									
9884	PICK-UP/EUTHANIZE STRAY DOG-I	WHEATON	20210418	03/13/2021	11040340-548410	PD	ANIMAL CONTROL SERVICES	\$75.00	0
								75.00	
DUPAGE COUNTY CHIEFS OF POLICE									
2790									
2021	2021 ANNUAL MEMBERSHIP-SCHUI	HINSDALE	20210394	03/19/2021	11040110-521110	PD	MEMBERSHIP DUES	\$275.00	0
								275.00	
DUPAGE COUNTY RECORDER									
3522									
R2021-010127	R2021-010127	WHEATON	20210395	02/19/2021	11010030-541140	FN	LEGAL NOTICES	\$12.00	0
R2021-011783	R2021-011783	WHEATON	20210395	02/21/2021	11010030-541140	FN	LEGAL NOTICES	\$11.50	0

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R2021-012446	R2021-012446	WHEATON	20210395	02/24/2021	11010030-541140	FN	LEGAL NOTICES	\$11.50	0
R2021-012447	R2021-012447	WHEATON	20210395	02/24/2021	11010030-541140	FN	LEGAL NOTICES	\$11.50	0
R2021-015082	R2021-015082	WHEATON	20210395	02/27/2021	11010030-541140	FN	LEGAL NOTICES	\$11.00	0
R2021-015691	R2021-015691	WHEATON	20210395	02/28/2021	11010030-541140	FN	LEGAL NOTICES	\$12.00	0
								69.50	
DUPAGE WATER COMMISSION									
5295									
DECEMBER 2020	DECEMBER CONSUMPTION	ELMHURST	20203843	01/30/2021	51050550-545520	PW	DUPG WTR COMM-WATER PURCH	\$196,354.76	9006367
								196,354.76	
FACTORY CLEANING EQUIPMENT									
12104									
39441	INV# 39441 PARTS FOR FLOOR SCI	AURORA	20210361	03/04/2021	11174100-542112	SF	R&M BUILDING-CLEANING	\$118.93	0
								118.93	
FEDERAL EXPRESS CORPORATION									
2810									
7-265-54067	INV 7-265-54067 RETURNED SKATE	PALATINE	20210357	03/19/2021	11174100-552110	SF	MATERIALS/SUPPLIES-OPERATIO	\$77.91	0
								77.91	
FERRELLGAS									
136									
1114550608	INV# 1114650381 PROPANE REFILL	DENVER	20210419	03/04/2021	11174100-541385	SF	GAS-PROPANE	\$158.33	0
1114550624	INV# 1114650381 PROPANE REFILL	DENVER	20210419	03/04/2021	11174100-541385	SF	GAS-PROPANE	\$48.82	0
1114650381	INV# 1114650381 PROPANE REFILL	DENVER	20210419	03/11/2021	11174100-541385	SF	GAS-PROPANE	\$34.75	0
1114650388	INV# 1114650381 PROPANE REFILL	DENVER	20210419	03/11/2021	11174100-541385	SF	GAS-PROPANE	\$124.68	0
								366.58	
FLEETPRIDE, INC.									
511									
67400534	#255 PART	DALLAS	20210349	02/26/2021	11050420-542410	PW	R & M VEHICLES	\$48.04	0
								48.04	
FOREMOST PROMOTIONS									
1404									
524721	100 DBL LAYER FACE MASKS-INV #	MOORESTOWN	20210413	03/04/2021	11020190-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$389.00	0
								389.00	
FOREST AWARDS & ENGRAVING									
10846									
11029	FOREST AWARDS & ENGRAVING	WOOD DALE	20210341	02/28/2021	11060110-551110	CD	MATERIALS/SUPPLIES-ADMIN	\$42.40	0
11033	NOTARY STAMP-CAMPUZANO-INV	WOOD DALE	20210298	02/28/2021	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$26.50	0
								68.90	

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FRANCISCO PEREZ									
774									
20210204	2021 MARDI GRAS AWARDS	BENSENVILLE	20210350	03/06/2021	11174100-557481	SF	ICE SHOW COSTUMES-PURCHASI	\$625.49	0
								625.49	
GBJ SALES, LLC									
1488									
3575	SUPPLIES - PPE	VERNON HILLS	20210320	03/07/2021	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$169.20	0
3575	SUPPLIES - PPE	VERNON HILLS	20210320	03/07/2021	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$295.95	0
								465.15	
GEIB INDUSTRIES, INC.									
2833									
623645-001	Parts	BENSENVILLE	20210358	03/03/2021	11050430-542410	PW	R&M VEHICLES	\$4.96	0
623645-001	Parts	BENSENVILLE	20210358	03/03/2021	11050430-542410	PW	R&M VEHICLES	\$45.64	0
624044-001	Parts	BENSENVILLE	20210358	03/07/2021	11050430-542410	PW	R&M VEHICLES	\$135.45	0
624760-001	#260 PART	BENSENVILLE	20210409	03/17/2021	11050420-542410	PW	R & M VEHICLES	\$95.88	0
								281.93	
GOVTEMPS USA, LLC									
1842									
3671729	TEMP SERVICES THROUGH 1/31/20	NORTHBROOK	20210307	03/06/2021	11020130-532100	FN	PROFESSIONAL SERVICES	\$448.14	0
								448.14	
HENDERSON PRODUCTS, INC.									
1038									
329158	LADDER ASSY	HUNTLEY	20210318	02/24/2021	11050420-542410	PW	R & M VEHICLES	\$537.42	0
								537.42	
ICMA_RC RETIREMENT									
3096									
02052021	ICMA ROTH PR WH 2/5/21		20210291	03/07/2021	11000000-213300	FN	PAYROLL DEDUCT'N-ROTH IRA	\$1,624.11	9006373
02052021A	ICMA WH 2/5/21		20210373	03/07/2021	11000000-213100	FN	PAYROLL DEDUCT'N-DEF COMP	\$13,474.67	9006380
								15,098.78	
ILLINOIS ASSOCIATION OF CHIEFS OF									
2880									
7750	ILEAP ACCREDITATION ANNUAL FE	SPRINGFIELD	20210305	03/05/2021	11040110-571115	PD	DEPARTMENT ACCREDITATION	\$400.00	0
								400.00	
ILLINOIS DEPARTMENT OF REVENUE									
3098									
02052021	IL STATE PR TAX WH 2/5/21	SPRINGFIELD	20210374	03/07/2021	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$16,698.88	9006383
JANUARY 2021	SALES TAX PAYABLE JANUARY 20	SPRINGFIELD	20210397	03/14/2021	11100000-237000	FN	SALES TAX	\$12.00	9006378
								16,710.88	

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ILLINOIS DEPARTMENT OF TRANSPORTATION									
7540									
59999	TRAFFIC SIGNAL MAINTENANCE 20	SCHAUMBURG	20201376	03/13/2021	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,366.50	0
								1,366.50	
ILLINOIS PUBLIC RISK FUND									
1195									
69813	APRIL WORKERS COMP/ ADMIN FE	TINLEY PARK	20210431	03/14/2021	11020150-562550	AD	CLAIM PAYMENTS-WORKERS COM	\$31,306.00	0
								31,306.00	
INTERSTATE BILLING SERVICE, INC.									
909									
3022290749	#254 PART	DECATUR	20210352	03/04/2021	11050420-542410	PW	R & M VEHICLES	\$63.90	0
								63.90	
JAMES J BENES & ASSOCIATES, INC.									
7894									
03	R-79-20 2021 MFT VILLAGE STRE	LISLE	20210272	03/17/2021	21080810-536513	PW	ENG SVC - DESIGN	\$16,459.44	0
1603.000G	R-49-20 ENG SERVICE 2021 CDBG	LISLE	20210273	03/02/2021	31080810-536513	PW	ENG SVC - DESIGN	\$3,413.39	0
								19,872.83	
JOHNSTON, GARY									
349									
JANUARY 2021	TRUCK PERMIT SERVICES-JAN21-I	ELBURN	20210428	03/14/2021	11040110-532100	PD	PROFESSIONAL SERVICES	\$358.56	0
								358.56	
JORSON & CARLSON CO, INC.									
7925									
0634716	INV# 0634716 ICE SCRAPER KNIVE	ELK GROVE VII	20210425	03/05/2021	11174100-542610	SF	R&M OLYMPIA	\$55.22	0
								55.22	
JX ENTERPRISES, INC.									
1560									
25141979P	#255 PART	HARTLAND	20210354	02/26/2021	11050420-542410	PW	R & M VEHICLES	\$84.99	0
								84.99	
L A R LAWN & GROUNDS CORP									
1654									
411	SENIOR/DISABLED SENIOR SNOW	BENSENVILLE	20210368	03/06/2021	11010010-571011	PW	CITIZEN EDUCATION PROGRAM	\$3,580.00	0
412	SENIOR SNOW REMOVAL 2/5/21 - 2	BENSENVILLE	20210406	03/17/2021	11010010-571011	PW	CITIZEN EDUCATION PROGRAM	\$2,370.00	0
								5,950.00	
LAW ENFORCEMENT RECORDS MAN/									
1480									
1076	2021 ANNUAL LERMI MEMBERSHIP	GLENDALE HTS	20210416	03/14/2021	11040110-521110	PD	MEMBERSHIP DUES	\$25.00	0
1077	2021 ANNUAL LERMI MEMBERSHIP	GLENDALE HTS	20210415	03/14/2021	11040110-521110	PD	MEMBERSHIP DUES	\$15.00	0

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1078	2021 LERMI MEMBERSHIP-RC CAM	GLENDALE HTS	20210414	03/14/2021	11040110-521110	PD	MEMBERSHIP DUES	\$15.00	0
								55.00	
LAW ENFORCEMENT TARGETS INC									
686									
0491740-IN	500 RANGE PRACTICE TARGETS-IN	PROVO	20210295	02/28/2021	11040110-542110	PD	R&M BUILDING	\$160.66	0
								160.66	
M.E. SIMPSON COMPANY, INC.									
3000									
36271	LEAK LOCATE - 609 MCLEAN AVE	VALPARAISO	20210331	03/02/2021	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$820.00	0
								820.00	
MARTIN, WILLIAM (E)									
1772									
0663	REIMBURSE MARTIN-HIGH TECH C	OSWEGO	20210429	03/02/2021	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$15.00	0
								15.00	
MCMASTER-CARR									
2917									
50449705	PART	CHICAGO	20203882	01/16/2021	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$14.24	0
51978206	#230 PART	CHICAGO	20210330	02/21/2021	51050540-542410	PW	R&M VEHICLES	\$46.37	0
52726364	PUMP PART	CHICAGO	20210329	03/06/2021	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$104.16	0
52728487	#254 PART	CHICAGO	20210410	03/06/2021	11050420-542410	PW	R & M VEHICLES	\$23.88	0
								188.65	
MENARDS									
11265									
79493	SUPPLIES	MELROSE PAR	20210343	02/28/2021	11050440-542110	PW	R&M BUILDING	\$25.19	0
79494	SUPPLIES	MELROSE PAR	20210342	02/28/2021	11050440-542110	PW	R&M BUILDING	\$78.89	0
80237	RETURNED BRASS UNION BALLVA	MELROSE PAR		03/11/2021	11050440-542110	FN	R&M BUILDING	\$-16.14	0
								87.94	
MESIROW INSURANCE SERVICES, INC									
1606									
1573159	RENEWAL BUISNESS PREMIUM	PASADENA	20210437	03/12/2021	11020150-549990	AD	OTHER CONTRACTUAL SERVICE	\$1,934.00	0
1573168	RENEWAL BUSINESS PREMIUM	PASADENA	20210436	03/12/2021	11020150-549990	AD	OTHER CONTRACTUAL SERVICE	\$12,768.00	0
1573172	RENEWAL BUSINESS PREMIUM	PASADENA	20210435	03/12/2021	11020150-549990	AD	OTHER CONTRACTUAL SERVICE	\$4,127.00	0
1573193	RENEWAL BUSINESS PREMIUM	PASADENA	20210438	03/12/2021	11020150-549990	AD	OTHER CONTRACTUAL SERVICE	\$1,466.00	0
								20,295.00	
METRA									
3439									
PRJINV-000005612	R-86-18 CROSSING IMPROVEMENT	CHICAGO	20210269	02/28/2021	31080820-593000	PW	CAPITAL OUTLAY-IMPROVEMENT	\$849.14	0
								849.14	

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MIDLAND PAPER COMPANY									
488									
CM0043412	REFUND ON PAPER ORDER	WHEELING		07/31/2020	11010030-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$-69.28	0
CM0043615	CREDIT ON PAPER ORDER	WHEELING		08/12/2020	11010030-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$-50.40	0
CM0043615	CREDIT ON PAPER ORDER	WHEELING		08/12/2020	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$-119.68	0
CM0043615	CREDIT ON PAPER ORDER	WHEELING		08/12/2020	51030250-551110	FN	OFFICE SUPPLIES	\$-119.68	0
IN01500121	PAPER -VILLAGE HALL	WHEELING	20210210	03/11/2021	11010030-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$405.47	0
IN01500121	PAPER -VILLAGE HALL	WHEELING	20210210	03/11/2021	11030110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$405.47	0
IN01500121	PAPER -VILLAGE HALL	WHEELING	20210210	03/11/2021	51030250-551110	PW	OFFICE SUPPLIES	\$405.46	0
								857.36	
MILLER COOPER & CO LTD									
1163									
FEBRUARY 2021	HEALTH INSURANCE - FEBRUARY	DEERFIELD	20210365	03/03/2021	11000000-214110	FN	PAYROLL DEDUCT'N-HEALTH INS	\$146,915.62	9006384
FEBRUARY 2021	HEALTH INSURANCE - FEBRUARY	DEERFIELD	20210365	03/03/2021	11000000-214120	FN	PAYROLL DEDUCT'N-LIFE INS	\$1,143.08	9006384
FEBRUARY 2021	HEALTH INSURANCE - FEBRUARY	DEERFIELD	20210365	03/03/2021	11000000-214160	FN	PAYROLL DEDUCT'N-DENTAL INS	\$9,264.48	9006384
								157,323.18	
MISC ONE TIME VENDOR									
9									
02122021	HOT DOGS FOR SENIOR EVENT - 8			03/14/2021	11010010-577125	FN	SENIOR CITIZEN	\$127.50	169656
02172021	HOLIDAY EMPLOYEE GIFT CERTIFI			03/19/2021	11020110-521115	FN	EMPLOYEE ENGAGEMENT	\$135.00	0
TONY ORTIZ	50/50 SANITARY SEWER REPAIR P			02/24/2021	51050560-549990	FN	OTHER CONTRACTUAL SERVICES	\$5,300.00	0
								5,562.50	
MISCELLANEOUS FOR UT									
426									
214875002-25036	UB 214875002 229 GRAND AVE			02/08/2021	51000000-121050	FN	REC - H2O OPERATIONS	\$89.61	0
								89.61	
MOBILITY CITY OF DUPAGE COUNTY									
1846									
1938	WHEELCHAIR RENTAL - COMMUNI	LOMBARD	20210443	03/14/2021	11020190-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$350.00	0
								350.00	
MONROE TRUCK EQUIPMENT									
3673									
332141	#240 PART	JOLIET	20210411	02/28/2021	11050430-542410	PW	R&M VEHICLES	\$96.32	0
								96.32	
MONTANA & WELCH, LLC									
1410									
13254	GENERAL INVOICE - DECEMBER 21	PALOS HEIGHT	20203886	03/06/2021	11020120-533110	AD	LEGAL SERVICES-GEN'L MATTER	\$7,000.00	0
13255	PROLOGIS DEVELOPMENT INVOIC	PALOS HEIGHT	20203886	03/06/2021	11020120-533510	AD	LEGAL SERVICES-LITIGATION	\$2,056.25	0

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								9,056.25	
MUNICIPAL SYSTEMS, LLC									
1841									
2021-01-103	POSTAGE/LATE NOTICES-JAN21-IN	ROSEMONT	20210399	03/02/2021	11040110-540110	PD	POSTAGE/DELIVERY SERVICES	\$42.84	0
2021-01-6	PARK/ORD PRGM FEE-JAN21-INV #	ROSEMONT	20210370	03/02/2021	11040110-542100	PD	MAINTENANCE AGREEMENTS	\$3,475.00	0
								3,517.84	
NAFISCO, INC.									
9986									
00011995	R-11-21 SIGN PURCHASE APPROVI	ROMEOVILLE	20210206	03/04/2021	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$297.00	0
								297.00	
NET ASSETS CORPORATION									
1831									
3-202101	RENTAL REGISTRATION FEES	EUGENE	20210322	03/03/2021	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$1,176.00	0
								1,176.00	
NEUCO, INC.									
1069									
4879003	FLANGE SET/CAPACITOR/PUMP-IN	DOWNERS GR	20210311	03/06/2021	11040110-542110	PD	R&M BUILDING	\$1,058.81	0
								1,058.81	
NICOR									
2673									
10557800009-0121	GAS SERVICE 12/29/20 - 1/28/21	CAROL STREAI	20210268	02/27/2021	51050560-541370	PW	ELECTRICITY/GAS	\$393.20	0
18171928346-0121	SERVICE 1/11-2/9/2021 @ 302 W GF	CAROL STREAI	20210388	03/11/2021	11040341-577121	PD	TEEN CENTER	\$108.26	0
51745800212-0121	SERVICE 12/31/2020-1/29/2021 @ 80	CAROL STREAI	20210290	02/28/2021	11020190-554110	FN	FUEL/GAS/OIL	\$397.04	0
57455579557-0121	SERVICE 1/11-2/9/2021 @ 302 W GF	CAROL STREAI	20210388	03/11/2021	11040341-577121	PD	TEEN CENTER	\$207.23	0
68647800009-0121	GAS SERVICE 12/29/21 - 1/27/21	CAROL STREAI	20210325	02/26/2021	51050550-541370	PW	ELECTRICITY/GAS	\$134.93	0
								1,240.66	
NWBOCA									
4639									
2020	NWBOCA ANNUAL RENEWAL	ARLINGTON HT	20210336	03/13/2021	11060640-521110	CD	MEMBERSHIP DUES	\$65.00	0
								65.00	
OLD SECOND BANK									
1338									
02052021	PAYROLL TAXES 2/5/21 FEDERAL, : AURORA		20210366	03/07/2021	11000000-212010	FN	PAYROLL DEDUCT'N-FED INC TX	\$42,168.73	9006382
02052021	PAYROLL TAXES 2/5/21 FEDERAL, : AURORA		20210366	03/07/2021	11000000-212020	FN	PAYROLL DEDUCT'N-SOC SEC	\$30,193.34	9006382
02052021	PAYROLL TAXES 2/5/21 FEDERAL, : AURORA		20210366	03/07/2021	11000000-212030	FN	PAYROLL DEDUCT'N-MEDICARE	\$10,811.77	9006382
								83,173.84	
PACE SUBURBAN BUS DIVISION OF T									
1667									

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587211	NOV 2020 PACE BUS RIDESHARE	ARLINGTON HT	20203881	02/28/2021	11050118-549990	PW	OTHER CONTRACTUAL SERVICE	\$457.70 457.70	0
PASSPORT LABS, INC									
1149									
INV-1019404	JANUARY 2021 MOBILE PAY PARKI	DETROIT	20210347	03/02/2021	11030110-540330	FN	BANK/CREDIT CARD FEES	\$9.99 9.99	0
PAYLOCITY									
12843									
107748174	PAYROLL FEES 2/5/21	ARLINGTON HE	20210383	03/07/2021	11030110-532310	FN	PAYROLL SERVICES	\$2,581.72 2,581.72	9006385
PETTY CASH - PW									
2626									
02032021	PETTY CASH REIMBURSEMENT	BENSENVILLE	20210323	03/05/2021	11050110-532100	PW	PROFESSIONAL SERVICES	\$15.00 15.00	0
PHYSICIANS IMMEDIATE CARE CHICA									
1845									
3703281	DRUG SCREEN/ BREATH TEST	CAROL STREAI	20210442	03/10/2021	11020130-541210	AD	PHYSICAL EXAMS	\$78.00 78.00	0
PORTER PIPE & SUPPLY CO									
1201									
12171900-01	FILTER CARTRIDGE REPLACEMEN	CAROL STREAI	20210404	03/13/2021	11050440-542110	PW	R&M BUILDING	\$86.38 86.38	0
QUADIENT FINANCE USA, INC.									
1783									
N18102961	1220-01 LEASE N18102961 - 12/15/2020-3/14	CAROL STREAI	20210393	03/13/2021	11030110-548110	FN	RENTAL & LEASE-EQUIPMENT	\$967.86	9006379
N18103045	0321-01 LEASE N18103045 - 3/15-6/14/20	CAROL STREAI	20210387	03/14/2021	11040110-540110	PD	POSTAGE/DELIVERY SERVICES	\$475.68	9006377
								1,443.54	
RAY O'HERRON CO, INC.									
11033									
2093310-IN	1 NEW VEST-SCANLAN-INV #20833	DANVILLE	20210306	02/27/2021	11040340-554810	PD	UNIFORMS - PURCHASE	\$830.33 830.33	0
REGIONAL TRUCK EQUIPMENT									
2972									
226108	PARTS	ADDISON	20210359	03/07/2021	11050420-542410	PW	R & M VEHICLES	\$250.30	0
226155	PARTS	ADDISON	20210359	03/07/2021	11050420-542410	PW	R & M VEHICLES	\$372.30	0
226427	PARTS	ADDISON	20210359	03/12/2021	11050430-542410	PW	R&M VEHICLES	\$42.27	0
226427	PARTS	ADDISON	20210359	03/12/2021	11050430-542410	PW	R&M VEHICLES	\$131.70	0
226428	PARTS	ADDISON	20210359	03/12/2021	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$81.60	0

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SITEONE LANDSCAPE SUPPLY, LLC
1225

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106161941-001	INV#106161941-001 SALT	ROSWELL	20210422	03/05/2021	11174100-552110	SF	MATERIALS/SUPPLIES-OPERATIO	\$237.65	0
106237121-001	ICE MELT	ROSWELL	20210319	03/10/2021	11050440-542110	PW	R&M BUILDING	\$1,286.25	0
								1,523.90	
SOLENIS, LLC									
1826									
131754667	R-107-20 POLYMER	ATLANTA	20210018	02/27/2021	51050570-554120	PW	CHEMICALS	\$363.00	0
								363.00	
SOUTH SIDE CONTROL SUPPLY, CO.									
3003									
S100673498.001	HVAC PART	CHICAGO	20210332	02/27/2021	11050440-542110	PW	R&M BUILDING	\$174.37	0
								174.37	
STANDARD EQUIPMENT CO.									
4236									
P26819	R-9-21 CONVEYOR & MISCELLANEI	CHICAGO	20210129	02/26/2021	11050420-542410	PW	R & M VEHICLES	\$10,017.77	0
								10,017.77	
STATE DISBURSEMENT UNIT									
13020									
02042021	CHILD SUPPORT PR WH 2/4/21	CAROL STREAI	20210294	03/06/2021	11000000-217500	FN	PAYROLL DEDUCT'N-COURT ORD	\$1,032.74	9006371
								1,032.74	
STATE INDUSTRIAL PRODUCTS CORP									
8034									
901858912	CHEMICALS	CLEVELAND	20210381	03/10/2021	51050560-542310	PW	R&M MATERIALS & EQUIPMENT	\$2,696.00	0
								2,696.00	
STRAND ASSOCIATES, INC.									
526									
0167143	R-157-19 CHURCH RD PUMP STATI	MADISON	20200096	01/13/2021	51080860-536515	PW	ENG SVC - PROJECT MANAGEME	\$4,407.38	0
0168137	R-155-19 LS13 & LS17 LIFT STAT	MADISON	20210253	03/07/2021	51080880-536515	PW	ENG SVC - PROJECT MANAGEME	\$887.09	0
								5,294.47	
SUBURBAN LABORATORIES INC.									
3008									
184662	R-11-21 APPROVED VENDOR LIST	GENEVA	20210372	02/28/2021	51050550-543510	PW	LABORATORY TESTING	\$1,290.00	0
								1,290.00	
SUMMERS, EVAN K. (E)									
1266									
02122021	SUPPLIES FOR SENIOR VALENTINI	BENSENVILLE	20210447	03/14/2021	11020110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$34.55	0
								34.55	

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THE BANK OF NEW YORK MELLON									
9765									
252-2357228	ADMINISTRATION FEE MARCH 1 - F	DALLAS	20210308	02/27/2021	37490920-717100	FN	FISCAL AGENT'S FEES	\$750.00	0
								750.00	
THE STEVENS GROUP									
1440									
0103421	VACCINE STICKERS	ELMHURST	20210432	03/18/2021	11020110-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$159.00	0
								159.00	
THE TRUCK SHOP INC									
436									
01182021	1 SET REPLACEMENT GAS PROPS	FRANKLIN PAR	20210301	02/17/2021	11040110-542410	PD	R&M VEHICLES	\$30.00	0
								30.00	
THIRD MILLENNIUM ASSOCIATES, INC									
525									
25844	UB RENDERING 2/4/2021	WARRENVILLE	20210389	03/10/2021	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	\$1,036.42	0
								1,036.42	
THOMPSON ELEVATOR									
3981									
21-0277	THOMPSON ELEVATOR INVOICE	MT PROSPECT	20210333	02/27/2021	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$50.00	0
								50.00	
THOMSON REUTERS - WEST									
8192									
843791107	MONTHLY "CLEAR FEE"-JAN 21-INV	CAROL STREAI	20210396	03/03/2021	11040110-525010	PD	BOOKS/PAMPHLETS/PUBLICATION	\$610.02	0
								610.02	
THYSSENKRUPP ELEVATOR CORPOR									
11047									
3005733437	INV# 3005733437 QUARTERLY ELE	ATLANTA	20210426	03/03/2021	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$952.26	0
								952.26	
TOSCAS LAW GROUP LLC									
1649									
012921RLM 02052	01292021 & 02052021 - RED LIGHT	PALOS HEIGHT	20210367	03/10/2021	11040110-549990	AD	OTHER CONTRACTUAL SERVICE	\$300.00	0
02112021BM	02112021 - BUILDING CODE & MUNI	PALOS HEIGHT	20210439	03/14/2021	11040110-533100	AD	LEGAL SERVICES	\$400.00	0
021121TS	02112021 - TOW/SEIZURE VIOLATIK	PALOS HEIGHT	20210439	03/14/2021	11040110-533100	AD	LEGAL SERVICES	\$600.00	0
								1,300.00	
TOTAL FIRE & SAFETY INC									
588									
8428038-IN	INV# 8428038-IN LABOR TO FIX F	WOODRIDGE	20210420	02/25/2021	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$190.00	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 2/23/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								190.00	
TRAFFIC CONTROL & PROTECTION									
5662									
106220	STOP SIGNS	BARTLETT	20210337	03/05/2021	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$350.40	0
								350.40	
TRAFFIC CONTROL CORPORATION									
4142									
124675	24/7 FLASHER CONTROLLER FL SE	WOODRIDGE	20210334	11/27/2020	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$1,385.00	0
								1,385.00	
TREASURY DIRECT									
11906									
02052021	SAVINGS BONDS PR WH 2/5/21		20210293	03/10/2021	11000000-213400	FN	PAYROLL DEDUCT'N-SAVINGS BO	\$25.00	9006374
								25.00	
TWIST OFFICE PRODUCTS									
4541									
926520-0	TWIST OFFICE PRODUCTS	WOOD DALE	20210335	02/21/2021	11060110-551110	CD	MATERIALS/SUPPLIES-ADMIN	\$117.49	0
926520-1	TWIST OFFICE PRODUCTS	WOOD DALE	20210335	02/26/2021	11060110-551110	CD	MATERIALS/SUPPLIES-ADMIN	\$6.68	0
								124.17	
U.S. UPFITTERS / INLAD									
1483									
82965	EMERGENCY LIGHTS	LOMBARD	20210016	02/03/2021	11020190-552135	AD	MATERIAL/SUPPLIES-EQUIPMENT	\$1,419.07	0
								1,419.07	
UMB BANK, F/B/O PLANMEMBER									
1346									
02052021	PLAN MEMBER PR WH 2/5/21	SHAWNEE MIS	20210288	03/07/2021	11000000-213600	FN	PAYROLL DEDUCT'N- PLAN MEMB	\$1,000.00	9006372
								1,000.00	
VILLAGE OF BENSENVILLE									
3100									
02052021	POLICE PENSION PR WH 2/5/21		20210375	03/07/2021	11000000-212140	FN	PAYROLL DEDUCT'N-POL PENSIO	\$12,674.01	9006381
								12,674.01	
WAREHOUSE DIRECT, INC.									
1077									
4819124-1	DISINFECTANT SPRAY (5)	DES PLAINES	20210390	03/11/2021	11020190-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$63.45	0
4882578-0	COVID-19 LYSOL WIPES	DES PLAINES	20210089	03/07/2021	11020190-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$399.90	0
4884578-0	OFFICE SUPPLIES-INV #4884578-0	DES PLAINES	20210391	03/11/2021	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$34.27	0
4884578-1	OFFICE SUPPLIES-INV #4884578-0	DES PLAINES	20210392	03/14/2021	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$19.99	0
4889244-0	OFFICE SUPPLIES	DES PLAINES	20210403	03/17/2021	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$36.74	0
4889244-0	OFFICE SUPPLIES	DES PLAINES	20210403	03/17/2021	51050110-551110	PW	MATERIAL/SUPPLIES	\$36.72	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 2/23/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								591.07	
WATCHGUARD INC									
1827									
4BOINV0007195	BODY CAMERAS/ACCESSORIES-IN	ALLEN	20210369	02/19/2021	11040340-594000	PD	CAPITAL OUTLAY-MACHINERY & E	\$1,260.00	0
BCMINV0011369	BODY CAMERAS/ACCESSORIES-IN	ALLEN	20210369	02/20/2021	11040340-594000	PD	CAPITAL OUTLAY-MACHINERY & E	\$20,370.00	0
								21,630.00	
WEST SIDE TRACTOR SALES CO									
8511									
N02369	WINDOW #267	CHICAGO	20210340	03/04/2021	11050420-542410	PW	R & M VEHICLES	\$291.18	0
								291.18	
WEST SUBURBAN BANK									
1838									
BEPC2000043	SUBPOENA RECORDS FEE-HERRE	LOMBARD	20210297	08/20/2020	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$11.50	0
								11.50	

CHECK TOTAL: **272,281.54**

WIRE/MANUAL TOTAL: **488,676.14**

EXPENDITURE TOTAL: **760,957.68**

TYPE:Resolution**SUBMITTED BY:**Julie McManus**DEPARTMENT:**Finance**DATE:**February 23, 2021**DESCRIPTION:**

A Resolution Authorizing an Agreement with MWM Consulting Group for Actuarial Services for Fiscal Years 2020 and 2021

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

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

COMMITTEE ACTION:

N/A

DATE:

Not Applicable.

BACKGROUND:

MWM has provided actuarial services for the Village for multiple years. These services are required to isolate the expenses and liabilities related to the Village's Police Pension Fund and for the Village's other post-retirement employee benefits (OPEB), which are in the form of medical benefits provided to retired employees at their own expense. The actuarial studies also include funding requirement information for the Police Pension Fund, which are used to ensure the Village is funding more than the minimum requirement for these pension benefits.

KEY ISSUES:

None.

ALTERNATIVES:

At the discretion of the Board of Trustees.

RECOMMENDATION:

Staff recommends the approval of the Resolution Authorizing an Agreement with MWM Consulting Group for Actuarial Services for Fiscal Years 2020 and 2021.

BUDGET IMPACT:

The total expected contract payment of \$11,700 and \$7,475 are expected in budget years 2021 and 2022, respectively. The 2021 budget is \$10,700. The shortfall will be covered from budget surpluses in other accounts.

ACTION REQUIRED:

Approval of Resolution Authorizing an Agreement with MWM Consulting Group for Actuarial Services for Fiscal Years 2020 and 2021.

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

Resolution for MWM Consulting Actuarial Services for Fiscal Years 2020 and 2021

2/17/2021

Resolution Letter

Attachment MWM Consulting Agreement for Actuarial Services 2020 and 2021

2/17/2021

Resolution Letter

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MWM CONSULTING GROUP FOR ACTUARIAL SERVICES FOR FISCAL YEARS 2020 AND 2021

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 agreements, contracts, and engagements, and to undertake other acts as necessary, in the exercise of its statutory powers; and

WHEREAS, the Village is required to provide for actuarial studies for the Bensenville Police Pension Fund and the Village’s other post-retirement benefits (OPEB) to provide evidentiary evidence for audit valuations of liabilities and expenses for these benefits and define minimum contribution levels for the pension plan for the forthcoming years; and

WHEREAS, the President and Board of the Village Trustees have determined it reasonable and necessary for the Village to authorize an agreement with MWM Consulting Group for the completion of fiscal year actuarial studies for 2020 and 2021.

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

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

SECTION TWO: That the Village President is authorized to execute the attached agreement/engagement letter with MWM Consulting Group for the completion of fiscal year actuarial studies for 2020 and 2021 related to the Bensenville Police Pension Fund and the Village’s OPEB obligations.

SECTION THREE: That this Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 23rd day of February 2021.

APPROVED:

Frank DeSimone

President

ATTEST:

Nancy Quinn

Village Clerk

Ayes: _____

Nays: _____

Absent: _____



By e-mail transmission
jmcmanus@bensenville.il.us

February 5, 2021

Ms. Julie McManus
Village of Bensenville
12 S. Center St.
Bensenville, IL 60106

Dear Ms. McManus:

MWM Consulting Group is pleased to offer our revised proposal update to provide actuarial valuations for the Village of Bensenville. In connection with your request, we have prepared this engagement letter for your review. We would be delighted to continue to provide actuarial consulting services in connection with the Village's financial reporting under GASB No. 75, and for the Police Pension fund for financial reporting under GASB Nos. 67/68 and for determination of statutory minimum funding. This letter is to confirm our understanding of the terms, scope, and objectives of our engagement.

MWM Consulting Group will:

For financial reporting under GASB No. 75, provide actuarial consulting services in connection with the Village's financial reporting which will include:

- Prepare an actuarial valuation of the Village's retiree non-pension OPEB benefit programs for complying with the requirements of GASB Statement No. 75.
- Prepare a written, certified report of our valuation that will include the schedules and actuarial information necessary for compliance with GASB Statement No. 75.
- Consult with the Village staff on the actuarial, accounting, design, funding, administrative and related issues associated with complying with GASB No. 75.

For Statutory funding and financial reporting under GASB Nos. 67/68, provide actuarial services to comply with funding requirements and financial reporting which will include:

- Prepare actuarial valuations of the Village of Bensenville Police Pension Fund
- Prepare separate accounting and funding valuations and respective written, certified reports. The accounting reports will include the schedules and actuarial information necessary for compliance with GASB S-67 and GASB S-68. The funding reports will include the results of the valuation presenting statutory and tax levy funding requirements.

The pension plan assignment will be to perform valuations as of January 1, 2021 for statutory funding, and as of December 31, 2020 for financial reporting under GASB 67/68, and annually thereafter. The retiree health OPEB GASB 75 reporting would be a full valuation, with an anticipated supplemental valuation for 2021 based upon the full MWM valuation performed for fiscal year end 2020.

All MWM valuation reports will contain, as a minimum, valuation results including elements relevant to the valuation, supporting exhibits and schedules, valuation highlights, historical experience, and narrative descriptions and discussion relevant to the results of the valuation and management of the plan.

Fees for our services are based upon the time spent by staff professionals and will be invoiced with a brief description of the charges and services. The fees for the proposed services are summarized in the attached exhibits.

For your convenience, attached to this letter is a mini proposal summary outlining the services and fees. If the above meets with your approval, please sign and return this letter.

Very Truly Yours,

A handwritten signature in cursive script, appearing to read "Kathleen E. Manning".

Kathleen E. Manning, FSA
Managing Principal and Consulting Actuary

Agreed and Accepted on behalf of Client

By: _____

Date: _____

SCOPE OF SERVICES – RETIREE HEALTH OPEB (GASB 75)

MWM will provide all of the services specified below:

- Review the previous actuarial reports and accounting entries
- Collect and confirm financial and participant data, for full year valuations.
- Confirm covered populations and benefit programs are not significantly changed for interim year valuations. (no data or financial information is collected).
- Validate the substantive plan, claims/premium costs and membership.
- Review /analyze the historical claims experience, benefit provisions, enrollment, and reserve practices.
- Develop the Actuarially Determined Contribution as applicable.
- Provide valuation results and components which include total OPEB liabilities, annual OPEB expense, inflows and outflows, net fiduciary position, net OPEB liability, funded status, projected and accrued liabilities, asset and transaction summaries and reconciliations pertinent to Required Supplementary Information to comply with GASB No. 75.
- Provide cost and liability summaries by division/sub-group as requested.
- Provide valuation results in a complete, certified written report.
- Complete auditor confirmation documents.

In order to complete the actuarial valuations, the following participant data and financial information will be needed:

- For insured plans, current and prior year medical, dental and vision monthly premium rates, by program and status (i.e. employee only, employee plus dependents, etc.). Include employee and retiree contribution schedules.
- Individual active member data: identifier, name, department, medical coverage (PPO, HMO, etc.), date of birth, sex, date of hire, pay or pay rate, medical plan contributions and family status.
- Participation history (election of coverage by retirees).
- Individual inactive member data: identifier, name, department, medical coverage plan, date of birth, sex, Medicare eligibility, date of retirement, monthly contributions, and date of birth of dependents.
- Detailed medical plan descriptions or program changes since last valuation.

SCOPE OF SERVICES – POLICE PENSION FUND (FUNDING AND ACCOUNTING)

Perform valuations as of January 1, for statutory funding, and as of December 31, for financial reporting under GASB 67/68, and annually thereafter.

The MWM valuation report will contain, as a minimum, valuation results and supporting schedules and exhibits, valuation highlights, historical experience, narrative descriptions and discussion issues and events relevant to management of the plan.

MWM will provide all of the services specified below:

- Review the previous actuarial reports and accounting entries.
- Collect and confirm financial and participant data. This data will be reconciled each year with prior year's information. Develop a consolidated statement of assets as part of each report.
- Develop the tax levy requirements for the period according to municipal policy and minimum statutory requirements under Public Act 096-1495.
- Develop supporting schedules and summaries documenting tax levy calculations.
- Determine and certify the Annual Actuarial Requirement using the plan's interest rate and other valuation assumptions.
- Assist the Village in developing the funding policy and Actuarially Determined Contribution.
- Develop supplemental schedules required for compliance with GASB Statements 67 and 68.
- Include liabilities, costs, summaries, and reconciliations pertinent to the understanding of the report and to the Required Supplementary Information.
- Periodically review plan actuarial and economic experience with management.
- Complete auditor confirmation documents.

In order to complete the pension actuarial valuations, the following participant data and financial information will be needed:

- Trust items: receipts and disbursements for the twelve months ending December 31, distribution of investments by category and a listing of benefit payments by individual.
- Individual active member data: date of birth, sex, date of hire (service date), credited service, pensionable pay or pay rate and accumulated contributions.
- Individual inactive member data: date of birth, sex, benefit service at termination, date of retirement/payment commencement, monthly benefit, form of payment and date of birth and sex of contingent annuitants.
- Prior years actuarial reports and related financial statement notes.

PROPOSED COST

For GASB 75, a full valuation is required every two years. The intervening year permits a supplemental valuation based upon the preceding years results, providing no significant changes have occurred in the program or demographics. There will be a \$2,500 charge for review for significant changes, and disclosure valuation and supplemental report for the interim year. Since MWM prepared the last full valuation one year ago, a full valuation would be required for 2020 FYE.

For GASB 67/68 and for statutory funding, a full valuation would be performed every year.

Schedule of Actuarial Fees Village of Bensenville

Maximum Fees for Scope of Services	Valuation Report for	
	12/31/2020	12/31/2021
Police Pension Fund	\$6,200	\$6,500
OPEB Valuations	\$5,500	\$ 975 ⁽¹⁾

⁽¹⁾ Review plan provisions, size and composition of the population covered by the plan, and other factors. Prepare disclosure exhibits and complete audit confirmation documents.

MWM is available to provide other additional support and to assist the Village in other areas. We will provide a fee estimate in advance for cost studies, additional calculations and other projects that may arise.

TEAM BIOGRAPHIES

KATHLEEN E. MANNING, FSA, EA, MAAA, FCA, MSPA

Managing Principal and Consulting Actuary,
President, MWM Consulting Group Inc.

Current Position

Kathleen founded MWM Consulting Group in 1993. Prior to establishing MWM Consulting Group Kathleen held senior actuarial positions with international consulting firms, lead major practices areas and was lead consultant on key accounts.

Kathleen's actuarial experience spans 30 years and group actuarial management positions at insurance companies and senior employee benefits consulting positions with expertise beyond recurring actuarial issues, to include specialties in mergers and acquisitions, strategic financial forecasting, financial accounting standards, and executive benefit programs. Kathleen's clients have included every aspect of pension plans and employee benefit programs design, funding, communications, compliance and administration for wide spectrum of organizations: Fortune 100 companies, large hospital systems, not for profit entities, governmental employers, and privately held corporations.

Professional Designations

- Fellow of the Society of Actuaries
- Fellow of the Conference of Consulting Actuaries
- Member of the American Academy of Actuaries
- Enrolled Actuary under ERISA
- Member of the American Society of Pension Actuaries

Education

Kathleen earned a Bachelor of Science in Mathematics from the University of Illinois and studied at the University of Chicago's Master of Business 190 program, with a concentration in finance.

Professional Committees

Kathleen is/has been an active participant in many professional committees, some of which are listed below.

- Pension Accounting Committee – Academy of Actuaries – 2005-2014
- Committee on Continuing Education Seminars – Conference of Consulting Actuaries –Current
- Committee on Smaller Consulting Firms – Conference of Consulting Actuaries - Current
- Actuarial Issues Committee - American Society of Pension Actuaries 2006 -2008
- Education and Examination Committee – Society of Actuaries - Part 6 - 1980 – 1983
- Committee on Social Insurance - Society of Actuaries - 1982

TEAM BIOGRAPHIES

KARL K. OMAN, ASA, EA, MAAA, FCA, Ph.D

Consulting Actuary
MWM Consulting Group

Current Position

Karl has more than 25 years of actuarial consulting experience in plan design, implementation, administration, accounting disclosure statements under FASB and GASB and funding of retirement benefit programs for major U.S. corporations, professional and trade associations, not-for-profit organizations and public retirement systems and municipalities.

Professional Background

Prior to joining MWM, Karl practiced at BCG Pension Risk Consultants, Inc. (BCG) as a Senior Consultant. His primary responsibility was to perform an in-depth evaluation of a sponsor's ongoing plan expenses and the plan's funded position relative to the annuity purchase market to determine whether a risk transfer opportunity such as a Lump Sum Window, Annuity Purchase or Plan Termination would be feasible and financially beneficial to the sponsor.

Karl worked for Aon Hewitt and RSM McGladrey for many years as a Retirement Consultant prior to joining BCG. His responsibilities included managing small teams, performing complex actuarial calculations and consulting with clients on a wide range of issues associated with the implementation, administration and funding of retirement benefit programs, both public and private sector. Karl's background also includes five years of teaching mathematics and actuarial science courses as an Associate Professor of Mathematics. With this academic experience, Karl brings a wide range of skills that are useful to build and maintain solid client relationships by being able to communicate complex subject matter in a manner that is understandable to diverse audiences.

Professional Designations

- Associate of the Society of Actuaries
- Fellow of the Conference of Consulting Actuaries
- Member of the American Academy of Actuaries
- Enrolled Actuary under ERISA

Education

Karl's highest academic degree is a Doctorate in Mathematics from Wayne State University in Detroit, MI awarded in December 1998.

TEAM BIOGRAPHIES

Kyle Bang, FSA, MAAA, EA,
Consulting Actuary
MWM Consulting Group

Current Position

Kyle has over 15 years of actuarial consulting and team leadership experience. He has served a wide variety of clients from mid-size employers to jumbo Fortune 500 companies. Consulting on diverse retirement and employee benefit projects. design, implementation, administration, accounting disclosure statements under FASB and GASB and funding of retirement benefit programs for major U.S. corporations, professional and trade associations, not-for-profit organizations and public retirement systems and municipalities.

Professional Background

Prior to joining MWM, Kyle was a Director and Consulting Actuary at Prudential Financial, prior to that, a Consulting Associate Actuary at Mercer. Kyle assisted his clients with issues ranging from everyday funding and compliance to strategic implementations of financial de-risking.

Professional Designations

- Fellow of the Society of Actuaries
- Fellow of the Conference of Consulting Actuaries
- Member of the American Academy of Actuaries
- Enrolled Actuary under ERISA

Education

Kyle graduated from the University of Minnesota Duluth, magna cum laude, with a Bachelor of Science degree in Statistics and Actuarial Science.

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**February 23, 2021**DESCRIPTION:**

Resolution Authorizing the Execution of an Amendment No. 1 to an Existing Engineering Service Contract with Strand Associates, Inc. to Perform Design Engineering Services for the York Rd (LS-10) and Thomas-Foster (LS-15) Lift Station Upgrades in the Revised not-to-exceed amount of \$112,500.00

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

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

KEY ISSUES:

On October 30, 2020, the Village Board approved R-81-2020, entering into a design engineering services contract with Strand Associates, Inc for the York Rd (LS-10) and Thomas-Foster (LS-15) lift station upgrades.

The project is currently under design. During the details evaluation of the York Rd lift station, it was determined that existing components inside the wet well are beyond its useful life. York Rd lift station is a major component of the Village's sanitary collection system. The entire north side of town is tributary to this lift station.

The additional scope of work will require the lift station to be offline for a while and it makes sense to upgrade all the deteriorating components of the wet well at this time. The additional scope of improvements inside the wet well will include an influent pump replacement, all three pump guiderails, and pipe base elbows.

The condition of the piping and valves inside the valve vault is also in poor shape. These pieces of infrastructure have also reached its useful life and should be replaced. Additionally, the piping for the acquisition area also needs to be demolished. The telemetry equipment is also in need of replacement. Aforementioned improvements will also require to bypass pump the station which was not part of the original scope of improvements.

To reduce the impact of the additional scope of improvements, the Village is planning to bid York Rd lift station improvements as the base bid while Thomas-Foster lift station will be advertised as an alternate bid.

The additional scope of work results in additional design services. Strand's original Amendment No.1 was submitted in the amount of \$31,800 for a revised fee of \$116,700. After negotiations, the Amendment No. 1 has been reduced by \$4,200 to \$112,500.00

ALTERNATIVES:

Discretion of the Village Board

RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing the Execution of an Amendment No. 1 to an Existing Engineering Service Contract with Strand Associates, Inc. to Perform Design Engineering Services for the York Rd (LS-10) and Thomas-Foster (LS-15) Lift Station Upgrades in the Revised not-to-exceed amount of \$112,500.00.

BUDGET IMPACT:

In CY2021, The Village has budgeted \$84,500 for design engineering services under account 51080870-536513.

ACTION REQUIRED:

Approval of the Resolution Authorizing the Execution of an Amendment No. 1 to an Existing Engineering Service Contract with Strand Associates, Inc. to Perform Design Engineering Services for the York Rd (LS-10) and Thomas-Foster (LS-15) Lift Station Upgrades in the Revised not-to-exceed amount of \$112,500.00.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	2/15/2021	Resolution Letter
Proposal Amendment 1 - Revised	2/15/2021	Backup Material
Location Map - LS10	2/15/2021	Backup Material
Location Map - LS15	2/15/2021	Backup Material
R-81-2020	2/15/2021	Backup Material

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF AN AMENDMENT NO. 1 TO AN
EXISTING ENGINEERING SERVICE AGREEMENT WITH
STRAND ASSOCIATES, INC
TO PERFORM DESIGN ENGINEERING SERVICES FOR
YORK RD (LS-10) AND THOMAS-FOSTER (LS-15) LIFT STATION
UPGRADES IN THE REVISED NOT-TO-EXCEED AMOUNT OF \$112,500.00**

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

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

WHEREAS the Village owns and operated approximately sixty (60) miles of sanitary sewer conveyance system; and

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

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

WHEREAS based on the study as well as staff reports the two lift stations in need of upgrades are York Rd (LS-10) and Thomas-Foster (LS-15); and

WHEREAS on October 30, 2020, the Village Board approved R-81-2020, entering into a design engineering services contract with Strand Associates, Inc for the York Rd (LS-10) and Thomas-Foster (LS-15) lift station upgrades; and

WHEREAS during the detailed design stage additional scope of improvements have been identified at the York Rd lift station; and

WHEREAS York Rd lift station is a major component of the Village's sanitary collection system; and

WHEREAS the additional scope of improvements will require bypass pumping of the lift station; and

WHEREAS staff believes this is the ideal time to make the additional improvements; and

WHEREAS additional scope of improvements results in the need of additional design services; and

WHEREAS Strand Associates, Inc submitted an Amendment No. 1 to the original contract in the amount of \$31,800 for a revised fee of \$116,700; and

WHEREAS after negotiations the Amendment No. 1 has been reduced by \$4,200 to a revised fee of \$112,500.00; and

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing the execution of an Amendment No. 1 to an existing engineering service contract with Strand Associates, Inc. to perform design engineering services for the York Rd (LS-10) and Thomas-Foster (LS-15) lift station upgrades in the revised not-to-exceed amount of \$112,500.00

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 February 23, 2021.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843

February 12, 2021

Village of Bensenville
717 East Jefferson Street
Bensenville, IL 60106

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

Re: Amendment No. 1 to the September 30, 2020, Agreement for General Services
York Road (LS-10) and Thomas Foster (LS-15) Lift Station Improvements

This is Amendment No. 1 to the referenced Agreement.

Under **Scope of Services**, item No. 2,

a., ADD the following:

- “(5) Replace the west influent pump including a new base elbow, pump removal rails, and access hatch modifications.
- (6) Replace the base elbow and pump removal rails for the middle and east pumps.
- (7) Replace the pump discharge piping within the wet well and valve vault from the pump base elbow to the check valve for three pumps. Modify discharge piping on the west pump to maintain the connection to the 16-inch force main. Replace check valves.
- (8) Develop bypassing plan to route flow around pump station during installation of pumps, guide rails, and piping.
- (9) Replace telemetry equipment.”

b., ADD the following:

- “(5) Replace telemetry equipment.
- (6) Prepare specifications to bid Thomas Foster Lift Station Improvements as a Bid Alternative.”

Under **Compensation**, CHANGE \$84,900 to “\$112,500.”

Under **Schedule**, CHANGE February 26, 2021, to “May 31, 2021.”


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

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

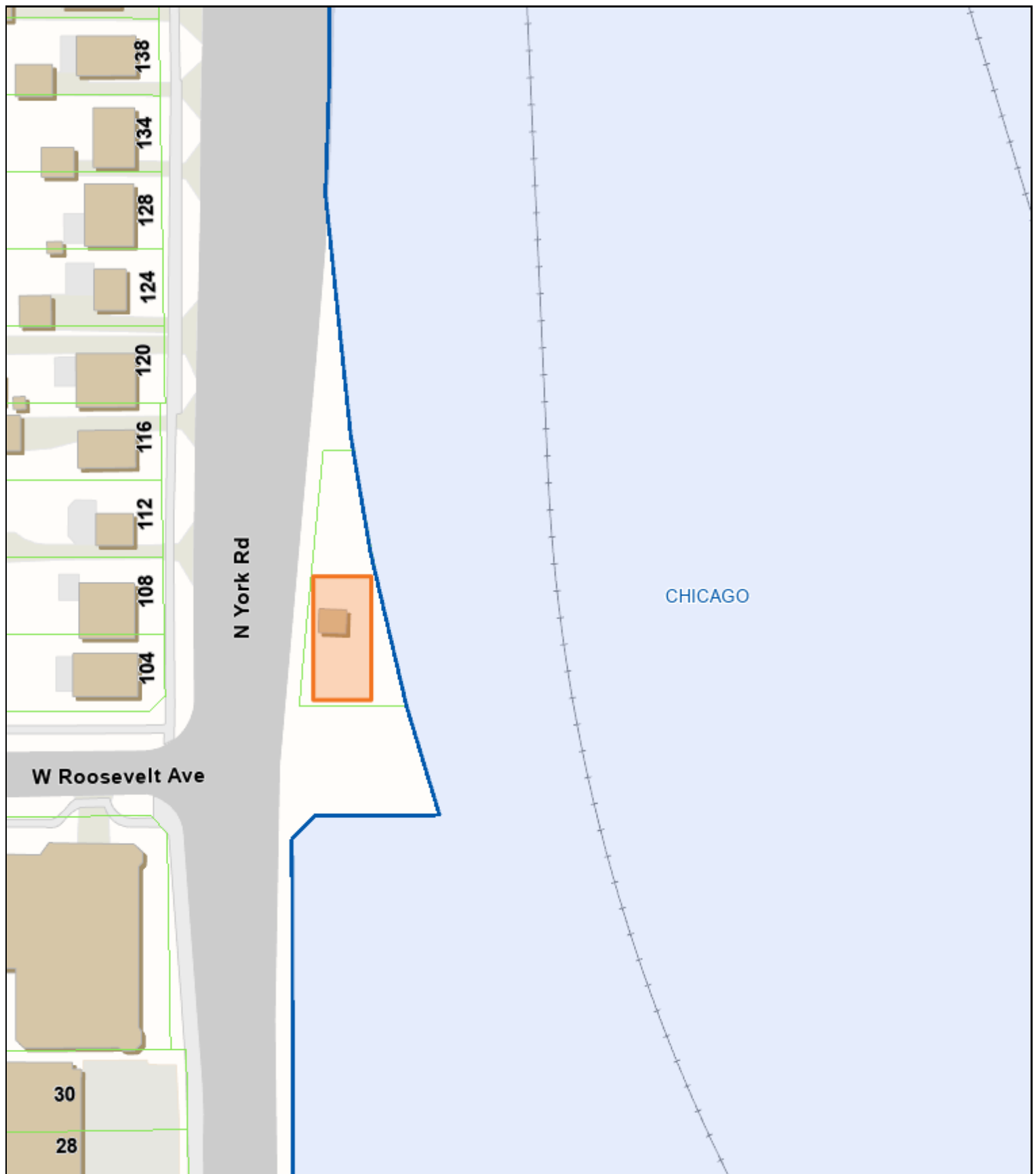
VILLAGE OF BENSENVILLE


Joseph M. Bunker
Corporate Secretary

Date

Evan Summers
Village Manager

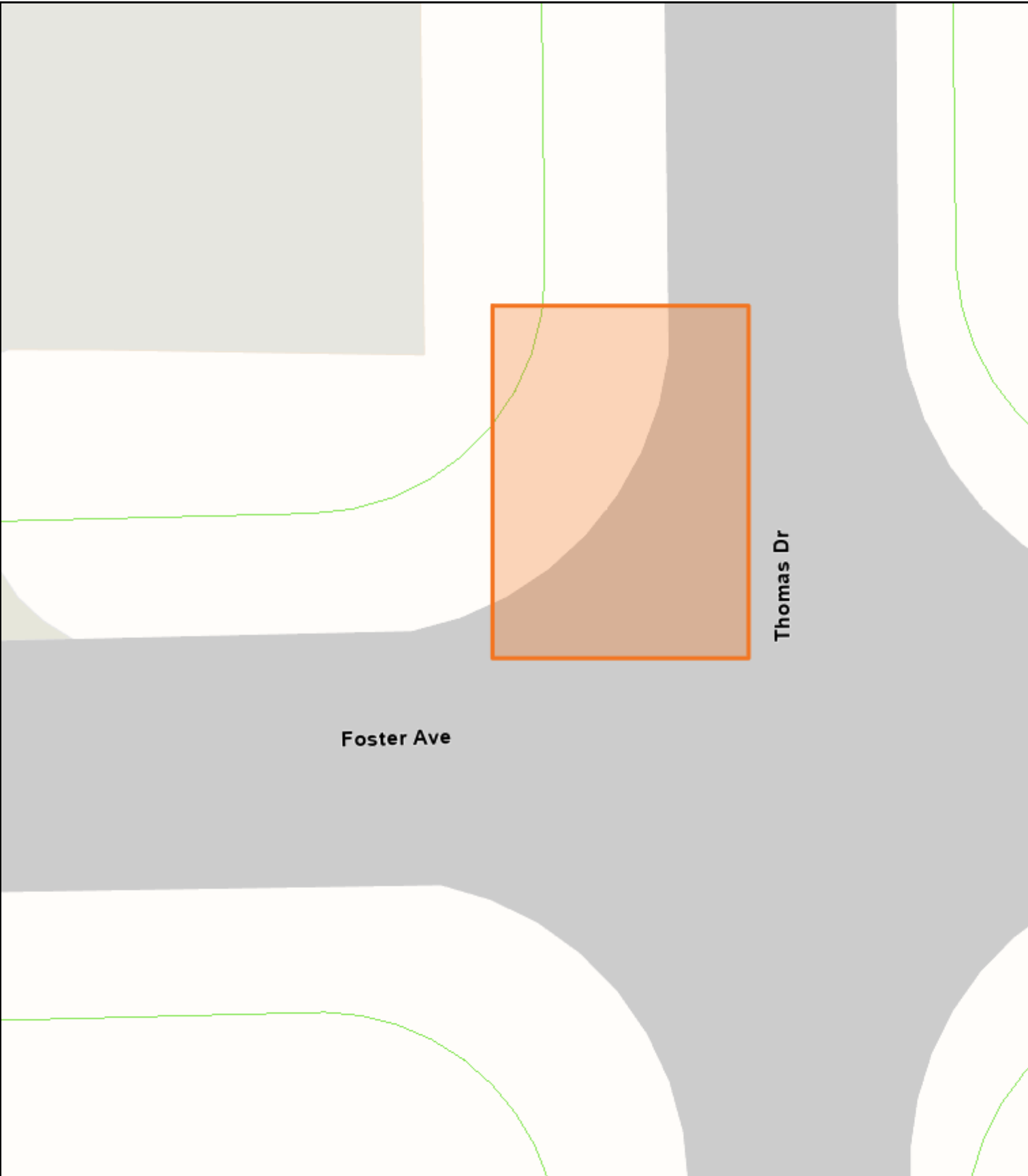
Date



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Notes



RESOLUTION NO. R-81-2020

**AUTHORIZING THE APPROVAL OF AN ENGINEERING SERVICE
AGREEMENT WITH STRAND ASSOCIATES, INC
TO PERFORM DESIGN ENGINEERING SERVICES FOR
YORK RD (LS-10) AND THOMAS-FOSTER (LS-15) LIFT STATION
UPGRADES IN THE NOT-TO-EXCEED AMOUNT OF \$84,500.00**

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

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

WHEREAS the Village owns and operated approximately sixty (60) miles of sanitary sewer conveyance system; and

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

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

WHEREAS based on the study as well as staff reports the two lift stations in need of upgrades are York Rd (LS-10) and Thomas-Foster (LS-15); and

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

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

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

WHEREAS Strands had provided design and construction services for the Village's WWTP upgrades; and

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

WHEREAS the Village requested a proposal from Strand; and

WHEREAS after negotiations the total cost proposal received is in the not-to-exceed amount of \$84,500; and

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing the execution of an engineering service contract with Strand Associates, Inc. to perform design engineering services for the York Rd (LS-10) and Thomas-Foster (LS-15) lift station upgrades in the not-to-exceed amount of \$84,500.00

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 October 13, 2020.

APPROVED: 

Frank DeSimone, Village President

ATTEST: 

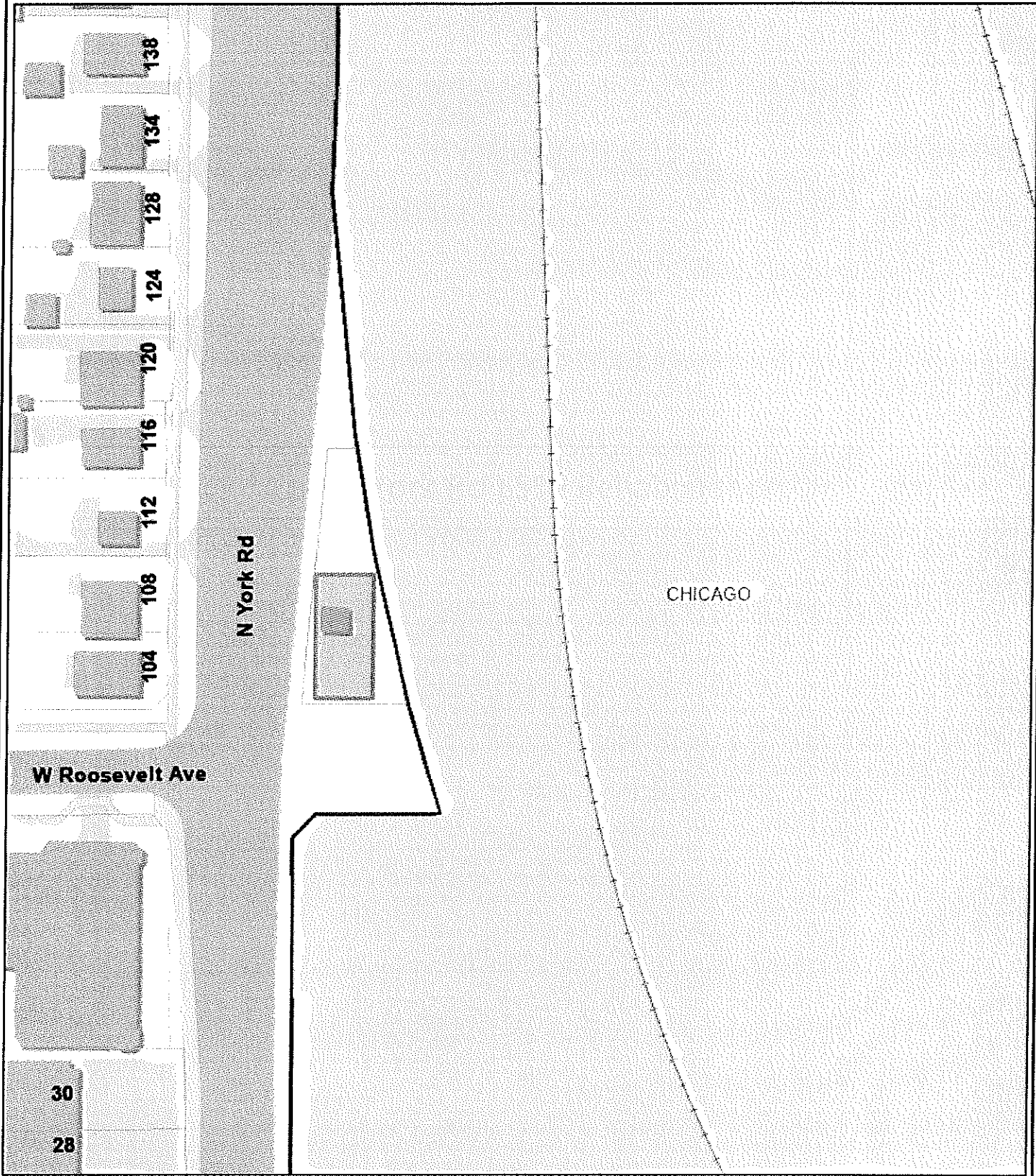
Nancy Quinn, Village Clerk

AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

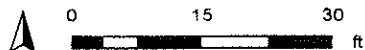
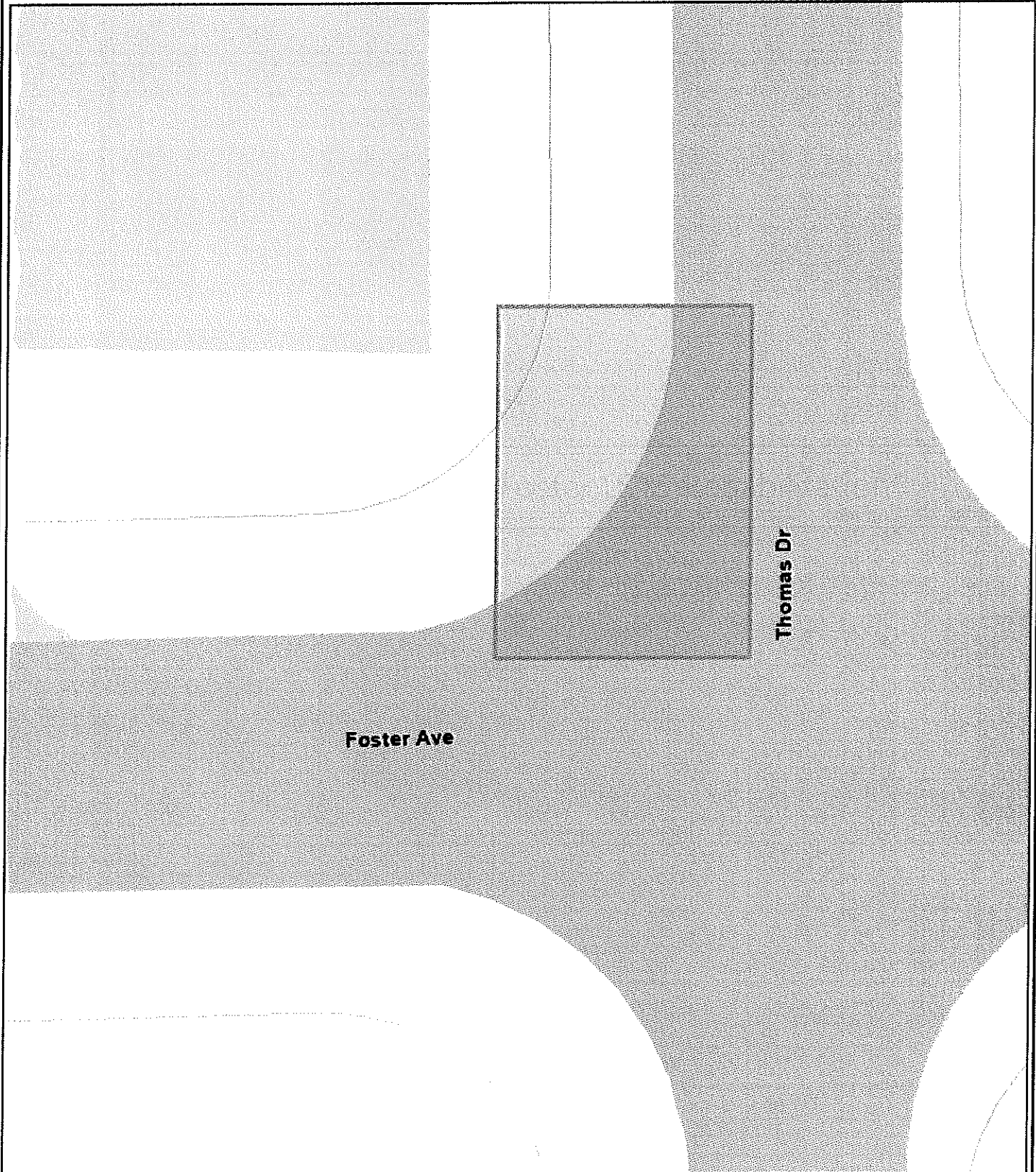
ABSENT: None

GIS Consortium York Rd LS10 Rehabilitation



Notes

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Notes



Strand Associates, Inc.*
310 West Winger Drive
Madison, WI 53715
P: 608-251-4843

September 30, 2020

Village of Bensenville
717 East Jefferson Street
Bensenville, IL 60106

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

Re: Agreement for General Services
York Road (LS-10) and Thomas Foster (LS-15) Lift Station Improvements

This is an Agreement between the Village of Bensenville, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide engineering services (Services) for the York Road (LS-10) and Thomas Foster (LS-15) Lift Station Improvements project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER:

1. Attend a project kickoff meeting, conduct a topographic site survey for LS-15, and perform a visual survey of the site and take measurements as necessary to prepare base drawings for LS-10 with the level of detail necessary to develop construction drawings for the project. Contact Joint Utility Locating Information for Excavators (JULIE) once to request utility locates. Additional contacts with JULIE related to any utility markings will be additional services.
2. Prepare design drawings for improvements to the LS-10 and LS-15 lift stations.
 - a. LS-10 improvements are anticipated to include:
 - (1) Replacement of existing electrical controls and equipment.
 - (2) Replace existing roof.
 - (3) Repair spalled concrete block above the valve vault.
 - (4) Replace the exhaust fan for the generator building.
 - b. LS-15 improvements are anticipated to include:
 - (1) Provide two new submersible pumps with a capacity of 550 gallons per minute to match the existing pump capacity.
 - (2) Abandon existing drywell.
 - (3) Provide valve vault to house valves and discharge piping.
 - (4) Relocate station disconnect and manual transfer switch.

Village of Bensenville
Page 2
September 30, 2020

3. Prepare preliminary drawings and technical specifications for the project. Submit approximately 60 percent preliminary drawings and specifications to OWNER for review.
4. Meet with OWNER to review preliminary documents.
5. Prepare prefinal approximately 90 percent drawings and specifications.
6. Prepare an opinion of probable construction cost.
7. Meet with OWNER to review prefinal documents.
8. Assist OWNER with retaining a geotechnical consultant for soil borings and geotechnical report for LS-15.
9. Prepare draft Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2013 edition, and technical specifications in Construction Specification Institute format. Submit draft Bidding Documents to OWNER for review.
10. Prepare final Bidding Documents. Submit three copies to OWNER.
11. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
12. Prepare addenda and answer questions during bidding.
13. Attend the bid opening, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.
14. Prepare three sets of Contract Documents for signature.

Service Elements Not Included

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

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
3. Construction-Related Services: Construction-related services for the project will require a separate agreement with OWNER.
4. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.

Village of Bensenville
 Page 3
 September 30, 2020

5. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
6. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
7. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
8. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
9. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Services on an hourly rate basis plus expenses an estimated fee of \$84,900.

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

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

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

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

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of October 19, 2020. Services are scheduled for completion on February 26, 2021.

Village of Bensenville
Page 4
September 30, 2020

Standard of Care

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

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.
8. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

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

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.

Village of Bensenville
Page 5
September 30, 2020

3. If there is a modification of Illinois Environmental Protection Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

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

Payment

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

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

Data Provided by Others

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

Termination

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

Third-Party Beneficiaries

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

Village of Bensenville
Page 6
September 30, 2020

Dispute Resolution

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

Terms and Conditions

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

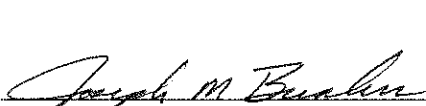

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

VILLAGE OF BENSENVILLE

	
Joseph M. Bunker	Evan Summers
Corporate Secretary	Village Manager
Date 10/1/2020	Date 10/13/2020

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**February 23, 2021**DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with Superior Road Striping, Inc. of Melrose Park, IL for the 2021 Pavement Striping Program in the Amount of \$18,983.19

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:**

N/A

DATE:

N/A

BACKGROUND:

The Village in an effort to maintain safe and beautiful roadways for all those who pass through the Village performs routine maintenance to achieve these goals. For the safety of the motoring public the Village conducts a roadway striping program on an annual basis. This year's striping program will largely focus in Area 1 and Area 5 with touch ups in Areas 2 and 3.

KEY ISSUES:

In past years, the Village has taken advantage of the competitively bid pricing through Suburban Purchasing Cooperative (a joint purchasing program for local government agencies) by Northwest Municipal Conference (NWMC). This year the Village is taking advantage of the competitive bidding performed through the DuPage County Department of Transportation (DuDOT) in 2020. Superior Road Striping, Inc of Melrose Park, IL was the lowest bidder for this project. Staff has evaluated the prices from the NWMC and DuDOT. The pricing obtained through DuDOT are slightly more cost effective and Superior will honor the prices provided in the DuDOT contract.

The Village recently obtained a proposal from Superior Road Striping for 2021 Pavement Striping Program. Based on the quantities initially identified, Superior Road Striping has provided a proposal in the amount of \$18,983.19.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

Staff recommends approval of the 2021 Pavement Striping Program contract with Superior Road Striping, Inc of Melrose Park, IL.

BUDGET IMPACT:

Funds have been allocated in FY2021 (\$20,000.00) for 2021 Pavement Striping Program in account 11050420 549990.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Contract with Superior Road Striping, Inc. of Melrose Park, IL for the 2021 Pavement Striping Program in the Amount of \$18,983.19.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	2/15/2021	Resolution Letter
Location Map	2/15/2021	Backup Material
Proposal	2/15/2021	Backup Material
DuDOT Pricing	2/15/2021	Backup Material
NWMC Pricing	2/15/2021	Backup Material

RESOLUTION NO. _____

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH
SUPERIOR ROAD STRIPING, INC. FOR
2021 PAVEMENT STRIPING PROGRAM
IN THE AMOUNT OF \$18,983.19**

WHEREAS the Village of Bensenville, in an effort to maintain safe and beautiful roadways for all those who pass through our Village performs routine maintenance to achieve these goals, and

WHEREAS Superior Road Striping, Inc. was awarded the Thermoplastic Lane Marking Contract through the competitive bidding performed by the DuPage County Department of Transportation, and

WHEREAS the DuPage County contract provision requires the contractor to extend same prices to any interested municipality; and

WHEREAS Superior Road Striping, Inc. will honor DuPage County joint bid pricing, and

WHEREAS Superior Road Striping, Inc. provided a quotation for supplying and applying the material, and

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

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

SECTION TWO: The Village President and Board of Trustees authorizes to execute a contract with Superior Road Striping, Inc. of Melrose Park, IL for the 2021 Pavement Striping Program in the amount of \$18,983.19

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 Feb 23, 2021.

APPROVED:

Frank DeSimone

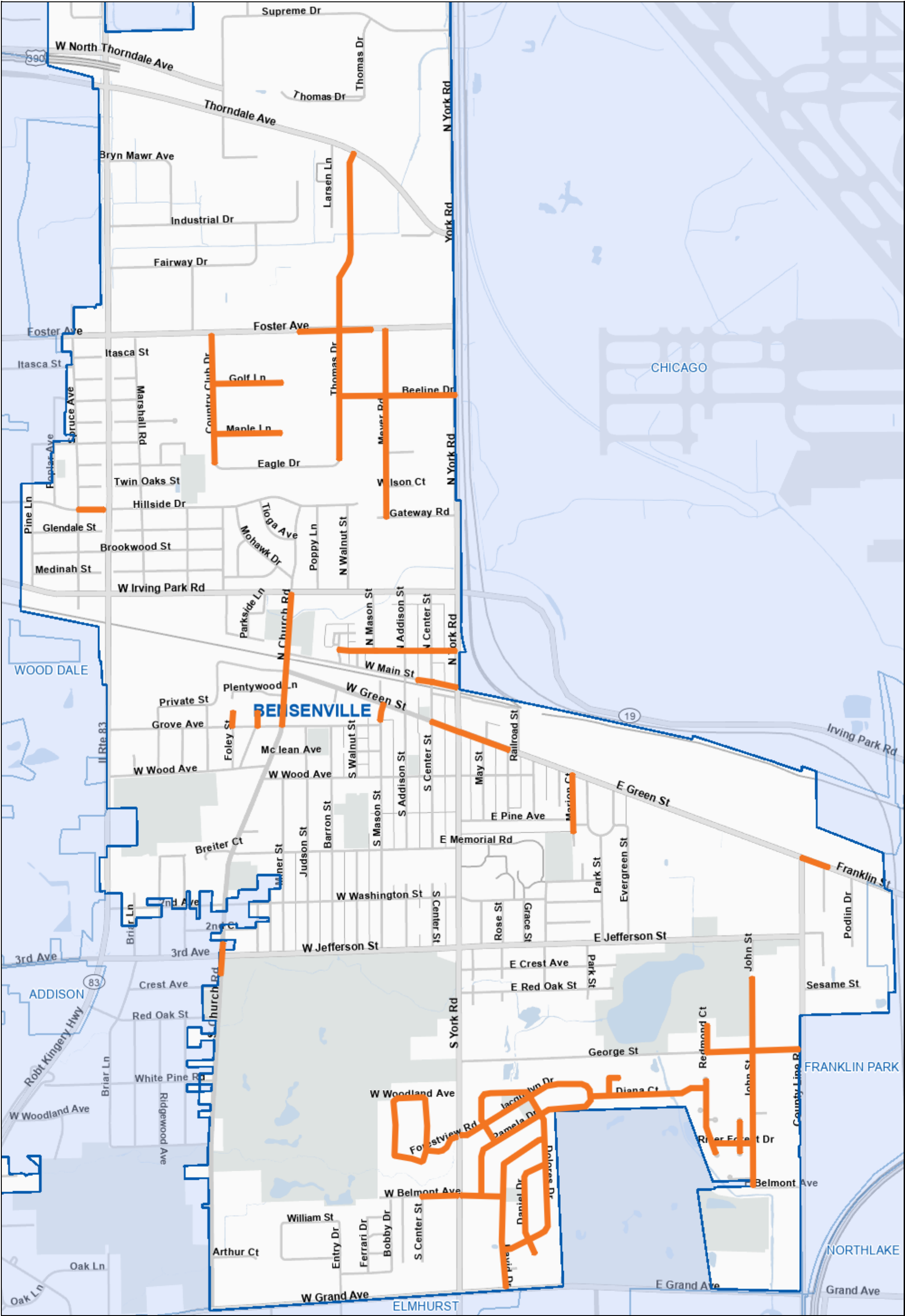
ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



SRS

SUPERIOR ROAD STRIPING, INC.
1967 CORNELL COURT MELROSE PARK, IL 60160

TELEPHONE 708-865-0718
FAX 708-865-0296

12/17/2020

PROPOSAL

VILLAGE OF BENSENVILLE
717 E. JEFFERSON
BENSENVILLE, IL 60106

VARIOUS LOCATIONS

THE UNDERSIGNED, PROPOSE TO FURNISH THERMOPLASTIC AND URETHANE
PAVEMENT MARKING AND LABOR FOR JOB DESCRIBED BELOW

DESCRIPTION	UNIT	APPROX QUANTITY	UNIT PRICE	AMOUNT
THPL PVT MK L & S	SF	481.0	3.75	1803.75
THPL PVT MK LINE 4	LF	11653.25	0.50	5826.63
THPL PVT MK LINE 6	LF	5423.75	0.75	4067.81
THPL PVT MK LINE 12	LF	30.0	1.50	45.00
THPL PVT MK LINE 24	LF	800.0	3.75	3000.00
URETHANE PVT MK LINE 6	LF	140.0	4.00	560.00
URETHANE PVT MK LINE 12	SF	143.0	7.00	1001.00
URETHANE PVT MK LINE 24		282.0	9.50	2679.00

\$ 18,983.19

ACCEPTANCE: YOU ARE HEREBY AUTHORIZED TO FURNISH MATERIAL AND
LABOR NECESSARY TO COMPLETE JOB DESCRIBED.

PLEASE SIGN AND RETURN FAX

SIGNATURE

DATE:

PRINT FIRST AND LAST NAME

Evan Summers, Village Manager

RESPECTFULLY SUBMITTED,

Sandra DeHoyos 2-15-21

SANDRA DEHOYOS
SUPERIOR ROAD STRIPING INC.

RETURN WITH BID



Illinois Department
of Transportation

DUPAGE COUNTY
DIV. OF TRANSPORTATION

2020 MAR -5 AM 9:43

Local Public Agency
Formal Contract
Proposal

PROPOSAL SUBMITTED BY

Superior Road Striping Inc.		
Contractor's Name		
1980 N. Hawthorne Ave		
Street		P.O. Box
Melrose Park	IL	60160
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF DuPage

DuPage County Division of Transportation

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 2020 Pavement Marking Maintenance

SECTION NO. 20-PVMKG-08-GM

TYPES OF FUNDS _____

☒ SPECIFICATIONS (required)

☒ PLANS (required)

For Municipal Projects
Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

Department of Transportation

☐ Released for bid based on limited review

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County DuPage
 Local Public Agency DuPage County D.O.T.
 Section Number 20-PVMKG-08-GM
 Route Various

Sealed proposals for the improvement described below will be received at the office of DuPage County Div of Transportation,
421 N. County Farm Road, 2nd Floor, Wheaton, IL 60187-2553 until 2:00 PM on March 10, 2020
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the DuPage County Division of Transportation,
421 N. County Farm Road, 2nd Floor, Wheaton, IL 60187-2553 at 2:00 PM on March 10, 2020
 Address Time Date

DESCRIPTION OF WORK

Name 2020 Pavement Marking Maintenance Length: _____ feet (_____ miles)
 Location Various Routes
 Proposed Improvement Removal of existing pavement markings and installation of thermoplastic, urethane, and spray
thermoplastic pavement markings, and recessed pavement markers.

1. Plans and proposal forms will be available ~~in the office of~~ online at <http://www.dupageco.org/dot/doingbusiness>
or by contacting the DuPage County Division of Transportation at (630) 407-6900.
 Address

2. ☒ Prequalification
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following ~~BLR~~ Forms shall be returned by the bidder to the Awarding Authority:
- a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - ~~d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
 - e. **DuPage County Apprenticeship or Training Program Certification**
(all Apprenticeship/Training Registration Number(s) and/or Certificate(s) need to be included with this form)
 - f. BLR 12326: Affidavit of Illinois Business Office
 - g. **DuPage County – Required Vendor Ethics Disclosure Statement**
 - h. **IRS Form W-9: Request for Taxpayer Identification Number and Certification**
 - i. **Three (3) References Form**
 - j. **Joint Purchasing Authorization**

RETURN WITH BID

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County	<u>DuPage</u>
Local Public Agency	<u>DuPage County D.O.T.</u>
Section Number	<u>20-PVMKG-08-GM</u>
Route	<u>Various</u>

1. Proposal of Superior Road Striping, Inc.

for the improvement of the above section by the construction of removal of existing pavement markings
and installation of thermoplastic, urethane, and spray thermoplastic pavement markings, and recessed pavement markers

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by DuPage County Division of Transportation
and approved by the Department of Transportation on _____.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as
"Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring
Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check
Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by December 04, 2020
unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and
Conditions for Contract Proposals, will be required. Bid Bonds **will** be allowed as a proposal guaranty.
Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty
check, complying with the specifications, made payable to:

County _____ Treasurer of DuPage

The amount of the check is (5% Bid Bond) (_____).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to
the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check
is placed in another proposal, it will be found in the proposal for: Section Number _____.
8. The successful bidder at the time of execution of the contract **will** be required to deposit a contract bond for the full
amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this
proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed
that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the
product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will
be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this
contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on
BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid
specified in the Schedule for Multiple Bids below.

RETURN WITH BID



**Illinois Department
of Transportation**

SCHEDULE OF PRICES

County: **DuPage**
Local Public Agency: **DuPage County DOT**
Section: **20-PVMKG-08-GM**
Route: **Various**

Schedule for Multiple Bids

Combination Letter	Sections included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's proposal for making entire improvements	\$449,578.50
--	---------------------

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	22200	3.75	83,250.00
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	19000	0.50	9,500.00
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	81250	0.75	60,937.50
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	8000	1.00	8,000.00
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	45400	1.50	68,100.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	8200	3.75	30,750.00
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	494000	0.20	98,800.00
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	1000	5.00	5,000.00
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	9000	0.50	4,500.00
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	3000	0.90	2,700.00
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	950	1.20	1,140.00
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	1600	2.00	3,200.00
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	550	5.00	2,750.00
14	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	131500	0.30	39,450.00
15	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	500	22.00	11,000.00
16	REPLACEMENT REFLECTOR	EACH	500	10.00	5,000.00
17	TRAFFIC CONTROL AND PROTECTION	L SUM	1	1.00	1.00
18	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT	3000	3.00	9,000.00
19	RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	1	3,500.00	3,500.00
20	RAILROAD FLAGGER	DOLLARS	3000	1.00	3,000.00

CONTRACTOR CERTIFICATIONS

County	<u>DuPage</u>
Local Public Agency	<u>DuPage County D.O.T.</u>
Section Number	<u>20-PVMKG-08-GM</u>
Route	<u>Various</u>

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County DuPage
Local Public Agency DuPage County D.O.T.
Section Number 20-PVMKG-08-GM
Route Various

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Superior Road Striping Inc.

Signed By Joan Yario # President

Business Address 1930 W. Hawthorne Ave
Melrose Park IL 60160

Insert Names of Officers



President Joan Yario

Secretary Joan Yario

Treasurer Joseph Yario

Attest: Joan Yario Secretary



**Apprenticeship or Training
Program Certification**

Return to Buyer and with Bid

Route	Various
County	DuPage
Local Agency	DuPage County D.O.T.
Section Number	20-PVMKG-08-GM

All contractors are required to complete the following certification:

- ☒ For this contract proposal or for all groups in this deliver and install proposal.
- ☐ For the following deliver and install groups in this material proposal:

The County of DuPage policy, adopted in accordance with the provisions of DuPage County, Illinois County Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

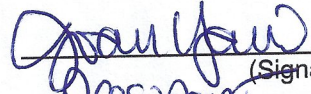
- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 786

- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: Superior Road Striping Inc
Address: 1980 W. Hawthorne Ave
Melrose Park IL 60160

By: 
(Signature)
Title: President



Route	Various
County	DuPage
Local Agency	DuPage County D.O.T.
Section	20-PVMKG-08-GM


BLR 12230 (Rev. 7/05)

SURETY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK) ss:

On this **10th** day of **March** in the year **2020**, before me personally came **Sharon A. Foulk**, to me known, who, being by me duly sworn, did depose and say that she resides in **Island Lake, Illinois**; that he is the **ATTORNEY-IN-FACT** of **The Guarantee Company of North America USA**, the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

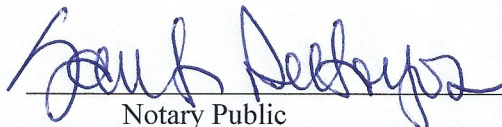




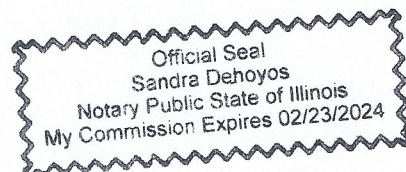
Notary Public
Karen E. Socha, Exp. 1/13/2024

STATE OF ILLINOIS)
COUNTY OF COOK) ss:

On this **10th** day of **March** in the year **2020** before me personally came **Joan Yario**, to me known, who, being by me duly sworn, did depose and say he/she resides in **Bensenville, Illinois** and that she is the **President** of the **Superior Road Striping, Inc.** the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of said corporation and that he signed his/her name thereto by like order.



Notary Public
Sandra De Hoyos, Exp. 2/23/2024





The Guarantee Company of North America USA
Southfield, Michigan

Bond No. Bid Bond
Principal: Superior Road Striping, Inc.
Obligee: DuPage County Division of Transportation

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Sharon A. Foulk

Arthur J Gallagher Risk Management Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 10th day of March, 2020.

Randall Musselman, Secretary

RETURN WITH BID



**Illinois Department
of Transportation**

Affidavit of Illinois Business Office

County DuPage
Local Public Agency DuPage County D.O.T
Section Number 20-PVMKG-08-GM
Route Various

State of IL)
) ss.
County of DuPage)

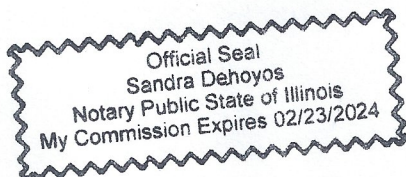
I, Joan Yaro of Bensenville, IL,
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

1. That I am the PRESIDENT of SUPERIOR ROAD STRIPING INC.
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, SUPERIOR ROAD STRIPING INC., will maintain a
(bidder)
- business office in the State of Illinois which will be located in COOK County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Joan Yaro
(Signature)
JOAN YARO
(Print Name of Affiant)

This instrument was acknowledged before me on 4 day of MARCH, 2020.



(SEAL)

Sandra Dehoyos
(Signature of Notary Public)



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of 3/12/2020

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	62G56		62B75	61E97		
Contract With	Peter Baker	Peter Baker	Campanella	D. Const		
Estimated Completion Date	2020	2020	2020	2020		
Total Contract Price	41,719.00	179,549.00	46,571.00	49,219.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	41,719.00	179,549.00	36,982.00	49,219.00		\$307,469.00
Total Value of All Work						\$307,469.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting <i>urethane</i>			11,000.00	15,680.00		\$26,680.00
Signing <i>groove</i>		53,071.00	12,770.00	18,780.00		\$84,621.00
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint) <i>thermo</i>	31,290.00	126478	9,502.00	7,055.00		\$174,325.00
Other Construction (List) <i>rpm</i>	10,429.00		3,710.00	7,704.00		\$21,843.00
						\$ 0.00
Totals	\$41,719.00	\$179,549.00	\$36,982.00	\$49,219.00		\$307,469.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of 3/12/2020

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Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	62C51	62G17		61D65		
Contract With	D Const	JAJohnson	K-Five	Plote		
Estimated Completion Date	2020	2020	2020	2020		
Total Contract Price	60,855.00	59,114.00	10295	48,723.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	5,540.00	59,114.00	10,295.00	48,723.00		\$123,672.00
Total Value of All Work						\$123,672.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting <i>urethane</i>						
Signing <i>broque</i>				11,675.00		\$11,675.00
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings <i>(Paint) thermo</i>		37,094.00	10,295.00	28,573.00		\$75,962.00
Other Construction <i>(List) rpm</i>	5,540.00	22,020.00		8,475.00		\$36,035.00
						\$ 0.00
Totals	\$5,540.00	\$59,114.00	\$10,295.00	\$48,723.00		\$123,672.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of 3/12/2020

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Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	60L71	60L72				
Contract With	TSI	TSI				
Estimated Completion Date	2020	2020				
Total Contract Price	144,218.00	93,125.00				Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	45,678.00	20,736.00				\$66,414.00
Total Value of All Work						\$66,414.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting <i>urethane</i>						
Signing <i>groove</i>						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)	45,678.00	20,736.00				\$66,414.00
						\$ 0.00
Totals	\$45,678.00	\$20,736.00				\$66,414.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of 3/12/2020

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	497,555.00					\$497,555.00
Total Value of All Work						\$497,555.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting <i>urethane</i>	38,355.00					\$38,355.00
Signing <i>groove</i>	84,621.00					\$84,621.00
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings <i>(Paint) Thermid</i>	250,287.00					\$250,287.00
Other Construction <i>(List) rpm</i>	124,292.00					\$124,292.00
						\$ 0.00
Totals	\$497,555.00					\$497,555.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

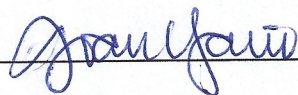
this 4 day of MARCH, 2020Type or Print Name JOAN YARIO

PRESIDENT

Officer or Director

Title

Signed



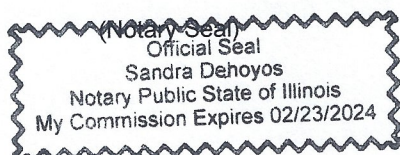
Company

SUPERIOR ROAD STRIPING INC

Address

1980 N. HAWTHORNE AVEMELROSE PARK IL 60160

My commission expires

2-23-24



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: _____

Bid/Contract/PO #: 20-PVMKG-08-GM

Company Name:	Company Contact:
Contact Phone:	Contact Email:

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: [Signature]
Printed Name: Dan Yano
Title: President
Date: 3-4-2020

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

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

Superior M&D Striping Inc.

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1980 N. Hawthorne Ave

6 City, state, and ZIP code

Melrose Park IL 60160

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

36 - 3434087

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

[Signature]

Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1.

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, Individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

RETURN WITH BID

Joint Purchasing Authorization

County DuPage
Local Public Agency DuPage County D.O.T
Section Number 20-PVMKG-08-GM
Route Various

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.?
The approximate quantity usage is unknown.

YES X NO _____ **

**** Failure to complete this form will result in a default assumption of a "NO" response.**

State any other requirements that they would have to meet beyond that of our Bid Invitation and Specifications.

Minimum \$ 10,000.00

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

REFERENCES

All bidders must provide three (3) projects of a similar nature as being performed in the immediate past five (5) years with the name, address and telephone number of the contact person having knowledge of the project or three (3) references (name, address, and telephone number) with knowledge of the integrity and business practices of the contractor.

PROJECT	Walke county DOT 2019 Pavement Marking
FIRM	Walke county DOT
ADDRESS	600 W. Winchester Libertyville IL 60048
CONTACT	Tom Bennecke
TELEPHONE	847-377-7476

PROJECT	McHenry county 2019 Pavement Marking
FIRM	McHenry county DOT
ADDRESS	16111 Nelson Rd Woodstock IL 60098
CONTACT	Bradley Gibson
TELEPHONE	815-334-4960

PROJECT	Illinois Dept Transp. Normal & replacements Pavement Marking
FIRM	Illinois Dept Transportation
ADDRESS	2300 S. DRUM PARKWAY Springfield IL 62764
CONTACT	Pat KenenAKhone
TELEPHONE	847-438-2300



A Joint Purchasing Program For Local Government Agencies

March 23, 2020

Ms. Joan Yario
Superior Road Striping
1980 N. Hawthorne Ave
Melrose Park, IL 60160

Dear Ms. Yario,

This letter is to inform you that due to extraordinary circumstances in the time of COVID 19, the Suburban Purchasing Cooperative Governing Board has decided that it is in the best interest of our members to extend the SPC 2020 Thermoplastic Lane Marking Contract #158 to Superior Road Striping, Melrose Park, IL from April 12, 2020 through April 11, 2021, with no price increases.

Item Description	UOM	2020
4" Marking Line	LF	\$0.52
6" Marking Line	LF	\$0.76
12" Marking Line	LF	\$1.52
24" Marking Line	LF	\$3.78
Marking Letters & Symbols	SF	\$3.51
Removal	SF	\$0.41

With the acceptance of this contract, Superior Road Striping, Melrose Park, IL agrees to all terms and conditions as set forth in the specifications contained within the Request for Proposals to which you responded. This award is not in conjunction with the Illinois Department of Transportation, so participating communities will not be utilizing Motor Fuel Tax (MFT) funds. However, Superior Road Striping must comply with all IDOT rules and regulations, as well as prevailing wage and certified payroll.

The SPC looks forward to another productive year working with Superior Road Striping. Please sign and date the agreement below and return an original to my attention and retain a copy for your files.

Sincerely,

Ellen Dayan, CPPB
NWMC Purchasing Director

Name: Ellen Dayan

03/23/20

Date

Name: Joan Yario

3-24-2020

Date

**DuPage Mayors &
Managers Conference**
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

**Northwest Municipal
Conference**
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan
Phone: (847) 296-9200
Fax: (847) 296-9207

**South Suburban Mayors
And Managers Association**
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

**Will County
Governmental League**
15905 S. Frederick Street
Suite 107
Plainfield, IL 60586
Cherie Belom
Phone: (815) 254-7700

TYPE:

Resolution

SUBMITTED BY:

Jovana Dacic

DEPARTMENT:

Public Works

DATE:

February 23, 2021

DESCRIPTION:

Resolution Authorizing the Execution of a Four (4) Year Contract with St. Aubin Nursery & Landscaping, Inc. for the 2021-2024 Tree Purchase and Delivery Contract in the Not-to-Exceed Amount of \$142,230

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

In an effort to grow and diversify Village's rich urban forestry, Public Works plants 120 trees every year:

- 60 in the Spring
- 60 in the Fall

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

In addition to parkway planting, the Village will also plant 100 trees on the medians on Route 83. (Previous ones have suffered damage from motorist public and weather elements) for a total of 220 trees.

In 2021, the staff took a different approach to this contract. Instead of going for a yearly bid, we issued a **four-year** long bid. Staff believes this is an efficient and business friendly approach that will attract more nurseries. Because the trees are living things that require time and cultivation. Four year space opens up the room for nurseries to breathe, plant and grow.

KEY ISSUES:

Public Works Department advertised the bid in January. Three (3) bids were received (opposed to one we have received over the years.) Results of the bid, (AS READ) are below:

Vendor & Contract Year	2021	Route 83	2022	2023	2024	4 Year Contract:
Chestnut Ridge Nursery	\$ 22,788.00	\$ 21,705.00	\$ 23,150.00	\$ 24,246.00	\$ 24,804.00	\$ 116,693.00
St. Aubin Nursery	\$ 26,490.00	\$ 32,440.00	\$ 27,200.00	\$ 27,410.00	\$ 28,690.00	\$ 168,720.00 / \$142,230.00 (corrected)
Veterans Landscape LLC	\$ 66,440.00	\$ 70,500.00	\$ 66,000.00	\$ 67,860.00	\$ 66,000.00	\$ 336,800.00

Upon further review and bid tabulation, the staff found a math error in St. Aubin's total amount. **Correct total for the Four-Year contract is \$142,230.00** (\$26,490 difference.)

While Chestnut Ridge Nursery is the lowest as-read bid, the staff is recommending the Contract be awarded to second lowest, St. Aubin Nursery. Chestnut Ridge Nursery is a company out of New York State and they do **NOT** meet the criteria of 100 mile radius from the Village of Bensenville required by the bid. Chestnut Ridge also did not have multiple species, sizes, and our quantities of trees available that were specified in the bid.

Because the trees are a living matter, staff takes into the account travel time, soil where they come from (different regions of United States have different types) and the ability for the team to go out personally to nurseries, inspect and tag the trees.

Staff is confident to award the contract to St. Aubin. They provide good, healthy products, good service and have a long standing, successful relationship with the Village. St. Aubin also provides a 1-year warranty on the trees even though the Village plants them.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

Staff recommends approving the Resolution Authorizing the Execution of a Four (4) Year Contract with St. Aubin Nursery & Landscaping, Inc. for the 2021-2024 Tree Purchase and Delivery in the Not-to-Exceed Amount of \$142,230.

BUDGET IMPACT:

This is a Four (4) year Contract. For 2021, the funds are allocated in Forestry Account 11050430-549990, (\$30,000 for Parkway Planting and \$35,000 for Route 83 Median Planting) The subsequent year totals are as follow:

2022 - \$27,200
2023 - \$27,410
2024 - \$28,690

ACTION REQUIRED:

Approval of the Resolution Authorizing the Execution of a Four (4) Year Contract with St. Aubin Nursery & Landscaping, Inc. for the 2021-2024 Tree Purchase and Delivery in the Not-to-Exceed Amount of \$142,230.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
RES - 2021-2024 Tree Purchase & Delivery	2/18/2021	Resolution Letter
BID TAB - 2021-2024 Tree Planting	2/18/2021	Backup Material
St. Aubin - Bid	2/18/2021	Backup Material
Chestnut Ridge Nursery (New York) - Bid	2/18/2021	Backup Material

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH ST. AUBIN
NURSERY & LANDSCAPING, INC. FOR THE 2021-2024 TREE PURCHASE &
DELIVERY CONTRACT IN THE NOT-TO-EXCEED AMOUNT OF \$142,230**

WHEREAS the Village plans to plant sixty (60) trees in the spring and sixty (60) in the fall in year 2021; and

WHEREAS, the Village also intends to replaced damaged trees along median on Route 83 by planting 100 new trees, and

WHEREAS the Village took a different approach in the Tree Purchase bidding process and issued a FOUR year contract bid in January, and

WHEREAS Three (3) bids were received from Chestnut Ridge Nursery, St. Aubin Nursery and Veterans Landscape LLC, and

WHEREAS the Village reviewed and tabulated the bids, and

WHEREAS the bit results can are summarized as follows:

Contractor / Nursery	Total Bid (2021-2024)
Chestnut Ridge Nursery	\$116,693.00
St. Aubin Nursery	\$142,230.00
Veterans Landscapes, LLC	\$336,800.00

WHEREAS, while the Chestnut Ridge Nursery was the lowest bid at \$116,693, they are not considered the most responsive bid due to not having multiple species, sizes, and quantities of trees specified, and their nursery is not within the 100 mile radius creteria set forth in the specifications., and

WHEREAS staff is recommending that the Contract be awarded to second lowest, St. Aubin at \$142,230, and

WHEREAS, St. Aubin has successfully performed the planting contract with the Village for the last five year and their pricing is consistent with previous years.

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 for the Execution of a Four (4) Year Contract with St. Aubin Nursery &

Landscaping, Inc. for the 2021-2024 Tree Purchase and Delivery Contract in the Not-to-Exceed Amount of \$142,230

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 23, 2021.

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Genus / Species Name	Common Name	Size	Delivery Date	Chestnut Ridge			St. Aubin			Qty.	Price per Tree	Total Cost
				Qty.	Price per Tree	Total Cost	Qty.	Price per Tree	Total Cost			
Acer miyabei	State Street Maple	2" - 2.5"	Spring	8	\$ 175.00	\$ 1,400.00	8	\$ 235.00	\$ 1,880.00	8	\$ 550.00	\$ 4,400.00
Acer triflorum	Three Flower Maple	2" - 2.5"	Spring	6	\$ 200.00	\$ 1,200.00	6	\$ 245.00	\$ 1,470.00	6	\$ 550.00	\$ 3,300.00
Amelanchier grandiflora	Serviceberry	2" - 2.5"	Spring	6	\$ 208.00	\$ 1,248.00	6	\$ 210.00	\$ 1,260.00	6	\$ 550.00	\$ 3,300.00
Celtis occidentalis	Hackberry	2" - 2.5"	Spring	8	\$ 199.00	\$ 1,592.00	8	\$ 210.00	\$ 1,680.00	8	\$ 550.00	\$ 4,400.00
Quercus bicolor	Swamp White Oak	2" - 2.5"	Spring	8	\$ 199.00	\$ 1,592.00	8	\$ 230.00	\$ 1,840.00	8	\$ 550.00	\$ 4,400.00
Quercus imbricaria	Shingle Oak	2" - 2.5"	Spring	8	\$ 199.00	\$ 1,592.00	8	\$ 210.00	\$ 1,680.00	8	\$ 550.00	\$ 4,400.00
Quercus rubra	Red Oak	2" - 2.5"	Spring	8	\$ 199.00	\$ 1,592.00	8	\$ 225.00	\$ 1,800.00	8	\$ 550.00	\$ 4,400.00
Ulmus hybrid	New Horizon	2" - 2.5"	Spring	8	\$ 160.00	\$ 1,280.00	8	\$ 210.00	\$ 1,680.00	8	\$ 550.00	\$ 4,400.00
Total Spring 2021 Trees				60		\$ 11,496.00	60		\$ 13,290.00	60		\$ 33,000.00
Acer ginnala	Amur Maple	2" - 2.5"	Fall	6	\$ 187.00	\$ 1,122.00	6	\$ 225.00	\$ 1,350.00	6	\$ 550.00	\$ 3,300.00
Acer saccharum	Sugar Maple	2" - 2.5"	Fall	8	\$ 199.00	\$ 1,592.00	8	\$ 230.00	\$ 1,840.00	8	\$ 550.00	\$ 4,400.00
Ginkgo biloba	Ginkgo (male)	2" - 2.5"	Fall	8	\$ 215.00	\$ 1,720.00	8	\$ 240.00	\$ 1,920.00	8	\$ 550.00	\$ 4,400.00
Gymnocladus dioicus	Kentucky Coffeetree	2" - 2.5"	Fall	8	\$ 199.00	\$ 1,592.00	8	\$ 235.00	\$ 1,880.00	8	\$ 550.00	\$ 4,400.00
Malus sp.	Sargent Crabapple	2" - 2.5"	Fall	6	\$ 163.00	\$ 978.00	6	\$ 195.00	\$ 1,170.00	6	\$ 550.00	\$ 3,300.00
Syringa reticulata	Ivory Silk Japanese Lilac	2" - 2.5"	Fall	8	\$ 189.00	\$ 1,512.00	8	\$ 230.00	\$ 1,840.00	8	\$ 605.00	\$ 4,840.00
Tilia cordata	Littleleaf Linden	2" - 2.5"	Fall	8	\$ 187.00	\$ 1,496.00	8	\$ 200.00	\$ 1,600.00	8	\$ 550.00	\$ 4,400.00
Ulmus hybrid	Triumph	2" - 2.5"	Fall	8	\$ 160.00	\$ 1,280.00	8	\$ 200.00	\$ 1,600.00	8	\$ 550.00	\$ 4,400.00
Total Fall 2021 Trees				60		\$ 11,292.00	60		\$ 13,200.00	60		\$ 33,440.00
Syringa reticulata	Ivory Silk Lilac	3"	Spring	15	\$ 299.00	\$ 4,485.00	15	\$ 335.00	\$ 5,025.00	15	\$ 705.00	\$ 10,575.00
Syringa pekinensis	Peking Lilac	3"	Spring	5	\$ 179.00	\$ 895.00	10	\$ 335.00	\$ 3,350.00	10	\$ 705.00	\$ 7,050.00
Acer freemanii	Autumn Blaze Maple	3"	Spring	28	\$ 249.00	\$ 6,972.00	28	\$ 315.00	\$ 8,820.00	28	\$ 705.00	\$ 19,740.00
Ulmus 'Morton Glossy'	Triumph Elm	3"	Spring	25	\$ 199.00	\$ 4,975.00	25	\$ 315.00	\$ 7,875.00	25	\$ 705.00	\$ 17,625.00
Celtis occidentalis 'Chicagoland'	Chicagoland Hackberry	3"	Spring	22	\$ 199.00	\$ 4,378.00	22	\$ 335.00	\$ 7,370.00	22	\$ 705.00	\$ 15,510.00
Total IL83 Trees				95		\$ 21,705.00	100		\$ 32,440.00	100		\$ 70,500.00
Total 2021 Trees				215		\$ 44,493.00	220		\$ 58,930.00	220		\$ 136,940.00
Acer rubrum	Red Maple	2" - 2.5"	Spring	8	\$ 206.00	\$ 1,648.00	8	\$ 230.00	\$ 1,840.00	8	\$ 550.00	\$ 4,400.00
Aesculus flava	Yellow Buckeye	2" - 2.5"	Spring	8	\$ 137.00	\$ 1,096.00	8	\$ 220.00	\$ 1,760.00	8	\$ 550.00	\$ 4,400.00
Carpinus caroliniana	American Hornbeam	2" - 2.5"	Spring	8	\$ 207.00	\$ 1,656.00	8	\$ 220.00	\$ 1,760.00	8	\$ 550.00	\$ 4,400.00
Catalpa speciosa	Northern Catalpa	2" - 2.5"	Spring	8	\$ 192.00	\$ 1,536.00	8	\$ 220.00	\$ 1,760.00	8	\$ 550.00	\$ 4,400.00
Crataegus crusgalli	Cockspur Hawthorne	2" - 2.5"	Spring	6	\$ 207.00	\$ 1,242.00	6	\$ 225.00	\$ 1,350.00	6	\$ 550.00	\$ 3,300.00
Malus sp.	Coralburst Crabapple	2" - 2.5"	Spring	6	\$ 170.00	\$ 1,020.00	6	\$ 215.00	\$ 1,290.00	6	\$ 550.00	\$ 3,300.00
Quercus alba	White Oak	2" - 2.5"	Spring	8	\$ 207.00	\$ 1,656.00	8	\$ 235.00	\$ 1,880.00	8	\$ 550.00	\$ 4,400.00
Quercus macrocarpa	Bur Oak	2" - 2.5"	Spring	8	\$ 207.00	\$ 1,656.00	8	\$ 225.00	\$ 1,800.00	8	\$ 550.00	\$ 4,400.00
Total Spring 2022 Trees				60		\$ 11,510.00	60		\$ 13,440.00	60		\$ 33,000.00
Acer freemanii	Freemany Maple	2" - 2.5"	Fall	8	\$ 186.00	\$ 1,488.00	8	\$ 205.00	\$ 1,640.00	8	\$ 550.00	\$ 4,400.00
Fagus grandifolia	American Beech	2" - 2.5"	Fall	8	\$ 233.00	\$ 1,864.00	8	\$ 240.00	\$ 1,920.00	8	\$ 550.00	\$ 4,400.00
Ginkgo biloba	Ginkgo (Male)	2" - 2.5"	Fall	8	\$ 228.00	\$ 1,824.00	8	\$ 240.00	\$ 1,920.00	8	\$ 550.00	\$ 4,400.00
Magnolia stellata	Star Magnolia	2" - 2.5"	Fall	6	\$ 181.00	\$ 1,086.00	6	\$ 225.00	\$ 1,350.00	6	\$ 550.00	\$ 3,300.00
Metasequoia glyptostroboides	Dawn Redwood	2" - 2.5"	Fall	8	\$ 198.00	\$ 1,584.00	8	\$ 240.00	\$ 1,920.00	8	\$ 550.00	\$ 4,400.00
Platanus acerifolia	London Planetree	2" - 2.5"	Fall	8	\$ 167.00	\$ 1,336.00	8	\$ 220.00	\$ 1,760.00	8	\$ 550.00	\$ 4,400.00
Pyrus calleryana	Chanticleer Pear	2" - 2.5"	Fall	8	\$ 167.00	\$ 1,336.00	8	\$ 230.00	\$ 1,840.00	8	\$ 550.00	\$ 4,400.00
Syringa pekinensis	Peking Lilac	2" - 2.5"	Fall	6	\$ 187.00	\$ 1,122.00	6	\$ 235.00	\$ 1,410.00	6	\$ 550.00	\$ 3,300.00
Total Fall 2022 Trees				60		\$ 11,840.00	60		\$ 13,760.00	60		\$ 33,000.00
Total 2022 Trees				120		\$ 23,150.00	120		\$ 27,200.00	120		\$ 66,000.00
Acer triflorum	Three Flower Maple	2" - 2.5"	Spring	6	\$ 215.00	\$ 1,290.00	6	\$ 255.00	\$ 1,530.00	6	\$ 705.00	\$ 4,230.00
Amelanchier grandiflora	Serviceberry	2" - 2.5"	Spring	6	\$ 220.00	\$ 1,320.00	6	\$ 235.00	\$ 1,410.00	6	\$ 705.00	\$ 4,230.00
Cercidiphyllum japonicum	Katsura Tree	2" - 2.5"	Spring	8	\$ 215.00	\$ 1,720.00	8	\$ 240.00	\$ 1,920.00	8	\$ 550.00	\$ 4,400.00
Quercus coccinea	Scarlet Oak	2" - 2.5"	Spring	8	\$ 215.00	\$ 1,720.00	8	\$ 230.00	\$ 1,840.00	8	\$ 550.00	\$ 4,400.00
Quercus rubra	Red Oak	2" - 2.5"	Spring	8	\$ 215.00	\$ 1,720.00	8	\$ 230.00	\$ 1,840.00	8	\$ 550.00	\$ 4,400.00
Robinia pseudoacacia	Black Locust	2" - 2.5"	Spring	8	\$ 184.00	\$ 1,472.00	8	\$ 225.00	\$ 1,800.00	8	\$ 550.00	\$ 4,400.00
Tilia cordata	Littleleaf Linden	2" - 2.5"	Spring	8	\$ 198.00	\$ 1,584.00	8	\$ 210.00	\$ 1,680.00	8	\$ 550.00	\$ 4,400.00
Ulmus hybrid	New Horizon	2" - 2.5"	Spring	8	\$ 169.00	\$ 1,352.00	8	\$ 220.00	\$ 1,760.00	8	\$ 550.00	\$ 4,400.00
Total Spring 2023 Trees				60		\$ 12,178.00	60		\$ 13,780.00	60		\$ 34,860.00
Acer ginnala	Amur Maple	2" - 2.5"	Fall	6	\$ 205.00	\$ 1,230.00	6	\$ 225.00	\$ 1,350.00	6	\$ 550.00	\$ 3,300.00
Acer saccharum	Sugar Maple	2" - 2.5"	Fall	8	\$ 217.00	\$ 1,736.00	8	\$ 230.00	\$ 1,840.00	8	\$ 550.00	\$ 4,400.00
Eucommia ulmoides	Hardy Rubber Tree	2" - 2.5"	Fall	8	\$ 185.00	\$ 1,480.00	8	\$ 220.00	\$ 1,760.00	8	\$ 550.00	\$ 4,400.00
Styphnolobium japonicum	Japanese Pagoda Tree	2" - 2.5"	Fall	8	\$ 225.00	\$ 1,800.00	8	\$ 230.00	\$ 1,840.00	8	\$ 550.00	\$ 4,400.00
Gymnocladus dioicus	Kentucky Coffee Tree	2" - 2.5"	Fall	8	\$ 217.00	\$ 1,736.00	8	\$ 230.00	\$ 1,840.00	8	\$ 550.00	\$ 4,400.00
Malus sp.	Golden Raindrops	2" - 2.5"	Fall	6	\$ 177.00	\$ 1,062.00	6	\$ 220.00	\$ 1,320.00	6	\$ 550.00	\$ 3,300.00
Platanus occidentalis	American Sycamore	2" - 2.5"	Fall	8	\$ 174.00	\$ 1,392.00	8	\$ 230.00	\$ 1,840.00	8	\$ 550.00	\$ 4,400.00
Tilia tomentosa	Silver Linden	2" - 2.5"	Fall	8	\$ 204.00	\$ 1,632.00	8	\$ 230.00	\$ 1,840.00	8	\$ 550.00	\$ 4,400.00
Total Fall 2023 Trees				60		\$ 12,068.00	60		\$ 13,630.00	60		\$ 33,000.00
Total 2023 Trees				120		\$ 24,246.00	120		\$ 27,410.00	120		\$ 67,860.00
Acer miyabei	State Street Maple	2" - 2.5"	Spring	8	\$ 195.00	\$ 1,560.00	8	\$ 240.00	\$ 1,920.00	8	\$ 550.00	\$ 4,400.00
Magnolia acuminata	Cucumber Magnolia	2" - 2.5"	Spring	6	\$ 229.00	\$ 1,374.00	6	\$ 240.00	\$ 1,440.00	6	\$ 550.00	\$ 3,300.00
Malus sp.	Royal Raindrops Crab	2" - 2.5"	Spring	6	\$ 179.00	\$ 1,074.00	6	\$ 235.00	\$ 1,410.00	6	\$ 550.00	\$ 3,300.00
Metasequoia glyptostroboides	Dawn Redwood	2" - 2.5"	Spring	8	\$ 201.00	\$ 1,608.00	8	\$ 245.00	\$ 1,960.00	8	\$ 550.00	\$ 4,400.00
Quercus alba	White Oak	2" - 2.5"	Spring	8	\$ 219.00	\$ 1,752.00	8	\$ 245.00	\$ 1,960.00	8	\$ 550.00	\$ 4,400.00
Quercus muehlenbergii	Chinkapin Oak	2" - 2.5"	Spring	8	\$ 219.00	\$ 1,752.00	8	\$ 235.00	\$ 1,880.00	8	\$ 550.00	\$ 4,400.00
Quercus rubra	Red Oak	2" - 2.5"	Spring	8	\$ 219.00	\$ 1,752.00	8	\$ 235.00	\$ 1,880.00	8	\$ 550.00	\$ 4,400.00
Ulmus hybrid	Accolade Elm	2" - 2.5"	Spring	8	\$ 179.00	\$ 1,432.00	8	\$ 230.00	\$ 1,840.00	8	\$ 550.00	\$ 4,400.00
Total Spring 2024 Trees				60		\$ 12,304.00	60		\$ 14,290.00	60		\$ 33,000.00
Acer rubrum	Red Maple	2" - 2.5"	Fall	8	\$ 209.00	\$ 1,672.00	8	\$ 240.00	\$ 1,920.00	8	\$ 550.00	\$ 4,400.00
Amelanchier grandiflora	Autumn Brilliance Serv	2" - 2.5"	Fall	6	\$ 229.00	\$ 1,374.00	6	\$ 240.00	\$ 1,440.00	6	\$ 550.00	\$ 3,300.00
Cladrastis kentukea	American Yellowwood	2" - 2.5"	Fall	8	\$ 209.00	\$ 1,672.00	8	\$ 240.00	\$ 1,920.00	8	\$ 550.00	\$ 4,400.00
Cornus mas	Cornelian Cherry Dogw	2" - 2.5"	Fall	6	\$ 193.00	\$ 1,158.00	6	\$ 240.00	\$ 1,440.00	6	\$ 550.00	\$ 3,300.00
Ginkgo biloba	Ginkgo (Male)	2" - 2.5"	Fall	8	\$ 233.00	\$ 1,864.00	8	\$ 240.00	\$ 1,920.00	8	\$ 550.00	\$ 4,400.00
Liquidambar styraciflua	Sweetgum	2" - 2.5"	Fall	8	\$ 205.00	\$ 1,640.00	8	\$ 240.00	\$ 1,920.00	8	\$ 550.00	\$ 4,400.00
Pyrus calleryana	Aristocrat Pear	2" - 2.5"	Fall	8	\$ 179.00	\$ 1,432.00	8	\$ 240.00	\$ 1,920.00	8	\$ 550.00	\$ 4,400.00
Tilia cordata	Littleleaf Linden	2" - 2.5"	Fall	8	\$ 211.00	\$ 1,688.00	8	\$ 240.00	\$ 1,920.00	8	\$ 550.00	\$ 4,400.00
Total Fall 2024 Trees				60		\$ 12,500.00	60		\$ 14,400.00	60		\$ 33,000.00
Total 2024 Trees				120		\$ 24,804.00	120		\$ 28,690.00	120		\$ 66,000.00
Total 2021-2024 Contract				575		\$ 116,693.00	580		\$ 142,230.00	580		\$ 336,800.00

Blue Cell designates species or size change from Specification

Yellow Cell designates quantity change

Grey Cell designates calculation error from submitted bid



BENSENVILLE
GATEWAY TO OPPORTUNITY

2021-2024 Tree Purchase & Delivery
Four (4) Year Contract

Invitation for Bids (IFB)

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

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INVITATION TO BID:

2021-2024 Tree Purchase & Delivery

January 18, 2021

Notice is hereby given that the Village of Bensenville is seeking bids from qualified, licensed nurseries for establishing a contractual agreement for the **2021-2024 Tree Purchase and Delivery**. The bids shall be sent to:

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

The Village of Bensenville will accept Sealed Bids until **09:30am local time on Thursday, February 11, 2021**. The Bid must be in a sealed opaque envelope plainly marked **2021-2024 Tree Purchase and Delivery Bid**. The forms can be found at www.bensenville.il.us under "Business." The packet can also be picked up at the Public Works Department, 717 E Jefferson Street, Bensenville, IL 60106. Detailed information may be obtained by contacting Jovana Dacic at 630-594-1012 or via email at jdacic@bensenville.il.us.

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

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

Nancy Quinn
Village Clerk

TERMS AND CONDITIONS

1. CONDITIONS

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

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

2. BID SECURITY

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

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

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

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

3. ADJUSTMENTS TO THE CONTRACT

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

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

4. TIME OF COMPLETION, PENALTY, AND LIQUIDATED DAMAGES

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

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

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

SCOPE OF WORK

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

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

1. APPLICABLE SPECIFICATIONS AND STANDARDS:

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

2. QUALITY OF TREE MATERIALS

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

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

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

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

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

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

5. **QUANTITY** – The Village requests a base bid for 580 trees in total. Yearly (2021-2024) breakdown is below:

Year	Season	Quantity	Year	Season	Quantity
2021	Spring	60	2023	Spring	60
2021	Autumn	60	2023	Autumn	60
2021	Route 83	100	Total for 2023		120
Total for 2021		220	2024	Spring	60
2022	Spring	60	2024	Autumn	60
2022	Autumn	60	Total for 2024		120
Total for 2022		120			
TOTAL 2021-24					580

Additional trees will be specified in separate alternate bids. The Village reserves the right to increase or decrease the number of any species of trees depending upon need.

6. INSPECTION OF TREE MATERIAL

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

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

7. DIGGING OF TREES - Trees shall not be dug until the contractor is ready to transport them from their original locations to the site of work or approved storage. Trees shall be dug and properly loaded for delivery in the current calendar year (2021-2024). They shall be dug with care, avoiding injury to the trees or loss or damage of the roots, including all of the fibrous roots. Immediately after digging, roots shall be protected against drying and freezing. Proper irrigation of newly dug trees should be provided by the nursery to maintain to quality.

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

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

10. VILLAGE PERFORMED TREE PLANTING PROCEDUREE

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


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

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

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

- 10.5** The minimum diameter and depth of the hole depends upon root ball size in accordance with recognized horticultural practices.
- 10.6** Trees will be planted on Village parkways and public property at various locations.
- 11. DELIVERY TIMEFRAME** – Delivery date for Spring trees shall be **April 1** through **May 15**; delivery dates for Fall trees shall be **September 1** through **October 15**.
- 12. TREE WARRANTY** - Trees shall be guaranteed for one year beginning from the date of delivery. The Village shall inspect all trees before the end of the warranty period and request replacement of any dead trees. A tree deemed unacceptable by the Public Works Director or designee shall be replaced by the contractor at no cost to the Village of Bensenville. Contractor is responsible to deliver replacement tree within 30 days or Village agreed upon date. Trees replaced as a result of meeting warranty requirements shall be warranted for one full year from date replacement is completed.

BIDDER INFORMATION SHEET

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

Please Return to:

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

The bid must be in a **sealed opaque** envelope plainly marked: **"2021-2024 TREE PURCHASE & DELIVERY BID"**

The bids must be received by **9:30 AM, Thursday, February 11th** and thereafter immediately publically opened and read in the Village Hall Board Room (12 S Center Street, Bensenville, IL 60106.)

It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. Bids submitted unsealed, unsigned, via

fax or e-mail transmission, or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

BIDDER REFERENCES FORM

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

Reference #1:

Client/Municipality Name:	Village of Bloomingdale
Address:	305 Glen Ellyn Road Bloomingdale, IL 60108
Contact Person:	Jim Johnson
Telephone	630-671-5800
Fax	630-529-9244
Email Address:	johnsonj@vil6bloomingdale.il.us

Reference #2:

Client/Municipality Name:	Village of Hoffman Estates
Address:	1908 Hassel Road Hoffman Estates, IL 60169
Contact Person:	Nick Lackowski
Telephone	847-815-7613
Fax	847-781-2624
Email Address:	nicolas.lackowski@hoffmanestates.org

Reference #3

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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

- 1) Prevailing Wages- The bidder shall pay not less than the prevailing rate of wages as found by the Department of Labor or determined by the court to all laborers, workers and mechanics performing work under this contract. Bidder must adhere at all times to Federal Wage Determination #1189-11, Rev.Stat.Section 39 S-2 (Modification #3). It is the Contractors responsibility to determine the applicability of Prevailing Wage rates on this project.
- 2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
 - a) Services performed do not comply with specifications of contract with the vendor;
 - b) Work is not done within the contract's specified in the contract;
 - c) An offer is not kept firm for the length of time specified in the contract;
 - d) Contractor fails to provide performance bond when required by invitation to bid;
 - e) Contractor is found guilty of collusion;
 - f) Bankruptcy or other evidence of insolvency is found;
 - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.

3) Compliance to Law -

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

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

CONDITIONS FOR BIDDING

- 1) Bid Definitions -
 - a) Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work / specifications, the bid price form and the proposed contract documents including addenda issued prior to receipt of bids.
 - b) Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.
- 2) Bid Price Form - Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "2021-2024 Tree Purchase and Delivery Bid".
- 3) Late Bids - Formal bids received after specified bid opening time will not be considered and will be returned unopened.
- 4) Withdrawal of Bids - A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.
- 5) Examination of Bidding Documents - Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to bid due date, notify the Village Clerk who will, if necessary, send written addenda to all bidders. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.
- 6) Mistake in Bid and Bid Changes - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.
- 7) Bid Binding - Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.
- 8) Changes in Contract Documents - Changes or corrections may be made by the Village in contract documents after they have been issued by the Village to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. Except in unusual cases, addenda will be issued to each of the bidders at least four (4) days prior to date established for receipt of bids.
- 9) Response to Invitations - Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.
- 10) Bid Attachments - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 11) Bidder's Competence - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractor's Qualification statement, AIA Document A305. The Village reserves

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

- 12) Bid Opening - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.
- 13) Bid Award - The bidder acknowledges the right of the Village to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items to a single bidder (to accept, split, and or reject part(s) of any of all bids). In addition, the bidder recognizes the right of the Village to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

AWARD OR REJECTION OF BIDS

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

CONTRACT PROVISION

- 1) Material, Equipment, and Workmanship: - Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. CONTRACTOR shall, if required to furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the GOODS.
- 2) Equipment and Shop Drawings - When the contract requires detailed shop drawings and layouts, bidder shall submit them to the Director of Public Works, or his/her designee, for his/her approval. Drawings shall show the characteristics of equipment and operation details.
- 3) Village Supervision - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".
- 4) Village Insurance Requirement - Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors.

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

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

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

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

- (1) Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- (2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

C) Deductibles and Self-Insured Retentions

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

D) Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

- (a) The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (b) The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause, language stating that Contractor's insurance shall apply separately to each insured against who claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers' Liability Coverage

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

(3) All Coverages

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

E) Acceptability of Insurers

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

F) Verification of Coverage

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

G) Subcontractors

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

H) Assumption of Liability

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

I) Indemnity/Hold Harmless Provision

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

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

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

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

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

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

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

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

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

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

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

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

12) **Payment** -

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

b) For construction, partial payouts will be made each month as the work progresses, provided the work has been properly completed and accepted by the Village. Payment by check to a contractor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2nd and 4th Tuesdays of the month.

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

14) Guarantees and Warranties -

- a) All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, immediately, at no extra charge to the Village. Said time shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, immediately, at no extra charge to the Village.
- b) All warranties for materials or equipment must be received with title before payment for same is recommended.

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

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

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

CONTRACT

1. THIS AGREEMENT, made and concluded this ____ day of _____, 2021 between the Village of Bensenville acting by and through its Village President and Village Board, known as the party of the first part and _____ his/their executors, administrators, successors or assigns, known as the party of the second part.
2. WITNESSETH: that for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the engineer under it.
3. And it is also understood and agreed that the notice to bidders, instructions to bidders, specifications, special provisions, proposal and contract bond hereto attached are all essential documents of this contract and are a part hereof.
4. And it is also understood and agreed that employers shall not discriminate against employees or applicants for employment on basis of race, color, religion, sex or national origin.

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

Village of Bensenville

By: _____
Village President

ATTEST:

Municipal Clerk

(If Corporation)

(Corporate Seal)

ATTEST:

Jessica Sullivan
Corporate Secretary

Corporate
Name Eugene A. de St Aubin & Bro., Inc.

Address 35445 Irene Rd.

Kirkland, IL 60146

By [Signature] (Seal)
President

(If an Individual)

Business
Name _____

Address _____

By _____ (Seal)
Bidder

(If a Co-partnership)

Firm
Name _____

Address _____

By _____ (Seal)

VILLAGE OF BENSENVILLE BID COMPLIANCE CERTIFICATION

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

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

2021-2024 Tree Purchase and Delivery Bid to the Village of Bensenville, hereby certifies that Contractor (check all that apply):

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

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

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

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

☐ is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that

(Name of employee/driver or "all employee drivers")

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

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

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

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

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

By: C. Todd Sullivan
(Officer or Owner of Company stated above)

Title: President

SUBSCRIBED AND SWORN to before me

this 27 day of January, 2021.

Lori A. Kruger
Notary Public

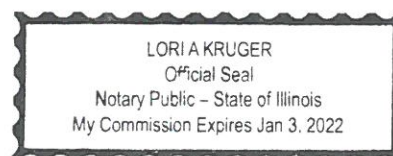


EXHIBIT A – BID SHEETS (4) PAGES

2021-2024 Tree Purchase Delivery
Exhibit A - Bid Sheets (4 pages)

Genus / Species Name	Common Name	Size	Delivery Date	Qty.	Price per Tree	Total Cost
Acer miyabei	State Street Maple	2"-2.5"	Spring	8	\$ 235-	\$ 1880-
Acer triflorum	Three Flower Maple	2"-2.5"	Spring	6	\$ 245-	\$ 1470-
Amelanchier grandiflora	Serviceberry	2"-2.5"	Spring	6	\$ 210-	\$ 1260-
Celtis occidentalis	Hackberry	2"-2.5"	Spring	8	\$ 210-	\$ 1680-
Quercus bicolor	Swamp White Oak	2"-2.5"	Spring	8	\$ 230-	\$ 1840-
Quercus imbricaria	Shingle Oak	2"-2.5"	Spring	8	\$ 210-	\$ 1680-
Quercus rubra	Red Oak	2"-2.5"	Spring	8	\$ 225-	\$ 1800-
Ulmus hybrid	New Horizon	2"-2.5"	Spring	8	\$ 210-	\$ 1680-
Total Spring 2021 Trees				60		\$ 13,290-
Acer glinnala	Amur Maple	2"-2.5"	Fall	6	\$ 225-	\$ 1350-
Acer saccharum	Sugar Maple	2"-2.5"	Fall	8	\$ 230-	\$ 1840-
Ginkgo biloba	Ginkgo (male)	2"-2.5"	Fall	8	\$ 240-	\$ 1920-
Gymnocladus dioicus	Kentucky Coffeetree	2"-2.5"	Fall	8	\$ 235-	\$ 1880-
Malus sp.	Sargent Crabapple	2"-2.5"	Fall	6	\$ 195-	\$ 1170-
Syringa reticulata	Ivory Silk Japanese Liac Tree	2"-2.5"	Fall	8	\$ 230-	\$ 1840-
Tilia cordata	Littleleaf Linden	2"-2.5"	Fall	8	\$ 200-	\$ 1600-
Ulmus hybrid	Triumph	2"-2.5"	Fall	8	\$ 200-	\$ 1600-
Total Fall 2021 Trees				60		\$ 13,200-
TOTAL 2021 PARKWAY TREES				120	\$ 26,490-	
Syringa reticulata	Ivory Silk Liac	3"	Spring	15	\$ 335-	\$ 5025-
Syringa pekinensis	Peking Liac	3"	Spring	10	\$ 335-	\$ 3350-
Acer freemanii	Autumn Blaze Maple	3"	Spring	28	\$ 315-	\$ 8820-
Ulmus 'Morton Glossy'	Triumph Elm	3"	Spring	25	\$ 315-	\$ 7875-
Celtis occidentalis 'Chicagoland'	Chicagoland Hackberry	3"	Spring	22	\$ 335-	\$ 7370-
TOTAL 2021 ROUTE 83 TREES				100	\$ 32,440-	
TOTAL 2021 TREES (both Parkway & Route 83)				220	\$ 58,930-	

AVAILABILITY SUBJECT TO PRIOR ORDERS

2021-2024 Tree Purchase Delivery
Exhibit A - Bid Sheets (4 pages)

Genus / Species Name	Common Name	Size	Delivery Date	Qty.	Price per Tree	Total Cost
Acer rubrum	Red Maple	2"-2.5"	Spring	8	\$ 230-	\$ 1840-
Aesculus flava	Yellow Buckeye	2"-2.5"	Spring	8	\$ 230-	\$ 1760-
Carpinus caroliniana	American Hornbeam	2"-2.5"	Spring	8	\$ 230-	\$ 1760-
Catalpa speciosa	Northern Catalpa	2"-2.5"	Spring	8	\$ 230-	\$ 1760-
Crataegus crusgalli	Cockspur Hawthorne	2"-2.5"	Spring	6	\$ 225-	\$ 1350-
Malus sp.	Coralburst Crabapple	2"-2.5"	Spring	6	\$ 215-	\$ 1290-
Quercus alba	White Oak	2"-2.5"	Spring	8	\$ 235-	\$ 1880-
Quercus macrocarpa	Bur Oak	2"-2.5"	Spring	8	\$ 225	\$ 1800-
Total Spring 2022 Trees				60		\$ 13,440
Acer freemanii	Freemani Maple	2"-2.5"	Fall	8	\$ 205-	\$ 1640-
Fagus grandifolia	American Beech	2"-2.5"	Fall	8	\$ 240-	\$ 1920-
Ginkgo biloba	Ginkgo (Male)	2"-2.5"	Fall	8	\$ 240-	\$ 1920-
Magnolia stellata	Star Magnolia	2"-2.5"	Fall	6	\$ 225-	\$ 1350-
Metasequoia glyptostroboides	Dawn Redwood	2"-2.5"	Fall	8	\$ 240-	\$ 1920-
Platanus acerifolia	London Planetree	2"-2.5"	Fall	8	\$ 220-	\$ 1760-
Pyrus calleryana	Chanticleer Pear	2"-2.5"	Fall	8	\$ 230-	\$ 1840-
Syringa pekinensis	Peking Lilac	2"-2.5"	Fall	6	\$ 235-	\$ 1410-
Total Fall 2022 Trees				60		\$ 13,760-
Total 2022 Trees				120		\$ 27,200-
Genus / Species Name	Common Name	Size	Delivery Date	Qty.	Price per Tree	Total Cost
Acer triflorum	Three Flower Maple	2"-2.5"	Spring	6	\$ 255-	\$ 1530-
Amelanchier grandiflora	Serviceberry	2"-2.5"	Spring	6	\$ 235-	\$ 1410-
Cercidiphyllum japonicum	Katsura Tree	2"-2.5"	Spring	8	\$ 240-	\$ 1920-
Quercus coccinea	Scarlet Oak	2"-2.5"	Spring	8	\$ 230-	\$ 1840-
Quercus rubra	Red Oak	2"-2.5"	Spring	8	\$ 230-	\$ 1840-
Robinia pseudoacacia	Black Locust	2"-2.5"	Spring	8	\$ 225-	\$ 1800-
Tilia cordata	Littleleaf Linden	2"-2.5"	Spring	8	\$ 210-	\$ 1680-
Ulmus hybrid	New Horizon	2"-2.5"	Spring	8	\$ 220-	\$ 1760-
Total Spring 2023 Trees				60		\$ 13,780-
Acer ginnala	Amur Maple	2"-2.5"	Fall	6	\$ 225	\$ 1350-

2021-2024 Tree Purchase Delivery
Exhibit A - Bid Sheets (4 pages)

Acer saccharum	Sugar Maple	2" - 2.5"	Fall	8	\$	230-	\$	1840-
Eucommia ulmoides	Hardy Rubber Tree	2" - 2.5"	Fall	8	\$	220-	\$	1760-
Styphnolobium japonicum	Japanese Pagoda Tree	2" - 2.5"	Fall	8	\$	230-	\$	1840-
Gymnocladus dioicus	Kentucky Coffee Tree	2" - 2.5"	Fall	8	\$	230-	\$	1840-
Malus sp.	Golden Raindrops	2" - 2.5"	Fall	6	\$	220-	\$	1320-
Platanus occidentalis	American Sycamore	2" - 2.5"	Fall	8	\$	230-	\$	1840-
Tilia tomentosa	Silver Linden	2" - 2.5"	Fall	8	\$	230-	\$	1840-
Total Fall 2023 Trees				60				\$ 13,630-
Total 2023 Trees				120	\$	27,410-		

K (I+J)

Genus / Species Name	Common Name	Size	Delivery Date	Qty.	Price per Tree	Total Cost
Acer miyabei	State Street Maple	2" - 2.5"	Spring	8	\$ 240-	\$ 1920-
Magnolia acuminata	Cucumber Magnolia	2" - 2.5"	Spring	6	\$ 240-	\$ 1440-
Malus sp.	Royal Raindrops Crabapple	2" - 2.5"	Spring	6	\$ 235-	\$ 1410-
Metasequoia glyptostroboides	Dawn Redwood	2" - 2.5"	Spring	8	\$ 245-	\$ 1960-
Quercus alba	White Oak	2" - 2.5"	Spring	8	\$ 245-	\$ 1960-
Quercus muehlenbergii	Chinkapin Oak	2" - 2.5"	Spring	8	\$ 235-	\$ 1880-
Quercus rubra	Red Oak	2" - 2.5"	Spring	8	\$ 235-	\$ 1880-
Ulmus hybrid	Accolade Elm	2" - 2.5"	Spring	8	\$ 230-	\$ 1840-
Total Spring 2024 Trees				60		\$ 14,290-
Acer rubrum	Red Maple	2" - 2.5"	Fall	8	\$ 240-	\$ 1920-
Amelanchier grandiflora	Autumn Brilliance Serviceberry	2" - 2.5"	Fall	6	\$ 240-	\$ 1440-
Cladastis kentukea	American Yellowwood	2" - 2.5"	Fall	8	\$ 240-	\$ 1920-
Cornus mas	Cornelian Cherry Dogwood	2" - 2.5"	Fall	6	\$ 240-	\$ 1440-
Ginkgo biloba	Ginkgo (Male)	2" - 2.5"	Fall	8	\$ 240-	\$ 1920-
Liquidambar styraciflua	Sweetgum	2" - 2.5"	Fall	8	\$ 240-	\$ 1920-
Pyrus calleryana	Aristocrat Pear	2" - 2.5"	Fall	8	\$ 240-	\$ 1920-
Tilia cordata	Littleleaf Linden	2" - 2.5"	Fall	8	\$ 240-	\$ 1920-
Total Fall 2021 Trees				60		\$ 14,400
Total 2024 Trees				120	\$	28,690-

N (L+M)

BID BOND
(Percentage)

Bond No. 65367399

KNOW ALL PERSONS BY THESE PRESENTS, That we ST AUBIN NURSERY AND LANDSCAPING INC
of 35445 Irene Road, Kirkland, IL 60146

_____, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY

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

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

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for _____
2021 TREE PURCHASE

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

SIGNED, SEALED AND DATED this 11th day of February, 2021.

Principal

ST AUBIN NURSERY AND LANDSCAPING INC

BY: *C. H. Sullivan*

Surety

WESTERN SURETY COMPANY

BY: *Jonathan P. Tomek*

Jonathan P Tomek, Attorney



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 65367399

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

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

Principal: ST AUBIN NURSERY AND LANDSCAPING INC

Obligee: Village of BENSENVILLE

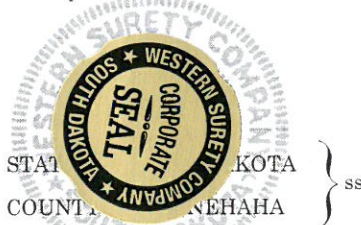
Amount: \$1,000,000.00

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

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

If Bond No. 65367399 is not issued on or before midnight of May 12th, 2021, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 11th day of February, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 11th day of February, in the year 2021, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires March 2, 2026

M. Bent

Notary Public - South Dakota

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

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 11th day of February, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

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

Total Cost for 2021-2024 Tree Purchase & Delivery Contract

\$ 168,720.00
(E+H+K+N)

AVAILABILITY SUBJECT TO PRIOR ORDERS

SUBMITTAL CHECKLIST

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

√	Submittal Checklist:
	Bidder Information Sheet
	Bid Price Forms (Exhibit A) 4 Pages in Total
	Alternate Bid Forms (if applicable)
	Addenda Number Acknowledged (if applicable)
	References
	Base Bid Security of 5%
	Bid Compliance Certification Signed & Notarized Page
	Awarded Contract Requirements (for apparent low bidder):
	Performance Bond (if applicable)
	Payment Bond (if applicable)
	Certificate of Insurance
	Certificate of Compliance
	Executed Contract with Authorized Signatures



BENSENVILLE
GATEWAY TO OPPORTUNITY

2021-2024 Tree Purchase & Delivery
Four (4) Year Contract

Invitation for Bids (IFB)

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

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INVITATION TO BID:

2021-2024 Tree Purchase & Delivery

January 18, 2021

Notice is hereby given that the Village of Bensenville is seeking bids from qualified, licensed nurseries for establishing a contractual agreement for the **2021-2024 Tree Purchase and Delivery**. The bids shall be sent to:

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

The Village of Bensenville will accept Sealed Bids until **09:30am local time on Thursday, February 11, 2021**. The Bid must be in a sealed opaque envelope plainly marked **2021-2024 Tree Purchase and Delivery Bid**. The forms can be found at www.bensenville.il.us under "Business." The packet can also be picked up at the Public Works Department, 717 E Jefferson Street, Bensenville, IL 60106. Detailed information may be obtained by contacting Jovana Dacic at 630-594-1012 or via email at jdacic@bensenville.il.us.

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

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

Nancy Quinn
Village Clerk

TERMS AND CONDITIONS

1. CONDITIONS

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

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

2. BID SECURITY

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

3. ADJUSTMENTS TO THE CONTRACT

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

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

4. TIME OF COMPLETION, PENALTY, AND LIQUIDATED DAMAGES

- 4.1 The CONTRACTOR understands that all contract times are of the essence. Penalties will be imposed for non-completion of the set dates.
- 4.2 Should the CONTRACTOR fail to complete the work within the time specified in the Contract or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the OWNER in the amount of Two Hundred Fifty dollars (\$250.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.
- 4.3 Any penalty or liquidated damages owed the Village may be deducted from any payments to the CONTRACTOR. If the deduction does not satisfy the full extent of the CONTRACTOR'S penalty obligation, then the CONTRACTOR shall pay the difference to the OWNER. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in completion of the work.

SCOPE OF WORK

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

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

1. APPLICABLE SPECIFICATIONS AND STANDARDS:

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

2. QUALITY OF TREE MATERIALS

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

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

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

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

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

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

5. **QUANTITY** - The Village requests a base bid for 580 trees in total. Yearly (2021-2024) breakdown is below:

Year	Season	Quantity	Year	Season	Quantity
2021	Spring	60	2023	Spring	60
2021	Autumn	60	2023	Autumn	60
2021	Route 83	100	Total for 2023		120
Total for 2021		220	2024	Spring	60
2022	Spring	60	2024	Autumn	60
2022	Autumn	60	Total for 2024		120
Total for 2022		120			
TOTAL 2021-24					580

Additional trees will be specified in separate alternate bids. The Village reserves the right to increase or decrease the number of any species of trees depending upon need.

6. INSPECTION OF TREE MATERIAL

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

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

7. DIGGING OF TREES - Trees shall not be dug until the contractor is ready to transport them from their original locations to the site of work or approved storage. Trees shall be dug and properly loaded for delivery in the current calendar year (2021-2024). They shall be dug with care, avoiding injury to the trees or loss or damage of the roots, including all of the fibrous roots. Immediately after digging, roots shall be protected against drying and freezing. Proper irrigation of newly dug trees should be provided by the nursery to maintain to quality.

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

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

10. VILLAGE PERFORMED TREE PLANTING PROCEDUREE

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

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

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

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

- 10.5 The minimum diameter and depth of the hole depends upon root ball size in accordance with recognized horticultural practices.
- 10.6 Trees will be planted on Village parkways and public property at various locations.
11. **DELIVERY TIMEFRAME** – Delivery date for Spring trees shall be **April 1** through **May 15**; delivery dates for Fall trees shall be **September 1** through **October 15**.
12. **TREE WARRANTY** - Trees shall be guaranteed for one year beginning from the date of delivery. The Village shall inspect all trees before the end of the warranty period and request replacement of any dead trees. A tree deemed unacceptable by the Public Works Director or designee shall be replaced by the contractor at no cost to the Village of Bensenville. Contractor is responsible to deliver replacement tree within 30 days or Village agreed upon date. Trees replaced as a result of meeting warranty requirements shall be warranted for one full year from date replacement is completed.

BIDDER INFORMATION SHEET

NAME (PRINT)	Alyssa Smith
SIGNATURE	<i>Alyssa N. Smith</i>
COMPANY NAME (PRINT)	Chestnut Ridge Nursery, Inc.
ADDRESS	225 Crescent Drive Orchard Park NY 14127
TELEPHONE	(716) 725-8043
FACSIMILE	(716) 648-0743
EMAIL	bob@chestnutridgenurseryinc.com

Please Return to:

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

The bid must be in a **sealed opaque** envelope plainly marked: **"2021-2024 TREE PURCHASE & DELIVERY BID"**

The bids must be received by **9:30 AM, Thursday, February 11th** and thereafter immediately publically opened and read in the Village Hall Board Room (12 S Center Street, Bensenville, IL 60106.)

It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. Bids submitted unsealed, unsigned, via

fax or e-mail transmission, or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

BIDDER REFERENCES FORM

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

Reference #1:

Client/Municipality Name:	Appleton, WI
Address:	
Contact Person:	Mike Michlig
Telephone	(920) 419-6004
Fax	
Email Address:	mike.michlig@appleton.org

Reference #2:

Client/Municipality Name:	Racine, WI
Address:	
Contact Person:	Matt Koepnick
Telephone	(262) 770-7929
Fax	
Email Address:	matt.koepnick@cityofracine.org

Reference #3

Client/Municipality Name:	West Allis, WI
Address:	
Contact Person:	Mike Rushmer
Telephone	(414) 302-8826
Fax	
Email Address:	mrushmer@westalliswi.gov

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

- 1) Prevailing Wages- The bidder shall pay not less than the prevailing rate of wages as found by the Department of Labor or determined by the court to all laborers, workers and mechanics performing work under this contract. Bidder must adhere at all times to Federal Wage Determination #1189-11, Rev.Stat.Section 39 S-2 (Modification #3). It is the Contractors responsibility to determine the applicability of Prevailing Wage rates on this project.
- 2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
 - a) Services performed do not comply with specifications of contract with the vendor;
 - b) Work is not done within the contract's specified in the contract;
 - c) An offer is not kept firm for the length of time specified in the contract;
 - d) Contractor fails to provide performance bond when required by invitation to bid;
 - e) Contractor is found guilty of collusion;
 - f) Bankruptcy or other evidence of insolvency is found;
 - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.

3) Compliance to Law -

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

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

CONDITIONS FOR BIDDING

- 1) Bid Definitions -
 - a) Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work / specifications, the bid price form and the proposed contract documents including addenda issued prior to receipt of bids.
 - b) Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.
- 2) Bid Price Form - Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "2021-2024 Tree Purchase and Delivery Bid".
- 3) Late Bids - Formal bids received after specified bid opening time will not be considered and will be returned unopened.
- 4) Withdrawal of Bids - A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.
- 5) Examination of Bidding Documents - Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to bid due date, notify the Village Clerk who will, if necessary, send written addenda to all bidders. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.
- 6) Mistake in Bid and Bid Changes - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.
- 7) Bid Binding - Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.
- 8) Changes in Contract Documents - Changes or corrections may be made by the Village in contract documents after they have been issued by the Village to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. Except in unusual cases, addenda will be issued to each of the bidders at least four (4) days prior to date established for receipt of bids.
- 9) Response to Invitations - Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.
- 10) Bid Attachments - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 11) Bidder's Competence - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractor's Qualification statement, AIA Document A305. The Village reserves

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

- 12) Bid Opening - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.
- 13) Bid Award - The bidder acknowledges the right of the Village to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items to a single bidder (to accept, split, and or reject part(s) of any of all bids). In addition, the bidder recognizes the right of the Village to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

AWARD OR REJECTION OF BIDS

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

CONTRACT PROVISION

- 1) Material, Equipment, and Workmanship - Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. CONTRACTOR shall, if required to furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the GOODS.
- 2) Equipment and Shop Drawings - When the contract requires detailed shop drawings and layouts, bidder shall submit them to the Director of Public Works, or his/her designee, for his/her approval. Drawings shall show the characteristics of equipment and operation details.
- 3) Village Supervision - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".
- 4) Village Insurance Requirement - Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors.

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

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

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

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

- (1) Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- (2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

C) Deductibles and Self-Insured Retentions

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

D) Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

- (a) The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (b) The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause, language stating that Contractor's insurance shall apply separately to each insured against who claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers' Liability Coverage

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

(3) All Coverages

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

E) Acceptability of Insurers

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

F) Verification of Coverage

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

G) Subcontractors

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

H) Assumption of Liability

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

I) Indemnity/Hold Harmless Provision

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

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

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

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

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

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

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

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

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

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

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

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

12) **Payment** -

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

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

14) Guarantees and Warranties -

- a) All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, immediately, at no extra charge to the Village. Said time shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, immediately, at no extra charge to the Village.
- b) All warranties for materials or equipment must be received with title before payment for same is recommended.

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

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

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

CONTRACT

1. THIS AGREEMENT, made and concluded this ____ day of _____, 2021 between the Village of Bensenville acting by and through its Village President and Village Board, known as the party of the first part and _____ his/their executors, administrators, successors or assigns, known as the party of the second part.
2. WITNESSETH: that for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the engineer under it.
3. And it is also understood and agreed that the notice to bidders, instructions to bidders, specifications, special provisions, proposal and contract bond hereto attached are all essential documents of this contract and are a part hereof.
4. And it is also understood and agreed that employers shall not discriminate against employees or applicants for employment on basis of race, color, religion, sex or national origin.

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

Village of Bensenville

By: _____
Village President

ATTEST:

Municipal Clerk

(If Corporation)

Corporate
Name

Chestnut Ridge Nursery, Inc


(Corporate Seal)

Address 225 Crescent Drive

Orchard Park NY 14127

ATTEST:


Corporate Secretary

By  (Seal)
President

(If an Individual)

Business
Name

Address

By _____ (Seal)
Bidder

(If a Co-partnership)

Firm
Name

Address

By _____ (Seal)

VILLAGE OF BENSENVILLE BID COMPLIANCE CERTIFICATION

I, Robert A. Smith, having been first duly sworn, depose and state that:
(owner/authorized company representative)

Chestnut Ridge Nursery, Inc. ("Contractor"), having submitted a proposal for:
(Name of Company)

2021-2024 Tree Purchase and Delivery Bid to the Village of Bensenville, hereby certifies that Contractor (check all that apply):

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

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

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

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

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

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

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

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

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

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

By: Robert A. Smith

(Officer or Owner of Company stated above)

Title: Robert A. Smith, President

SUBSCRIBED AND SWORN to before me

this 8 day of February, 2021.

[Signature]
Notary Public

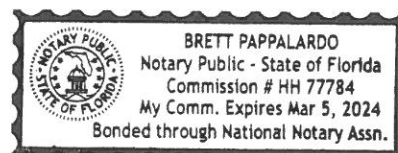


EXHIBIT A – BID SHEETS (4) PAGES

Genus / Species Name	Common Name	Size	Delivery Date	Qty.	Price per Tree	Total Cost
Acer miyabei	State Street Maple	2"-2.5"	Spring	8	\$ 175	\$ 1,400
Acer triflorum	SUB: Acer griseum Three Flower Maple	2"-2.5"	Spring	6	\$ 200	\$ 1,200
Amelanchier grandiflora	Serviceberry	2"-2.5"	Spring	6	\$ 208	\$ 1,248
Celtis occidentalis	Hackberry	2"-2.5"	Spring	8	\$ 199	\$ 1,592
Quercus bicolor	Swamp White Oak	2"-2.5"	Spring	8	\$ 199	\$ 1,592
Quercus imbricaria	Shingle Oak	2"-2.5"	Spring	8	\$ 199	\$ 1,592
Quercus rubra	Red Oak	2"-2.5"	Spring	8	\$ 199	\$ 1,592
Ulmus hybrid	New Horizon	2"-2.5"	Spring	8	\$ 160	\$ 1,280
Total Spring 2021 Trees				60		\$ 11,496
Acer ginnala	Amur Maple	2"-2.5"	Fall	6	\$ 187	\$ 1,122
Acer saccharum	Sugar Maple	2"-2.5"	Fall	8	\$ 199	\$ 1,592
Ginkgo biloba	Ginkgo (male)	2"-2.5"	Fall	8	\$ 215	\$ 1,720
Gymnocladus dioicus	Kentucky Coffeetree	2"-2.5"	Fall	8	\$ 199	\$ 1,592
Malus sp.	Sargent Crabapple	2"-2.5"	Fall	6	\$ 163	\$ 978
Syringa reticulata	Ivory Silk Japanese Lilac Tree	2"-2.5"	Fall	8	\$ 189	\$ 1,512
Tilia cordata	Littleleaf Linden	2"-2.5"	Fall	8	\$ 187	\$ 1,496
Ulmus hybrid	Triumph	2"-2.5"	Fall	8	\$ 160	\$ 1,280
Total Fall 2021 Trees				60		\$ 11,292
TOTAL 2021 PARKWAY TREES				120	\$ 22,788	\$ 22,788
Syringa reticulata	Ivory Silk Lilac	3"	Spring	15	\$ 299	\$ 4,485
Syringa pekinensis	Peking Lilac (5) available	3"	Spring	10	\$ 179 x 5	\$ 895
Acer freemanii	Autumn Blaze Maple	3"	Spring	28	\$ 249	\$ 6,972
Ulmus 'Morton Glossy'	Triumph Elm	3"	Spring	25	\$ 199	\$ 4,975
Celtis occidentalis 'Chicagoland'	Chicagoland Hackberry	3" (no cutback)	Spring	22	\$ 199	\$ 4,378
TOTAL 2021 ROUTE 83 TREES				100	\$ 21,705	\$ 21,705
TOTAL 2021 TREES (both Parkway & Route 83)				220	\$ 44,493	\$ 44,493

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Genus / Species Name	Common Name	Size	Delivery Date	Qty.	Price per Tree	Total Cost
Acer rubrum	Red Maple	2"-2.5"	Spring	8	\$ 206	\$ 1,648
Aesculus flava	Yellow Buckeye	1.5" available	Spring	8	\$ 137	\$ 1,096
Carpinus caroliniana	American Hornbeam	2"-2.5"	Spring	8	\$ 207	\$ 1,656
Catalpa speciosa	Northern Catalpa	2"-2.5"	Spring	8	\$ 192	\$ 1,536
Crataegus crusgalli	Cockspur Hawthorne	2"-2.5"	Spring	6	\$ 207	\$ 1,242
Malus sp.	Coralburst Crabapple	2"-2.5"	Spring	6	\$ 170	\$ 1,020
Quercus alba	White Oak	2"-2.5"	Spring	8	\$ 207	\$ 1,656
Quercus macrocarpa	Bur Oak	2"-2.5"	Spring	8	\$ 207	\$ 1,656
Total Spring 2022 Trees				60		\$ 11,510
Acer freemanii	Freemantle Maple	2"-2.5"	Fall	8	\$ 186	\$ 1,488
Fagus grandifolia	American Beech	2"-2.5"	Fall	8	\$ 233	\$ 1,864
Ginkgo biloba	Ginkgo (Male)	2"-2.5"	Fall	8	\$ 228	\$ 1,824
Magnolia stellata	Star Magnolia	1.25" available	Fall	6	\$ 181	\$ 1,086
Metasequoia glyptostroboides	Dawn Redwood	2"-2.5"	Fall	8	\$ 198	\$ 1,584
Platanus acerifolia	London Planetree	2"-2.5"	Fall	8	\$ 167	\$ 1,336
Pyrus calleryana	Chanticleer Pear	2"-2.5"	Fall	8	\$ 167	\$ 1,336
Syringa pekinensis	Peking Lilac	2"-2.5"	Fall	6	\$ 187	\$ 1,122
Total Fall 2022 Trees				60		\$ 11,640
Total 2022 Trees				120	\$ 23,150	
Genus / Species Name	Common Name	Size	Delivery Date	Qty.	Price per Tree	Total Cost
Acer triflorum	Three Flower Maple	2"-2.5"	Spring	6	\$ 215	\$ 1,290
Amelanchier grandiflora	Serviceberry	2"-2.5"	Spring	6	\$ 220	\$ 1,320
Cercidiphyllum japonicum	Katsura Tree	2"-2.5"	Spring	8	\$ 215	\$ 1,720
Quercus coccinea	Scarlet Oak	2"-2.5"	Spring	8	\$ 215	\$ 1,720
Quercus rubra	Red Oak	2"-2.5"	Spring	8	\$ 215	\$ 1,720
Robinia pseudoacacia	Black Locust	2"-2.5"	Spring	8	\$ 184	\$ 1,472
Tilia cordata	Littleleaf Linden	2"-2.5"	Spring	8	\$ 198	\$ 1,584
Ulmus hybrid	New Horizon	2"-2.5"	Spring	8	\$ 169	\$ 1,352
Total Spring 2023 Trees				60		\$ 12,178
Acer ginnala	Amur Maple	2"-2.5"	Fall	6	\$ 205	\$ 1,230

2021-2024 Tree Purchase Delivery

Exhibit A - Bid Sheets (4 pages)

Acer saccharum	Sugar Maple	2"-2.5"	Fall	8	\$ 217	\$ 1,736
Eucommia ulmoides	Hardy Rubber Tree	2"-2.5"	Fall	8	\$ 185	\$ 1,480
Styphnolobium japonicum	Japanese Pagoda Tree sub: Cladrastis	2"-2.5"	Fall	8	\$ 225	\$ 1,800
Gymnocladus dioica	Kentucky Coffee Tree	2"-2.5"	Fall	8	\$ 217	\$ 1,736
Malus sp.	Golden Raindrops	2"-2.5"	Fall	6	\$ 177	\$ 1,062
Platanus occidentalis	American Sycamore	2"-2.5"	Fall	8	\$ 174	\$ 1,392
Tilia tomentosa	Silver Linden	2"-2.5"	Fall	8	\$ 204	\$ 1,632
Total Fall 2023 Trees				60		\$ 12,068
Total 2023 Trees				120	\$ 24,246	

K (I+J)

Genus / Species Name	Common Name	Size	Delivery Date	Qty.	Price per Tree	Total Cost
Acer miyabei	State Street Maple	2" - 2.5"	Spring	8	\$ 195	\$ 1,560
Magnolia acuminata	Cucumber Magnolia	2" - 2.5"	Spring	6	\$ 229	\$ 1,374
Malus sp.	Royal Raindrops Crabapple	2" - 2.5"	Spring	6	\$ 179	\$ 1,074
Metasequoia glyptostroboides	Dawn Redwood	2" - 2.5"	Spring	8	\$ 201	\$ 1,608
Quercus alba	White Oak	2" - 2.5"	Spring	8	\$ 219	\$ 1,752
Quercus muehlenbergii	Chinkapin Oak	2" - 2.5"	Spring	8	\$ 219	\$ 1,752
Quercus rubra	Red Oak	2" - 2.5"	Spring	8	\$ 219	\$ 1,752
Ulmus hybrid	Accolade Elm	2" - 2.5"	Spring	8	\$ 179	\$ 1,432
Total Spring 2024 Trees				60		\$ 12,304

L

Acer rubrum	Red Maple	2" - 2.5"	Fall	8	\$ 209	\$ 1,672
Amelanchier grandiflora	Autumn Brilliance Serviceberry	2" - 2.5"	Fall	6	\$ 229	\$ 1,374
Cladrastis kentukea	American Yellowwood	2" - 2.5"	Fall	8	\$ 209	\$ 1,672
Cornus mas	Cornelian Cherry Dogwood	2" - 2.5"	Fall	6	\$ 193	\$ 1,158
Ginkgo biloba	Ginkgo (Male)	2" - 2.5"	Fall	8	\$ 233	\$ 1,864
Liquidambar styraciflua	Sweetgum	2" - 2.5"	Fall	8	\$ 205	\$ 1,640
Pyrus calleryana	Aristocrat Pear	2" - 2.5"	Fall	8	\$ 179	\$ 1,432
Tilia cordata	Littleleaf Linden	2" - 2.5"	Fall	8	\$ 211	\$ 1,688
Total Fall 2021 Trees				60		\$ 12,560

M

Total 2024 Trees				120	\$ 24,804	
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N (L+M)

Total Cost for 2021-2024 Tree Purchase & Delivery Contract

\$116,693

(E+H+K+N)

SUBMITTAL CHECKLIST

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

√	Submittal Checklist:
	Bidder Information Sheet
	Bid Price Forms (Exhibit A) 4 Pages in Total
	Alternate Bid Forms (if applicable)
	Addenda Number Acknowledged (if applicable)
	References
	Base Bid Security of 5%
	Bid Compliance Certification Signed & Notarized Page
	Awarded Contract Requirements (for apparent low bidder):
	Performance Bond (if applicable)
	Payment Bond (if applicable)
	Certificate of Insurance
	Certificate of Compliance
	Executed Contract with Authorized Signatures

TYPE:Resolution**SUBMITTED BY:**Sean Flynn**DEPARTMENT:**Recreation**DATE:**February 23, 2021**DESCRIPTION:**

Resolution Authorizing an Amendment to the Licensing Agreement for Food and Beverage Service Operations at the Edge Ice Arenas Between Bella Vista Banquets and the Village of Bensenville

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

Bella Vista Banquets has been providing the Village with concession services since 2014. Bella Vista has proven itself to be dependable partner with the Village. Bella Vista is dependable in terms of staffing the concessions during the hours of prime time operation and willing to adjust staffing levels for larger scale events. Bella Vista has averaged nearly \$400,000 in annual food and beverage sales under normal operating conditions. Prior to Bella Vista, food and beverage services were handled in-house with Village staffing. From 2003 to 2011, the average loss to the Village resulting from concessions operations was \$82,684 per year.

KEY ISSUES:

- Bella Vista currently owes the Village over \$46,000 in past due invoices for the time period of December 2019-March 2020.
- This agreement will allow Bella Vista to operate video gaming terminals at the Blue Line Bar at the Edge Ice Arena
- The Village will receive revenues in the form of commissions based on 100% of the gaming revenue until every past due payment or delinquent amount owed by Bella Vista to the Village is paid in full.
- Once the Village has been paid in full for delinquent amounts, Bella Vista will retain 75% of the gaming proceeds it receives from video gaming, and the Village hall be paid the remaining 25% of all such gaming proceeds.

ALTERNATIVES:

- Discretion of the Board.

RECOMMENDATION:

Staff recommends approving this Resolution Authorizing an Amendment to the Licensing Agreement for Food and Beverage Service Operations at the Edge Ice Arenas Between Bella Vista Banquets and the Village of Bensenville.

BUDGET IMPACT:

The revenue from the video gaming will help to settle the past due balance for concession operation. Additionally, the extra revenue received for the video gaming was not budgeted in 2021 and will increase the income the Village receives.

ACTION REQUIRED:

Approval of the Resolution Authorizing an Amendment to the Licensing Agreement for Food and Beverage Service Operations at the Edge Ice Arenas Between Bella Vista Banquets and the Village of Bensenville.

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

Resolution

2/17/2021

Resolution Letter

Amendment

2/17/2021

Exhibit

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONCESSION
LICENSING AGREEMENT BETWEEN THE VILLAGE OF BENSENVILLE AND
BELLA VISTA BANQUETS AND CATERING I AND II**

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 owns and operates certain sports and recreational facilities (the “Village Owned Facilities”); and

WHEREAS, Village and Bella Vista entered into the Agreement for the purposes of licensing Bella Vista's management and operation of food and beverage service concessions at certain Village-owned and operated facilities for a two (2) year term beginning January 1, 2020 to December 31, 2021; and

WHEREAS, Village and Bella Vista have agreed to amend the terms and conditions of the Agreement as herein provided.

NOW, THEREFORE, the Agreement is amended as of the date hereof, as follows:

1. Village and Bella Vista agree that Section IV of the Agreement entitled “*Food Concession Areas and Periods Applicable to Agreement*” is hereby amended by including the following new language to read as follows:

D. The Village shall not prohibit Bella Vista from obtaining video gaming terminals at the Blue Line Bar at the Edge II Ice Arena at 735 East Jefferson Street provided such operate in accordance with the Bensenville Village Code and Illinois Video Gaming Act, as from time to time supplemented and amended. Bella Vista shall provide to the Village all documentation that demonstrates full compliance with all state and local gaming licensing regulations and requirements. The number of video gaming terminals allowed to operate shall be determined by

the Village in its sole discretion. No video gaming sign outside of the Blue Line Bar is permitted and any such signage inside shall be approved by the Village, in its sole discretion, prior to placement. Advertising of video gaming outside of the Blue Line Bar is forbidden. The Village, in its sole discretion, shall have the unilateral right to prohibit video gaming in the Licensed Area or Facilities.

Bella Vista shall operate video gaming terminals at the Blue Line Bar on the condition that Bella Vista pays all gaming proceeds it receives from video gaming to the Village until every past due payment or delinquent amount owed by Bella Vista to the Village is paid in full. Thereafter, Bella Vista shall retain seventy-five percent (75%) of all gaming proceeds it receives from video gaming, and the Village shall be paid the remaining twenty-five percent (25%) of all such gaming proceeds.

In addition to any other operating requirement in this Agreement, Bella Vista shall at minimum ensure that the Blue Line Bar remains open during the following hours: 5:00 PM to 10:00 PM Monday through Friday and 11:00 AM to 9:00 PM on Saturday and Sunday. Bella Vista shall further be required to open the Blue Line Bar beyond the minimal hours identified above during scheduled special events. At no time shall Bella Vista allow the Blue Line Bar to remain open when the Facilities are closed to the public.”

2. Village and Bella Vista agree that Section III of the Agreement entitled “*Term*” is hereby deleted in its entirety and replaced with the following new language to read as follows:

“The term of this Agreement shall commence on January 1, 2020 and shall continue through December 31, 2021. Upon the mutual written agreement of the Parties, the term of this Agreement may be extended. Any other agreement pertaining to the Term of the Agreement is hereby fully superseded in its entirety by this First Amendment.”

3. All other terms and conditions of the Agreement shall apply to this First Amendment, unless otherwise provided herein.
4. Except for the amendments contained herein in this First Amendment, Village and Bella Vista agree and confirm that the Agreement is valid and binding on the Parties.

(Intentionally Left Blank)

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 First Amendment to the Concession Licensing Agreement Between the Village of Bensenville and Bella Vista Catering I & II 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 23rd day of February 2021.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

**FIRST AMENDMENT TO THE CONCESSION LICENSING AGREEMENT BETWEEN
THE VILLAGE OF BENSENVILLE AND BELLA VISTA BANQUETS AND
CATERING I AND II**

This First Amendment (the "*First Amendment*") to the Concession Licensing Agreement between the Village of Bensenville and Bella Vista Banquets and Catering I and II (the "*Agreement*") is made and entered into as of this 23rd day of February 2021 by and between the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*") and Golden Nest Restaurant, Inc., an Illinois corporation, d.b.a. Bella Vista Banquets and Catering I and II (the "*Bella Vista*").

WITNESSETH:

WHEREAS, Village and Bella Vista entered into the Agreement for the purposes of licensing Bella Vista's management and operation of food and beverage service concessions at certain Village-owned and operated facilities for a two (2) year term beginning January 1, 2020 to December 31, 2021; and

WHEREAS, Village and Bella Vista have agreed to amend the terms and conditions of the Agreement as herein provided.

NOW, THEREFORE, the Agreement is amended as of the date hereof, as follows:

1. Village and Bella Vista agree that Section IV of the Agreement entitled "*Food Concession Areas and Periods Applicable to Agreement*" is hereby amended by including the following new language to read as follows:

"D. The Village shall not prohibit Bella Vista from obtaining video gaming terminals at the Blue Line Bar at the Edge II Ice Arena at 735 East Jefferson Street provided such operate in accordance with the Bensenville Village Code and Illinois Video Gaming Act, as from time to time supplemented and amended. Bella Vista shall provide to the Village all documentation that demonstrates full compliance with all state and local gaming licensing regulations and requirements. The number of video gaming terminals allowed to operate shall be determined by the Village in its sole discretion. No video gaming sign outside of the Blue Line Bar is permitted and any such signage inside shall be approved by the Village, in its sole discretion, prior to placement. Advertising of video gaming outside of the Blue Line Bar is forbidden. The Village, in its sole discretion, shall have the unilateral right to prohibit video gaming in the Licensed Area or Facilities.

Bella Vista shall operate video gaming terminals at the Blue Line Bar on the condition that Bella Vista pays all gaming proceeds it receives from video gaming to the Village until every past due payment or delinquent amount owed by Bella Vista to the Village is paid in full. Thereafter, Bella Vista shall retain seventy-five percent (75%) of all gaming proceeds it receives from video gaming, and the

Village shall be paid the remaining twenty-five percent (25%) of all such gaming proceeds.

In addition to any other operating requirement in this Agreement, Bella Vista shall at minimum ensure that the Blue Line Bar remains open during the following hours: 5:00 PM to 10:00 PM Monday through Friday and 11:00 AM to 9:00 PM on Saturday and Sunday. Bella Vista shall further be required to open the Blue Line Bar beyond the minimal hours identified above during scheduled special events. At no time shall Bella Vista allow the Blue Line Bar to remain open when the Facilities are closed to the public.”

2. Village and Bella Vista agree that Section III of the Agreement entitled “*Term*” is hereby deleted in its entirety and replaced with the following new language to read as follows:

“The term of this Agreement shall commence on January 1, 2020 and shall continue through December 31, 2021. Upon the mutual written agreement of the Parties, the term of this Agreement may be extended. Any other agreement pertaining to the Term of the Agreement is hereby fully superseded in its entirety by this First Amendment.”

3. All other terms and conditions of the Agreement shall apply to this First Amendment, unless otherwise provided herein.
4. Except for the amendments contained herein in this First Amendment, Village and Bella Vista agree and confirm that the Agreement is valid and binding on the Parties.

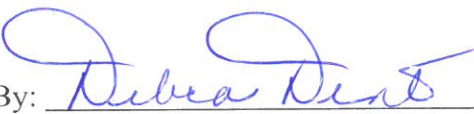
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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

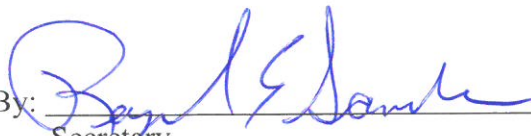
VILLAGE OF BENSENVILLE

GOLDEN NEST RESTAURANT, INC.,
d.b.a. BELLA VISTA BANQUETS AND
CATERING I AND II

By: _____
Village President

By:  _____
President

By: _____
Village Clerk

By:  _____
Secretary

TYPE:Proclamation**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Village Manager's Office**DATE:**February 23, 2021**DESCRIPTION:**Proclamation Recognizing Albertsons-Jewel/Osco of Bensenville, Illinois***SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

Proclamation Albertsons Jewel/Osco

Upload Date

2/18/2021

Type

Cover Memo

PROCLAMATION RECOGNIZING ALBERTSONS-JEWEL/OSCO

Whereas, the Village of Bensenville, Fenton Community High School District 100, Bensenville School District 2, Wood Dale School District 7, the Bensenville Park District, and the Bensenville Public Library have a vibrant partnership that serve students and families with excellent services and supports that contribute significantly to a high quality of life in the communities; and

Whereas, in this spirit, Fenton Community High School held numerous COVID-19 vaccination clinics led by Albertsons-Jewel Osco, Dr. Ronak Patel, in partnership with the Village of Bensenville, Bensenville School District 2, Wood Dale School District 7, Bensenville Park District, Bensenville Public Library; and

Whereas, the COVID-19 vaccination clinic could not have been possible without the selfless and generous support of these local municipalities and their leaders; and

Whereas, Albertsons-Jewel/Osco, Dr. Ronak Patel, was able to distribute thousands of COVID-19 vaccines to school and community members in need during the 2021 events.

Now, therefore, we, the Village of Bensenville, Fenton Community High School District 100, Bensenville School District 2, Wood Dale School District 7, Bensenville Park District, and the Bensenville Public Library do hereby join in appreciation of the COVID-19 vaccination events led by Albertsons-Jewel/Osco, Dr. Ronak Patel. This important endeavor, will positively affect the lives and well-being of our communities more than we will ever know. Thank you sincerely.

Signed this 23rd day of February, 2021.

Nancy Quin
Village Clerk

Frank DeSimone
Village President

TYPE:Proclamation**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Village Manager's Office**DATE:**February 23, 2021**DESCRIPTION:**Proclamation of Appreciation to Fenton Community High School and Superintendent James Ongtengco***SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

Proclamation

Upload Date

2/18/2021

Type

Cover Memo

**PROCLAMATION OF APPRECIATION
TO
FENTON COMMUNITY HIGH SCHOOL
AND
SUPERINTENDENT JAMES ONGTENGCO**

***Whereas,** Fenton High School serves approximately 1,500 students from the communities of Bensenville, Wood Dale, and a small part of Addison; and*

***Whereas,** Fenton Community High School is an important institution providing exceptional education in the newly renovated state-of-the-art facility for the Bensenville and Wood Dale community; and*

***Whereas,** Fenton Community High School under the leadership of Superintendent James Ongtengco, facilitated a community-wide vaccination event for local seniors on February 13, 2021; and*

***Whereas,** Fenton Community High School provided the optimal location for the vaccination event which distributed over 1,500 COVID-19 vaccinations; and*

***Whereas,** Fenton Community High School Superintendent James Ongtengco, worked in collaboration with the Village of Bensenville, City of Wood Dale, School Districts 2 and 7, the Bensenville Community Library, and Bensenville Park District to take on the responsibility of scheduling, staffing, and overall organization of the event;*

NOW, THEREFORE, I, Frank DeSimone,

Proclaim in appreciation to Fenton Community High School and Superintendent James Ongtengco for the outstanding efforts in the operation and facilitation the COVID-19 vaccination event.

Dated this 23rd day of February, 2021.

*Nancy Quinn
Village Clerk*

*Frank DeSimone
Village President*